

SELECT BOARD MEETING AGENDA*

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Regular Meeting 6:00 P.M.
Monday, February 12, 2024*

Remote Participation Optional:

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

<https://meet.goto.com/443620061>

You can also dial in using your phone.

Access Code: 443-620-061

United States: [+1 \(571\) 317-3122](tel:+15713173122)

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENTS/ANNOUNCEMENTS

IV. CONSENT AGENDA

- A. Designate Jennifer Harrington as the 2024 Municipal Animal Control Officer
- B. Approve Select Board Meeting Minutes for February 5, 2024

V. PUBLIC HEARINGS & PRESENTATIONS

- A. Public Hearing - Approve a Stormwater Permit application for a seven (7) lot subdivision plan "Wildlife Circle" located off of Littlefield Pond Road, Assessors Map 65, Parcel R2-2/0
- B. Public Hearing - Discussion and possible vote to opt out of early Voting by Mail for the Special Town Election to be held on April 9, 2024
- C. Approve the Cranberry Valley Golf Course rates & fees adjustments as recommended by the Golf Director; Continued from January 29, 2024
- D. Presentation by Amanda Converse, Love Live Local, Inc. on the importance of small business to Cape Cod & the local economy

VI. NEW BUSINESS

- A. Approve the Employment Agreement between Joseph F. Powers, Town Administrator, and the Town of Harwich
- B. Presentation and discussion on Fiscal Year 2025 Departmental Operating Budgets
- C. Discussion on potential draft Articles for the 2024 Annual Town Meeting to be held Monday, May 6, 2024
- D. Discussion on schedule for the March 2, 2024, Budget Meeting
- E. Vote to approve and sign the Presidential Preference Primary Election Warrant to be held March 5, 2024
- F. Discussion on Cell Tower revenue
- G. Approve a 2024 Annual Common Victuallers license renewal – Shooting Star Realty d/b/a Buca’s Tuscan Roadhouse, 4 Depot Road
- H. Vote to approve the use of Chapter 90 funds for the design and reconstruction of the Route 39/Chatham Road intersection.

VII. CONTRACTS

- A. Vote to approve a contract with GHD in the amount of \$4,332,000 for construction phase services in relation to the Phase 3 wastewater project
- B. Vote to approve a contract with Hub Technical Services, LLC in the amount of \$196,231.26 for network upgrades.
- C. Approve the Fiscal Year 2024 Regional Community Development Block Grant (CDBG) Application

VIII. TOWN ADMINISTRATOR’S REPORT

IX. SELECT BOARD’S MEMBER REPORT

X. CORRESPONDENCE

XI. ADJOURNMENT

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

Authorized Posting Officer:

Danielle Freiner, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
February 8, 2024

CONSENT AGENDA

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources
100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr



Maura T. Healey
GOVERNOR

Kimberley Driscoll
LIEUTENANT
GOVERNOR

Rebecca L. Tepper
SECRETARY

Ashley E. Randle
COMMISSIONER

February 5, 2024

Dear Animal Control Supervisor or Animal Control Officer,

Animal Control Officer Designations were due back by February 1, 2024. According to our records, we have not yet received designations for your municipality. Please review the following information and submit any changes as soon as possible.

In accordance with Massachusetts General Law, Chapter 140, Section 151, the mayor of each city and the board of selectmen of each town shall annually designate an animal control officer ("ACO"), who may be a police officer or constable. The mayor or board of selectmen shall immediately submit to the commissioner of the Massachusetts Department of Agricultural Resources ("Department") the names, addresses and dates of hire of such animal control officer(s).

The Department is required under MGL Chapter 140, section 151A to inspect the facilities that municipalities use to hold stray dogs and other animals that come into the possession of the ACO. Municipal animal holding locations must be reported to the Massachusetts Department of Agricultural Resources.

Below you will find prepopulated information from our current ACO database. To confirm, add, or to make changes to your ACO designations please visit [Municipal Animal Control Officer Designation 2024 | Mass.gov](#). Please note, if you prefer this email can be printed out and updated forms can be uploaded into the portal above, or emailed to sheri.gustafson@mass.gov

Should an ACO leave his or her position mid-year, please notify the Department immediately. Any of the required information pertaining to any new hire employed during the year should be submitted on a new designation form immediately upon their hiring.

If you have any questions, please contact sheri.gustafson@mass.gov

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Cahill".

Michael Cahill, Director
Division of Animal Health,
MA Dept. of Agricultural Resources

**MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
EXECUTIVE SESSION - 5:00 PM
REGULAR MEETING - 6:00 PM
MONDAY, FEBRUARY 5, 2024**

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

ALSO PARTICIPATING: Joseph Powers, Town Administrator

I. CALL TO ORDER

Ms. Kavanagh called the meeting of the Harwich Select Board to order at 5:00PM noting that they would be going into Executive Session and returning to the Regular Meeting no earlier than 6:00PM.

Mr. Handler moved for the Select Board to enter into Executive Session as presented, seconded by Mr. MacAskill.

Vote 4:0 in favor by roll call vote. Motion carried.

II. EXECUTIVE SESSION

A. Pursuant to MGL c. 30A §21(a)(7) to comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements, the Open Meeting Law, MGL c. 30A §§ 22(f), (g) to review, approve and or discuss the possible release of executive session meeting minutes dated January 2, 2024; January 16, 2024; January 22, 2024

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

Ms. Kavanagh called the Select Board meeting back to order at 6:00PM reporting that the Board did take action on item A. which was a vote to approve and not release without Town Counsel approval. Action and discussion was taken on item B. and the Board will vote on that item on February 12, 2024.

III. PLEDGE OF ALLEGIANCE

February 5, 2024

Ms. Kavanagh invited all attendees to join in the Pledge of Allegiance.

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Update from Senator Julian Cyr (This item was taken out of order)

Carrie Schoener, Health Director was present gave an update on the recent sewer extension approval, noting future connection dates. She also noted the Board of Health's internal policy for connection assistance encouraging anyone interested in assistance and extensions to call the Health Department.

Ashley Symington, Director of Youth and Family Services was present and gave updates and details on new programs and registration information.

Mr. Howell spoke about the organization, Girl Power, expressed his support and encouraged involvement.

Carolyn Carey, Community Center Director was present and noted the 24th anniversary of the opening of the Community Center. She gave an update and details on programs and upcoming events at the Community Center. All the information is on the Community Center's website.

Mr. Handler noted that the first stop on the 2024 Listening Tour will be Restaurant, Hospitality and Bar. He and Cindy Williams, Director of the Chamber of Commerce will be at the Community Center on February 15th from 5:30PM to 7:30PM in Room 3. He also noted a virtual public meeting to be held by the Cape Cod Commission on the Low Lying Roads Project and gave details.

V. CONSENT AGENDA (Taken out of order.)

A. Approve the following appointments for the Harwich Police Department, as recommended by the Police Chief:

1. Scott McFarland, Student Officer, effective February 19, 2024
2. Rachid Arnick, Student Officer, effective February 19, 2024
3. De'Andre Bennett, Student Officer, effective February 19, 2024
4. Jake Fugate, Student Officer, effective February 19, 2024
5. Nora Buckley Dyer, Emergency Telecommunications Dispatcher, effective February 6, 2024

Mr. Handler moved to approve the appointments to the Harwich Police Department as presented, seconded by Mr. MacAskill.

Kevin Considine, Deputy Police Chief was present and gave an update on the Department's current vacancy status. He also noted that the candidates have completed all the requirements necessary to attend the Plymouth Police Academy. Deputy Chief Considine gave an overview

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and timeline of the process the officers will go through including Field Training. He introduced and gave a brief background of each candidate individually.

Vote: 4:0 in favor. Motion carried.

Ms. Kavanagh welcomed all the candidates and all present expressed their congratulations with applause.

B. Approve the following committee recommendations from the Select Board Interview Committee:

1. Victoria Brown, Full member, Cultural Council Committee, term to expire June 30, 2024
2. Anthony Dimauro, Full member, Harwich Housing Committee, term to expire June 30, 2024

Mr. Handler moved to approve the committee recommendations as presented, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

C. Approve a 100th Birthday proclamation for Mary Ratto Barron

Mr. Handler moved to approve a 100th Birthday proclamation for Mary Ratto Barron, seconded by Mr. MacAskill.

Vote: 4:0 in favor. Motion carried.

D. Approve Select Board Meeting Minutes:

1. January 16, 2024
2. January 22, 2024

Mr. Handler moved to approve the Meeting Minutes as presented, seconded by Mr. MacAskill.

Vote 4:0 in favor. Motion carried.

VI. PUBLIC HEARING

A. Approve the Cranberry Valley Golf Course rates & fees adjustments as recommended by the Golf Director; Continued from January 29, 2024

Ms. Kavanagh noted that this agenda item is being continued to next week.

VII. NEW BUSINESS

February 5, 2024

A. Discussion on appointment of Police Chief; Consideration of Deputy Police Chief Kevin M. Considine; Votes may be taken

Ms. Kavanagh noted that Chief Guillemette will be retiring and has been a great asset to the Town of Harwich. Deputy Chief Considine was before the Select Board for their consideration as Chief of Police.

Deputy Chief Considine addressed the Select Board, thanking them for the opportunity and gave a description of his career with the Harwich Police Department.

Board members each expressed their support for Kevin Considine as the next Harwich Police Chief.

Mr. Howell moved to promote Kevin Considine to Chief subject to a successful completion of negotiations with the Select Board, seconded by Ms. Kavanagh.

Vote 4:0 in favor. Motion carried.

Members of the Harwich Police Department and Deputy Chief Considine's family were present to show their support.

Deputy Chief Considine recognized the officers who were present and expressed his appreciation for them and their support. He also introduced his family members and expressed his gratitude to them for their support.

B. Town Administrator to present the Fiscal Year 2025 budget and budget message

Joseph Powers, Town Administrator gave a presentation on the Fiscal Year 2025 budget and budget message. He noted that the Budget Report is in the packet. He recommended that they proceed with caution and deliberate action. He noted the timeline moving forward in the budget process in accordance with the Charter. He continued with Revenue(Sources) pointing out specific items and giving details.

Mr. Howell asked for a projection and information on the Rooms Taxes.

Mr. Powers responded with the answers based on the information they have at this time.

Mr. Powers continued with Expenses/Uses pointing out specific items and giving details. He moved on to the Current Financial Outlook noting specifics and summarized noting the positive trend in State Aide.

In response to a question from Mr. MacAskill, Mr. Powers noted service enhancements for several departments and clarified the definition of the term “onboarding”. Questions that will be asked and issues that will be discussed at the March 4th meeting were noted.

(Julian Cyr is now present to offer an update as listed under Public Comments/Announcements)

Senator Cyr gave an update on what has been accomplished on Beacon Hill specifically noting the Tax Relief Package, Wastewater Funds, the State Budget and local aide. Mr. Cyr emphasized that Housing is his priority and also a priority for the Governor, noting what is being done or proposed towards that effort including a Local Option Transfer Fee. He acknowledged Sarah Peak for her service, especially for the Cape and Islands.

Mr. Howell expressed concerns about funding for Wastewater and the need for help from Senator Cyr on Beacon Hill.

Mr. Cyr responded with an overview of what he projects for the future and what he intends to do going forward. He acknowledged the gap between the cost of projects and the available funds.

Board members expressed their thanks to Mr. Cyr for attending and for the information.

Stan Pestuzac of Harwich was present and commented on the septic benefit, noting why he would not qualify.

Mr. Cyr responded to Mr. Pestuzac’s concerns noting that the Governor has filed for a clarification of “retroactive”. In closing he asked the Select Board to communicate the Town’s needs to him. He will share information that other towns are using for the Select Board to consider as a template for Home Rules.

C. Discussion on Wastewater Management Plan Phase three

Dan Pelletier, Water/Wastewater Superintendent was present with Jeff Gregg, Project Manager from GHD. Together with Mr. Powers, they gave a presentation on Phase 3 of the Watershed Management Plan. They had a slide show with maps of the sewer service and parcels, sewer service types, sewer sheds and add alternates. The map was described in detail explaining options and possible service connections. Also included was a graph with costs and estimates. Areas identified were noted and descriptions given of the possible systems to be used in each. Mr. Pelletier mentioned cost reductions on specific items since previous estimates were done. Mr. Gregg gave an overview of the timeline for contract work moving forward. Information was given about the topics that will be discussed at the Public Meeting on Phase 3 which will be held on February 13th at the Harwich Community Center. Mr. Pelletier showed an interactive map with information which will be available on the Town’s website as well as the Water Department’s website.

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D. Vote to designate In Person Early Voting Hours and Location for the 2024 Presidential Primary Election

Emily Mitchell, Town Clerk was present and explained the State's voting requirements. She requested that the Board set the early In Person Voting Hours and the location for the March 5th Presidential Primaries and gave her recommendations.

Mr. Handler moved to accept the In Person Early Voting Hours recommended by the Town Clerk as presented in the packet: Saturday, February 24, 2024, 10:00AM to 4:00PM, no hours on Sunday, February 25th and Monday through Friday, February 26th to March 1, 2024, 8:30AM to 4:00PM at Town Hall, seconded by Mr. MacAskill.

Vote 4:0 in favor. Motion carried.

E. Discussion on proposed River Herring Harvest; Votes may be taken

Brad Chase of the State Division of Marine Fisheries and Don Yannozi, Director of Natural Resources and Assistant Harbor Master were present. Mr. Chase gave an update on the River Herring numbers which has increased substantially. He suggested that the Board discuss the possibility of the Town establishing a Herring Commission for help with future issues regarding harvests and runs. Mr. Yannozi expressed his support for having a Commission, giving his reasons and noting the benefits. He also commented that the herring runs are not just a Harwich concern and expressed the need for neighboring towns to work together for the execution of a plan for a strong harvest.

Mr. MacAskill suggested a harvest at the West Reservoir only, commenting on how it has been handled in the past. He encouraged Mr. Yannozi to work with other communities and the Board to work on organizing volunteers.

Mr. Chase suggested a one day opening/celebration, considering the time frame involved for permitting, etc.

Mr. Howell gave a brief history of the Harwich's involvement with the herring runs and the inevitability of opening runs in the future. He also commented that he is not in favor of a Commission and stated his reasons.

Mr. Chase suggested that the Commission be an advisory Commission, not one with authority.

Ms. Kavanagh expressed concerns about having a celebration without a permitting system in place.

Mr. Handler also expressed concerns about moving forward with a one day celebration.

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Mr. Yannozi suggested that there be another discussion in a year's time with the focus and goal on having a run next spring.

Mr. Chase will provide a summary of what other towns have regarding an advisory commission.

Raymond Kane, Jr., Chair of the State Marine Fisheries Commission was present and noted that the discussion is for opening one run. He noted State Laws, gave a brief history and commented that he feels it is time to give the public access to one herring run. He encouraged the Board to move forward towards opening next year.

An unidentified man suggested that the herring be allowed to spawn before they are taken.

F. Approve the G.L.c. 268A, Section 23(b)(3) Disclosure of Appearance of Conflict of Interest for Ann C. Tucker, Planning Board

Mr. Handler moved to approve the G.L.c. 268A, Section 23(b)(3) Disclosure of Appearance of Conflict of Interest for Ann C. Tucker, Planning Board, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

G. Discussion on the request for a liaison to the Barnstable County Human Rights Advisors Commission; Votes may be taken

Mr. Kavanagh explained that the request had been sent to her, the Commission is looking for a Harwich citizen to participate. She noted that if anyone is interested in this role, the description can be found in the packet and will be posted on the website.

Mr. Powers will follow up on having that information posted.

H. Vote to direct the Real Estate and Open Space Committee to evaluate 172, 178 and 246 Queen Anne Road for possible disposition

Mr. Handler moved to approve to direct the Real Estate and Open Space Committee to evaluate 172, 178 and 246 Queen Anne Road for the purpose of possible disposition by sale, seconded by Mr. Howell.

Mr. MacAskill asked Mr. Powers to confirm next steps once Real Estate and Open Spaces returns their recommendations.

Mr. Powers responded with an answer noting how this situation differs from other properties that had been sold in the past.

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Mr. Howell suggested that it would be beneficial to put the Request for Proposal (RFP) out and then go to Town Meeting with specifics.

Mr. Kavanagh emphasized that the Board has to know what Legal Counsel says they are allowed to do with the properties.

Mr. MacAskill commented that he feels they should go to Town Meeting with a recommendation from Real Estate and Open Spaces and a vote of the Select Board to sell those properties. He proposed that as this goes forward, the money go into an account to continue to work on the 7 million dollars plus of tax problems.

Mr. Powers confirmed that the reference to Real Estate and Open Spaces is for disposition by sale.

Vote 4:0 in favor. Motion carried.

VIII. OLD BUSINESS

A. Discussion on land of low value

Ms. Kavanagh gave an overview of conversations regarding the topic of land of low value. There is information in the packet regarding the option of having an auction.

Mr. Howell noted that the Select Board had previously voted to move forward on this issue.

Ms. Kavanagh explained why this item has been brought back for discussion.

Mr. MacAskill noted next steps and reasons why he would like to move forward.

Mr. Handler moved to act as the previous Board directed to have the Town Administrator be the point person to move this project forward for the purpose of sale, seconded by Mr. Howell.

Mr. Powers clarified the wording of the previous vote which did not direct the Town Administrator to be the point person.

The motion was amended as follows: Mr. Handler moved to reaffirm a third auction on the land of low value and to appoint the Town Administrator to be the point person, seconded by Mr. Howell.

Vote 3:1 in favor with Ms. Kavanagh voting no. Motion carried.

B. Discussion on the revised job description for the Assistant Town Administrator; Votes may be taken

Ms Kavanagh noted that the packet includes the current Assistant Town Administrator's job description with Human Resources (HR) included and then also with HR removed.

Mr. Powers noted that there are two scenarios, one not changing anything and the other devolving the HR role.

Mr. MacAskill asked for next steps to review the Assistant Town Administrator's compensation schedule for the job that she is doing now.

Mr. Powers suggested having a conversation next week regarding the personnel By-law Class and Como Tables.

Mr. Howell commented that he does to feel that taking that one function out would change the pay scale for the Assistant Town Administrator (ATA).

Mr. MacAskill requested that the conversation on compensation be continued for two weeks so that he can be present. He also inquired about the process for procurements and of having another person trained for procurement to build a procurement team.

Mr. Powers responded that he and Ms. Eldredge, ATA have discussed working with Department Heads and supporting them through the procurement process. He supports allowing the Department Heads to go to the classes and obtain the certification for procurement. He described the process, cost and commitment of continuing education to become certified for procurement.

C. Discussion on the By-Law Charter Review Committee charge; Votes may be taken

Mr. Handler noted one concern which he had previously noted, specific wording under Scope and Responsibility that he felt should be removed.

Linda Cebula of the Charter Review Committee was present and expressed that the Committee feels that the wording in question should remain in the Charge and explained the reasons. She requested that the wording remain.

Discussion followed regarding the wording. After discussion it was agreed to remove the wording discussed.

Mr. MacAskill asked for clarification on wording in the Charter.

Ms. Cebula explained and clarified the meaning of the wording.

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Mr. MacAskill moved to strike “including the By-law Charter Review Committee’s recommendations” but leave the first sentence in.

Mr. Howell moved to accept the By-Law Charter Review Committee charge with the deletion of the two sections that Mr. MacAskill referenced, seconded by Mr. Handler.

Mr. MacAskill outlined the two sections for the public as follows: Under “shall submit a report to Town Meeting concerning any proposed amendments and/or revisions to the Charter and/or By-Laws. (stop there) The other section to be struck- “the Select Board shall submit all such Articles to the By-Law Charter Review Committee no later than 14 days after the deadline for submission of our Articles.

Vote 4:0 in favor. Motion carried.

Ms. Cebula will make those changes and send the revised Charter to the Chair.

D. Review of the ongoing project list as provided by the Assistant Town Administrator

Mr. Powers reviewed the list before the Board noting minor changes made since the memo had been generated.

Jamie Goodwin of the Harwich Channel clarified the update on the new camera.

Mr. Powers continued through the list noting specific items.

Mr. MacAskill asked when the Board will review re-appropriation of funds. He asked for additional explanation on when projects will be initiated or when the funds will be returned.

Mr. Powers responded that they are presently reviewing those numbers. The age of the proposed projects will be considered in the rebalancing. He also noted related projects.

Mr. MacAskill requested an update on the Willow Street project.

Mr. Powers responded that Katie Cline, Legal Counsel had evaluated the next step. They are reaching out to the original surveyor to ask her questions. He believes that the answers are straight forward and the process is done but they are waiting to have that conversation. He explained that it is a legal matter, not a procurement issue.

Mr. MacAskill questioned the Fund, Land Research for assessing purposes and asked for clarification on how the money was spent by the company they hired to do the research. He would like to verify that none of that money was used for the second contract for tax rate certificate.

Mr. Handler asked about the next steps on By-Law Charter analysis which Ms. Kavanagh answered with an update. He also asked if there is an active Request for Proposal (RFP) on the Sand Pond Restroom Project.

Mr. Powers responded and explained next steps going forward with another RFP if there is interest in the project.

Ms. Kavanagh asked about the money noted for the Americans Disability Act (ADA) sidewalks in Harwich Center.

Mr. Powers responded with the update and explanation on that project.

IX. CONTRACTS

A. Vote to approve a contract with GHD in the amount of \$4,332,000 for construction phase services in relation to the Phase 3 wastewater project

Mr. Powers explained the benefit to approving this contract.

Mr. Handler moved to approve the contract with GHD as presented, seconded by Mr. Howell.

Mr. MacAskill commented that it is no reflection on GHD but he will vote no because the contract is incomplete. It is without a signature from the Finance Director showing approved funds and a procurement check list.

Mr. Powers responded that Mr. Pelletier informed him that as of 5:30PM this date, they do have the Appropriation.

Mr. MacAskill emphasized that he is not in any way against this contract, but it is not complete.

Mr. Howell agreed and suggested that they delay voting on this contract.

Mr. Handler withdrew his motion. Mr. Howell withdrew his second.

X. TOWN ADMINISTRATOR'S REPORT

Mr. Powers reported that Natasha Lyon, the new Executive Assistant to the Town Administrator will begin next Monday. He also announced the contract with Duffy Health Center.

XI. SELECT BOARD'S MEMBER REPORT

Mr. MacAskill asked the Town Administrate to pass along to Mr. Pelletier that he is very happy with GHD. Mr. MacAskill requested that the Board be given an updated tax lien list on 11 x 17 paper with large font. He also requested that an update 204 Sisson Road including programs and

February 5, 2024

procurement be on a future agenda. He would also like to agenda the Pickle Ball rates at 204 Sisson Road.

XII. CORRESPONDENCE

None

XIII. ADJOURNMENT

Mr. Howell moved to adjourn, seconded by Mr. Handler.

Vote 4:0 in favor. Motion carried.

Respectfully submitted,

Judi Moldstad
Board Secretary

February 5, 2024

PUBLIC HEARINGS

&

PRESENTATIONS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Stormwater Permit Application – “Wildlife Circle”

Date: February 9, 2024

The applicant has requested a continuance of this hearing in order to satisfy the requirements of the Stormwater Regulations as recommended by our engineering consultant, VHB. Revised documents are needed before a permit can be issued.

Please continue this hearing to Tuesday, February 20, 2024 no earlier than 6:00 pm.

Thank you!

**TOWN OF HARWICH
SELECT BOARD**

NOTICE OF PUBLIC HEARING

Vote by Mail for the Special Town Election to be held April 9, 2024

The Harwich Select Board will hold a Public Hearing on February 12, 2024, no earlier than 6:00 PM in the Donn B. Griffin Room located at Town Hall, 732 Main Street, Harwich for the purpose of considering whether to opt out of early Voting by Mail for the Special Town Election scheduled for April 9, 2024, as authorized under MGL c. 54, § 25B. Please note, action on this topic will not impact early voting by Absentee ballot, which will remain available for all qualified voters in all elections.

All members of the public having an interest in this topic are cordially invited to attend. Remote participation is also offered. Please see the posted agenda for dial in information.

Julie E. Kavanagh, Chair
Michael D. MacAskill, Vice Chair
Jeffrey F. Handler
Donald F. Howell

Harwich Select Board



Town of Harwich

TOWN CLERK'S OFFICE

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

m e m o

TO: Select Board

FROM: Emily Mitchell, Town Clerk

DATE: February 7, 2024

RE: **Vote by Mail for April 9, 2024 Special Town Election**

The VOTES Act state election reform law that passed in July 2022 now *requires* communities to offer early Voting by Mail in all state and federal elections, and considers Vote by Mail the *default* in local elections unless the Select Board opts out via public roll call vote following a public hearing. Your February 12, 2024 meeting provides you the opportunity to consider opting out of Vote by Mail for the Special Town Election to be held on April 9, 2024 to fill the vacant Select Board seat.

For the reasons I will describe in much greater detail below, I am recommending that you vote to opt out of Vote by Mail for the Special Town Election.

Absentee Voting vs. Vote by Mail

Absentee voting is enshrined in the state constitution and allows voters who meet certain qualifying criteria to cast their ballot by mail in all elections (local, state, and federal). To qualify to vote Absentee, a voter must meet one of the following criteria:

- Absent from Town on Election Day,
- Physical disability that prevents them from voting at their polling location, or
- Unable to vote at their polling location due to religious beliefs.

When signing an absentee ballot application, the voter signs under the pains and penalties of perjury that at least one of the above criteria applies to them. They do not need to identify which criterion applies and staff do not investigate eligibility.

Your potential action to opt out of Vote by Mail has no impact on Absentee voting; it will remain available for all qualified voters in all elections.

Early Voting by Mail is often described as “no excuse” absentee voting. Essentially, it allows any voter to cast their ballot by mail without meeting the qualifying criteria associated with voting Absentee. It was first allowed in Massachusetts in July 2020 and was established in response to the COVID-19 pandemic. It was authorized specifically for the 2020 State Primary in September and Presidential Election in November. The VOTES Act legislation made early “no excuse” Vote by Mail permanent in Massachusetts and was enacted in time for the 2022 State Primary in September and State Election in

November. This law was in place for our 2023 Annual Town Election, and the Select Board did not take any action to opt out.

Importantly, the VOTES Act also now requires the MA Secretary of the Commonwealth’s Office to mail Vote by Mail application postcards to all registered voters no later than 45 days before each state and federal election. The post card applications associated with the March 5, 2024 Presidential Primary Election reached registered voters beginning in mid-January. I’ve provided photos of what those applications look like, though you are likely familiar from receiving them in your own mailbox.

You’ll note that these applications allow voters to select which 2024 elections they would like to receive Vote by Mail ballots for, and they include four options:

- All 2024 Elections
- Presidential Primary (March 5)
- State Primary (September 3)
- Presidential Election (November 5)

The postcard applications make no reference at all to local elections. However, because the default under the law is that Towns offer Vote by Mail for their local elections, any voter who checks the “All 2024 Elections” option is considered to have requested ballots for any local elections in 2024.

To date, we have processed 1,613 Vote by Mail applications where the “All Elections” option was selected. All 1,613 of those “All Elections” applications have been noted as requests for Vote by Mail ballots for the April 9 Special Town Election. Of those, 1,503 were submitted via the postcard application and 110 were submitted through the Secretary of the Commonwealth’s online application portal. We have received only 1 Vote by Mail application where the Special Town Election was specifically checked off. We anticipate receiving hundreds more applications with “All Election” selected prior to the March 5 Presidential Primary.

For comparison, in our 2023 Annual Town Election, where no excuse Vote by Mail was offered, but no state-initiated postcard application was mailed to voters, 75 voters submitted a Vote by Mail application and 57 voters cast their ballot early by mail. Note: these numbers relate only to early Vote by Mail; other voters voted via the Absentee ballot process.

Cost

Processing Vote by Mail requests and ballots is a cost both in dollars and in staff and election worker time. The following is a rough cost breakdown for Vote by Mail expenses for the April 9 Special Town Election, factoring in the application volume we’re processing specifically from the state postcards:

Ballot Printing (because we’d be mailing a number of ballots that approximates our ordinary total turnout for local elections, we would have to increase the number of local election ballots ordered)	\$1,500
Postage (approx. \$0.92 per mailed ballot kit)	\$1,800
Miscellaneous Office Supplies (mailing labels, envelope sealer)	\$500
Election Worker Wages (150-200 hours total)	\$2,400 - \$3,200
Town Clerk’s Office Staff Overtime (15 hours)	\$600
Total:	\$6,800 - \$7,600

A fraction of these costs were included in the initial special election cost estimate I provided to you in the Fall. At that point, we did not know what the state postcards would look like (e.g. if they would make reference to local elections so that voters could make a more informed decision when completing the application) or what the response rate would look like. As we are now processing the cards, we have updated real-time data that indicates the Vote by Mail costs would be higher than anticipated.

Beyond monetary cost, processing Vote by Mail ballots has a meaningful opportunity cost in terms of Town Clerk's Office staff time. The actual ballot kits must be put together – a series of three envelopes, the ballot, and Vote by Mail instructions, and four labels per individual ballot kit must be printed and affixed. All mailed ballots are separately manually tracked by staff upon 1. Application receipt, 2. Ballot mailing, 3. Ballot receipt, and 4. Ballot processing. Generally speaking, a mailed ballot requires exponentially more staff time than a ballot cast in person on Election Day.

During the 3-4 weeks prior to an Election that involves mailed early ballots, Town Clerk's Office staff spend a significant majority of business hours, and often times overtime hours, focused solely on processing Vote by Mail ballots. This impacts other core services including processing and issuing Vital records, taking marriage intentions, issuing business certificates, responding to records requests, etc. – all things that can be time-sensitive and where a delay can meaningfully negatively impact our residents.

I strongly support the changes in elections laws that expand voter access and participation. In many ways, the permanent codification of no excuse Vote by Mail has supported that goal for Massachusetts residents broadly and Harwich residents specifically. The staff and election worker time and the dollar cost involved in this process are absolutely worth it when voters are given the tools and information they need to apply for Vote by Mail ballots and to accurately return them. For the state elections where this law has been in place, we've seen a very high return ratio when comparing Vote by Mail applications to returned mailed ballots.

I remain concerned that, specifically with the state postcard applications that make no reference to local elections, voters have not been given the tools and information to know the impact of submitting an application on voting in local elections. As the numbers mentioned above show, only 1 Harwich voter has specifically requested a Vote by Mail ballot for the Special Town Election. During the 2023 Annual Town Election when all laws were the same but no state postcard was mailed prior to Election Day, 57 Harwich voters chose this voting method.

In light of the above, I am recommending that the Board strongly consider opting out of Vote by Mail for the Special Town Election on April 9, 2024. If I can provide any additional information in support of your deliberations or in support of our voters, I am happy to do so any time.

Thank you.

Secretary of the Commonwealth
Vote by Mail Application Postcards – pre-Presidential Primary Election

Unenrolled Vote by Mail Application:

 <h2>I WANT TO VOTE!</h2> <p>Official Vote by Mail Application</p>									
Voter Information: Voter Last Name, Voter First Name Voter Residential Address  ABC-abc-1234 0-1 Mail ballot to me at (if different): _____ _____ Phone Number (optional): _____	Elections: <input type="checkbox"/> All 2024 Elections <input type="checkbox"/> Presidential Primary (Mar. 5) <input type="checkbox"/> State Primary (Sept. 3) <input type="checkbox"/> State Election (Nov. 5) Primary Ballots REQUIRED FOR PRIMARY VOTERS To receive a primary ballot, you must choose a party: <table border="0"><tr><td>PRESIDENTIAL Primary Ballot</td><td>STATE Primary Ballot</td></tr><tr><td><input type="checkbox"/> Democratic</td><td><input type="checkbox"/> Democratic</td></tr><tr><td><input type="checkbox"/> Republican</td><td><input type="checkbox"/> Republican</td></tr><tr><td><input type="checkbox"/> Libertarian</td><td><input type="checkbox"/> Libertarian</td></tr></table>	PRESIDENTIAL Primary Ballot	STATE Primary Ballot	<input type="checkbox"/> Democratic	<input type="checkbox"/> Democratic	<input type="checkbox"/> Republican	<input type="checkbox"/> Republican	<input type="checkbox"/> Libertarian	<input type="checkbox"/> Libertarian
PRESIDENTIAL Primary Ballot	STATE Primary Ballot								
<input type="checkbox"/> Democratic	<input type="checkbox"/> Democratic								
<input type="checkbox"/> Republican	<input type="checkbox"/> Republican								
<input type="checkbox"/> Libertarian	<input type="checkbox"/> Libertarian								
<p>→ Signed: _____ Date: _____</p> <p>I swear (or affirm) under penalty of perjury that I am a qualified voter at the above listed legal voting residence. ILLEGAL VOTING PUNISHABLE UNDER STATE AND FEDERAL LAWS Secretary of the Commonwealth • Elections Division • One Ashburton Place, Room 1705, Boston, MA 02108</p>									

Enrolled Vote by Mail Application:

 <h2>I WANT TO VOTE!</h2> <p>Official Vote by Mail Application</p>	
Voter Information: Voter Last Name, Voter First Name Voter Residential Address  ABC-abc-1234 0-1 Mail ballot to me at (if different): _____ _____ Phone Number (optional): _____	Elections: <input type="checkbox"/> All 2024 Elections <input type="checkbox"/> Presidential Primary (Mar. 5) <input type="checkbox"/> State Primary (Sept. 3) <input type="checkbox"/> State Election (Nov. 5) Primary Ballot You are enrolled in the XXXXXXXXXX Party. You will receive that party's ballot for the primaries selected above.
<p>→ Signed: _____ Date: _____</p> <p>I swear (or affirm) under penalty of perjury that I am a qualified voter at the above listed legal voting residence. ILLEGAL VOTING PUNISHABLE UNDER STATE AND FEDERAL LAWS Secretary of the Commonwealth • Elections Division • One Ashburton Place, Room 1705, Boston, MA 02103</p>	

**LEGAL NOTICE
TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
JANUARY 29, 2024**

The Harwich Select Board will hold a Public Hearing to solicit public comment on proposed golf fees for 2024 at Cranberry Valley Golf Course. The Hearing will be held on Monday, January 29, 2024, in the Griffin Room at Harwich Town Hall, 732 Main Street, no earlier than 6:00 P.M. Remote participation is also available, please see posted agenda for dial in information.

Julie E. Kavanagh, Chair
Michael D. MacAskill, Vice-Chair
Jeffrey Handler, Clerk
Donald F. Howell

Cape Cod Chronicle
January 11, 2024

**LEGAL NOTICE
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Julie E. Kavanagh, Chair
Michael D. MacAskill, Vice-Chair
Jeffrey Handler, Clerk
Donald F. Howell

The Cape Cod Chronicle
Jan. 11, 2024



Cranberry Valley Golf Course
Harwich, MA

Memo

To: Select Board
From: Roman Greer, Director of Golf
cc: Joseph Powers, Town Administrator
Date: 12/20/2023
Re: 2024 Rates & Fee Recommendation

Dear Madame Chair and Members of the Board,

Please find the Golf Department recommendation for 2024 Rates & Fees at Cranberry Valley. I have advertised a legal public hearing at the January 8, 2024 Select Board meeting to solicit public feedback.

Please find the public hearing notice, the recommendation, the proposed 2024 rate sheet and competitive market comparison, and historical data attached for you and the public's benefit.

I look forward to our discussion on January 8th.

Respectfully Submitted,

Roman Greer, PGA
Director of Golf
Town of Harwich

Golf Department Rates & Fees Recommendation 2024

Goals:

- Increase general fund revenues to offset requested budget increases for FY25. Requested increases are primarily due to personnel cost increases (the result of collective bargaining contracts).
- Continue accumulating funds in Golf Improvement Fund (GIF) in anticipation of a major Irrigation system upgrade scheduled in FY25. The golf department is budgeting to pay 100% of the costs for this upgrade out of the GIF.
- Continue to prioritize Harwich residents by offering a Harwich resident daily greens fee. This will present a discounted “pay-as-you-go” option for residents who may not play enough rounds to make the Annual Pass a value.
- Continue raising the rate on Non-Resident Annual Pass to a fair market value.

Recommendation:

Annual Pass – Increase Harwich Resident Adult category by \$50 (retaining \$25 in Golf Improvement Fund (GIF))

Increase Non-Resident Adult Annual Pass category by \$100 (retaining \$25 in GIF)

Greens Fees and Cart Fees – Introduction of Harwich Resident Greens Fee rate of \$50

Rationale:

Golf Department rates have followed a model of “every other year” alternating raising annual passes and greens fees/cart fees for the past 8 years. This model has worked well as it does not put undue recurring pressure on any one segment of our customer base. Last year greens fees and cart fees were increased. This year I recommend looking primarily to Annual Passes to generate additional general fund revenue and project funding needs.

Anticipating a modest increase to FY25 budget request, primarily to address salary and wage obligations, the rate & fee recommendation for 2024 will generate additional general fund revenue to offset budget increases while also feeding additional funds into the Golf Improvement Fund so that the Golf Department can pay for the scheduled FY25 Irrigation Upgrade in full.

As an additional benefit to Harwich Residents, a Harwich Resident greens fee is recommended. This recommended new fee recognizes the support local tax paying residents have provided the golf course, by offering Harwich Residents a discounted daily fee to play the golf course, as an option to purchasing the Annual Pass. Nationally, this is the most common

fee arrangement at a municipal golf course, offering a resident rate and a non-resident rate daily. Currently, a Harwich Resident who chooses not to purchase the annual pass pays the same daily rate as a non-resident. The Harwich Resident daily greens fee of \$50 was determined using the Golf Department's "cost per round". Using general trends of 40,000 rounds played annually divided into a \$2 million operating budget, the Golf Department "cost per round" is \$50. This also represents a fair market minimum rate.

Golf Department general fund revenues hit another high-water mark in FY23 of over \$2.26 million. The golf department retired the last of its "old debt" in FY22 (2006 Golf Course Renovation), leaving the golf department with only 1 current debt service (Golf Infrastructure/Cart Barn Project) which it continues to fund 100% of the obligation out of the Golf Infrastructure Revolving Fund. The rates & fee recommendation presented will see the golf department fund its direct budgetary expenses, all current and future projects and debt (including the scheduled FY25 Irrigation System Upgrade) and indirect employee costs such as life insurance, health insurance and Medicare.

Competitive market research among other Cape municipal facilities finds Cranberry Valley remaining appropriately placed in the marketplace with among the highest daily greens fees and the lowest cost for resident annual pass. Cart and range fees remain competitive as well. Please see attached market research for details.

Potential Financial Impact:

Annual Pass: Adult Harwich Residents = 839 x \$50 increase= \$20,975 to General Fund and \$20,975 to Golf Improvement Fund*

Annual Pass: Adult Non-Residents = 312 x \$100 = \$23,400 to General Fund and \$7,800 to Golf Improvement Fund*

Harwich Resident Daily Fee – Difficult to predict the financial impact but I expect a positive overall financial impact, as any amount of Harwich Residents who choose the "play-as-you-go" option over the Annual Pass will negatively affect Annual Pass revenues but will positively affect the greens fees. If there is a significant number of residents who choose this option, the tee-time distribution can be altered between Annual Pass Holders and Public Play (which would include Harwich daily fee players) to keep an appropriate ratio and not negatively impact revenues.

Total potential revenue impact – General Fund =\$44,375

Golf Improvement Fund = \$28,775

Respectfully submitted,

Roman Greer, PGA

Director of Golf



Cranberry Valley Rates & Fees - Proposed for 2024

GREEN FEES:

Monday –Thursday

March 18 th – May 23 rd	\$50	(+1)
May 28 th – Aug 29 th	\$85	
Sept 2 nd – Sept 26 th	\$65	
Sept 30 th – Dec 12 th	\$50	(+1)

Friday, Saturday, Sunday & Holidays

March 15 th - April 7 th	\$50	(+1)
April 12 th -May 5 th	\$65	
May 10 th – Oct 14 th	\$85	
Oct 18 th – October 27 th	\$65	
Nov 1 st – Dec 15 th	\$50	(+1)

Shoulder Season Weekday (M-Th) Hotel Rate: \$65 (includes cart) Before Memorial Day and after Labor Day

MISCELLANEOUS FEES:

Harwich Resident Rate	\$50	(new)
Mid-Day Rate (Mon-Thurs, 1:00PM – Twilight)	\$60	
Mid- Day Rate (Fri-Sun, 1:00PM – Twilight)	\$70	
Twilight Rate (After 3:30PM) (Oct. after 2:30)	\$35	
Twilight Rate (After 4:00PM June, July, August)	\$35	
Junior Back 9 (First hour of play) and Twilight	\$15	
Back 9 (First hour of play)	\$40	
9 Hole Rate (Sunday – Thursday after 1:00PM)	\$40 (based on availability)	
Replay Rate	\$40	
Temporary Green Fee	\$25	
Active Military Discount	25% off Green Fees	
Golf Cart 18 Hole (per person)	\$25	
Golf Cart 9 Hole (per person)	\$14	
Pass Holder Golf Cart 18 Hole (per person)	\$23	
Pass Holder Golf Cart 9 Hole (per person)	\$12	
Walking Push Cart 18 Hole	\$8	
Walking Push Cart 9 Hole	\$5	
Range Ball Bucket	\$5 small / \$8 large	
Bulk Range Purchases:		
10 large (\$80 value)	\$60 (25% discount)	
20 large (\$160 value)	\$100 (37.5% discount)	
40 large (\$320 value)	\$160 (50% discount)	

ANNUAL PASS

Adult Harwich Resident	\$910	(+50)
Adult Non-Resident	\$1260	(+100)
Young Adult Harwich Resident (age 19-30 as of May 1 st)	\$610	(+50)
Harwich Collegiate (19-24 as of May 1 st requiring student ID)	\$300	
Junior Harwich/Chatham Resident (age 7-18 as of May 1 st)	\$150	
Junior Non Resident (age 7-18 as of May 1 st)	\$350	
GHIN Handicap Service	\$55	

1/3rd discount off annual pass is offered to those with a military service related disability of at least 51%. A letter from the VA must be presented to verify qualification for the discount.

2024 Rates & Fees
Market Comparisson

Annual Pass	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
Resident	\$ 860	\$ 910	\$1,300*	\$960*	\$1,320*	\$ 1,235
Non-Resident	\$ 1,160	\$ 1,260	\$2,160*	\$1,430*	\$1,320*	\$ 1,640
Young Adult	\$ 560	\$ 560	n/a	695/875	\$ 830	\$ 695
Collegiate	\$ 300	\$ 300	450/650	315/370	\$ 340	\$ 300
Junior	150/300	150/300	204/292	185/260	\$ 115	\$ 150

Greens Fees	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
Weekday						
March 22-May 27	\$ 49	\$ 50	52/62*	\$47*	\$45*	45/50
May 31-Sept 1	\$ 79	\$ 85	79/84*	\$72*	\$69*	\$ 77
Sept 6-Sept 29	\$ 65	\$ 65	62*	\$57*	\$69*	\$ 52
Oct 3-Dec 15	\$ 49	\$ 50	52/47*	\$47*	\$45*	\$ 45

Weekend	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
March-April 9	\$ 49	\$ 50	47/62*	\$57*	\$50*	\$ 40
April 14-May 7	\$ 65	\$ 65	62/79*	\$57*	\$50*	45/60
May 12-Oct 10	\$ 79	\$ 85	\$84*	\$72*	\$85*	\$ 77
Oct 15-Oct 30	\$ 65	\$ 65	\$62*	\$57*	\$50*	\$ 45
Nov 4-Dec 19	\$ 49	\$ 50	47*	\$37*	\$50*	\$ 40

Misc Rates	CV	CV Proposed	Captains	Dennis	Yarmouth	Barnstable
Mid-Day (Mon-Thr)	\$ 59	\$ 60	\$57*	\$60*	\$55*	\$ 52
Mid-Day (Fri-Sun)	\$ 69	\$ 70	\$57*	\$60*	\$65*	\$ 77
Twilight	\$ 35	\$ 35	\$37*	\$31*	\$35*	\$ 35
Golf Cart 18	\$ 24	\$ 25	\$25*	\$22*	\$25*	\$ 22
Golf Cart 9	\$ 14	\$ 14	\$15*	\$16*	\$16*	\$ 12
Pass Holder Cart 18	\$ 22	\$ 23	\$20*	\$16*	\$25*	
Pass Holder Cart 9	\$ 12	\$ 12	\$11*	\$11*	\$16*	

*2024 proposed rates for other towns, not yet confirmed

Annual Pass Sales

	Harwich	Chatham	E/O	Non Resider Junior	Young Adult Collegiate	Total		
FY16	823	119	36	19	99	NA	NA	1096
FY17	756	152	27	16	102	23	NA	1076
FY18	800	164	41	23	98	47	NA	1173
FY19	763	185	41	19	81	60	NA	1149
FY20	693	203	35	22	57	71	38	1119
FY21	756	228	41	38	66	62	46	1237
FY22	809	232	52	43	64	60	56	1316
FY23	829	NA	NA	312	77	62	53	1333

Cranberry Valley Rates

2016 2017 2018 2019 2020 2021 2022 2023 2024 Proposed

Memberships

Adult Resident	\$770	\$770	\$790	\$ 790	\$810	\$ 810	\$ 860	\$ 860	\$ 910
Chatham	\$770	\$770	\$790	\$ 790	\$835	\$ 910	\$ 1,060	\$ 1,160	na
Eastham & Orleans	\$870	\$870	\$890	\$ 890	\$910	\$ 910	\$ 1,060	\$ 1,160	na
Non-Resident	\$1,070	\$1,070	\$1,090	\$ 1,090	\$1,110	\$ 1,110	\$ 1,160	\$ 1,160	\$ 1,260
Jr Resident 1 (9-17)	\$125	\$125	\$125	\$ 125	\$125	\$ 125	\$ 125	\$ 125	\$ 125
Jr Resident 2 (18-21)	\$150	\$150	NA	NA	NA	NA	NA	NA	NA
Collegiate (FT<25)	NA	NA	NA	NA	250	\$ 250	\$ 250	\$ 250	\$ 250
Young Adult (22-30)	NA	\$470	\$490	\$ 490	\$510	\$ 510	\$ 560	\$ 560	\$ 560
Jr Non Resident	\$350	\$350	\$350	\$ 350	\$350	\$ 350	\$ 350	\$ 350	\$ 350
Golf Improvement	\$75	\$75	\$75	\$ 75	\$95	\$ 95	\$ 115	\$ 115	\$ 140
Infrastructure Fund	NA	NA	\$ 20	\$ 20	\$20	\$ 20	\$ 20	\$ 20	\$ 20

Green Fees

Monday-Thursday

3/2-May (before Mem Day)	\$42	\$42	\$44	\$ 44	\$ 44	\$ 49	\$ 49	\$ 49	\$ 50
May (Mday)-Sept (Lday)	\$69	\$69	\$74	\$ 74	\$ 74	\$ 79	\$ 79	\$ 85	\$ 85
Sept (LDay)-Dec 19	\$42	\$42	\$44	\$ 44	\$ 44	\$ 49	\$ 49	65/49	65/50

Fri-Sat-Sun-Holiday

3/1-April 23	\$58	\$58	\$60	\$ 60	\$ 60	\$ 65	\$ 65	49/65	50/65
April 31-Oct (Cday)	\$72	\$72	\$74	\$ 74	\$ 74	\$ 79	\$ 79	\$ 85	\$ 85
Oct (Cday)-Nov 1	\$58	\$58	\$60	\$ 60	\$ 60	\$ 65	\$ 65	\$ 65	\$ 65
Nov 6-Dec 13	\$42	\$42	\$44	\$ 44	\$ 44	\$ 49	\$ 49	\$ 49	\$ 50

Mid Day (1-2:30)	NA	NA	na	na	na	na	na	na	na
Mid Day 1-3 M-Th	\$52	\$52	\$54	\$ 54	\$ 54	\$ 59	\$ 59	\$ 60	\$ 60
Mid Day 1-3 F-Su	\$62	\$62	\$64	\$ 64	\$ 64	\$ 69	\$ 69	\$ 70	\$ 70
Junior Twilight	NA	\$15	\$15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
9 HOLE RATE - SUN-THU	NA	\$36	\$38	\$ 38	\$ 38	\$ 40	\$ 40	\$ 40	\$ 40

Rounds at CV

	March	April	May	June	July	August	September	October	November	December	Total
2015	141	2195	5170	5687	7820	7628	5370	3517	1733	728	39989
2016	366	2132	4042	6422	8542	7806	5225	3039	1728	346	39648
2017	111	2107	3886	6058	8306	7930	5541	3828	1916	231	39914
2018	4	1632	4498	6101	8670	8171	5730	3778	1070	190	39844
2019	209	1657	4784	6549	6001	7474	5994	3647	1202	75	37592
2020	10	0	2341	6762	9407	8396	7239	4959	2946	928	42988
2021	1251	2987	5326	7378	8255	8244	5883	4347	2245	498	46414
2022	355	2988	5206	6772	9059	8060	6213	3832	1860	303	44648
2023	531	2972	5687	6491	8931	7903	5619	4417	1453	197	44201
avg	330.88889	2074.4444	4548.8889	6468.8889	8332.3333	7956.8889	5868.2222	3929.3333	1794.7778	388.44444	41693.11

The importance of small business to Cape Cod + the local economy

AMANDA CONVERSE

EXECUTIVE DIRECTOR + CO-FOUNDER, LOVE LIVE LOCAL INC



Love Live Local is a non-profit organization dedicated to strengthening Cape Cod's local economy by promoting the importance of supporting small businesses and fostering a thriving community.

Through education, advocacy, and direct support, we strive to inspire residents and visitors alike to invest in our unique local businesses and contribute to the sustainable growth of our region.

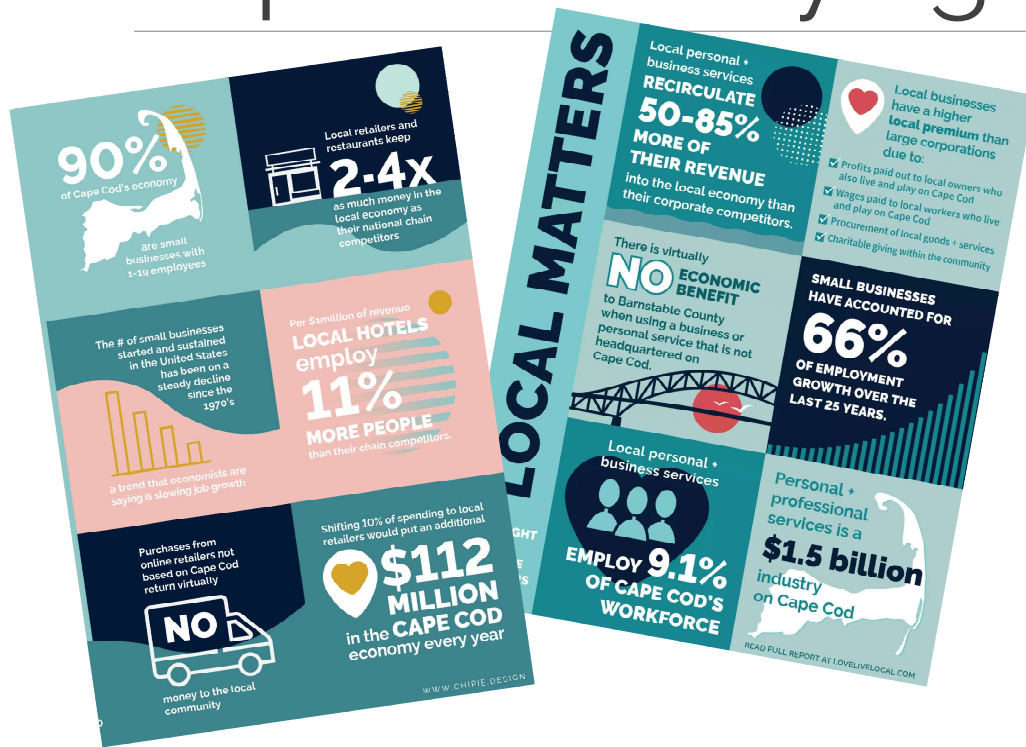


Small local businesses

- Provide a huge part of a local community's tax revenue
- Provide jobs
- Support local nonprofits
- Keep communities unique
- Keep money in the community



Impacts of buying local



- When dollars are spent locally, they can in turn be re-spent locally, raising the overall level of economic activity, paying more salaries, and building the local tax base.
- Local businesses keep 1.5-4x as much money in the local economy as their national chain competitors.
- Locally owned businesses employ more people per square foot and per \$1 million revenue than their corporate competitors.
- Put into real dollars: a market shift of just 10% from chains stores to independent stores would retain an additional \$112 million in the local economy every year.
- Locally owned businesses consistently exceed their chain and online competitors recirculating and investing their money in the local economy, creating more local jobs and wealth.



Smart security for every home

blink
Works with Alexa



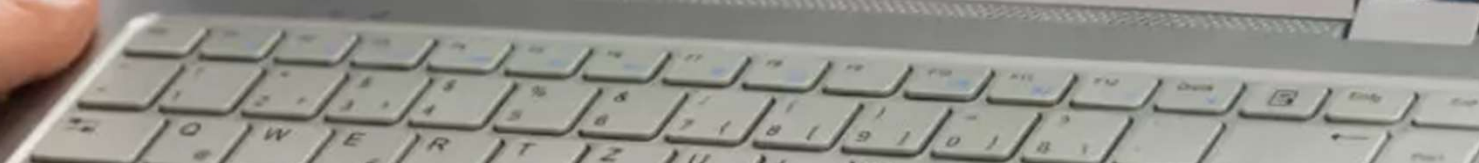
Deals inspired by your recent history



"Impact Winter"



Shopbop's latest styles



Impacts of corporate concentration

- Impedes innovation and quality customer service
- Holds down wages
- Leads to a reduction or supply and/or an increase in prices
- Leaves supply chains vulnerable to disruption
- Costs the average household \$5,000-\$50,000 a year





Racial Wealth Gap

- Massachusetts has the sixth biggest wealth gap by race in the US.
- The median net worth of black families in Massachusetts was \$8 while their white counterparts had a median net worth of \$247,500.
- If Massachusetts could close the wealth gap in the black and Latino communities by increasing ownership, the state could grow its economy by \$25 billion over 5 years.

Shifting 10% of spending to local retailers would put an additional

 **\$112**
MILLION
in the **CAPE COD**
economy every year

Making the shift – how businesses can be supported right now

- Reduce costs of doing business with permits and fees or by creating credits and exemptions wherever possible.
- Provide access to resources through grants and technical assistance, as well as by increasing procurement of local goods and services.
- Limit corporate power + concentration through things like antitrust legislation, broadband expansion, right to repair laws, and establishing a public bank.
- Support Main Streets + downtowns with funding and things like data collection since this is where many of our mom-and-pop shops call home.
- Advocate for equitable access to business ownership.

Love Live Local
lovelivelocal.com

@lovelivelocal

539 South Street,
Hyannis, MA



NEW BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
From: Joseph F. Powers, Town Administrator
CC: Meggan Eldredge, Assistant Town Administrator
RE: Fiscal Year 2025 Departmental Operating Budgets
Date: February 9, 2024

Enclosed please find an updated Sources and Expenses worksheet for Fiscal Year 2025 as well as a line-by-line list of departmental operating estimates.

As you will see, the Sources and Expenses worksheet has been revised to reflect updated numbers including the Town's share of group health insurance. Departmental budgets are displayed in the usual manner of comparing the two previous fiscal years to the budget recommended by the Administrator, along with a percent change column.

Be advised that all numbers continue to be estimated and reflect a snapshot in time using information available. I have a meeting scheduled with the Finance Director and Assistant Town Accountant on Monday to review the most up-to-date information and so it is likely that additional revisions will be made. These spreadsheets will be discussed in more detail Monday evening, and I welcome your insight.

FY25 BUDGET REVENUE (SOURCES) AND EXPENSES (USES)			
REVENUES (Sources)	FY24	FY25	% CHANGE
FY Levy Limit	50,671,734.00	52,443,231.00	3.50%
2.5% Increase	1,266,778.00	1,311,080.78	3.50%
Estimated New Growth	504,719.00	500,000.00	-0.93%
County Assess Outside 2.5	264,793.00	264,793.00	0.00%
Exempt Debt	5,617,206.00	5,139,186.00	-8.51%
		-	
FY Levy Limit	58,325,230.00	59,658,290.78	2.29%
<u>Other Revenue</u>			
Unrestricted Gen Gov't Aid	823,781.00	872,898.00	5.96%
Estimated Local Receipts	15,425,923.00	16,307,075.00	5.71%
Interfund Transfers *	749,096.00	1,106,450.00	47.70%
Indirect Transfers (Water)	818,913.00	886,099.00	8.20%
	17,817,713.00	19,172,522.00	7.60%
TOTAL ESTIMATED REVENUES	76,142,943.00	78,830,812.78	3.53%
EXPENSES (Uses)			
RECAP ITEMS			
State Assessments	835,503.00	871,180.00	4%
Overlay	560,466.45	325,000.00	-42%
	1,395,969.45	1,196,180.00	-14%
ARTICLE 4 ITEMS			
Departmental Budgets w/o EOS	29,686,534.00	30,755,254.11	4%
Group Health Insurance	5,362,192.00	5,791,167.36	8%
County Retirement Assessment	3,474,024.00	3,650,000.00	5%
Property & Liability Insurance	976,060.00	1,019,982.70	4%
Unemployment Insurance	20,000.00	20,000.00	0%
OPEB Trust Fund Transfer	250,000.00	250,000.00	0%
Debt (GF, Golf, WW)	2,541,800.00	3,224,589.00	27%
	42,310,610.00	44,710,993.17	6%
SCHOOL ASSESSMENTS			
Momomoy	28,469,466.00	30,393,653.00	7%
CC Regional Technical School	2,014,200.00	2,204,820.00	9%
	30,483,666.00	32,598,473.00	7%
WASTEWATER SUBSIDY			
Wastewater Ent Fund subsidy **	1,015,050.00	467,485.00	-54%
	1,015,050.00	467,485.00	-54%
TOTAL ESTIMATED EXPENSES	75,205,295.45	78,973,131.17	5.01%

FY2025 Operating Estimates					
DEPT #	DEPT NAME	2023 BOS-VOTED	2024 BOS-VOTED	TA (w/o EOS)	% Change
114	MODERATOR S&W	1,000	1,000	1,000	0.00%
114 Total		1,000	1,000	1,000	0.00%
122	SELECTMEN S&W	762,500	12,500	12,500	0.00%
122	SELECTMEN - EXP	8,750	8,750	8,750	0.00%
122 Total		771,250	21,250	21,250	0.00%
131	FINANCE COMMITTEE S&W	3,000	3,000	3,000	0.00%
131	FINANCE COMMITTEE RESERVE FUND	50,000	50,000	50,000	0.00%
131	FINANCE COMMITTEE - EXP	2,000	2,000	2,000	0.00%
131 Total		55,000	55,000	55,000	0.00%
135	TOWN ACCOUNTANT - SAL	284,406	282,824	293,694	3.84%
135	TOWN ACCOUNTANT - EXP	8,139	9,844	10,344	5.08%
135 Total		292,545	292,668	304,038	3.88%
136	AUDIT - EXP	45,000	49,000	49,000	0.00%
136 Total		45,000	49,000	49,000	0.00%
141	ASSESSORS - S&W	206,844	234,344	211,742	-9.64%
141	ASSESSORS - EXP	140,450	147,080	162,102	10.21%
141 Total		347,294	381,424	373,844	-1.99%
143	TOWN COLLECTIONS - S&W	15,000	14,000	14,000	0.00%
143	TOWN COLLECTIONS - EXP	6,140	9,190	9,190	0.00%
143 Total		21,140	23,190	23,190	0.00%
144	POSTAGE	50,000	50,000	50,000	0.00%
144 Total		50,000	50,000	50,000	0.00%
145	TREASURER - S&W	296,268	307,839	284,321	-7.64%
145	TREASURER - EXP	92,353	93,173	135,653	45.59%
145 Total		388,621	401,012	419,974	4.73%
148	Medicare	260,000	260,000	260,000	0.00%
148	Vacation/Sick- Payout (Buy Back)	184,355	216,000	226,924	5.06%
148 Total		444,355	476,000	486,924	2.30%
149	ADMINISTRATION - S&W	543,821	421,593	436,792	3.61%
149	ADMINISTRATION - EXP	133,000	163,000	139,000	-14.72%
149 Total		676,821	584,593	575,792	-1.51%
152	LEGAL SERVICES - EXP	185,000	185,000	185,000	0.00%
152	CLAIMS & SUITS	500	500	500	0.00%
152 Total		185,500	185,500	185,500	0.00%
155	INFORMATION TECHNOLOGY - S&W	91,940	94,758	101,503	7.12%
155	INFORMATION TECHNOLOGY - EXP	439,500	474,247	449,001	-5.32%
155 Total		531,440	569,005	550,504	-3.25%
156	IT CHANNEL 18 S&W	153,629	169,054	174,964	3.50%
156	IT CHANNEL 18 EXPENSES	37,240	48,400	52,000	7.44%
156 Total		190,869	217,454	226,964	4.37%
157	CONSTABLE S & W	700	700	700	0.00%
157 Total		700	700	700	0.00%
161	TOWN CLERK - S&W	238,499	249,927	295,813	18.36%
161	TOWN CLERK - EXP	61,304	60,360	74,500	23.43%
161 Total		299,803	310,287	370,313	19.35%
171	CONSERVATION - S&W	160,786	197,658	214,177	8.36%
171	CONSERVATION - EXP	6,686	11,532	12,282	6.50%
171 Total		167,472	209,190	226,459	8.26%
173	HOUSING ADVOCATE - S&W	0	76,096	78,595	3.28%

FY2025 Operating Estimates					
DEPT #	DEPT NAME	2023 BOS-VOTED	2024 BOS-VOTED	TA (w/o EOS)	% Change
173	HOUSING ADVOCATE - EXP	0	2,500	2,500	0.00%
173 Total		0	78,596	81,095	3.18%
174	TOWN PLANNER - S&W	153,036	174,015	177,921	2.24%
174	TOWN PLANNER - EXP	5,601	6,581	6,581	0.00%
174 Total		158,637	180,596	184,502	2.16%
176	BOARD OF APPEALS - S&W	2,050	2,050	2,050	0.00%
176	BOARD OF APPEALS - EXP	800	4,256	4,256	0.00%
176 Total		2,850	6,306	6,306	0.00%
180	ALBRO HOUSE - EXP	5,000	5,000	5,250	5.0%
180 Total		5,000	5,000	5,250	5.0%
181	OLD RECR BUILDING - EXP	6,500	6,500	6,925	6.5%
181 Total		6,500	6,500	6,925	6.5%
182	WEST HARWICH SCHOOL - EXP	1,600	0	0	0.0%
182 Total		1,600	0	0	0.0%
183	COMMUNITY DEVELOPMENT - S&W	0	0	0	0.0%
183	COMMUNITY DEVELOPMENT - EXP	5,898	5,898	5,898	0.0%
183 Total		5,898	5,898	5,898	0.0%
191	PUBLIC BUILDINGS REPAIRS	2,000	2,000	2,000	0.0%
191 Total		2,000	2,000	2,000	0.0%
192	TOWN/FIN COM REPORTS	10,000	10,000	10,000	0.0%
192 Total		10,000	10,000	10,000	0.0%
194	ADVERTISING	30,000	30,000	30,000	0.0%
194 Total		30,000	30,000	30,000	0.0%
210	POLICE - S&W	4,310,121	4,536,616	4,696,659	3.5%
210	POLICE - EXP	528,237	604,555	613,275	1.4%
210 Total		4,838,358	5,141,171	5,309,933	3.3%
220	FIRE - S&W	4,397,138	5,002,934	5,378,241	7.5%
220	FIRE - EXP	597,499	800,714	770,666	-3.8%
220 Total		4,994,637	5,803,648	6,148,907	5.9%
241	BUILDING - S&W	455,517	610,081	658,882	8.0%
241	BUILDING - EXP	27,885	17,085	19,536	14.3%
241 Total		483,402	627,166	678,418	8.2%
291	EMERGENCY MANAGEMENT - S&W	5,408	5,515	5,833	5.8%
291	EMERGENCY MANAGEMENT - EXP	8,500	8,500	8,500	0.0%
291 Total		13,908	14,015	14,333	2.3%
296	NATURAL RESOURCES S&W	116,307	124,320	101,607	-18.3%
296	NATURAL RESOURCES - EXP	27,100	27,100	27,500	1.5%
296 Total		143,407	151,420	129,107	-14.7%
297	PLEASANT BAY ALLIANCE	25,232	25,232	31,077	23.2%
297 Total		25,232	25,232	31,077	23.2%
411	TOWN ENGINEER - S&W	101,589	176,277	183,471	4.1%
411	TOWN ENGINEER - EXP	39,350	40,850	40,850	0.0%
411 Total		140,939	217,127	224,321	3.3%
421	HIGHWAY - S&W	2,778,807	3,067,180	3,136,327	2.3%
421	HIGHWAY - EXP	3,355,968	3,881,470	3,930,193	1.3%
421 Total		6,134,775	6,948,650	7,066,520	1.7%
423	SNOW/ICE - S&W	40,000	40,000	40,000	0.0%
423	SNOW/ICE - EXP	95,000	95,000	95,000	0.0%
423 Total		135,000	135,000	135,000	0.0%

FY2025 Operating Estimates					
DEPT #	DEPT NAME	2023 BOS-VOTED	2024 BOS-VOTED	TA (w/o EOS)	% Change
424	STREET LIGHTS	30,000	30,000	30,000	0.0%
424 Total		30,000	30,000	30,000	0.0%
491	CEMETERY ADMINISTRATION - S&W	71,434	80,162	83,483	4.1%
491	CEMETERY ADMINISTRATION - EXP	5,108	5,108	5,771	13.0%
491 Total		76,542	85,270	89,254	4.7%
510	BOARD OF HEALTH - S&W	269,893	284,597	296,199	4.1%
510	BOARD OF HEALTH - EXP	18,425	18,425	19,025	3.3%
510	BOARD OF HEALTH-OPIOID ABATEMENT	0	102,328	0	-100.0%
510 Total		288,318	405,350	315,224	-22.2%
540	COMMUNITY CENTER - S&W	203,327	261,935	278,337	6.3%
540	COMMUNITY CENTER - EXP	120,682	158,152	155,648	-1.6%
540 Total		324,009	420,087	433,985	3.3%
541	COUNCIL ON AGING - S&W	448,127	465,118	480,299	3.3%
541	COUNCIL ON AGING - EXP	112,773	118,045	124,281	5.3%
541 Total		560,900	583,163	604,580	3.7%
542	YOUTH COUNSELOR S&W	98,154	105,148	84,796	-19.4%
542	YOUTH COUNSELOR EXPENS	4,250	4,430	4,630	4.5%
542 Total		102,404	109,578	89,426	-18.4%
543	VETERANS EXPENSE/BENEFITS	145,018	145,805	152,327	4.5%
543 Total		145,018	145,805	152,327	4.5%
550	DISABILTY RIGHTS - EXP	500	500	500	0.0%
550 Total		500	500	500	0.0%
560	HUMAN SERVICES	83,250	83,250	83,250	0.0%
560 Total		83,250	83,250	83,250	0.0%
610	LIBRARY - S&W	755,032	819,809	853,139	4.1%
610	LIBRARY - EXP	280,183	300,400	319,258	6.3%
610 Total		1,035,215	1,120,209	1,172,397	4.7%
629	RECREATION SEASONAL S&W	219,179	298,919	298,919	0.0%
629	RECREATION & YOUTH S&W	264,600	279,271	296,816	6.3%
629	RECREATION & YOUTH EXP	48,075	59,225	81,709	38.0%
629 Total		531,854	637,415	677,444	6.3%
633	HARBORMASTER - S&W	360,621	386,952	401,850	3.9%
633	HARBORMASTER - EXP	250,879	324,470	567,534	74.9%
633 Total		611,500	711,422	969,384	36.3%
670	HISTORICAL COMMISSION - S&W	2,040	2,040	2,040	0.0%
670	HISTORICAL COMMISSION - EXP	350	350	350	0.0%
670	BROOKS ACADEMY MUSEUM COMM. - EXP	14,000	14,000	14,000	0.0%
670 Total		16,390	16,390	16,390	0.0%
691	SEALER OF WEIGHTS & MEASURES	0	0	14,500	
691 Total		0	0	14,500	
692	CELEBRATIONS - EXP	1,600	1,600	1,600	0.0%
692 Total		1,600	1,600	1,600	0.0%
695	GOLF S&W	1,002,424	1,070,470	1,077,018	0.6%
695	GOLF - EXP	656,114	702,122	706,103	0.6%
695	GOLF -CAPITAL OUTLAY	68,000	73,000	73,000	0.0%
695 Total		1,726,538	1,845,592	1,856,121	0.6%
698	CULTURAL AFFAIRS - S&W	0	80,385	86,503	7.6%
698	CULTURAL AFFAIRS - EXP	0	2,500	2,500	0.0%
698 Total		0	82,885	89,003	7.4%

FY2025 Operating Estimates					
DEPT #	DEPT NAME	2023 BOS-VOTED	2024 BOS-VOTED	TA (w/o EOS)	% Change
699	GOLF IMA MRSD	83,538	84,418	44,880	-46.8%
699	GOLF IMA MRSD	0	0	39,538	
699	ELECTRICITY - CVEC	77,644	77,644	85,408	10.0%
699 Total		161,182	162,062	169,826	4.8%
		2023 BOS-VOTED	2024 BOS-VOTED	TA (w/o EOS)	
	Total Departmental Budgets	27,296,171	29,656,176	30,755,254	3.7%



OFFICE OF THE TOWN ADMINISTRATOR


732 MAIN STREET, HARWICH, MA 02645

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, Assistant Town Administrator

Phone (508) 430-7513
Fax (508) 432-5039

MEMO

TO: Harwich Select Board

FROM: Joseph F. Powers, Town Administrator 

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: 2024 Annual Town Meeting Warrant – List of Standard and Potential Articles

DATE: Friday, February 9, 2024

This memorandum provides information on the lists attached herein. The first list outlines the standard articles which appear in every Annual Town Meeting with their prospective article number (subject to the Board's preference on article placement) as well as the category they fall under (customary, budget, capital, etc.).

The second list attached provides information on potential articles which the Board may wish to discuss and debate their inclusion in the 2024 Warrant. Two potential articles of significant note include:

- An article establishing the creation of a "Municipal Water Infrastructure Investment Fund" (which would also require approval by the voters at the Annual Town Election) to create another dedicated funding source to offset costs related to construction of wastewater infrastructure as required by the Watershed Management Plan; and
- An article relating to the Home Rule Petition suggested by Senator Cyr wherein the Town would request the establishment of a local option transfer fee as outlined by the Senator. This article would be meant to proceed legislation filed by Governor Healey establishing such an option throughout the Commonwealth.

As you will see from the attached lists, we may have more than fifty (50) articles in the Warrant for the 2024 Annual Town Meeting.

Standard Warrant Articles

Article #	Article Title	Cost	Category
1	Town Officers & Committees		Customary
2	Reports of Officers & Committees		Customary
3	Elected Officials' Salaries		Customary
4	Operating Budget		Budget
5	MRSD Assessment		Budget
6	CCRTSD Assessment		Budget
7	Water Department		Budget
8	Wastewater Department		Budget
9	Cape Cod Community Media Center		Cable
10	Harwich Channel Capital		Capital
11	Lease Purchase Agreements		Customary
12	Adopt the Capital Plan		Capital
13	Capital Funding – Source #1		Capital
14	Capital Funding – Source #2		Capital
15	Capital Funding – Source #3		Capital
16	Capital Funding – Source #4		Capital
17	CPC - Housekeeping		CPA
18	CPC #1		CPA
19	CPC #2		CPA
20	CPC #3		CPA
21	CPC #4		CPA
22	CPC #5		CPA
23	CPC #6		CPA
24	CPC #7		CPA
25	CPC #8		CPA
26	CPC #9		CPA
27	CPC #10		CPA
28	CPC #11		CPA
29	CPC #12		CPA
30	CPC #13		CPA
31	CPC #14		CPA
	Petitioned Article #1 - Fertilizer		Citizen Petition
	Petitioned Article #2 - Pesticide		Citizen Petition
	Petitioned Article #3 - Trees		Citizen Petition
	Petitioned Article #4 – Pool		Citizen Petition
	Petitioned Article #5 – GBL c.140		Citizen Petition
	Defray Library Expenses		Customary
	Promote the Town of Harwich		Customary
	Herring Fisheries		Customary

Potential Warrant Articles

Proposal	Category
Water Infrastructure Investment Fund (WIIF)	Town Meeting/Town Election
Home Rule articles suggested by Senator Cyr	Home Rule Petition
Harwich Port Parking Initiatives	Appropriation and/or Bylaw
Short-term rental tracking system	Appropriation Article
Town Newsletter	Appropriation Article
Electric Vehicle Charging Station Const.	Appropriation Article
Repurpose 2023 ATM Article 31 (Library Trustees)	Appropriation Article
Various Bylaw and/or Charter Changes (Bylaw/Charter Comm.)	Bylaw or Charter
Correct 2023 ATM Article 24	CPC Change
Inclusionary Housing Bylaw	Zoning Bylaw
Use Variance Amendment	Zoning Bylaw
Primary Use v. Multiple Uses	Zoning Bylaw



OFFICE OF THE TOWN ADMINISTRATOR


732 MAIN STREET, HARWICH, MA 02645

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, Assistant Town Administrator

Phone (508) 430-7513
Fax (508) 432-5039

MEMO

TO: Harwich Select Board

FROM: Joseph F. Powers, Town Administrator 

CC: Meggan M. Eldredge, Assistant Town Administrator
John W. Giorgio, Attorney – KP Law

RE: Articles submitted by Citizen Petition

DATE: Friday, February 9, 2024

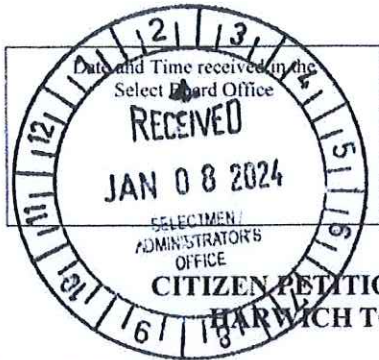
This memorandum outlines the articles submitted by citizen petition to the Town which have been certified as in compliance with the requirements of the Harwich Charter, Chapter 2, Section 4, clause 1 (and by extension, Harwich General Bylaw Chapter 271, Section 2 and MGL, c.39, Section 10).

The following is a list of topics contemplated by the petitioners as:

- Seeking a Home Rule petition “to allow the Town of Harwich to establish its own fertilizer regulations.”
- Seeking a Home Rule petition “to allow the Town of Harwich to establish its own pesticide regulations.”
- Seeking “a program intended to incentivize the protection of certain trees on lots within the Town of Harwich.”
- Seeking to” [a]ffirm support for a public access Olympic swimming pool and facilities at the Harwich Community Center.”
- Seeking “[s]pecial Legislation to Amend the Harwich Housing Trust Fund Bylaw Chapter 140 to include attainable housing.”

Attached to this memorandum are copies of the original petitions with the language as written by the petitioners.

Given that the petitions are compliant with statutory requirements, they will be placed in the Warrant for the 2024 Annual Town Meeting.



Date and Time received in the
Town Clerk's Office

2024 JAN - 8 P 2:54

**CITIZEN PETITION ARTICLE TO BE INCLUDED
HARWICH TOWN MEETING WARRANT**

TO: SELECT BOARD

PETITIONER: PATRICK OTTON

PHONE: 617-244-2761 **EMAIL:** Potton@yahoo.com

ARTICLE: To see if the Town will vote to (If space is insufficient, attach additional pages of description to each petition form before signatures are gathered):

To see if the Town will vote to authorize and ask the Select Board to petition the Great and General Court of the Commonwealth of Massachusetts for special legislation, the text of which is set forth, prohibiting the application of fertilizer in the Town of Harwich except for the purposes of commercial agriculture and the residential use of organic fertilizer with low nitrogen and phosphorus for the use in growing fruits and vegetables that is allowable under the USDA National Organic Program organic standards (OMRI listed).
(please see attached further Article)

ESTIMATED COST: 0. zero

Explanation:

(Background Information/Justification)

This Home Rule petition asks the state legislature to allow the Town of Harwich to establish its own fertilizer regulations. Beacon Hill does not have the seashore, ponds, embayments and estuaries. These are all endangered by human sourced pollution of nitrogen and phosphorous from fertilizers. Harwich's 22 ponds and 11+ miles of coastline are the life and assets for all residents, property owners, visitors and businesses in Harwich. It is the reason we live here and they need to be protected and cared for.

(please see attached further Explanation)

INSTRUCTIONS: All articles submitted by petition for the Annual Town Meeting must contain the signatures of at least 10 registered voters of the Town of Harwich and must be submitted to the Select Board Office not later than noon (12 PM) on the second Friday in February (Bylaws c. 271, §. 1). All articles submitted by petition for inclusion in a Special Town Meeting must contain the signatures of at least 100 registered voters of the Town of Harwich and must be submitted to the Select Board Office at least 40 days before the Special Town Meeting (MGL c. 39, §. 10).

ARTICLE

Authorize special act to enable Harwich to regulate the application of fertilizers

To see if the Town will vote to authorize and ask the Select Board to petition the Great and General Court of the Commonwealth of Massachusetts for special legislation, the text of which is set forth below, prohibiting the application of fertilizer in the Town of Harwich except for the purposes of commercial agriculture and the residential use of organic fertilizer with low nitrogen and phosphorus for the use in growing fruits and vegetables that is allowable under the USDA National Organic Program organic standards (OMRI listed), and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage, as follows:

An Act prohibiting the application of fertilizer used in the Town of Harwich except for the purposes of commercial agricultural and the residential use of organic fertilizer with low nitrogen and phosphorus for the use in growing fruits and vegetables that is allowable under the USDA National Organic Program organic standards (OMRI listed).

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

Section 1. There is sound scientific evidence to conclude that nitrogen and phosphorus in fertilizers are contaminants that negatively affect fresh and salt waters when present in excessive amounts. These excessive amounts of nitrogen and phosphorus contribute to undesirable algae and aquatic plant growth within all Harwich water bodies. This undesirable algae and aquatic plant growth has an adverse effect on public health through the degradation of waters used for drinking water, shell fishing, and recreational swimming and boating.

Section 2. It is necessary to prohibit the application of fertilizer that contains phosphorus and nitrogen so as to improve the water quality of the Town of Harwich. The soils of Harwich are unique insofar as Harwich has significant amounts of coarse, sandy soils that are subject to rapid water infiltration, percolation and leaching of nutrients, and such unique local conditions require that Harwich prohibit the application of nitrogen and phosphorus added to soils through the application of fertilizers. This Act should help Harwich to achieve compliance with the Total Maximum Daily Loads (TMDL) prescribed by the Commonwealth of Massachusetts for nitrogen and phosphorus in its waters.

Section 3. Notwithstanding any General or Special law to the contrary, including but not limited to any General or Special law conferring exclusive authority upon the Department of Agriculture to regulate and control the application of fertilizers elsewhere in the Commonwealth, the application of fertilizer containing nitrogen or phosphorus, or any other pollutants in the Town of Harwich is prohibited, except for the purposes of commercial agricultural and the residential use of organic fertilizer with low nitrogen and phosphorus for the use in growing fruits and vegetables that is allowable under the USDA National Organic Program organic standards (OMRI listed).

Section 4. This act shall take effect upon passage.
Or to take any other action related thereto. (Select Board)

(Simple Majority Vote Required)

PROPOSED MOTION

I move this article be accepted and adopted as printed in the warrant and that the Select Board be authorized to approve the final language of the Special Legislation.

SUMMARY

Water is what brings people here and makes us want to stay in this special place of ours. Water is our most valuable environmental resource and our most valuable economic asset. It directly or indirectly affects every resident, property owner, visitor, and business in Harwich. Harwich has 22 ponds/lakes and 11 miles of coastline, water is our lifeblood and it is our responsibility to keep it healthy and protect what we love. Yes, please move forward to regulate fertilizers. Supporting the preparation of a Home Rule Petition an act addressing clean and healthy waters will protect Harwich's environment, wildlife, residents, visitors, pets, economy and property values before all is lost.

SB: Recommendation to be made at Town Meeting

FC: Recommendation to be made at Town Meeting



Date and Time received in the Town Clerk's Office

2024 JAN -8 P 2:54

**CITIZEN PETITION ARTICLE TO BE INCLUDED
HARWICH TOWN MEETING WARRANT**

TO: SELECT BOARD

PETITIONER: PATRICK OTTON

PHONE: 617-244-2761 **EMAIL:** P.Ottom@yanov.com

ARTICLE: To see if the Town will vote to (If space is insufficient, attach additional pages of description to each petition form before signatures are gathered):

To see if the Town will vote to authorize and direct the Select Board to petition the Great and General Court of the Commonwealth of Massachusetts for special legislation, authorizing the Town to adopt a Pesticide Reduction Bylaw (the bylaw), the text of which is set forth below, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage; and vote to adopt the bylaw.

(please see attached further article) _____

ESTIMATED COST: 0-zero

Explanation:

(Background Information/Justification)

This Home Rule petition asks the state legislature to allow the Town of Harwich to establish its own pesticide regulations. The purpose of this bylaw is to reduce toxic pesticide use in and on public and private property in the Town of Harwich in order to promote a healthy environment and to protect the public and environment from the hazards of pesticides and for implementation of sustainable land and building management practices on all public and private property.

(please see attached further article)

INSTRUCTIONS: All articles submitted by petition for the Annual Town Meeting must contain the signatures of at least 10 registered voters of the Town of Harwich and must be submitted to the Select Board Office not later than noon (12 PM) on the second Friday in February (Bylaws c. 271, §. 1). All articles submitted by petition for inclusion in a Special Town Meeting must contain the signatures of at least 100 registered voters of the Town of Harwich and must be submitted to the Select Board Office at least 40 days before the Special Town Meeting (MGL c. 39, §. 10).

PESTICIDE REDUCTION BYLAW

§1. Purpose.

The purpose of this bylaw is to reduce toxic pesticide use in and on public and private property in the Town of Harwich in order to promote a healthy environment and to protect the public from the hazards of pesticides, and for implementation of sustainable land and building management practices on all public and private property.

§2. Findings.

A. Scientific studies associate exposure to pesticides with asthma, cancer, developmental and learning disabilities, nerve and immune system damage, liver or kidney damage, reproductive impairment, birth defects, and disruption of the endocrine system.

B. Infants, children, pregnant women, the elderly, and people with compromised immune systems and chemical sensitivities are especially vulnerable to pesticide effects and exposure.

C. Pesticides are harmful to pets and wildlife, including threatened and endangered species, soil microbiology, plants, and natural ecosystems.

D. Toxic runoff from chemical fertilizers and pesticides pollute streams, lakes, estuaries, and drinking water sources.

E. The use of pesticides is not necessary to create and maintain green lawns and landscapes given the availability of viable alternatives practices and products.

F. People have a right not to be involuntarily exposed to pesticides in the air, water or soil that inevitably result from chemical drift and contaminated runoff.

G. Sustainable land and building management practices that emphasize non-chemical methods of pest prevention and management, and least-toxic pesticide use as a last resort, will eliminate the use of and exposure to pesticides while controlling pest populations.

H. Sustainable land and building management practices complement other important goals of Harwich's maintenance and administration, such as energy conservation and security.

I. Harwich embraces a precautionary approach to the use of pesticides in order to adequately protect people and the environment from the harmful effects of pesticides.

J. Application of chemicals simply for aesthetic/cosmetic purposes has harmful consequences for our ecosystem, children and pets. Pollinators are directly harmed by applications particularly the indiscriminate (and long-term ineffective) spraying of pesticides.

§3. Authority.

This bylaw is adopted under authority granted by the Home Rule amendment to the Massachusetts Constitution and the provisions of any Special Legislation passed by the Legislature.

§4. Definitions.

For the purposes of this bylaw, the following definitions shall apply:

Allowed Materials List - The list of acceptable pesticides is limited to the following:

- 1) All non-synthetic (natural) materials, with the exception of prohibited non-synthetic materials under 7 CFR 205.602;
- 2) Any synthetic material listed at 7 CFR 205.601 that is labeled for turf uses, subject to discretionary authority to require disclosure of inert ingredients; and
- 3) 25b listed pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA).

Inert ingredient - Any substance (or group of substances with similar chemical structures if designated by the Environmental Protection Agency) (EPA) other than an active ingredient that is intentionally included in any pesticide product (40 CFR 152.3(m)) [7 CFR 205.2 Terms defined.], and are not classified by the EPA Administrator as inserts of toxicological concern. [7 U.S.C. 6502(21) Definitions]

Non-synthetic (natural) materials - A substance that is derived from mineral, plant, or animal matter and does not undergo a synthetic process as defined in section 6502(21) of the Organic Foods Production Act. For the purposes of this part, 'non-synthetic' is used as a synonym for natural as the term is used in the regulations. [7 CFR 205.2 Terms defined.]

Pesticide — Any substance or mixture of substances intended for: (i) preventing, destroying, repelling, or mitigating any pest; (ii) use as a plant regulator, defoliant, or desiccant; or (iii) use as a spray adjuvant such as a wetting agent or adhesive. The term 'pesticide' includes insecticides, herbicides, fungicides, and rodenticides, but does not include cleaning products other than those that contain pesticidal agents.

Synthetic materials - A substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring plant, animal, or mineral sources, except that such term shall not apply to substances created by naturally occurring biological processes. [7 U.S.C. 6502(21) Definitions]

§5. Prohibitions.

The application of any Pesticide that is not on the Allowed Material List is prohibited, except as permitted in this bylaw.

§6. Exceptions.

A. The application of the following Pesticides is allowed:

1. Indoor pest sprays and insect baits (excluding rodent baits)
2. Insect repellants for personal and household use
3. Pet: Flea and tick sprays, powders, and pet collars
4. Kitchen, laundry, and bath disinfectants and sanitizer
5. Products labeled primarily to kill mold and mildew
6. Usage for commercial farming and nurseries.

B. Pesticides for the treatment of invasive plants for ecological restoration (see Massachusetts Invasive Plant Advisory Group current lists of Invasive, Likely Invasive, and Potentially Invasive <https://www.massnrc.org/mipag/>) may be used upon the grant of a waiver by the Town Manager or authorized designee.

C. If an emergency public health situation warrants the use of Pesticides, which would otherwise not be permitted under this bylaw, the Town Manager or authorized designee shall have the authority to grant a temporary waiver on a case-by-case basis after an evaluation of all alternative methods and materials.

§7. Enforcement.

The enforcement authority shall be the Town Manager, or any town officials as designated by the Select Board to oversee and enforce the provisions of this bylaw.

§8. Penalties.

Any person who violates any provision of this bylaw shall be punished by a fine of one hundred dollars (\$100.00) for the first offense and three hundred dollars (\$300.00) for each offense thereafter. Each day or portion thereof during which a violation continues shall constitute a separate offense and a violation of each provision of the bylaw shall constitute a separate offense.

If the offender is a commercial applicator, the right to do business in Harwich may be revoked.

§9. Severability.

The provisions of this bylaw are hereby declared to be severable. If any provision, paragraph, sentence, or clause of this bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this bylaw.

Provided, that this bylaw is subject to the Town obtaining special legislation from the Great and General Court of the Commonwealth of Massachusetts authorizing the Pesticide Reduction Bylaw as aforesaid; or to take any other action relative thereto. (Select Board)

(Simple Majority Vote Required)

PROPOSED MOTION

I move this article be accepted and adopted as printed in the warrant and that the Select Board be authorized to petition the Great and General Court for special legislation as set forth therein and that the Pesticide Reduction Bylaw be adopted subject to the approval of the special legislation.

SUMMARY

The article authorizes the Select Board to file special legislation authorizing the adoption of the proposed bylaw as the application of pesticides in Harwich is currently primarily regulated by state and federal law. This article also proposes the adoption of a bylaw that seeks to reduce toxic pesticide use in and on public and private property in order to promote a healthy environment and to protect the public from the hazards of pesticide use. It does not prohibit businesses from selling products containing pesticides to anyone.

SB:

FC:



Date and Time received in the
Town Clerk's Office
2024 JAN 18 P 12:04

**CITIZEN PETITION ARTICLE TO BE INCLUDED
HARWICH TOWN MEETING WARRANT**

TO: SELECT BOARD

PETITIONER: PATRICK OTTON

PHONE: 617-244-2761 **EMAIL:** P.Ottone@Yahoo.com

ARTICLE: To see if the Town will vote to (If space is insufficient, attach additional pages of description to each petition form before signatures are gathered):

Trees are a tremendous asset to our community and environment. The Harwich Tree Preservation Bylaw encourages the preservation and protection of trees on residential, commercial and industrial lots during building activities as defined in this Bylaw and monitors for their survival after construction.

This Bylaw does not prohibit a landowner's right to remove a protected tree. Removal of protected trees will be authorized so long as the property owner undertakes one of the mitigation options set forth herein. This Bylaw incentivizes the preservation of protected trees by requiring property owners to compensate for any Protected Trees that are removed, either by planting new ones or by contributing to the Tree Bylaw Revenue Account that supports the Town's tree planting and maintenance efforts.

Please see attached: further article **ESTIMATED COST:** 0 - zero

Explanation:

This Article would establish a program intended to incentivize the protection of certain trees on lots within the Town of Harwich. It would require, prior to any building activities as defined in this Article, the submission of an application and plan to the Planning Department that identifies trees that qualify as "Protected Trees," within the lot perimeter setback area of the lot, defined as the "Tree Lot." This Article does not prohibit any property owner from removing any tree, protected or not, from their property, however if a protected tree is proposed for removal it will require either a payment into a Tree Bylaw Revenue Account or replacement of the protected tree with a suitable species in accordance with this Article. This would eliminate the ability for property owners to "clear-cut" their lot prior to a building activity. This Article does not restrict cutting or removal of trees outside of the "Tree Lot." Nor does this Article prevent an owner from cutting or removing trees if there is no building or construction activities. The Article is intended to encourage the preservation of existing trees for their environmental benefits and positive impact on the character of the community.

Please see attached: further article

INSTRUCTIONS: All articles submitted by petition for the Annual Town Meeting must contain the signatures of at least 10 registered voters of the Town of Harwich and must be submitted to the Select Board Office not later than noon (12 PM) on the second Friday in February (Bylaws c. 271, §. 1). All articles submitted by petition for inclusion in a Special Town Meeting must contain the signatures of at least 100 registered voters of the Town of Harwich and must be submitted to the Select Board Office at least 40 days before the Special Town Meeting (MGL c. 39, §. 10).

**TOWN OF HARWICH
ANNUAL TOWN MEETING**

Article

To see if the Town will vote to add new Chapter: Tree Preservation Bylaw to the Harwich General Bylaws as follows:

HARWICH TREE PRESERVATION BYLAW

§175-1 PURPOSE & INTENT

The Harwich Tree Preservation Bylaw encourages the preservation and protection of trees on residential, commercial and industrial lots during building activities as defined in this Bylaw and monitors for their survival after construction.

This Bylaw does not prohibit a landowner's right to remove a protected tree. Removal of protected trees will be authorized so long as the property owner undertakes one of the mitigation options set forth herein. This Bylaw incentivizes the preservation of protected trees by requiring property owners to compensate for any Protected Trees that are removed, either by planting new ones or by contributing to the Tree Bylaw Revenue Account that supports the Town's tree planting and maintenance efforts.

This Bylaw does not discourage the removal of hazardous trees (as defined herein) for reasons of public health and safety nor does this Bylaw discourage the removal of a tree(s) that by size or otherwise is not subject to the protections set forth herein.

This Bylaw defines which trees are of preservation value ("Protected Trees") and designates the area(s) of a lot or parcel where those trees are protected ("Tree Yard").

Trees cannot be assigned a monetary value, they are 'priceless.' The preservation of existing trees and the promotion of new tree planting is a public purpose that protects the ecology and public health, welfare, environment and aesthetic character of the Town of Harwich and its residents. Trees serve a variety of functions that this Bylaw intends to protect and enhance. These valuable functions include but are not limited to reducing energy consumption, providing shade, improving air quality, providing vital wildlife habitat, erosion control, reducing storm-water runoff, buffering noise pollution, increasing property values, and positively contributing to the visual character of the Town.

§175-2 DEFINITIONS

The following words, terms, and phrases, when used in this Bylaw, shall have the meaning ascribed to them in this section:

AGGREGATE DIAMETER: The combined diameter of a multiple-trunk tree measured at breast height. Breast height: see definition below.

BUILDING ACTIVITY: One of the following types of work performed on a lot:

- *Work performed pursuant to a special permit (as defined in MGL Ch. 40A Sec. 9 and the Harwich Zoning Bylaw);*
- *Work performed pursuant to site plan approval (as defined in the Harwich Zoning Bylaw);*
- Construction of a new dwelling (including after razing an existing dwelling);
- Construction of a structure on a vacant lot;
- Construction of a subdivision;
- Construction of a structure or addition that increases the gross floor area of a residential, commercial, or industrial structure by 50% or more;
- Demolition of a structure(s) with a footprint of 250 square feet or greater;
- Construction of any accessory structures requiring a building permit including but not limited to sheds 200 square feet, detached garages, pools, retaining walls with a height of four feet or greater; or
- Clearing, grading, grubbing or other site preparation work performed prior to undertaking any of the above.

CERTIFICATE OF EXEMPTION:

Formal permission granted to proceed with building activity without the need for a tree permit.

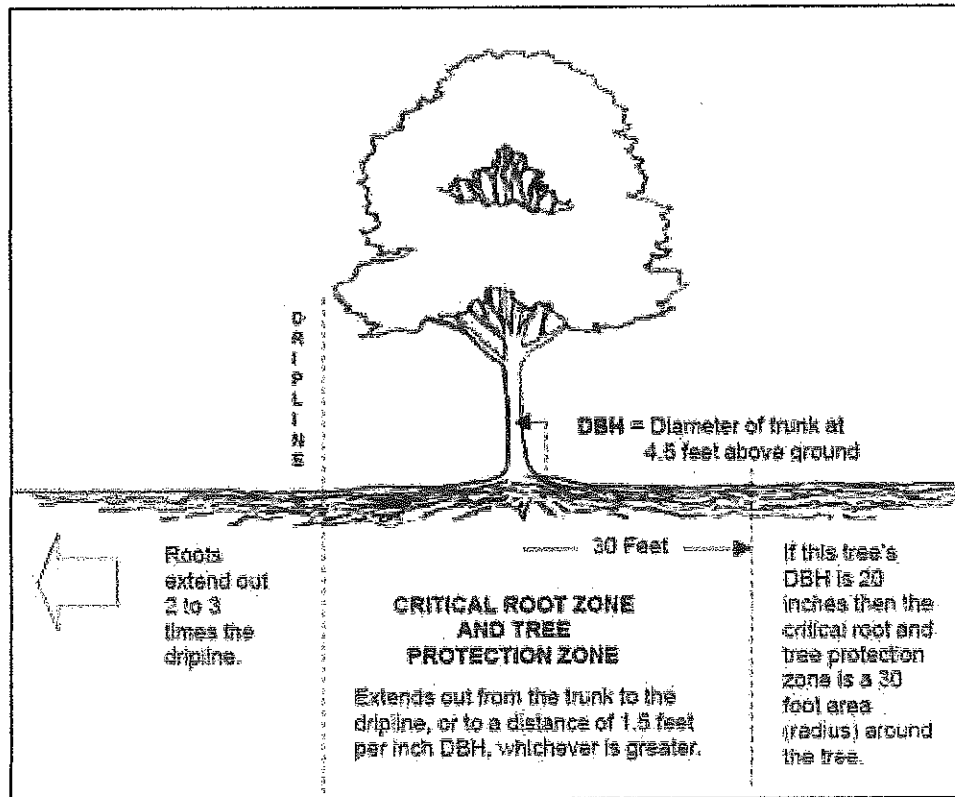
CERTIFIED ARBORIST:

An arborist certified by the Massachusetts Arborists Association or International Society of Arboriculture, or any successor organization.

CRITICAL ROOT ZONE (CRZ):

The minimum area beneath the tree canopy of a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The CRZ is represented by a circle centering on the tree's trunk and extending outwards towards the tree's drip line. The minimum radius of the CRZ shall be determined by multiplying the tree's diameter at breast height in inches by 18 (1.5 feet per inch DBH). See Figure 1 below.

Figure 1



Example: A tree with a diameter at breast height of 20 inches shall have a CRZ of 360 inches or 30 feet ($20'' \times 18'' = 360''$)

Calculating the CRZ:

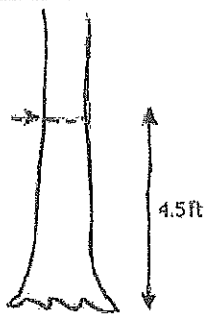
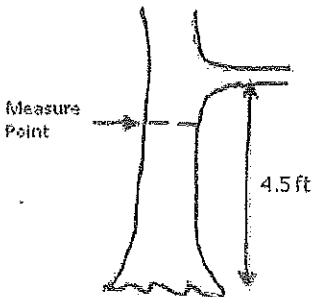
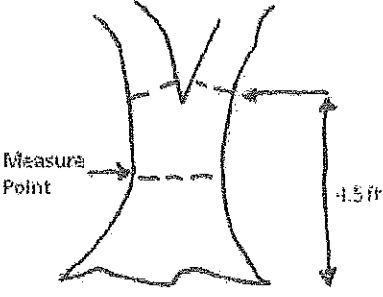
First you need to calculate the tree's Diameter at Breast Height (DBH). DBH can be measured using a caliper measuring tool, or for trees that are too large, DBH can be measured by dividing the tree's circumference by pi (π). Diameter = circumference / π (3.14)

The Critical Root zone extends from the trunk of the tree to its drip line, or to a distance of 1.5 feet per inch DBH, whichever is greater. CRZ = Diameter * 1.5 feet (18 inches)

DIAMETER BREAST HEIGHT (DBH):

The diameter of the trunk of a tree 4.5 feet above the existing grade at the base of the tree. For trees that have branches or swelling at 4.5' above grade that interferes with measurement or for multi-stemmed trees refer to Table 1 below.

TABLE 1: HOW TO MEASURE DIAMETER AT BREAST HEIGHT (DBH)

<p>Standard Tree</p> <p>For those trees on a site that are at least 6 inches in diameter at a height of 4.5 feet above the existing grade at the base of the tree. For trees on a slope, measure on the uphill side of the tree.</p>	 <p>The diagram shows a single tree trunk. A horizontal dashed line indicates the measurement point. A vertical double-headed arrow to the right of the trunk shows the height from the ground to this point, labeled '4.5 ft'.</p>
<p>Tree has branches or swelling at 4.5'</p> <p>Measure DBH below the branch or swelling immediately below where branches cease to affect diameter of the stem. Record the height at which the diameter was measured.</p>	 <p>The diagram shows a tree trunk with a branch extending from the right side. A horizontal dashed line indicates the measurement point, which is positioned below the branch. A vertical double-headed arrow to the right of the trunk shows the height from the ground to this point, labeled '4.5 ft'. The label 'Measure Point' is placed to the left of the measurement line.</p>
<p>Multi-stemmed Trees</p> <p>If a tree splits into multiple trunks below 4.5' above the existing grade, the DBH shall be considered to be the measurement taken at the narrowest point beneath the split.</p>	 <p>The diagram shows a tree trunk that splits into two trunks. A horizontal dashed line indicates the measurement point at the narrowest part of the trunk, just below the split. A vertical double-headed arrow to the right of the trunk shows the height from the ground to this point, labeled '4.5 ft'. The label 'Measure Point' is placed to the left of the measurement line.</p>

HAZARDOUS TREE:

A tree that is dead, diseased, injured and/or that is dangerously close to existing structures, utilities, streets, sidewalks or other existing improvements or is causing disruption of public utility service, or poses a threat to pedestrian or vehicular safety, or drainage or passage issues upon right-of-way and/or that is harming the health or condition of other trees on the same site.

INVASIVE SPECIES:

Any tree that is listed on the most recent version of the Massachusetts Prohibited Plant List as published by the Massachusetts Department of Agriculture. Invasive species as defined in this Bylaw are not protected trees.

Here is link to Massachusetts prohibited plant list:

<https://www.mass.gov/info-details/massachusetts-prohibited-plant-list>

Up dates:

<https://www.mass.gov/info-details/massachusetts-prohibited-plant-list-update>

Including but not limited to these examples:

<i>Acer platanoides</i>	Norway Maple
<i>Acer pseudoplatanus</i>	Sycamore Maple
<i>Ailanthus altissima</i>	Tree-of-Heaven
<i>Phellodendron amurense</i>	Amur Cork-tree
<i>Robinia pseudoacacia</i>	Black Locust

OVERSTORY TREE: A tree that will generally reach a mature height of more than 40 feet.

PROTECTED TREES: Any tree with a diameter at breast height (DBH) of six-inches (6") or greater of any one of the species listed in Table 2 below. Removal of Protected Trees shall require a permit before being removed, encroached upon, or in some cases, pruned.

Invasive species as defined in this Bylaw are not protected trees.

Table 2: List of Tree Species that are Protected Trees	
Overstory Species	Understory Species
Atlantic White Cedar (<i>Chamaecyparis thyoides</i>)	American Holly (<i>Ilex opaca</i>)
Black tupelo (<i>Nyssa sylvatica</i>)	Sassafras (<i>Sassafras albidum</i>)
Gray Birch (<i>Betula populifolia</i>)	Eastern Red Cedar (<i>Juniperus virginiana</i>)
River Birch (<i>Betula nigra</i>)	Shadbush (<i>Amelanchier Canadensis</i>)
White Ash (<i>Fraxinus americana</i>)	Flowering Dogwood (<i>Cornus florida</i>)
Green Ash (<i>Fraxinus pennsylvanica</i>)	Cockspur Hawthorne (<i>Crataegus crus-galli</i>)
Red Maple (<i>Acer rubrum</i>)	Sweetbay Magnolia (<i>Magnolia virginiana</i>)
Willow, various species (<i>Salix</i> spp.)	Ironwood (<i>Ostrya virginiana</i>)
Atlantic White Cedar (<i>Chamaecyparis thyoides</i>)	American Hornbeam (<i>Carpinus caroliniana</i>)
Pitch Pine (<i>Pinus rigida</i>)	
White Oak (<i>Quercus alba</i>) and other <i>Quercus</i> species	
Hackberry (<i>Celtis occidentalis</i>)	
American Beech (<i>Fagus grandifolia</i>)	
Tulip Poplar (<i>Liriodendron tulipifera</i>)	
White Spruce (<i>Picea glauca</i>)	
Black Spruce (<i>Picea mariana</i>)	
American basswood (<i>Tilia Americana</i>)	
Black Gum/Sourgum (<i>Nyssa sylvatica</i>)	
Black Cherry (<i>Prunus serotina</i>)	

**REMOVE, REMOVED,
REMOVAL or REMOVING:**

The cutting down of any Protected Tree and all other acts that directly or indirectly result in the death of a Protected Tree prior

to any building activity or within two years thereafter, as determined by a certified arborist based on arboricultural practices recommended by the International Society of Arboriculture, including, but not limited to, damaging, poisoning, excessive pruning or other direct or indirect actions.

Grading, grubbing, changing the contour within the CRZ is not permitted if the health of the protected tree is threatened.

Removal or altering the understory vegetation within the CRZ is not permitted if the health of the protected tree is threatened.

TREE BYLAW

REVENUE ACCOUNT:

An account established by the Town Accountant to deposit mitigation funds collected under this chapter to be appropriated via a town meeting vote and expended for the purposes of maintaining, acquiring and/or installing trees to beautify the Town and preserve and enhance the character of the community. All sums deposited into the Tree Bylaw Revenue Account shall be used for the sole purpose of buying, planting and maintaining trees on public property in Harwich, and for no other purpose whatsoever.

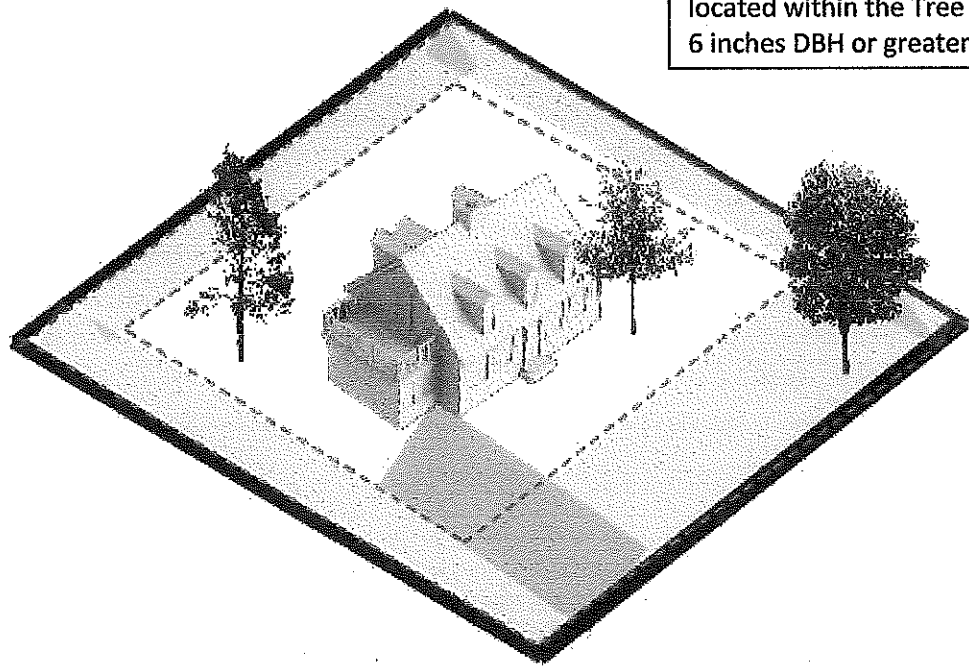
At least once a year the Town Accountant shall audit the receipts and expenses of the Tree Bylaw Revenue Account to ensure accuracy and propriety of its transactions.

The required dollar amount paid into the Tree Bylaw Revenue Accountant is determined by the written price quotes/estimates from a garden center/nursery for the purchase of trees and as well a price quote/estimate from a qualified landscape professional for installation of the equivalent size of the Protected Tree(s) each stamped, dated and signed by a Certified Arborist;

TREE YARD:

A defined area around the perimeter of a lot which is equal to the minimum setbacks front, side, and rear as defined in Town of Harwich Section 325 Attachment 2, Table 2, Area Regulations of the Harwich Zoning Bylaw.

Figure 2



Note: The shaded perimeter is the Tree Yard on this parcel - the same as existing zoning setbacks. Trees located within the Tree Yard that are 6 inches DBH or greater are Protected

TREE PERMIT: Formal permission granted to proceed with any building activity that affects a Protected Tree(s).

UNDERSTORY: A layer of vegetation beneath the main canopy of a forest. Removal or altering the understory vegetation within the CRZ is not permitted if the health of the protected tree is threatened.

§175-3 APPLICABILITY

All lots in the Town of Harwich are subject to the Tree Preservation Bylaw unless specifically exempted under **Section 3(A)** below and the project involves at least one building activities as defined in this chapter:

No person shall commence building activity on any lot without first obtaining a Tree Preservation Permit or a Certificate of Exemption from the Planning Department via the Town Planner or his/her designee.

Protected Trees removed within the past 12 months prior to an application for building activity are also subject to the requirements of the Tree Bylaw.

A. EXEMPTIONS

(1) Properties that are pre-disturbed or previously developed may remove protected

- trees in the Tree Yard of their property without connection to a building activity. Applicability of this bylaw applies only to those Building Activities as defined.
- (2) Any lot or lots located within wetlands jurisdiction whereas any building activity that may impact protected trees will be subject to the review and approval of the Conservation Commission
 - (3) Any building activity not within the definition of "building activity" (i.e., demolition of a shed that is less than 250 square feet).
 - (4) If a Certificate of Exemption has been issued by the Planning Department, no Tree Preservation Permit shall be required. The granting of exemption shall be at the discretion of the Town Planner or his/her designee and shall be based on whether the building activity could potentially harm a Protected Tree. If the proposed building activity does not have the potential to harm a Protected Tree, the Town Planner or his/her designee shall issue a Certificate of Exemption.
 - (5) Invasive species as defined in this Bylaw are not protected trees.
 - (6) Dead, Diseased, or otherwise Hazardous Trees - If a Protected Tree is deemed to be imminently hazardous because it is dead, or infested with a disease or pest of a permanent nature or is an immediate danger to the public health, safety or welfare or shall cause an immediate disruption of public services, the tree may be removed without delay. An oral authorization from the Town Planner or his/her or designee to remove the tree shall be permitted and followed up with a written report. In the event that the emergency condition does not allow time to seek prior authorization then the emergency removal of the tree shall proceed with notification to the Town Planner sent by email or U.S. mail within 24 hours of said removal.
 - (7) Pruning: A tree permit is not required for pruning of Protected Trees. However, excessive pruning may constitute tree removal.
 - (8) Any building activity conducted by the Town or on behalf of the Town of Harwich.

Waiver: During a period of a bona fide emergency declaration resultant of a significant weather event and/or natural disaster by local or other Act of God, state and/or federal authorities, requirements of this Bylaw shall be waived.

§175-4 IDENTIFYING PROTECTED TREES

Any tree with a Diameter at Breast Height (DBH) of 6" or greater and within the Tree Yard is considered to be a Protected Tree. Any Protected Trees located within the Tree Yard are to be adequately protected. Any Protected Trees located in the Tree Yard proposed for removal shall require adequate mitigation plantings and/or payment to the Harwich Tree Bylaw Revenue Account.

Protected Trees removed within the past 12 months prior to an application for any of the projects are also subject to the requirements of the Tree Bylaw.

§175-5 SUBMISSION REQUIREMENTS FOR A TREE PROTECTION AND MITIGATION PLAN

The applicant pays for a registered land surveyor to prepare a tree protection or mitigation plan. The applicant pays for the services of a certified arborist. An approved Tree Protection and Mitigation Plan is required before commencement of any applicable building activity. The

Tree Protection and Mitigation Plan is intended to define the Tree Yard and the location(s) of Protected Trees within it and define how the method with which the property owner intends on mitigating for any Protected Trees that are proposed for removal. This Plan may be part of a landscape plan or a separate plan.

All submitted plans must be drawn to a uniform scale (preferably 1"= 10', 1" =20', or 1"=30') and shall be a minimum size of 11" x 17" (preferred) and a maximum size of 24" x 36", with 3/4" borders. Font sizes on plans should be no smaller than 1/8". All Tree Protection and Mitigation Plans shall be prepared, stamped, dated and signed by a Registered Land Surveyor. If a plan is submitted by a Registered Landscape Architect, the plan must also be stamped by a Registered Land Surveyor.

At a minimum, the Tree Protection and Mitigation Plan shall include the following elements:

- a) Boundaries of the subject property, including all property lines, easements, and right-of-way of public and private ways;
- b) The location of all existing buildings, driveways, retaining walls and other improvements, with an indication of those features to be retained or removed/demolished;
- c) The location of all planned buildings, driveways, retaining walls and other improvements;
- d) The location of the Tree Yard for projects located in the subject zoning district; and
- e) The location, height, DBH, and species of all existing Protected Trees and all Protected Trees that were removed within 12 months prior to application with an indication of those Protected Trees to be removed and those to be retained, if applicable.

§175-6 ADDITIONAL REQUIREMENTS TO BE SUBMITTED

A. If Protected Trees are intended to be preserved, protected, and retained, the following elements must be added to the Plan:

1. The Critical Root Zone and Drip line shall be shown for all Protected Trees to be retained. (See Figure 1 above in definitions section).
2. Submitted plans shall specify the tree protection measures to be installed around the Critical Root Zone.
3. Prior to the commencement of construction, written documentation prepared, stamped, dated and signed by a Certified Arborist must be submitted to the Planning Department confirming the protection measures have been installed correctly and in accordance with any approved plans.
4. Projects that encroach within the CRZ require a maintenance plan which shall be submitted for such trees, prepared, stamped, dated and signed by a Certified Arborist; at a minimum, the maintenance plan shall identify the course of action that will be taken to maintain the tree in good health for a period of no less than 24 months from the date of Final Inspection or issuance of Certificate of Occupancy.
5. Grading, grubbing, changing the contour within the CRZ is not permitted if the health of the protected tree is threatened.
6. Removal or altering the understory vegetation within the CRZ is not permitted if the health of the protected tree is threatened.

B. If Protected Trees are intended to be removed and compensated for on-site by

replanting new trees, the following additional elements must be added to the Plan:

1. The location, DBH, species, and planting schedule of trees to be replanted to mitigate the removal of a Protected Tree(s). New trees of one-half (0.5) inch DBH is needed to mitigate for each one-inch at breast height of Protected Trees proposed for removal. **Example:** The removal of a 20 inch DBH Protected Tree shall require 5, 2 inch DBH replacements.
2. Each new tree must have a minimum DBH of 2 inches.
3. Replanting must be complete prior to Final Inspection or the issuance of a Certificate of Occupancy.
4. Applicants have the ability to plant on land abutting the applicant's land, with the express written approval of the abutting property owner.
5. Over story Tree species, if removed, must be replaced with an Overstory Tree species.
6. Invasive tree species as defined in this Bylaw shall not be replanted to mitigate the removal of a Protected Tree and no invasive species will be accepted as mitigation toward the removal of a Protected Tree.

C. If Protected Tree removal is permitted but replanting trees as defined above is not the preference of the property owner, then mitigation may be effected through contribution into the Town of Harwich Tree Bylaw Revenue Account as follows:

1. The Town Planner or his/her designee shall determine the amount of the contribution based upon the cost to purchase and install trees. An applicant who has been granted a Tree Permit may choose, in lieu of replanting onsite, to make a contribution to the Tree Bylaw Revenue Account in an amount equal to planting replacement tree(s). And deposit such amount in the Tree Bylaw Revenue Accountant.

To establish the required dollar amount the applicant shall provide to the Board written price quotes/estimates from

- a. a garden center/nursery or from whomever they purchase the trees, and
- b. as well as from a qualified landscape professional the price for installation and planting of the replacement trees.

each stamped, dated and signed by a Certified Arborist;

§175-7 COMBINATION OF OPTIONS

Any combination of Tree Retention, Tree Replanting or Tree Removal with contribution to the Tree Bylaw Revenue Account can be used. Tree mitigation for those trees removed must be clearly identified either on the submitted plan or in a written document accounting for each DBH of Protected Trees removed and the mitigation proposed. This is not required for tree retention of all trees in the Tree Yard.

§175-8 ADMINISTRATION OF BYLAW

The Town Planner or his/her designee shall administer, implement and enforce this Bylaw and any rules and regulations adopted thereunder. Any powers granted to or duties imposed upon the Town Planner may be delegated to its agents under the Board's direct supervision.

§175-9 AUTHORITY

This Bylaw is adopted under authority granted by the Home Rule Amendment of the Massachusetts Constitution and the Home Rule statutes.

§175-10 RULES AND REGULATIONS

The Planning Board may promulgate rules and regulations to effectuate the purposes of this Bylaw. Such rules may prescribe the size, form, contents, style and number of copies of plans for determining final compliance with these regulations. The adoption or amendment of rules and regulations shall be after a public hearing to receive comments on the proposed or amended rules and regulations. The public hearing shall be advertised once in a newspaper of general local circulation, at least 14 days prior to the date of the public hearing.

§175-11 NOTICE OF VIOLATION

Any person who violates any of the provisions of this Bylaw shall be notified by the Town Planner or his/her designee of the specific violation by certified mail, return receipt requested, or by hand delivery. The notice shall set forth the nature of the violation and the date by which the Protected Tree(s) is to be mitigated, by planting a replacement tree(s) or payment to the Tree Bylaw Revenue Account, for purposes of computing the "per diem" violation rule. Any notice of violation shall also be transmitted to the Harwich Building Commissioner.

§175-12 STOP WORK ORDER

Upon notice from the Town Planner or his/her designee that work on any lot on which a Protected Tree is located is being performed contrary to the provisions of this Bylaw, a written Stop Work Order shall be given to the owner or agent or the person performing work on the property by the Building Commissioner. The Stop Work Order shall state the conditions under which work will be permitted to resume. Upon receipt of the Stop Work Order all work on the subject property that might affect any Protected Trees must cease while a stop work order is pending.

A person, having been served with a stop work order, may be directed to perform work on the said Protected Tree property to remove a violation or unsafe condition.

§175-13 SUSPENSION OR REVOCATION

The Town Planner or his/her designee may suspend or revoke the applicant's Tree Permit at any time if the permit holder has failed to comply with either the Bylaw or the conditions of the permit. Notice may be made via certified or registered mail, return receipt requested, or hand delivered. The notice must provide the applicant an opportunity to correct the non-compliance. This may include remediation or other requirements identified by the Town Planner or authorized monitoring agent, such as the Code Compliance Inspector. Once the project is returned to compliance or remediation completed, if practicable, the applicant may

apply for a renewal of the tree permit.

§175-14 IRREPARABLE DAMAGE

If the Town Planner or his/her designee determines that the applicant damaged a tree approved for Retention and Protection during construction to an extent that may significantly compromise its survival and future health, the Town Planner or his/her designee may require the applicant to provide mitigation per the terms of the Bylaw.

§175-15 NON-CRIMINAL FINES

If the Town Planner or authorized monitoring agent, such as the Code Compliance Inspector, identifies any issues of non-compliance, fines will accrue per the Bylaw if not corrected within 30 days. Each consecutive day the non-compliance continues is considered a separate offense.

§175-16 FINES AND PENALTIES

The following actions shall cause the Planning Department to issue a fine to the applicant:

- A. A Protected Tree has been removed without a Tree Permit: The fine shall be in addition to the required payment for the replacement of the tree(s).
- B. Failure to replace trees or make payment to the Tree Bylaw Revenue Account as required: Each failure to replace a tree or make a payment to the Tree Bylaw Revenue Account constitutes a separate violation of this Bylaw, subject to a fine. Each day such violation continues after the compliance date specified by the Planning Department in its notice of violation shall constitute a separate offense.
- C. Failure to comply with a condition of the Tree Permit: Each instance of failure to comply with a condition in the Tree Permit shall constitute a violation of this Bylaw which shall be subject to a fine. Each day such violation continues shall constitute a separate offense.
- D. Failure to comply with a condition in a Stop Work Order: Each instance of failure to comply with a condition in a Stop Work Order shall constitute a violation of this Bylaw which shall be subject to a fine. Each day such violation continues shall constitute a separate offense.
- E. Fines for the above violations are as follows:
 - First offense = \$100 per day
 - Second Offense = \$200 per day
 - Third Offense = \$300 per day
- F. Fines assessed pursuant to this Section shall be enforced and collected in accordance with applicable provisions of law, including the provisions of G.L. c.40, §21D providing for noncriminal disposition of bylaw violations, as implemented by Article III, §1-3 of these Bylaws

§175-17 SEVERABILITY

The provisions of this Bylaw are severable. If any section, provision or portion of this Bylaw is determined to be invalid by a court of competent jurisdiction, then the remaining provisions of this Bylaw shall continue to be valid.

§175-18 CONFLICT OF LAWS

This Bylaw shall not apply to any public shade tree as that term is defined by the General Laws, Chapter 87, and to the extent that any provision hereof conflicts with said Chapter 87, such provision shall not be valid. Nothing herein is intended to conflict with existing special-permit procedures and to the extent than any provision hereof conflicts with said special-permit procedures, such provision shall not be valid.

§175-19 COMPLIANCE WITH ALL STATE AND LOCAL REGULATIONS

Complying with the terms of this Bylaw shall not relieve the owner of the subject property from complying with any other pertinent regulation, including but not limited to all state and local wetlands-protection regulations.

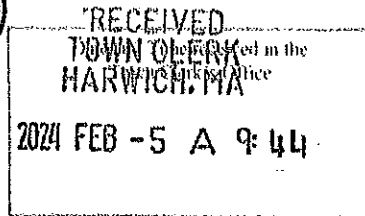
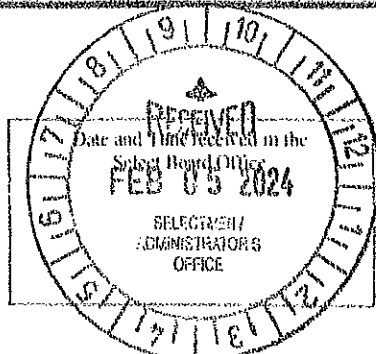
§175-20 ENFORCEMENT

The Town Planner or his/her designee is hereby authorized to enforce all provisions of the Harwich Preservation Tree Bylaw and may designate monitoring and enforcement agents to include but not be limited to the Code Compliance Officer, the Town Planner, the Conservation Agent, Building Inspector/Commissioner.

§175-21 APPEALS

Any person who has been aggrieved by refusal, order, or decision of the Town Planner or his/her designee, may appeal to the Planning Board within 20 days from the date of such refusal, order or decision.

EXPLANATION: This Article would establish a program intended to incentivize the protection of certain trees on lots within the Town of Harwich. It would require, prior to any building activities as defined in this Article, the submission of an application and plan to the Planning Department that identifies trees that qualify as "Protected Trees," within the lot perimeter setback area of the lot, defined as the "Tree Lot." This Article does not prohibit any property owner from removing any tree, protected or not, from their property, however if a protected tree is proposed for removal it will require either a payment into a Tree Bylaw Revenue Account or replacement of the protected tree with a suitable species in accordance with this Article. This would eliminate the ability for property owners to "clear-cut" their lot prior to a building activity. This Article does not restrict cutting or removal of trees outside of the "Tree Lot." Nor does this Article prevent an owner from cutting or removing trees if there is no building or construction activities. The Article is intended to encourage the preservation of existing trees for their environmental benefits and positive impact on the character of the community.



**CITIZEN PETITION ARTICLE TO BE INCLUDED
HARWICH TOWN MEETING WARRANT**

TO: SELECT BOARD

PETITIONER: Patrick Otton

PHONE: 617-244-2761

EMAIL: P.Otton@yahoo.com

ARTICLE: To see if the Town will vote to (If space is insufficient, attach additional pages of description to each petition form before signatures are gathered):

**AFFIRM SUPPORT FOR A PUBLIC ACCESS OLYMPIC SWIMMING POOL
AND FACILITIES AT THE HARWICH COMMUNITY CENTER**

See attachment for full article

ESTIMATED COST: 0 - Zero

Explanation:

(Background Information/Justification)

A public Olympic size swimming pool would be an asset for all Harwich residents. This is a non-binding question - a first step. Similar to golf, other recreational facilities and our beaches, a pool would promote the health, happiness and well-being of all Harwich residents.

INSTRUCTIONS: All articles submitted by petition for the Annual Town Meeting must contain the signatures of at least 10 registered voters of the Town of Harwich and must be submitted to the Select Board Office not later than noon (12 PM) on the second Friday in February (Bylaws c. 271, §. 1). All articles submitted by petition for inclusion in a Special Town Meeting must contain the signatures of at least 100 registered voters of the Town of Harwich and must be submitted to the Select Board Office at least 40 days before the Special Town Meeting (MGL c. 39, §. 10).

ARTICLE ##. AFFIRM SUPPORT FOR A PUBLIC ACCESS OLYMPIC SWIMMING POOL AND FACILITIES AT THE HARWICH COMMUNITY CENTER

To see if the Town will vote to adopt the following resolution:

WHEREAS, the Town of Harwich acknowledges the seasonal use of our ponds and seashore for recreational use; and,

WHEREAS, the Town of Harwich acknowledges that year-round swim lessons for our children, competitive swimming for our youth and recreational and fitness swimming for our adults would improve the health and well-being for all; and,

WHEREAS, the Harwich Community Center originally built in 2000 has the rough plumbing facilities needed to operate a pool; and,

WHEREAS, a pool and additional structure would need to be built as an additional wing to the Community Center. The last estimated cost in 2018, was \$18M; and,

WHEREAS, also needed would be a new staff person position to operate the pool. The Recreation department would be responsible for lifeguards and safety; and,

WHEREAS, all details of funding, costs, building, access, timing etc. would be addressed if positive interest is expressed; and,

NOW THEREFORE BE IT RESOLVED, that the Harwich Town Meeting supports the concept of a public access Olympic swimming pool and attendant facilities at the Harwich Community Center, and that the concept be referred to the Select Board, Town Administrator and the Capital Outlay Committee for consideration of inclusion in the Town's Capital Plan.

and to act fully thereon.

(Simply Majority Vote Required)

PROPOSED MOTION

I move that this article be accepted and adopted as printed in the warrant.

SUMMARY

A public Olympic size swimming pool would be an asset for all Harwich residents. This is a non-binding question - a first step. Similar to golf, other recreational facilities and our beaches, a pool would promote the health, happiness and well-being of all Harwich residents.



Date and Time received in the
Select Board's Office
RECEIVED
FEB 09 2024
SELECTMEN /
ADMINISTRATOR'S
OFFICE

Date and Time received in the
TOWN CLERK's Office
HARWICH, MA
2024 FEB -9 A 10:42

**CITIZEN PETITION ARTICLE TO BE INCLUDED
HARWICH TOWN MEETING WARRANT**

TO: SELECT BOARD

PETITIONER: Edward McManus

PHONE: 508-527-7620 **EMAIL:** mcmanused@msn.com

ARTICLE: To see if the Town will vote to (If space is insufficient, attach additional pages of description to **each** petition form **before** signatures are gathered):

Special Legislation to Amend the Harwich Affordable Housing Trust Fund Bylaw Chapter 140
to include attainable housing.
Specific text of the article is contained on the attached sheet to this petition.

ESTIMATED COST: no cost

Explanation:
(Background Information/Justification)

The housing market on cape cod has now moved our of reach of many working people and families. Both private and public jobs are vacant because potential employees can't find housing. The trust is now limited to provide assistance to create housing only for people at or below 100% of Area Medium Income. Passage of this Home Rule petition would expand the Trust's toolbox to address our housing needs. It does not require any local funding, but it would allow the Trust to work with private donors to help create this much needed housing.

INSTRUCTIONS: All articles submitted by petition for the Annual Town Meeting must contain the signatures of at least 10 registered voters of the Town of Harwich and must be submitted to the Select Board Office not later than **noon (12 PM) on the second Friday in February** (Bylaws c. 271, §. 1). All articles submitted by petition for inclusion in a Special Town Meeting must contain the signatures of at least 100 registered voters of the Town of Harwich and must be submitted to the Select Board Office at least 40 days before the Special Town Meeting (MGL c. 39, §. 10).

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
WARRANT FOR PRESIDENTIAL PREFERENCE PRIMARIES
MARCH 5, 2024**

SS.

To either of the Constables of the Town of Harwich,

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said Town who are qualified to vote in elections and Town affairs to vote in the Community Center Gymnasium, 100 Oak Street, in said Town on **TUESDAY, MARCH 5, 2024**, for the following purpose:

POLLS WILL BE OPEN AT 7:00 A.M. AND CLOSE AT 8:00 P.M.

To cast their votes in the Presidential Primaries for the candidates of political parties for the following offices:

PRESIDENTIAL PREFERENCE.....	FOR THIS COMMONWEALTH
STATE COMMITTEE MAN	CAPE AND ISLANDS DISTRICT
STATE COMMITTEE WOMAN	CAPE AND ISLANDS DISTRICT
TOWN COMMITTEE	HARWICH

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2024.
(month)

Julie E. Kavanagh, Chair

Michael D. MacAskill, Vice Chair

Jeffrey F. Handler, Clerk

Donald F. Howell

Select Board
Town of Harwich

Attest: _____
Emily Mitchell, Town Clerk

_____, 2024.
Constable (month and day)

Warrant must be posted by **February 27, 2024**, (at least *seven days prior* to the **March 5, 2024**, Presidential Preference Primary).



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

APPLICATION FOR COMMON VICTUALLERS LICENSE RENEWAL

Fee: \$50 Annual X
 Seasonal Opening date

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

Business Name SHOOTING STAR REALTY Phone 508-432-6900

Doing Business As (d/b/a) BUCAS TUSCAN ROADHOUSE

Business Address 4 DEPOT ROAD HARWICH MA 02645

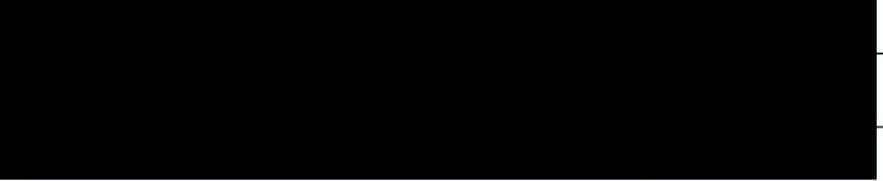
Mailing Address SAME

Email Address LISA @ BUCASROADHOUSE . COM

Name of Owner ROBERT CHIAPPETTA

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

ROBERT CHIAPPETTA
LISA CHIAPPETTA



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

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


Signature of Applicant, Owner or Manager

1/29/24
Date



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



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: February 7, 2024

RE: Chapter 90 Project Request – Route 39 / Chatham Road Intersection

Attached for your review and signatures is a Chapter 90 Project Request for reconstruction of the Route 39 / Chatham Road intersection in the amount of \$317,700. Currently, we have \$2,129,308 available in uncommitted Chapter 90 funds, which includes our FY 24 apportionment of \$680,491 and a Fair Share allotment of \$405,305.

The proposed project will realign Chatham Road with Route 39 to provide better visibility and sightlines. The requested \$317k is comprised of the following:

- \$64,700 for survey, engineering, design, bidding assistance and construction oversight
- \$113,475 construction estimate
- \$60,000 for permanent easement acquisition
- \$40,000 for utility relocations
- \$39,149 in police details, traffic management, mobilization & staking

The steps to see this project through fruition include awarding a contract for its design, survey, engineering, negotiation of a permanent easement, construction bidding and award, and construction including utility pole relocations.

Please note that MassDOT has transitioned their Chapter 90 requests from a paper based model to an online aid portal on MaPIT, a GIS platform. Due to this change the request package and signature approval page appear very different, but essentially capture the same information. Please sign the Certification page of the attached Chapter 90 Project Request package and return to me so that I may submit them for State approval.

Thank you for your consideration.

Attachments: Chapter 90 Project Request
VHB Cost Estimate Summary



101 Walnut Street
 Post Office Box 9151
 Watertown
 Massachusetts 02471
 617 924 1770

HARWICH - RT 39 @ CHATHAM ROAD
 INTERSECTION IMPROVEMENTS
 PRELIMINARY CONSTRUCTION COST ESTIMATE
 SUMMARY
 UPDATED 2/5/24

Design Cost (See Scope of Services)			<u>Total Cost</u> \$64,700.00
Construction Items			
<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Total Cost</u>
Full Depth Pavement	\$144.00 /SY	125 SY	\$18,000.00
Pavement Micro Mill & Overlay	\$30.00 /SY	925 SY	\$27,750.00
Loam Borrow & Seeding	\$13.00 /SY	175 SY	\$2,275.00
Granite Curb	\$45.00 /FT	70 FT	\$3,150.00
HMA Berm Type A Mod.	\$10.00 /FT	450 FT	\$4,500.00
HMA Driveways	\$86.00 /SY	50 SY	\$4,300.00
Signing & Striping	\$2,000.00 /LS	1 LS	\$2,000.00
Drainage	\$48,500.00 /LS	1 LS	\$48,500.00
Landscaping	\$3,000.00 /LS	1 LS	\$3,000.00
		SUBTOTAL:	\$113,475.00
		Construction Staking (4.5%)	\$5,106
		Police Detail (20%)	\$22,695
		Mobilization (5%)	\$5,674
		Construction Traffic Management (5%)	\$5,674
		Utility Relocation Costs:	\$40,000
		Right of Way Acquisition Costs	\$60,000
		CONSTRUCTION TOTAL:	\$252,624
		Say:	\$253,000.00
		Design & Construction TOTAL:	\$317,700

ASSUMPTIONS/NOTES:

- Prices were based on the MassDOT Weighted Average Bid Prices web site for District 5 with increases to unit costs made to reflect the small size of the project.
- This construction total includes estimated costs related to utility relocations required by the proposed work. Final costs will be determined by the utility companies.

State Aid Program - Project Request

Project Name: Route 39 / Chatham Road

Intersection Safety Improvement

Application Date: 2/1/2024

Applicant Information

Municipality	HARWICH
District	District 5

Municipal Contact

Name	Lincoln Hooper
Title	DPW Director
Email	lhooper@harwichdpw.com
Phone	(508)237-1875
Address	273 Queen Anne Road, Harwich, MA 02645
Zip Code	02631

Grant Type

Grant Type	Chapter 90
Project Type	Construction

Nature of Request

Scope of Work	Design & construction of a safer intersection at Route 39 and Chatham Road.
Desired Start of Construction Date	09/16/2024

GIS MAP



Legend
□ District
□ I-95 - Existing Facility

Route 39 / Chatham Road Intersection
Safety Improvement

2/7/2024 10:33:59 AM

IMAGERY MAP



Legend

- Road Inventory
- Wetlands
- HPI -- Existing Facility

Route 39 / Chatham Road Intersection
Safety Improvement

2/7/2024 10:33:59 AM

Environmental Screening

	YES	NO
Will the pavement width increase 4 ft. or more for an aggregate length of 1000ft. or more?	<input type="radio"/>	<input checked="" type="radio"/>
Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement?	<input type="radio"/>	<input checked="" type="radio"/>
Will the removal of 5 or more trees with diameters of 14 inches or more be required?	<input type="radio"/>	<input checked="" type="radio"/>
Will more than 300 ft. of stone wall be removed or altered?	<input type="radio"/>	<input checked="" type="radio"/>
Will the project involve construction of a parking lot with capacity of 50 cars or more?	<input type="radio"/>	<input checked="" type="radio"/>
Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)? If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).	<input type="radio"/>	<input checked="" type="radio"/>
Will the project be on a "Scenic Road" (Acts of 1973, C. 67)? If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls.	<input type="radio"/>	<input checked="" type="radio"/>
Have all necessary takings, easements, rights of entry, etc. been completed? If a county Hearing is required, it must be held prior to starting work.	<input type="radio"/>	<input checked="" type="radio"/>
Are archaeological, anthropological, historical, etc. problems / impacts anticipated?	<input type="radio"/>	<input checked="" type="radio"/>
Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? * If your answer is YES, you must file the project with your local Conservation Commission prior to starting work.	<input type="radio"/>	<input checked="" type="radio"/>
If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc... Verify with agencies.	<input type="radio"/>	<input checked="" type="radio"/>

Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

Total Estimated Cost \$317,700.00

Attach Preliminary Estimate:

[Rte 39 at Chatham Road - Concept Estimate with Design Costs 2.5.24.pdf](#)

CHAPTER 90 Details

Contract No.	N/A
Bridge No.	N/A
Length	300
Width	24

Typical section details

Surface	HMA
Base course	HMA
Foundation	No
Shoulders/Sidewalk	No

- Work to be done Force Account
 Advertised Contract
 Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Confirm you have read and agree to the terms above

Route 39 / Chatham Road Intersection
Safety Improvement

2/7/2024 10:34:04 AM

CERTIFICATION

Signed:



DPW Director

2/7/2024

Highway Official's Title

Date

Finance Director

Accounting Official's Title

Date

Date

Duly Authorized Municipal Officials

Date

Municipal (Others)

Date

Municipal (Others)

Reviewed By:

Signed:

State Aid Engineer

Date

Road Classification
Verified:

Approved for: \$

@100%

District Highway Director

Date

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board

From: Joseph F. Powers, *Town Administrator*

CC: Dan Pelletier, Water/Wastewater Superintendent
Meggan Eldredge, Assistant Town Administrator

RE: Engineering Services contract with GHD in the amount of \$4,332,000

Date: February 9, 2024

This memo corresponds to *Agenda Item VII. Contracts A. Vote to approve a contract with GHD in the amount of \$4,332,000.00 for construction phase services in relation to the Phase 3 wastewater project.*

In accordance with M.G.L. c.30B, §1(b)(32A), engineering services are exempt from standard procurement methods. Best management practices were used to negotiate and secure this contract with GHD for engineering services for Phase 3 of the watershed management plan. Services to be provided include archeological and final design work, bidding and negotiation of construction contract, contract administration of construction through completion of the planned construction.

Funding for this contract has been appropriated through a positive vote of article 21 of the 2023 Annual Town Meeting. Funding of \$50,000,000 was appropriated, which will allow both the design and construction phases to be completed. Funding will become available upon successful borrowing, planned for the Spring.

The Town has successfully partnered with GHD in the recent past including work performed on updating our wastewater management plan and providing community outreach. This multi-year comprehensive contract is necessary to drive Harwich into the next phase of our sewer obligations. I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Dan Pelletier **DEPARTMENT:** Administration

FUNDING SOURCE: 2023 ATM Article 21

Appropriated amount: \$50,000,000.00 **Estimated cost:** \$4.332M **Actual cost:** _____

PROCUREMENT METHOD:

Exempt under M.G.L. c. 30B, § 1(b)(32A)

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.

Phase 3 Sewer Service Area Construction Phase Services

Scope of Services includes:

A1.01-Archaeological and Final Design Work: Complete archaeological site assessment & finalize plans/specs


A1.02-Bidding & Negotiation: Advertisement of bids, pre-bid meetings, bid opening, review of bids, contract assembly, notice of award issuance


A1.03-Construction Phase: General contract administration, on-site resident project representative services (RPR), pre-construction conference, construction observation, shop drawing & submittal review, payment application review, assemble/furnish contractor documentation & O&M manuals, post-construction field survey

A1.04-Post Construction Phase: Site visit to identify & resolve work defects, update existing O&M manuals, MassDEP start-up coordination, furnish asbuilt CAD & GIS files

*Please see Exhibit A for additional detail

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director:  Account # 0.00
4D67DFD6EDAB47...

Approved to proceed: Town Administrator or Designee: 

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
GHD Inc
FOR
Phase 3 Sewer Service Area Construction Phase Services**

THIS AGREEMENT made this ____ day of _____ 2024 between GHD Inc., a Massachusetts corporation with a usual place of business at 1545 Iyannough Road, Hyannis, 02601, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, 02645 hereinafter called the "TOWN".

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

1. Scope of Work

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

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement on a time and material basis at the hourly and expenses rates set forth in Exhibit C. The amount to be paid to the ENGINEER shall not exceed \$4,332,000.00 (Four Million Three Hundred and Thirty Two Thousand Dollars) without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on the date that this agreement is signed and shall expire when the project is complete or when project funding has been exhausted, whichever is first, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER shall commence work upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner, subject to the standard of care below.

4. Performance of the Work

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

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. ENGINEER makes no warranty, express or implied, with respect to the performance of any service under this Agreement. The professional services to be provided by ENGINEER will be provided in a manner that meets the applicable standard of care. The ENGINEER shall perform his work under this Agreement subject to the standard of care in such that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications, and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents

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

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

5. Site Information Not Guaranteed: Contractor's Investigation

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

6. Payments to the Contractor

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

7. Reimbursement

This is as defined in Exhibit C.

8. Final Payment. Effect

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

9. Terms Required By Law

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

10. Indemnification

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

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per occurrence with a \$3,000,000 aggregate.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

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

- C. The ENGINEER shall, before commencing performance of this Agreement, provide Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the

Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain General Liability insurance with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- F. The ENGINEER shall also maintain Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured".
- A. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- B. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. Notice

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

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon thirty (30) days' notice to the party in default and the failure within that time of said party to cure its default.

B. The TOWN shall have the right to terminate the Agreement without cause, upon thirty (30) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.

B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

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

GHD Inc.

TOWN OF HARWICH
by its Board of Selectmen Over \$50,000

By: *Marc R. Drainville*

Name: Marc R. Drainville, P.E., BCEE
Type or Print

Title: Vice President

By: _____

Name: _____
Type or Print

by its Town Administrator Up to \$50,000

Title: _____

Town Administrator

Approved as to Availability of Funds:

DocuSigned by:
Kathleen Barret
4D67DFD6EDAB4A7...
Finance Director (\$ 4,332,000)
Contract Sum



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

GHD's Services

GHD shall provide Basic and Additional Services as set forth below.

PART 1– BASIC SERVICES

A1.01 Archaeological and Final Design Work

- A. Complete Archaeological site assessment in accordance with Exhibit E (PAL Scope of Services – Machine Assisted Archaeological Excavation – Chestnut Lane Site – dated September 26, 2023.)
- B. Complete engineering design of plans and specifications for bidding.

A1.02 Bidding or Negotiating Phase

- A. After acceptance by Town of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), the most recent opinion of probable Construction Cost as determined in the Final Design Phase (which is work under previous separate contract), and upon written authorization by Town to proceed, Engineer shall:
 - 1. Assist Town in advertising for and obtaining bids or proposals for the Work, assist Town in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor deposits or charges for the issued documents.
 - 2. Attend and facilitate one (1) pre-bid conference each per contract (Harwich Phase 3 Sewer Extension Project Contract 1-E and Contract 2-W) to be held in the Town of Harwich, MA.
 - 3. Prepare and issue Addenda as appropriate to clarify, correct, or change the bidding documents for both Contracts.
 - 4. Provide information or assistance needed by Town in the course of any review of proposals or negotiations with prospective contractors.
 - 5. Consult with Town as to the qualifications of prospective contractors.
 - 6. Consult with Town as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the bidding documents.
 - 7. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph 2.02.A.2 of this Exhibit.
 - 8. Attend one (1) bid opening each per Contract (1-E, 2-W), prepare bid tabulation sheets to meet Town's schedule, assist Town in evaluating bids or proposals, assembling final contracts for

the Work for execution by Town and Contractor, and in issuing notices of award of such contracts.

9. If Town engages in negotiations with bidders or proposers, assist Town with respect to technical and engineering issues that arise during the negotiations.
 10. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
None.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.03 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase Engineer shall:
1. *General Administration of Construction Contract(s)*: Consult with Town and act as Town's representative as provided in the Construction Contracts (1-E, 2-W) concurrently. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contracts shall not be modified, except as Engineer may otherwise agree in writing. Town's instructions to Contractor(s) will be issued through Engineer, which shall have authority to act on behalf of Town in dealings with Contractor(s) to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing. Work is based on both projects running concurrently and managed under one engineering contract.
 2. *Resident Project Representative (RPR)*: Provide the services of an RPR(s) at the Site to assist the Engineer and to provide more extensive observation of Contractors' Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. The following are the budgeted hours for RPRs:

Phase 3 Harwich Sewer Extension Project Contracts 1-E and 2-W concurrently. Budgets are based on both projects running concurrently and managed under one engineering contract.
 - Contract 1-E: Two (2) Years and Seven (7) months:
 - Full RPR for a total of approximately **5,600** hours straight time, and **50** hours overtime at 1.5 x the hourly rate. RPR services will extend over the **700** work day construction period (Final Payment). RPR time shall extend over approximately **135** weeks.
 - Contract 2-W: Two (2) Years:
 - Full RPR for a total of approximately **4,320** hours straight time, and **50** hours overtime at 1.5 x the hourly rate. RPR services will extend over the **540** work day construction period (Final Payment). RPR time shall extend over approximately **100** weeks.
 - Part-time RPR both contracts: for a total of approximately **2,000** hours straight time, and **50** hours overtime at 1.5 x the hourly rate. RPR services will extend over the **700** work day construction period (Final Payment). RPR time shall extend over the duration of the contracts.
 3. *Pre-Construction Conference*: Participate in a Pre-Construction Conference for each contract prior to commencement of Work at the Site.
 4. *Schedules*: Receive, review, and determine the acceptability of schedules that Contractor(s) is required to submit to *Engineer*, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 5. *Not Used*.

6. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work for both Contracts while it is in progress, work and budgets are based on both projects running concurrently and managed under *one* engineering contract:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Town informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that *conforms* to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
8. *Clarifications and Interpretations: Field Orders:* Issue *necessary* clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. Budgets are based on managing up to 30 field orders total for both contracts, Engineer reserves the right to request additional budget if this is exceeded by 10%.
9. *Change Orders and Work Change Directives:* Recommend change orders and Work change directives to Town, as appropriate, and prepare change orders and Work change directives as required. Budgets are based on *managing* up to 70 proposed change orders which would become up to 10 change orders total for both contracts, Engineer reserves the right to request additional budget if this is exceeded by 10%.

10. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the *completed* Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Budgets are based on managing up to 250 individual product Shop Drawings (based on two resubmittals each) for both contracts each, Engineer reserves the right to request additional budget if this is exceeded by 5%.
11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
12. *Inspections and Tests*: Require such special inspections or tests of Contractor's Work as deemed reasonably necessary, and receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Town and Contractor*: Render formal written decisions on duly submitted issues relating to the acceptability of Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Town or Contractor, and in writing either deny such Claim in whole or in part, *approve* such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of *Applications* for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Town, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer

responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Town free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Town and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents:* Receive, review, and transmit to Town maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, and other data approved as provided under Paragraph A1.03.A.10, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.03.A.10.
 16. *Substantial Completion:* Promptly after notice from Contractor(s) that Contractor(s) considers the entire Work (of each contract) ready for its intended use, in company with Town and Contractor(s), visit the Project to determine if the Work is substantially complete. If after considering any objections of Town, Engineer considers the Work substantially complete; Engineer shall deliver a certificate of Substantial Completion to Town and Contractor(s).
 17. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. Prepare Record Drawings showing appropriate record information based on Project annotated record documents received from each Contractor, and furnishing such Record Drawings to Town.
 - b. Prepare supplemental Operations & Maintenance (O&M) Manual for the pumping station and new sewer collection system associated with the Contract 1-E and 2-W to augment the existing O&M Manual for Harwich's existing system.
 - c. Post construction field survey though use of swing ties and/or GPS of collection system pressure sewer curb stops, and gravity lateral stub terminations. Not including gravity sewer, force mains, sewer chimneys, paving, or other utilities.
 - d. Provide construction updates to the Town to be included on a Town run and operated web page. Updates may include Construction Contract information, brief description of Areas of Work (approximately 40 hours). In addition, during construction period provide public notices based on Contractor(s) schedule for each contract (notices to be issued by Town) and update schedules based on information provided by the Town and Contractor(s).
 - e. SCADA programing: Shall be by others. Not in Contract.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the Construction Contract for the Project (Phase 3 Harwich Sewer Extension Project Contract 1-E and Contract 2-W) or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts, but the work is based on the two contracts running concurrently. Subject to the provisions of Exhibit C, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract (960 calendar

days as of the date of this agreement for Contract 1-E, and 730 calendar days as of the date of this agreement for Contract 2-W).

- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.04 *Post-Construction Phase*

- A. Upon written authorization from Town during the Post-Construction Phase Engineer shall:
1. Together with Town, visit the Project to observe any apparent defects in the Work, assist Town in consultations and discussions with Contractor(s) concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Town or Town's representative, visit the Project within one (1) month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Modify and update the Town's existing Operations and Maintenance Manuals to reflect improvements and updates installed as part of the Project.
 4. Notify MassDEP in writing of the actual date of initiation of operation in accordance with the State's permit.
 5. See Section A1.03.A.17 "Additional Tasks" regarding Post Construction Survey.
 6. Sewer system features currently in AutoCAD .dwg file format will be converted into GIS datalayers, and then provided to the Town for inclusion in their GIS layers (if existing). Features will be provided to the Town in "Massachusetts State Plane Coordinate System NAD 83 FT". Features to be converted to GIS layers per contract number will include:
 - a. Contract No. 1-E and 2-W including: Gravity and low pressure sewer, gravity and low pressure laterals, gravity sewer manholes and appurtenances (i.e. wyes, cleanouts, etc. as available).
 7. Provide data to the Town on major new equipment from Contract 1-E and 2-W in an acceptable format to be integrated into their asset management/operations management software.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate Twelve (12) months after the Construction Contract's original final completion date for Contract 1-E, which is the longer of the two Contracts. Contracts are assumed to begin concurrently.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Town's Written Authorization*

- A. If authorized in writing by Town, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Town or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Town's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services required as a result of Town's providing incomplete or incorrect Project information to Engineer.
5. Providing renderings or models for Town's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Town in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Town.
7. Furnishing services of Consultants for other than Basic Services.
8. Services during out-of-town travel required of Engineer other than for visits to the Site or Town's office.
9. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Town; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
10. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Town for the Work or a portion thereof.
11. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing construction surveys and staking to enable Contractor to perform its Work other than as required under Paragraph A1.03.A.17, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
14. Providing assistance in responding to the presence of any Constituent of Concern at the Site, as defined in the Massachusetts Contingency Plan, in compliance with current Laws and Regulations.
15. Not Used.
16. Preparation of operation and maintenance manuals beyond what is required under A1.04.A.3.
17. Preparing to serve or serving as a consultant or witness for Town in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Town.

19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Town in training Town's staff to operate and maintain Project equipment and systems.
21. Assistance to Town in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime Work requiring higher than regular rates.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
24. Services which exceed those as stipulated in Paragraph A1.03 at the values provided in C1.01.A.1.c.

A2.02 Additional Services Not Requiring Town's Written Authorization

- A. Engineer shall advise Town in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Town. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Town.
1. Services in connection with Work change directives and change orders to reflect changes requested by Town.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern as defined in the Massachusetts Contingency Plan or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed Work by Contractor, (5) acceleration of the progress schedule involving services beyond normal Working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Town prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.03.B.
 8. Reviewing a Shop Drawing more than three (3) times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Town's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

PART 3– CLEAN WATER STATE REVOLVING FUND PROVISIONS

A3.01 Clean Water State Revolving Fund

- A. This Project is funded in part through the Massachusetts Department of Environmental Protection Clean Water State Revolving Fund. As such, the following provisions apply.
1. The Town and the Engineer agree that the following provisions apply to the eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.
 2. The Work under this Agreement is funded in part by the water pollution abatement fund authorized under M.G.L. Ch. 29C. Neither the Commonwealth of Massachusetts nor the Massachusetts Department of Environmental Protection (MassDEP) nor the Water Pollution Abatement Trust is a party to this Agreement. As used in these clauses, the words "the date of execution of this Agreement" means the date of execution of this Agreement and any subsequent modification of the terms, compensation, or scope of services pertinent to unperformed Work.
 3. The Town's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this Agreement.
 4. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services produced under this Agreement.
 5. The Engineer shall perform such professional services as may be necessary to accomplish the Work required to be performed under this Agreement, in accordance with this Agreement and applicable MassDEP requirements in effect on the date of execution of this Agreement.
 6. The Town's or MassDEP's approval of drawings, designs, specifications, reports, and incidental Work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of his Work. Neither the Town's nor MassDEP's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 7. The Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the Town or MassDEP caused by the Engineer's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the Town, Town furnished data, or any third party not controlled by the Engineer. The Engineer shall not be responsible for any time delays in the Project caused by circumstances beyond the Engineer's control. Where innovative processes or techniques are recommended by the Engineer and are used, the Engineer shall be liable only for gross negligence to the extent of such use.
 8. The services to be performed by the Engineer shall include all services required to complete the scope of Work as defined and set out in this Exhibit A, to which these provisions have been added in accordance with applicable regulations.
 9. The Town may, at any time, by written order, make changes within the general scope of this Agreement in the services or Work to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. The Engineer must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the Engineer of

the notification of change, unless the Town grants a further period of time before the date of final payment under this Agreement.

10. No services for which an additional compensation will be charged by the Engineer shall be furnished without the written authorization of the Town.
11. In the event that there is a modification of MassDEP requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement shall be reflected in an appropriate modification of this Agreement.
12. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party before termination.
13. The Town may terminate this Agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the Work or program requirements, initiation of a new phase) and the Engineer is given: 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party before termination.
14. If the Town terminates for default, an equitable adjustment in the price provided for in this Agreement shall be made, but 1) no amount shall be allowed for anticipated profit on services not performed or other Work, and 2) any payment due to the Engineer at the time of termination may not be adjusted to the extent of any additional costs the Town incurs because of the Engineer's default. If the Engineer terminates for default or if the Town terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other Work performed. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred before the termination, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.
15. Upon receipt of a termination action under paragraphs (13) or (14), the Engineer shall: 1) promptly discontinue all services affected (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the Engineer may have accumulated in performing this Agreement, whether completed or in process.
16. Upon termination under paragraph (13) or (14), the Town may take over the Work and prosecute the same to completion by agreement with another party or otherwise. Any Work the Town takes over for completion will be completed at the Town's risk, and the Town will hold harmless the Engineer from all claims and damages arising out of improper use of the Engineer's Work.
17. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Town. In such event, adjustment of the price provided for in this Agreement shall be made as paragraph (14) provides.
18. Except as this Agreement otherwise provides, all claims, counter claims, disputes, and other matters in question between the Town and the Engineer arising out of or relating to this Agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction pursuant to the laws of Massachusetts.

19. The Engineer shall maintain books, records, documents, and other evidence directly pertinent to performance on eligible Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Engineer shall also maintain the financial information and data used by the Engineer in the preparation or support of the cost submission and a copy of the cost summary submitted to the Town. The Governor, the Secretary of Administration and Finance, MassDEP and State Auditor's Office or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The Engineer will provide proper facilities for such access and inspection.
20. The Engineer agrees to include paragraphs (19) - (23) in all his contracts and all subcontracts directly related to Project performance that are in excess of \$25,000.
21. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
22. The Engineer agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the Engineer is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Engineer.
23. The Engineer shall maintain and make available records under paragraph (19) and (20) during performance on eligible Work under this Agreement and until seven (7) years from the date of final payment for the Project. In addition, those records which relate to any "Dispute", appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.
24. If the Town or MassDEP determine that any price, including fee, negotiated in connection with this Agreement or any cost reimbursable under this Agreement was increased by any sums because the Engineer or any subconsultant furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the Agreement shall be modified in writing to reflect such reduction.
25. Any sub-Engineers and outside associates or consultants required by the Engineer in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the Town specifically authorizes in writing during the performance of this Agreement. The Town must give prior approval for any substitutions in or additions to such subconsultants, associates, or consultants.
26. In connection with the performance of Work under this Contract, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subconsultants, and shall not discriminate in the procurement of materials and rentals of equipment.
27. The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the Town shall have the right to annul this Agreement without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

28. If it is found, after notice and hearing, by the Town that the Engineer, or any of the Engineer's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the Town, or of the state, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the Town may, by written notice to the Engineer, terminate the right of the Engineer to proceed under this Agreement. The Town may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts upon which the Town bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this Agreement.
29. In the event this Agreement is terminated as provided in paragraph (28), the Town shall be entitled: 1) To pursue the same remedies against the Engineer as it could pursue in the event of a breach of the Contract by the Engineer, and 2) as penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Town) which shall be not less than three (3) nor more than ten (10) times the costs the Engineer incurs in providing any such gratuities to any such officer or employee.
30. MassDEP has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever, any plans, drawings, designs, specifications, computer programs (which are substantially paid for with Trust funds), technical reports, operating manuals, and other Work submitted with an application or which are specified to be delivered under this Agreement or which are developed or produced and paid for under this Agreement. The Town and MassDEP reserve a royalty free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The Engineer shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.
31. All such subject data furnished by the Engineer pursuant to this Agreement are instruments of his services in respect of the Project. It is understood that the Engineer does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the Town reuses the subject data without the Engineer's specific written verification or adaptation, such reuse will be at the sole risk of the Town, without liability to the Engineer. Any such verification or adaptation will entitle the Engineer to further compensation at rates agreed upon by the Town and the Engineer.



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

Town's Responsibilities

- B1.01 Town shall provide the following to the extent said information is reasonably available to Town:
- A. Provide Engineer with all criteria and full information as to Town's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Town will require to be included in the Drawings and Specifications; and furnish copies of Town's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - D. Give prompt written notice to Engineer whenever Town observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern as defined in the Massachusetts Contingency Plan, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 - E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Town deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- H. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Town requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Town requires to ascertain how or for what purpose Contractor has used the moneys paid.
- I. Place and pay for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Town to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Town's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Town so that Engineer may assist Town in collating the various cost categories which comprise Total Project Costs.
- L. If Town designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Town at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment visits to the Project.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Town, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide Engineer with the findings and reports generated by the entities providing services to Town pursuant to this paragraph.
- Q. Provide a written list of Town codes, laws, and regulations to be incorporated into the design documents.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.



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

Payments to Engineer for Services and Reimbursable Expenses

C1.01 Compensation for Basic Services

A. Town shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to Engineer’s Salary Cost times a factor of 2.40 for all Basic Services by principals and employees engaged directly on the Project, plus Reimbursable Expenses.
 - a. Additional Design Services (\$100,000.00)
 - 1) Engineer’s costs and reimbursable expenses estimated to be up to Ninety Thousand Dollars (\$90,000.00);
 - 2) Engineer’s Consultant’s charges, estimated to be up to Ten Thousand Dollars (\$10,000.00).
 - b. Construction Phase Services (\$4,232,000.00)
 - 1) Engineer’s costs and reimbursable expenses estimated to be up to Three Million Two Hundred and Thirty-Two Thousand Dollars (\$3,232,000);
 - 2) Engineer’s Consultant’s charges, estimated to be up to One Million Dollars (\$1,000,000);
 - c. For a total project not-to-exceed amount of up to Four Million Three Hundred and Thirty-Two Thousand Dollars (\$4,332,000.00).
2. Engineer’s Reimbursable Expenses Schedule as shown in Paragraph C1.02.A.
3. The total compensation for Engineer’s services incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultant’s charges.
4. The portion of the amounts billed for Engineer’s services will be based on Paragraph C1.01.A.1 for the cumulative hours charged to the Project incurred during the billing period by Engineer’s principals and employees, plus Reimbursable Expenses and Engineer’s Consultant’s charges. GHD may alter the distribution of compensation within individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Town.
5. Not Used.

C1.02 Compensation for Reimbursable Expenses

A. Town shall pay Engineer for all Reimbursable Expenses at the rates set forth below:

Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A.

Mileage: Approved (2024) IRS rate currently established at 67 ¢/mile

Consultants: Cost plus 7.5%

Other expenses: Actual cost

- B. In addition, if authorized in advance by Town, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C1.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.075.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are the basis for this Agreement and are binding on the parties. The parties understand that due to changed circumstances, the amounts may be different.

In which case, if the total compensation amount thus estimated will be exceeded, Engineer shall give Town written notice thereof, allowing Town to consider its options, including suspension or termination of Engineer's services for Town's convenience. Upon notice, Town and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Town shall either exercise its right to suspend or terminate Engineer's services for Town's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Town decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Town and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Town's timely request, Engineer shall make copies of such records available to Town.

C1.04 *Not Used*

C1.05 *Compensation for Additional Services*

- A. Town shall pay Engineer for Additional Services as follows:
 - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.17, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each Engineer's personnel times the Engineer's applicable Billing Rate, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation for Reimbursable Expenses:*
 - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C1.01 and are directly related to the provision of Additional Services, Town shall pay Engineer at the rates set forth in C1.02 A.
 - 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities;

toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Town, Reimbursable Expenses will also include expenses incurred for and the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to Additional Services.

C. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.075.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Town's timely request, Engineer shall make copies of such records available to Town.



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

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

D2.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Town against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.02 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Town only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee; assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Town's liaison with Contractor when Contractor's operations affect Town's on-Site operations.
 - c. Assist in obtaining from Town additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and accepted Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been accepted by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*

Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Town's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Record names, addresses, fax numbers, email addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Town copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern as defined in the Massachusetts Contingency Plan.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Town prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Town, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Town or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Town to occupy the Project in whole or in part.

Exhibit E

PAL Scope of Services



Scope of Services

Harwich Sewer System Phase 3 Harwich, Massachusetts

Machine -Assisted Archaeological Excavation

Chestnut Lane Site

September 26, 2023
PAL PN 4384.01

Submitted to:

GHD
1545 Iyannough Road
Hyannis, MA 02601

PAL is assisting GHD, on behalf of the Town of Harwich, with cultural resource management services in support of the new sewer collection system in Harwich, Massachusetts. PAL's prior investigations including an intensive (locational) survey and archaeological site examination at the site documented a significant archaeological site within the Chestnut Pumping Station project area. The Chestnut Lane Site is a significant archaeological resource that has provided important new information about eighteenth century land use in a section of Harwich that has not been studied.

The archaeological testing completed to date identified the horizontal and vertical site boundaries and assessed the integrity of the site deposits. Following completion of the site examination, PAL provided preliminary recommendations to GHD and the Town to avoid impacts to the archaeological site where possible, and the project was redesigned to avoid the majority of the Chestnut Lane Site. An approximately 450 square foot (sq ft) portion of the project area may be impacted by the revised construction plan, and PAL recommended that prior to the start of construction, an archaeologist monitor the machine-assisted removal of topsoils and overburden with this 450 sq ft area (Figure 1). The excavation would be designed to identify any intact archaeological features and, if present, to excavate the features if they cannot be avoided.

The Massachusetts Historical Commission (MHC) reviewed the PAL site examination management memorandum and concurred with PAL's recommendations in a letter dated September 6, 2023 and amended State Archaeologist's permit no. 4254 to complete the additional excavation. This scope of services outlines the tasks that will be completed as part of the archaeological investigations within the Chestnut Pumping Station project area. Also included is a project schedule and cost proposal. A copy of PAL's site examination memorandum and this scope of services will also be forwarded to



the Mashpee Wampanoag Tribe and Wampanoag Tribe of Gay Head Aquinnah Tribal Historic Preservation Offices (THPOs).

Task 1: Consultation/Coordination

Lead project personnel will coordinate the fieldwork with GHD and the Town. PAL will provide a copy of the memo/proposal to the Mashpee Wampanoag Tribe and Wampanoag Tribe of Gay Head Aquinnah Tribal Historic Preservation Offices (THPOs) and inform the THPOs of the field schedule so that a cultural resource monitor can be present.

Task 2: Machine-Assisted Topsoil Excavation

Following completion of the hand testing, machine-assisted topsoil excavation will be conducted in all areas where ground disturbance may occur. *For purposes of this proposal, PAL assumes that the machine-assisted excavation will be completed across the approximately 450 sq ft portion of the site area shown on Figure 1.*

Machine-assisted excavation can be completed after any trees or dense vegetation are removed. *PAL's proposal assumes that the Town will be responsible for staking out the project area limits and that the trees/vegetation will be short-cut near the ground surface prior to the start of the PAL machine fieldwork.*

The PAL field crew will direct the operator of a machine equal in size to a Komatsu 150 excavator equipped with a rolling steel tread and a flat-edge grading bucket. *PAL's proposal assumes that the Town will be responsible for providing the machine and operator.* Stripped soils will be stockpiled on-site during the fieldwork portion of the project and can be backfilled following all mapping and excavation activities. Based on previous investigations in the project area, this will involve the removal of approximately 10-16 inches of overburden/topsoil in most areas. The machine excavation is designed to expose features as soon as they become visible in the subsoil matrix, but not to impact them. The purpose of this activity will be to ensure the identification of all cultural features that may be present. If cultural features are present, they should be clearly visible in the subsoil matrix.

If, during the course of any of the field activities, any human remains are identified in situ or within stripped soils, all work on-site will cease and the project proponent, State Archaeologist, Massachusetts Commission on Indian Affairs, and WTGH/A THPO will be notified immediately, in accordance with the Massachusetts Unmarked Burial Law. The excavation of human burials requires additional consultation and a separate permit from the State Archaeologist.

Once the subsoil strata are exposed, the PAL field crew will identify, number, and map all archaeological features or deposits. Any cultural materials identified on the exposed surface will be collected and recorded with provenience information. Any exposed cultural features will be photographed, mapped on scaled project plans and recorded using hand-held GPS technology.



Task 3. Feature Excavation

If any archaeological features are identified within the project area, PAL archaeologists will hand excavate one hundred percent to the feature located in the project impact area. Excavation will be completed in 10 centimeter (cm) levels and all feature soils will be screened through 1/4-inch hardware cloth. Measured plan and profile drawings will be recorded for each feature. Representative feature soil samples will be collected and brought back to the PAL laboratory facility for possible analysis, flotation, and characterization studies. Charcoal samples from features will be retained for radiocarbon dating. Measured plan and profile drawings will be recorded for each feature. Diagnostic artifacts will be recorded on separate forms including three-dimensional provenience where possible. Excavation notes will be kept for each feature supplemented by the scaled profile and plan drawings. Photographic records of all features will be recorded with digital media.

Task 4: Laboratory Processing and Analyses

All recovered archaeological materials will be returned to the PAL facility for cleaning, identification, and cataloging. Other archaeological samples collected in the field will be processed at the PAL facility. Analyses of cultural materials recovered during the excavation will concentrate on categories of information most useful for addressing archaeological research questions posed as part of the site examination.

Task 5: Report Preparation

Following the completion of all fieldwork, laboratory processing, and all specialized analyses PAL will include the results of the machine-assisted and feature excavation in a technical report that includes the results of the intensive survey and site examination. The report will conform to the guidelines set forth by the MHC and the National Park Service in the "Recovery of Scientific, Prehistoric, Historic, and Archaeological Data," 36 CFR Part 66 Appendix A. Draft copies of the report will be submitted for review and comments by the MHC, GHD, and the Town. The completed final technical report will follow the draft review. An updated archaeological site form will be completed and submitted to MHC.

Project Personnel

Archaeological investigations will be carried out under the direction of Holly Herbster, Principal Investigator. All supervisory personnel meet the qualifications set by the National Park Service (36 CFR Part 66, Appendix C) for direction of archaeological projects.

Project Schedule

PAL is prepared to initiate the project on receipt of a notice-to-proceed from the project proponent. The field investigations will take one day for the machine-assisted excavation and up to two additional days for feature excavation and can be scheduled as requested by the Town. Under the State Archaeologist's permit regulations, fieldwork cannot be conducted when the ground is frozen or obscured by snow cover. The proponent will be notified of the results immediately following the completion of fieldwork. The summary report can be submitted within 60 days of the completion of all fieldwork.



Scope of Services
Harwich Sewer System, Phase 3
Chestnut Lane Site Machine-Assisted Excavation
page 4 of 4

Cost

A fee proposal is attached.

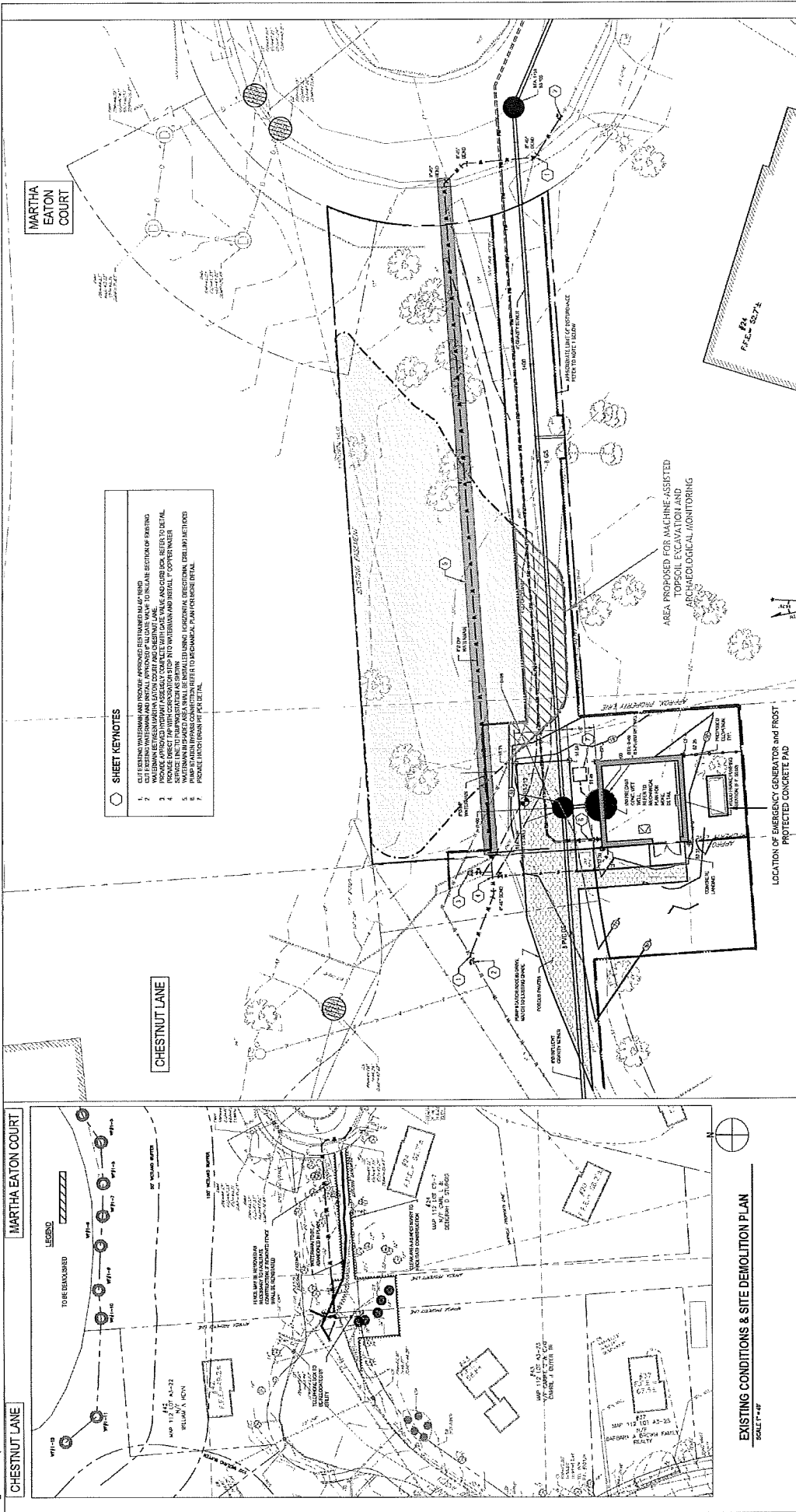


PUBLIC ARCHAEOLOGY LABORATORY

- COST PROPOSAL -

PREPARED FOR **GHD**
 DATE **September 26, 2023**
 PROJECT **Harwich Sewer Phase 3**
 SERVICES **Machine-Assisted Excavation
Chestnut Pumping Station**

PERSONNEL	TASK	HOURS	RATE	COST
Principal Investigator	Consultation /Coordination	6	139.04	834
	Technical Report	6	139.04	834
Project Archaeologist	Coordination	2	88.70	177
	Field- Machine Excavation	9	88.70	798
	Field- Feature Excavation	18	88.70	1,597
Archaeologist	Field- Machine Excavation	9	69.52	626
	Field- Feature Excavation	18	69.52	1,251
Laboratory Manager	Laboratory Coordination	1	103.08	103
Laboratory Analyst	Data Entry /Cataloguing	4	88.70	355
	Analyses	2	88.70	177
Laboratory Technician	Processing /Curation	6	69.52	417
Publication Specialist	Formatting /Editing	2	103.08	206
GIS Specialist	Technical Maps	1	103.08	103
CAD Specialist	Technical Graphics	4	79.11	316
TOTAL PERSONNEL COSTS		88		7,796
OTHER EXPENSES	DESCRIPTION			COST
Postage	Priority + Express Mail			35
Expendable Supplies	Archival Paper + Field Supplies			50
Curation - Supplies	0.25 Boxes @ \$		110.00	28
Mileage	250 Miles @ \$		0.600	150
Per Diem Lodging	4 Nights @ \$		175.00	700
Per Diem Meals	6 Days @ \$		60.00	360
TOTAL OTHER EXPENSES				1,323
TOTAL PAL COST PROPOSAL				9,118
<p><i>* This quote is valid for 120 days from date listed above.</i></p>				



NOT FOR CONSTRUCTION

TOWN OF HARWICH, MASSACHUSETTS

CHESTNUT LANE PUMPING STATION - SITE PLAN

Project: PHASE 3 HARWICH SEWER EXTENSION PROJECT
Contract: 14E

Date: JUNE 2023
Scale: 1" = 40' V, 1" = 4'

Client: TOWN OF HARWICH, MASSACHUSETTS
Project No: 2277255
Contract No: 14E

GHD
140 Jermoloff Road
T. 774.401.8000 | F. 774.401.8001 | W. www.ghd.com
Contract No. 14E

FAL
Harwich Sewer Phase 3 Intensive

Rev	Description	Date
1	ISSUED FOR PERMIT	05/2023
2	REVISED PER COMMENTS	06/2023
3	REVISED PER COMMENTS	06/2023
4	REVISED PER COMMENTS	06/2023
5	REVISED PER COMMENTS	06/2023
6	REVISED PER COMMENTS	06/2023
7	REVISED PER COMMENTS	06/2023

Author: J. ERWIN
Design: J. ERWIN
Checked: J. ERWIN
Project Manager: J. GREGG
Project Director: M. BURNVILLE

Figure 1. Plan showing revised Chestnut Lane Pumping Station construction layout and area of proposed machine-assisted archaeological excavation.

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Select Board* 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 \$75,000 can be signed by Town Administrator.

- 1. Please provide a separate page titled "Summary of Project" which includes: See Memo
a. Provide how many bidders there were, the range of bids, and apparent low bidder.
b. Identify the funding source, such as article number and amount approved.
c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
2. Finance Director has signed that funds are available: not established Account - pending Borrowing
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Table with 2 columns: Buildings and Public Works, Goods and Services. Includes items C1-C7 and GS1-GS4 with checkboxes and handwritten notes like 'N/A' and 'Engineering services are exempt'.

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

Signature of Town Administrator or Assistant Town Administrator: [Signature]



Town of Harwich

TOWN CLERK'S OFFICE

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

The following is a True Copy of Article 21 of the Annual Town Meeting held on May 1, 2023, and the vote passed thereunder.

EAST HARWICH WASTEWATER COLLECTION SYSTEM EXPANSION

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer from available funds, or borrow a sum of money to implement Phase 3 and portions of Phase 8 of the Town of Harwich Comprehensive Wastewater Management Plan (CWMP), approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, permitting, and construction of sewers in the Pleasant Bay Watershed, including any and all other costs incidental and related thereto; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$50,000,000. **Requires a 2/3 vote.**

Explanation: The proposed wastewater collections system will satisfy the nitrogen removal requirements set forth in the Pleasant Bay Watershed Permit for the Round Cove and Pleasant Bay sub-watersheds. Wastewater generated from the Phase 3 project will be conveyed and treated at the Chatham WWTP under the existing inter-municipal agreement. The estimated cost of construction is anticipated to be reduced by up to 35% through principal forgiveness provided by the Disadvantaged Communities Program, infrastructure bill, and Cape Cod Water Protection Fund. It is also anticipated that the State Revolving Fund loan for this project will be provided with 0% interest.

PROPOSITION 2 ½ Debt Exclusion – There will be a companion Ballot Question on the Annual Town Election Warrant.

Motion: (Peter Hughes – Chair, Finance Committee) I move that the article be accepted and adopted and that the sum of Fifty Million Dollars (\$50,000,000) be appropriated to implement Phase 3 and portions of Phase 8 of the Town of Harwich Comprehensive Wastewater Management Plan (CWMP), approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, permitting, and construction of sewers in the Pleasant Bay Watershed, including any and all other costs incidental and related thereto; that to meet said appropriation the Treasurer with the approval of the Board of Selectmen is hereby authorized to borrow said sum and to issue bonds and notes of

the Town therefor pursuant to General Laws Chapter 44, Sections 7 and 8 and General laws Chapter 29C or any other enabling authority; provided that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote.

Duly seconded

Action: The Moderator ruled that the vote received the necessary 2/3 majority and passed.

A True Copy, Attest:


Emily Mitchell, Town Clerk



Town of Harwich

TOWN CLERK'S OFFICE

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

The following is a True Copy of Question 2 of the Annual Town Election held on May 16, 2023, and the vote passed thereunder.

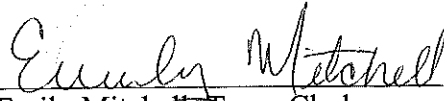
Question 2: Shall the Town of Harwich be allowed to exempt from the provisions of proposition two and one-half, so-called, the amounts required to pay for the bond issued in order to implement Phase 3 and portions of Phase 8 of the Town of Harwich Comprehensive Wastewater Management Plan (CWMP), approved by the Massachusetts Secretary of Energy and Environmental Affairs in a Massachusetts Environmental Policy Act Certificate dated May 13, 2016, consisting of the design, permitting, and construction of sewers in the Pleasant Bay Watershed, including any and all other costs incidental and related thereto?

YES _____ NO _____

VOTE:

	Precinct				Total
	1	2	3	4	
Yes	457	375	284	233	1349
No	145	156	114	94	509
Blank	43	18	16	24	101
Total	645	549	414	351	1959

A True Copy, Attest:


Emily Mitchell, Town Clerk

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract for Network Upgrades with Hub Technical Services, LLC

Date: February 7, 2024

This memo corresponds to *Agenda Item VII, B. Vote to approve a contract with Hub Technical Services, LLC in the amount of \$196,231.26 for network upgrades.*

Article 16 of the 2023 Annual Town meeting appropriated a total of \$387,000 for town-wide technology reinvestment. The attached contract with HubTech is for town-wide network upgrades that will span three years. Upgrades are outlined within the scope of work section of the contract.

This contract was procured using the State Contract ITC73 for technology. Prices and terms are based on that contract which was procured through the MGL 30b process.

The Town has successfully worked with this vendor in the past and I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sarah Eaton DEPARTMENT: Information Technology

FUNDING SOURCE: ORG: 011558 OBJ: 623165

Appropriated amount: \$1 387,000 Estimated cost: _____ Actual cost: 196231.26

PROCUREMENT METHOD:

MA State Contract ITC73

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.

Network Assessment was conducted by HubTech for upgrading network switches, firewalls, WI-FI and other various network infrastructures to replace and update the Town's outdated equipment.

HubTech is on the state contract list and pricing was done based off of MA State Contract ITC73.

The Network Assessment is broken down by buildings in Town. This will allow for the project completed in stages building by building.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Megan Green DocuSigned by: 36E65676E18A4AC... Account # 011558 - 623165
\$196,231.26

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and Hub Technical Services, LLC, with an address of 44 Norfolk Ave. South Easton, MA 02375, hereinafter referred to as "Contractor", effective as of the ___ day of February, 2024. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a Town-wide Network Upgrade, including the scope of services set forth in Attachment A, Town of Harwich – Network Assessment Quote #010542 Version 3. This order is placed under Statewide Contract ITC 73.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through February 1, 2027.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$196,231.26. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

3. All attachments to the Agreement.
4. ITC73 – IT Hardware and Related Services – Massachusetts Operational Services Division Statewide Contract (All of the terms and conditions of the Statewide Contract ITC73 are incorporated herein and made part hereof. Conflicting or additional terms, conditions or agreements included in or attached to this form shall be considered superceded and void.)

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or

changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000

- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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, Paul Shiff, 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.

04-3314098

Social Security Number or
Federal Identification Number

DocuSigned by:

Paul Shiff

8D9814FEDC194A9...

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Select Board Over \$75,000

DocuSigned by:
Paul Shiff
8D9814FEDC194A9...
Paul Shiff VP

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Megan Green (\$ 196,231.26)
Finance Director Contract Sum

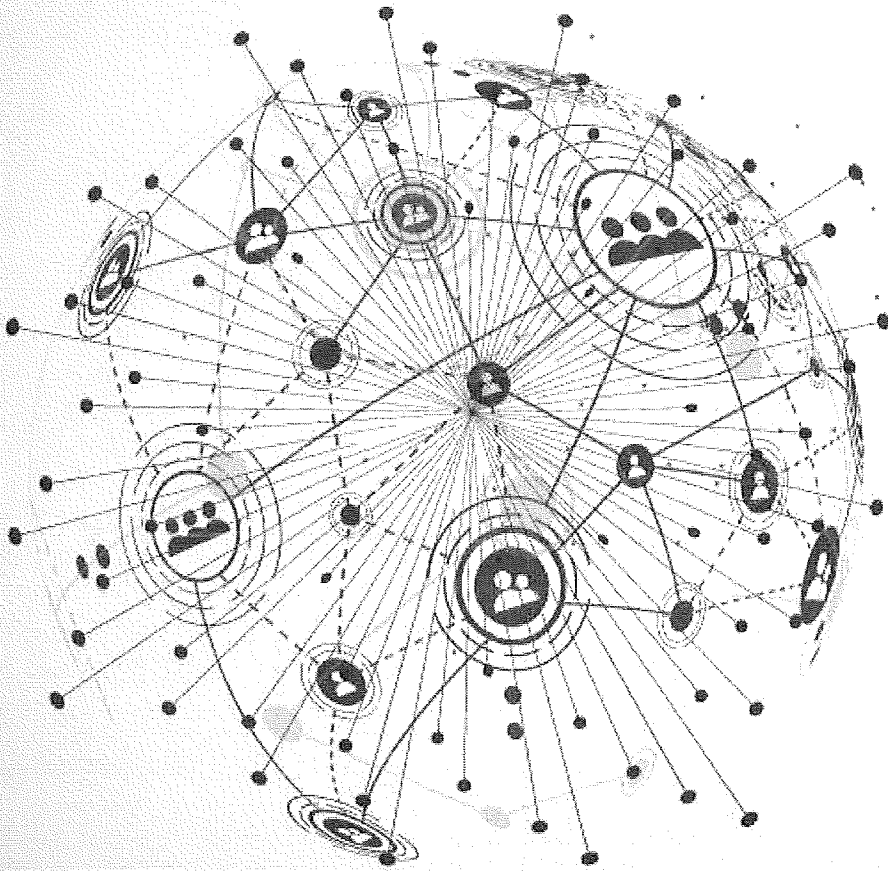
011558-623165
ATM 23 #16-5

Town Administrator



44 Norfolk Ave.
South Easton, MA 02375
www.hubtech.com
(508) 238-9887

We have prepared a quote for you



Network Assessment

Quote # 010542
Version 3
Opportunity: 10112

Prepared for:

Town of Harwich

Scott Tyldesley
s.tyldesley@harwichfire.com

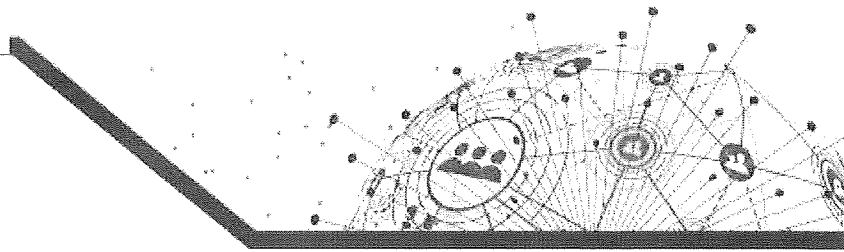
Prepared by:

Hub Technical Services LLC

Kaitlyn McGinnis
kmcginnis@hubtech.com



44 Norfolk Avenue
South Easton, MA 02375
www.hubtech.com
508-238-9887



Executive Summary

This quote is presented under the terms and conditions of MA State Contract ITC73

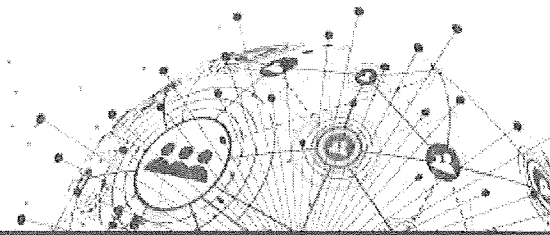
Assumptions

Assumptions

- The Client shall designate a point of contact for all project communications who has the authority to act on all aspects of this project.
- The Client shall arrange for site access for HUB Tech installation personnel according to the agreed schedule. This will include arranging for after hours access (as needed and agreed upon), access badges, security escorts, or other arrangements in accordance with the Client's corporate security policies.
- The Client shall provide coordination between HUB Tech and any 3rd party vendors. HUB Tech is not responsible for 3rd party applications or databases.
- The Client is responsible for compatibility of any hardware requiring installation in non-standard configurations (server racks, network racks, etc.) that do not meet current ANSI specifications.
- The Client is responsible for ensuring there is a restorable backup of all data to be manipulated during the course of the project. HUB Tech is not responsible for the loss of any data under any circumstances.
- HUB Tech is not responsible for existing infrastructure issues, such as servers and networking errors.
- During the implementation of the proposed project the client will discuss any modifications to the existing network / infrastructure with HUB Tech before implementing them.
- The work stated in this SOW is to be performed during normal business hours of 9:00 AM to 5:00 PM, Monday through Friday. Any work requested outside those hours will be considered overtime and subject to different rates.
- For security purposes, HUB Tech does not retain passwords or other user credential information after project finalization.
- Pricing does not include any applications or hardware not detailed in the Statement of Work.
- Work requested outside of the Statement of Work will result in a change of scope.
- Integration of new solution with existing client equipment not explicitly stated in this Statement of Work will result in a change of scope.
- Additional labor required to interface with other vendors, (i.e. software, hardware, electric, construction, furniture, etc.) in excess of the hours set forth in this Statement of Work, will result in a change of scope.
- All work will be done during normal business hours.
- There will be downtime when replacing and installing the switches such as moving cables to the new switch.
- Patch cables not included, only switching hardware.
- HUB Tech is not responsible for any additional fiber cable runs.
- Rack space and power is available for the new switches.



44 Norfolk Avenue
South Easton, MA 02375
www.hubtech.com
508-238-9887



Community Center

Description	Price	Qty	Ext. Price
R8Q71A HEWLETT PACKARD ENTERPRISE:Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	\$7,221.12	1	\$7,221.12
H92A2E HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD 6200M 36G PoE SVC	\$2,871.73	1	\$2,871.73
JL086A#ABA HEWLETT PACKARD ENTERPRISE:HP X372 54VDC 680W 100-240VAC PS	\$432.83	2	\$865.66
JL669B HEWLETT PACKARD ENTERPRISE:Aruba X751 FB Fan Tray	\$298.65	1	\$298.65
J9151E HEWLETT PACKARD ENTERPRISE:Transceiver - 10GBps - Gigabit Ethernet - Wired - SFP+ - 10Km	\$1,727.12	2	\$3,454.24
J4858D HEWLETT PACKARD ENTERPRISE:Aruba 1G SFP LC SX 500m MMF XCVR	\$203.14	1	\$203.14
J4859D HEWLETT PACKARD ENTERPRISE:Aruba 1G SFP LC LX 10km SMF XCVR	\$430.50	1	\$430.50
R7J28A HEWLETT PACKARD ENTERPRISE:Aruba AP-635 (US) Campus AP	\$786.93	10	\$7,869.30
H29YFE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-635 C SVC	\$187.53	10	\$1,875.30
PC5E-05F-BLK-S UNC GROUP LLC:UNC Group 5ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable Black - 5 foot Black Cat5e Patch Cable - 5 ft Cat5e Cable Booted - 5 foot Cat5e Network Cable - RJ45 to RJ45 - High Speed 350MHz High Quality ISO/IEC UL ETL ANSi/TIA	\$1.74	10	\$17.40

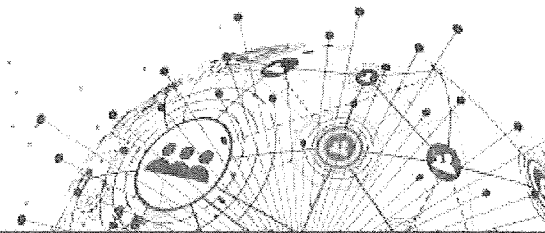
Subtotal: \$25,107.04

Golf- Cart Cleaning Building

Description	Price	Qty	Ext. Price
FG-40F-BDL-950-36 FORTINET INC.:FortiGate-40F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$1,235.42	1	\$1,235.42
SP-RACKTRAY-02 FORTINET INC.:Rack mount tray for all FortiGate E series and F series desktop models and backward compatible with SP-RackTray-01. For list of compatible FortiGate products, visit Documentation website.	\$160.23	1	\$160.23
R7T04A HEWLETT PACKARD ENTERPRISE:Aruba AP-585 (US) Unified AP	\$1,791.42	1	\$1,791.42



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Golf- Cart Cleaning Building

Description	Price	Qty	Ext. Price
H34YSE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-58x SVC	\$424.51	1	\$424.51
JW055A HEWLETT PACKARD ENTERPRISE:AP-270-MNT-H2 AP-270 Series Access Flush Wall or Ceiling Mount	\$34.01	1	\$34.01
S0F35A#ABA HEWLETT PACKARD ENTERPRISE:Aruba IOn 1960 8G 4p2.5 2XT 2XF Sw US en	\$1,902.66	1	\$1,902.66
H88G0E HEWLETT PACKARD ENTERPRISE:HPE ANW 3Y FC NBD Exch 1960 8G Swch SVC	\$324.68	1	\$324.68
PC5E-05F-BLK-S UNC GROUP LLC:UNC Group 5ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable Black - 5 foot Black Cat5e Patch Cable - 5 ft Cat5e Cable Booted - 5 foot Cat5e Network Cable - RJ45 to RJ45 - High Speed 350MHz High Quality ISO/IEC UL ETL ANSI/TIA	\$1.74	2	\$3.48

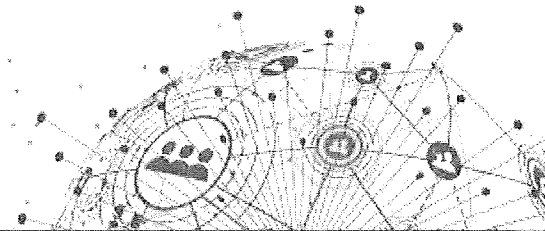
Subtotal: \$5,876.41

Golf Course - Main Office

Description	Price	Qty	Ext. Price
R8Q71A HEWLETT PACKARD ENTERPRISE:Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	\$7,221.12	1	\$7,221.12
H92A2E HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD 6200M 36G PoE SVC	\$2,871.73	1	\$2,871.73
JL086A#ABA HEWLETT PACKARD ENTERPRISE:HP X372 54VDC 680W 100-240VAC PS	\$432.83	2	\$865.66
JL669B HEWLETT PACKARD ENTERPRISE:Aruba X751 FB Fan Tray	\$298.65	1	\$298.65
J9151E HEWLETT PACKARD ENTERPRISE:Transceiver - 10Gbps - Gigabit Ethernet - Wired - SFP+ - 10Km	\$1,727.12	2	\$3,454.24
J9150D HEWLETT PACKARD ENTERPRISE:Transceiver - 10Gbps - Gigabit Ethernet - Wired - SFP+ - 300M	\$615.93	2	\$1,231.86
R7J28A HEWLETT PACKARD ENTERPRISE:Aruba AP-635 (US) Campus AP	\$786.93	2	\$1,573.86
R7T04A HEWLETT PACKARD ENTERPRISE:Aruba AP-585 (US) Unified AP	\$1,791.42	1	\$1,791.42



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Golf Course - Main Office

Description	Price	Qty	Ext. Price
H34YSE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-58x SVC	\$424.51	1	\$424.51
JW055A HEWLETT PACKARD ENTERPRISE:AP-270-MNT-H2 AP-270 Series Access Flush Wall or Ceiling Mount	\$34.01	1	\$34.01
FG-100F-BDL-950-36 FORTINET INC.:FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$5,798.61	1	\$5,798.61
PC5E-05F-BLK-S UNC GROUP LLC:UNC Group 5ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable Black - 5 foot Black Cat5e Patch Cable - 5 ft Cat5e Cable Booted - 5 foot Cat5e Network Cable - RJ45 to RJ45 - High Speed 350MHz High Quality ISO/IEC UL ETL ANSi/TIA	\$1.74	4	\$6.96
H29YFE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-635 C SVC	\$187.53	2	\$375.06

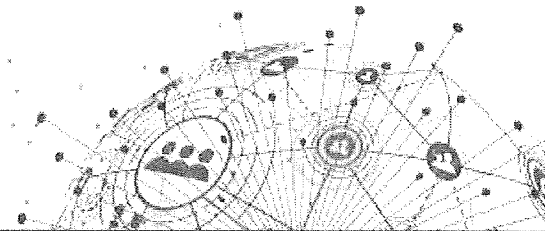
Subtotal: \$25,947.69

Harbor

Description	Price	Qty	Ext. Price
R8Q71A HEWLETT PACKARD ENTERPRISE:Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	\$7,221.12	1	\$7,221.12
H92A2E HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD 6200M 36G PoE SVC	\$2,871.73	1	\$2,871.73
JL086A#ABA HEWLETT PACKARD ENTERPRISE:HP X372 54VDC 680W 100-240VAC PS	\$432.83	2	\$865.66
JL669B HEWLETT PACKARD ENTERPRISE:Aruba X751 FB Fan Tray	\$298.65	1	\$298.65
J9151E HEWLETT PACKARD ENTERPRISE:Transceiver - 10GBps - Gigabit Ethernet - Wired - SFP+ - 10Km	\$1,727.12	2	\$3,454.24
R7J28A HEWLETT PACKARD ENTERPRISE:Aruba AP-635 (US) Campus AP	\$786.93	3	\$2,360.79
SP-RACKTRAY-02 FORTINET INC.:Rack mount tray for all FortiGate E series and F series desktop models and backward compatible with SP-RackTray-01. For list of compatible FortiGate products, visit Documentation website.	\$160.23	1	\$160.23
FG-40F-BDL-950-36 FORTINET INC.:FortiGate-40F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$1,235.42	1	\$1,235.42



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Harbor

Description	Price	Qty	Ext. Price
PC5E-05F-BLK-S UNC GROUP LLC:UNC Group 5ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable Black - 5 foot Black Cat5e Patch Cable - 5 ft Cat5e Cable Booted - 5 foot Cat5e Network Cable - RJ45 to RJ45 - High Speed 350MHz High Quality ISO/IEC UL ETL ANSi/TIA	\$1.74	4	\$6.96
H29YFE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-635 C SVC	\$187.53	3	\$562.59

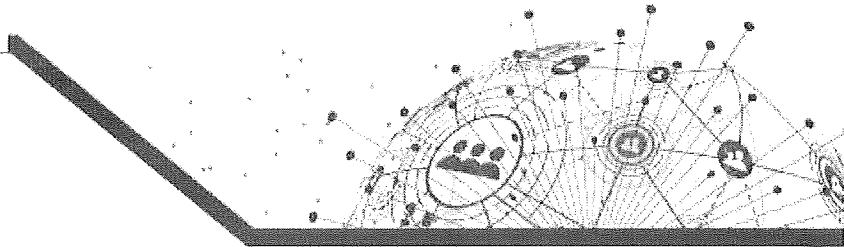
Subtotal: \$19,037.39

Highway Maintenance

Description	Price	Qty	Ext. Price
R7J28A HEWLETT PACKARD ENTERPRISE:Aruba AP-635 (US) Campus AP	\$786.93	2	\$1,573.86
R8Q71A HEWLETT PACKARD ENTERPRISE:Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	\$7,221.12	1	\$7,221.12
H92A2E HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD 6200M 36G PoE SVC	\$2,871.73	1	\$2,871.73
JL086A#ABA HEWLETT PACKARD ENTERPRISE:HP X372 54VDC 680W 100-240VAC PS	\$432.83	2	\$865.66
JL669B HEWLETT PACKARD ENTERPRISE:Aruba X751 FB Fan Tray	\$298.65	1	\$298.65
J9151E HEWLETT PACKARD ENTERPRISE:Transceiver - 10GBps - Gigabit Ethernet - Wired - SFP+ - 10Km	\$1,727.12	2	\$3,454.24
R7T04A HEWLETT PACKARD ENTERPRISE:Aruba AP-585 (US) Unified AP	\$1,791.42	1	\$1,791.42
H34YSE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-58x SVC	\$424.51	1	\$424.51
JW055A HEWLETT PACKARD ENTERPRISE:AP-270-MNT-H2 AP-270 Series Access Flush Wall or Ceiling Mount	\$34.01	1	\$34.01
PC5E-05F-BLK-S UNC GROUP LLC:UNC Group 5ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable Black - 5 foot Black Cat5e Patch Cable - 5 ft Cat5e Cable Booted - 5 foot Cat5e Network Cable - RJ45 to RJ45 - High Speed 350MHz High Quality ISO/IEC UL ETL ANSi/TIA	\$1.74	3	\$5.22



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Highway Maintenance

Description	Price	Qty	Ext. Price
H29YFE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-635 C SVC	\$187.53	2	\$375.06

Subtotal: \$18,915.48

Town Hall IT Office

Description	Price	Qty	Ext. Price
FG-100F-BDL-950-36 FORTINET INC.:FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$5,798.61	1	\$5,798.61
R8Q71A HEWLETT PACKARD ENTERPRISE:Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	\$7,221.12	1	\$7,221.12
H92A2E HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD 6200M 36G PoE SVC	\$2,871.73	1	\$2,871.73
JL086A#ABA HEWLETT PACKARD ENTERPRISE:HP X372 54VDC 680W 100-240VAC PS	\$432.83	2	\$865.66
JL669B HEWLETT PACKARD ENTERPRISE:Aruba X751 FB Fan Tray	\$298.65	1	\$298.65
J9150D HEWLETT PACKARD ENTERPRISE:Transceiver - 10Gbps - Gigabit Ethernet - Wired - SFP+ - 300M	\$615.93	2	\$1,231.86
PC5E-05F-BLK-S UNC GROUP LLC:UNC Group 5ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable Black - 5 foot Black Cat5e Patch Cable - 5 ft Cat5e Cable Booted - 5 foot Cat5e Network Cable - RJ45 to RJ45 - High Speed 350MHz High Quality ISO/IEC UL ETL ANSI/TIA	\$1.74	1	\$1.74

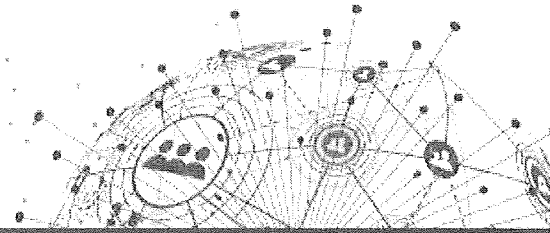
Subtotal: \$18,289.37

Town Hall - Upstairs

Description	Price	Qty	Ext. Price
R8Q71A HEWLETT PACKARD ENTERPRISE:Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	\$7,221.12	1	\$7,221.12
H92A2E HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD 6200M 36G PoE SVC	\$2,871.73	1	\$2,871.73
JL086A#ABA HEWLETT PACKARD ENTERPRISE:HP X372 54VDC 680W 100-240VAC PS	\$432.83	2	\$865.66
JL669B HEWLETT PACKARD ENTERPRISE:Aruba X751 FB Fan Tray	\$298.65	1	\$298.65



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Town Hall - Upstairs

Description	Price	Qty	Ext. Price
J9150D HEWLETT PACKARD ENTERPRISE:Transceiver - 10Gbps - Gigabit Ethernet - Wired - SFP+ - 300M	\$615.93	2	\$1,231.86
R7J28A HEWLETT PACKARD ENTERPRISE:Aruba AP-635 (US) Campus AP	\$786.93	10	\$7,869.30
R8Q71A HEWLETT PACKARD ENTERPRISE:Aruba 6200M 36G 12SR5 CL6 PoE 4SFP+ Sw	\$7,221.12	1	\$7,221.12
H92A2E HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD 6200M 36G PoE SVC	\$2,871.73	1	\$2,871.73
JL086A#ABA HEWLETT PACKARD ENTERPRISE:HP X372 54VDC 680W 100-240VAC PS	\$432.83	2	\$865.66
JL669B HEWLETT PACKARD ENTERPRISE:Aruba X751 FB Fan Tray	\$298.65	1	\$298.65
J9281D HEWLETT PACKARD ENTERPRISE:Aruba 10G SFP+ to SFP+ 1m DAC Cable	\$69.42	2	\$138.84
PC5E-05F-BLK-S UNC GROUP LLC:UNC Group 5ft Cat5e Snagless Unshielded (UTP) Ethernet Network Patch Cable Black - 5 foot Black Cat5e Patch Cable - 5 ft Cat5e Cable Booted - 5 foot Cat5e Network Cable - RJ45 to RJ45 - High Speed 350MHz High Quality ISO/IEC UL ETL ANSi/TIA	\$1.74	10	\$17.40
H29YFE HEWLETT PACKARD ENTERPRISE:Aruba 3Y FC NBD Exch AP-635 C SVC	\$187.53	10	\$1,875.30

Subtotal: \$33,647.02

Wireless Cloud Management and Mounts

Description	Price	Qty	Ext. Price
S0J40A HEWLETT PACKARD ENTERPRISE:HPE ARUBA NETWORKING AP-MNT-MP10-U	\$230.62	3	\$691.86
Q9Y59AAE HEWLETT PACKARD ENTERPRISE:Aruba Central AP Foundation 3 year Subscription E-STU	\$165.40	30	\$4,962.00

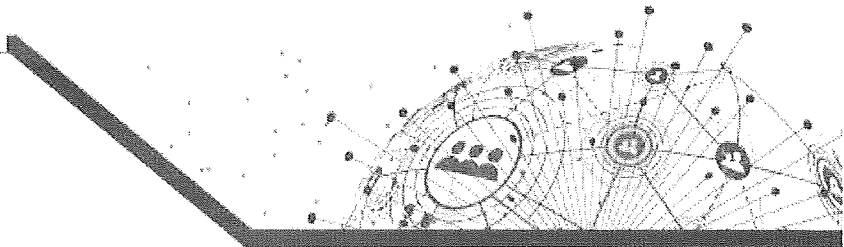
Subtotal: \$5,653.86

Project Services

Product Details	Qty
Project Labor Services	1



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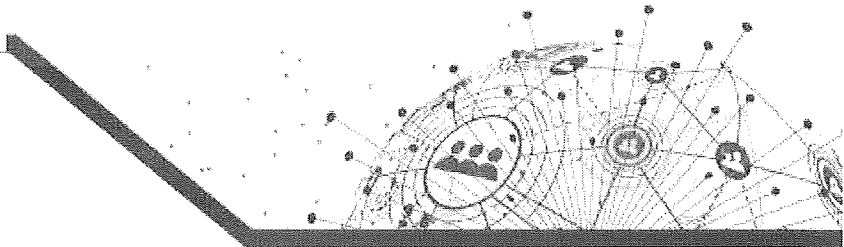


Project Services

Product Details	Qty
<p>Labor Services - Installation, Configuration, & Project Management</p> <p>Project Overview:</p> <p>Town of Harwich has requested a proposal from HUB Tech to perform a town-wide network upgrade. HUB Tech performed a walkthrough of each of the sites and has come up with a solution to upgrade the firewall, network switches, and wireless.</p> <p>Town Hall 2nd Floor:</p> <ul style="list-style-type: none"> • 2x Aruba 6200M 48 Port Network Switches • 3x of the Aruba 635 Wireless Access Points <p>Town Hall MDF:</p> <ul style="list-style-type: none"> • 1x FortiGate 100F Firewall • 1x Aruba 6200M 48 Port Network Switch • 7x Aruba 635 Wireless Access Points throughout the 1st Floor <p>Harbormaster:</p> <ul style="list-style-type: none"> • 1x FortiGate 40F Firewall • 1x Aruba 6200M 48 Port Network Switch • 3x Aruba 635 Wireless Access Points (2x on the 1st floor and 1x on the 2nd floor) <p>Community Center:</p> <ul style="list-style-type: none"> • 1x Aruba 6200M 48 Port Network Switch • 10x Aruba 635 Wireless Access Points <p>DPW/Highway Maintenance:</p> <ul style="list-style-type: none"> • 1x Aruba 6200M 48 Port Network Switch • 2x Aruba 635 Wireless Access Points • 1x Aruba 585 Outdoor AP for the Garage/Vehicle Bay <p>Golf Course Main Building:</p> <ul style="list-style-type: none"> • 1x FortiGate 100F Firewall • 1x Aruba 6200M 48 Port Network Switch 	



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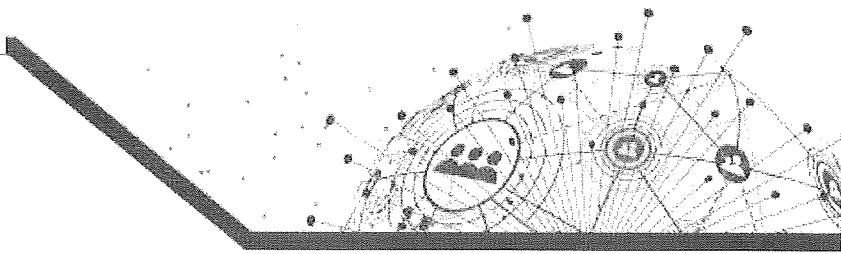


Project Services

Product Details	Qty
<ul style="list-style-type: none"> • 2x Aruba 635 Wireless Access Points • 1x Aruba 585 Outdoor AP for the outside corner of the main building pointing towards the check-in hut <p>Golf Course Cart Cleaning Building:</p> <ul style="list-style-type: none"> • 1x FortiGate 40F Firewall • 1x Aruba 1960 8P Aruba Instant On Network Switch • 1x Aruba 585 Outdoor AP <p>Project Objectives/Deliverables:</p> <ul style="list-style-type: none"> • Install and configure network firewalls • Install and configure network switches • Install and configure wireless • Documentation on login information and network information such as IP addresses, MAC, and serial numbers. • Project management <p>Services - Community Center</p> <p>Community Center</p> <p>From 1st IDF run 2 Cat6 UTP Network Cables to each of 2 locations for WAP's. From same IDF run 2 Cat6 UTP Network Cables to each of 2 locations in the Gym located in the Gym will be wall mounted and require some type of impact protection. A scissor lift will be necessary for the gym installation. Sarah Eaton indicated may be able to provide this lift, if not one will be rented for an additional charge. From 2nd IDF run 6 Cat6 UTP Network Cables to each of 6 locations for WAP's. In both of the IDF's, there is currently no equipment rack. A new wall mount Cat6 patch panel and one shelf will be installed in each closet.</p>	<p>1</p>



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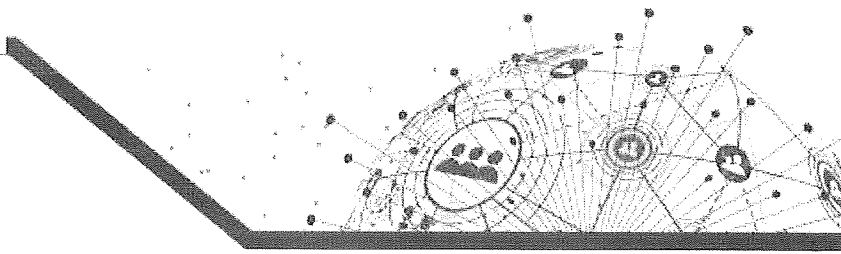


Project Services

Product Details	Qty
<p>Services - Golf Shop</p> <p>Golf Shop Install 2 Cat6 UTP Network wires to 2 locations, one in the restaurant and one for WAP's Install 1 Outdoor Rated, Gel Filled, Cat6 UTP Cable to one outdoor location for The current network equipment is under a counter on the floor. A new 10U Open Rack will be installed under that counter, with a new 24 port Cat6 patch panel. In the Cart Barn one Cat6 Cable will be installed from the IDF, where a plywood be installed, with a 12 port Cat6 patch panel and one shelf.</p>	<p>1</p>
<p>Services - Harbor</p> <p>Harbor Master Install 3 WAP's using existing wiring. This is a newer building with multiple spare Cat6 jacks in every room. The building construction is all hard ceilings making any new wiring very difficult and costly. Wiring will be extended up to WAP location using surface mounted plastic raceway.</p>	<p>1</p>
<p>Services - Highway Maintenance</p> <p>DPW Building Install 2 new Cat6 UTP Network cables to each of two locations in office area. A new 4U 19" Wall Mount rack will be installed over the door to hold the Network equipment. A 12 port Cat6 patch panel will be installed. One existing network cable that runs out to the mechanic shop, currently running an existing WAP, will be reused for the new WAP. A lift will be required to change out this WAP.</p>	<p>1</p>



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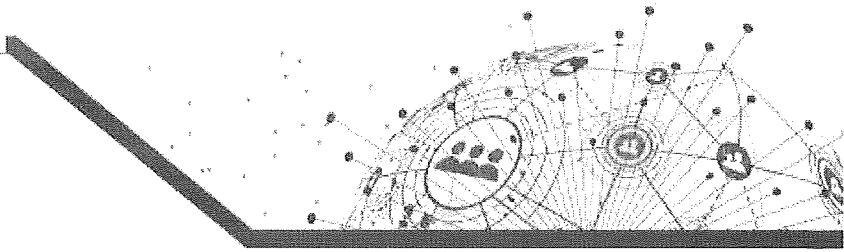
Project Services

Product Details	Qty
<p>Services - Town Hall</p> <p>Town Hall First Floor Run 1 Cat6 UTP Network Cable to each of 7 locations on the first floor for WAP's. These cables will originate from the MDF in the basement, and will be run exposed along with the existing network cables.</p> <p>A new Cat6 24 port patch panel will be installed in the existing rack at the MDF.</p> <p>Second Floor Run 1 Cat6 UTP Network Cable to each of 3 locations for WAP's. A new 12U Network Cabinet, with vented sides and a lockable door, will be installed to replace the existing wood cabinet. A new 24 port Cat6 patch panel will be installed here.</p>	<p>1</p>

Subtotal: \$43,757.00



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Network Assessment

Quote Information:

Quote #: 010542
Version: 3
Delivery Date: 02/01/2024
Expiration Date: 02/09/2024

Prepared for:

Town of Harwich
Town Hall
Harwich, MA 02645
Scott Tyldesley
15088783755
s.tyldesley@harwichfire.com

Prepared by:

Hub Technical Services LLC
Kaitlyn McGinnis
(508) 238-9887 x4206
kmcginnis@hubtech.com

Quote Summary

Description	Amount
Community Center	\$25,107.04
Golf- Cart Cleaning Building	\$5,876.41
Golf Course - Main Office	\$25,947.69
Harbor	\$19,037.39
Highway Maintenance	\$18,915.48
Town Hall IT Office	\$18,289.37
Town Hall - Upstairs	\$33,647.02
Wireless Cloud Management and Mounts	\$5,653.86
Project Services	\$43,757.00

Total: \$196,231.26

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Hub Technical Services LLC

Town of Harwich

Signature: _____

Name: Kaitlyn McGinnis

Title: Sales Account Manager

Date: 02/01/2024

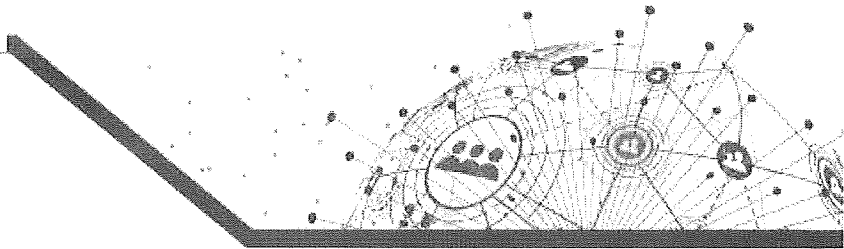
Signature: _____

Name: _____

Date: _____



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Terms & Conditions

Statement of Confidentiality

The contents of this document have been developed by HUB Technical Services, LLC. HUB Technical Services, LLC considers the contents of this document to be proprietary and business confidential information where applicable by law. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from HUB Technical Services, LLC. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of the client and HUB Technical Services, LLC.

Quotation Terms

Tax, Freight, Insurance, Delivery, Setup Fees, Cabling and Cabling Services are not included unless specified above. All prices are subject to change without notice. Supply subject to availability.

Terms, Conditions, and Procedures

Change of Scope Procedures

Should the Client require additional services as a result or adjunct to this project, it will be considered a Change of Scope and will result in additional hours and charges. A Change of Scope agreement form must be signed in order for any additional work to be performed. Upon receipt of a purchase order for the Change of Scope, HUB Technical Services will begin work. The service rate is based on installation during the hours of 8:30 AM-5:30 PM; Monday through Friday.

General Terms

This proposal is for a fixed price project. Any deviation from the Scope of Work defined in this proposal will result in a change order which may change the price of the project. HUB technical Services, LLC will monitor the progress of the project and notify the Client of any deviations for discussion and approval before implementation.

Client will be invoiced as per Project Milestones.

Payment Terms

Payment is due within thirty (30) days of original invoice date. Tangible products are invoiced on the initial shipment date; services are invoiced as they are performed or at the milestones defined above or in the project plan if applicable. All invoices will include the description of the item and the work being billed. Complete payment in full is due for each invoice within thirty (30) days of invoice date. Payments that are past due will result in a finance charge of one percent {1%} per month on an unpaid balance (twelve percent {12%} per year) or the maximum allowed by law. Tax, Freight, Insurance, Delivery, Setup Fees, Storage, Cabling, and Cabling Services Not Included. Fixed priced projects are invoiced in full and are not eligible for labor rebate.

Terms of Sales for Professional Services

Client will designate primary contact(s) for scheduling installations. Normal service delivery hours are 8:30AM-5:30PM; Monday through Friday. After hours and weekend service will be billed at a higher rate. Travel charges will apply beyond 50 mile radius of Hub Tech's main office. Rates are subject to change with a fifteen-day written notice. Support contracts, support services and related replacement parts may be subject to sales, use or other applicable local taxes and is based on the location to which the parts or services are delivered. Unless otherwise noted, HUB Technical Services, LLC prices does not include taxes. The Client acknowledges it has the responsibility to pay all taxes if applicable.

Warranty: 30 days from date of final signoff by client.

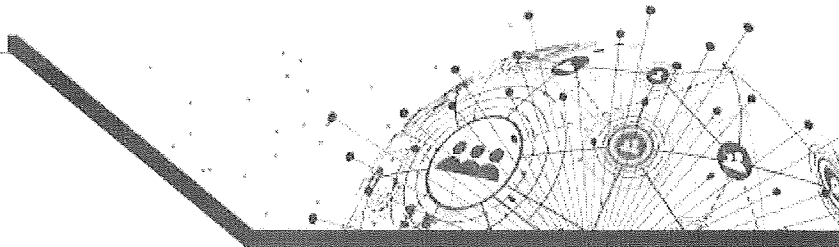
Non-Solicit: Should the Client hire any HUB Technical Services employee during the period of this contract or within 12 months of the expiration of the contract, then the Client shall pay HUB Technical Services an amount equivalent to 26 weeks of the employee's salary to recompense HUB Technical Services for its loss.

Delays which occur due to software application related issues will constitute a "Change of Scope" and will be subject to additional labor hours.

Terms of Sales for Tangible Products



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Client is responsible for the receipt and safeguarding of all equipment delivered. Client is responsible for judging suitability and appropriateness for any particular purpose. Products, pricing and availability are subject to change without notice. Client understands that HUB Technical Services, LLC is not the manufacturer of the products specified in this proposal and the only warranties offered are those of the manufacturer. All products are sold with the manufacturer's warranty and are covered by their terms. All warranty claims must be submitted directly to the manufacturer. HUB Technical Services, LLC reserves the right to bill and Client agrees to pay for all time spent troubleshooting or repairing equipment under warranty. HUB Technical Services, LLC does not assure compatibility with any existing equipment. HUB Technical Services, LLC shall not be held responsible for any lost time due to DOA, defective or malfunctioning equipment provided by HUB Technical Services, LLC or by others. Product prices do not include set up, installation, configuration or training, unless specifically noted. A quote for these services will be provided upon request. Product totals exclude sales tax and shipping charges which be billed separately. Tax, Freight, Insurance, Delivery, Setup Fees, Storage, Cabling, and Cabling Services Not included unless otherwise stated.

Warranty and Disclaimer

Warranty: HUB Technical Services, LLC warrants that the services or equipment provided comply with the statements made within this SOW and for a period of thirty (30) days from the date of signoff.

Limitation of Liability: Notwithstanding any provision contained herein to the contrary, except in case of bodily injury or death where, and then only to the extent that applicable law requires such liability, the maximum liability of HUB Technical Services, LLC to the client, or to any party whatsoever arising out of or in connection with any sale, use, or other application of any product or service delivered to the client hereunder, whether such liability arises from a claim based upon contract, warranty, tort, or otherwise, shall not under any circumstance exceed the actual amount paid by the client for the product or service giving rise to such liability.

Disclaimer of Liability: Except in case of bodily injury or death where, and then only to the extent that, applicable law requires such liability, HUB Technical Services, LLC shall not be liable for any of the client's loss of profits (even if they arise as a direct or immediate consequence of the event that generated the damages). Loss of business, loss of use or loss of data, interruption of business, nor for indirect, special, incidental or consequential damages of any kind whether under this agreement or otherwise, even if HUB Technical Services, LLC has been advised of the possibility of such loss and notwithstanding any failure of essential purpose of any limited remedy, in no case will HUB Technical Services, LLC be liable for any representation or warranty made by client, or any agent of the client.

Service provider indemnity: Client agrees to defend, indemnify and hold harmless HUB Technical Services, LLC from and against any and all damages, liabilities, costs, expenses (including reasonable attorney's fees, expert fees and other legal expenses) in connection with any suit, claim or action by any third party against the client or HUB Technical Services, LLC as a result of the actual or alleged negligence, misrepresentation, error or omission on the part of the client or its representatives relating to or concerning the products or support services provided by HUB Technical Services, LLC.

Returns

HUB Technical Services, LLC Return Policy is as follows: No returns without an RMA#.

You may return most tangible products only if we are able to return them to our supplier within ten (10) days of your product's shipping date; please refer to the specific details below. All returns require a HUB Technical Return Merchandise Authorization Number (RMA#). We are not responsible for receiving, tracking or crediting any item returned to us without a clearly identifiable RMA# on the packing slip. Many non-discontinued, unopened products may be returned within 10 days of the product's shipping date. Manufacturer return policies vary greatly based on the specific product type. Items must be in original packaging, sealed in as-new condition with the packing slip. Opened computer systems, software, laser printers, inkjet printers and networking equipment are not returnable. Defective merchandise can be returned for repair only to HUB Technical Services, directly to the manufacturer or any authorized service center in your area. In order to return an item, please call 508-238-9887 and contact to our Service Department to obtain a Return Merchandise Authorization Number (RMA#) prior to shipping your product. No returns of any type will be accepted without an RMA#. For faster service, please have the following information available when calling requesting an RMA#: Client name, invoice number or Purchase Order number, serial number and nature of the problem.

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12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Select Board* 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 \$75,000 can be signed by Town Administrator.

- 1. Please provide a separate page titled "Summary of Project" which includes:
a. Provide how many bidders there were, the range of bids, and apparent low bidder.
b. Identify the funding source, such as article number and amount approved.
c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
2. Finance Director has signed that funds are available: ATM 23 #16-5 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.

011558-623165

Table with 2 columns: Buildings and Public Works, Goods and Services. Contains various procurement checklist items (C1-C7, GS1-GS4) with checkboxes and handwritten notes.

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

Signature of Town Administrator or Assistant Town Administrator: [Signature]

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



Memorandum

To: Harwich Select Board
CC: Joseph F. Powers, Town Administrator
From: Cassie Boyd Marsh, Bailey Boyd Associates, Inc.
Subject: Participation in FY24 Truro Regional CDBG Grant
Date: February 6, 2024

The Town of Truro will be submitting a regional Community Development Block Grant requesting funds for housing rehabilitation and childcare subsidies. Based upon Harwich homeowner requests along with inquiries from Harwich parents, we would like to invite the town to participate once again this year. This is the 34th regional grant that we are submitting to benefit Lower Cape residents.

The Housing Rehabilitation Program:

The Regional Housing Rehab Program will fund 15 households with a 0% interest deferred payment forgivable loan, making repairs of up to \$70,000 to keep low and moderate-income residents in their homes. Code repairs, weatherization and health and safety violations will be the priority of the program, along with handicap accessibility. All applicants are accepted regionally on a first come/first served basis, although we have allocated 6 slots for Harwich residents.

The Childcare Subsidy Program:

This program will provide up to \$7,000 per eligible child to subsidize care while parents work, go to school or seek employment. The funds go directly to the participating certified childcare provider based on the child's attendance. These funds subsidize the parent's payments on a sliding scale basis.

The Housing Rehab and Childcare Subsidy programs are also an important economic catalyst as the majority of contractors and all of the childcare providers are local.

If the town of Harwich would like to participate in the FY24 joint application, please sign the attached EOHLC Joint Authorization Form and email it to Cassie Boyd Marsh (cboyd@baileyboyd.com) by March 8, 2024.

As always there is no cost to the town and an enormous benefit to local residents, contractors and childcare providers. We'd be glad to answer any questions that you may have.

TOWN
ADMINISTRATOR'S
REPORT

HARWICH HARBORMASTER DEPARTMENT

January 2024 Monthly Report

Operations

- Marine 77 was used to assist the County dredge by towing discharge pipe from Stage Harbor in Chatham to Round Cove for the Round Cove entrance channel dredging project. Marine 77 towed the pipe back to Stage Harbor at the conclusion of the dredging.
- Round Cove channel maintenance dredging completed; 4262 cubic yards of material removed and placed on Bay Road public beach and Wequasset barrier beach.

Administration

- Mailed out Final Dockage Invoices, Salt Water Mooring Permits, Pond Mooring/User Fees.
- Submitted changes for Department website page at Harwich-ma.gov
- Drafted Letter of Recommendation for Jason Holm (Chatham Deputy) to be selected as the next Chatham Harbormaster.
- Prepared and submitted updated harbor facility ADA compliance overview as part of Open Space and Recreation Plan subcommittee.

Maintenance

- Fabricated a shield to cut down on glare from the spotlight on Marine 77.
- The Building Department used their bucket lift to remove large VHF whip antennae and bracket from the Harbormaster Office building. The bracket was beginning to fail during strong winds so the Building Department is working to design and make a stronger bracket.
- Painted transition plates from the ramps to the docks at Saquatucket Harbor (SAQ) with a nonskid paint.
- Made repairs to the cleats for slip 10 at SAQ.
- Continued to reorganize and clean the workshop.
- Routine building and grounds maintenance.

Meetings

- Attended pre-construction meeting for the Wixon Landing project with Conservation Agent, Project Engineer, and Contractor.
- Met with Mark Kelleher at his request to discuss marina slip rates and address questions pertaining to the Allen Harbor jetty project.
- Met with TA to discuss proposed rate increases for dredging by Barnstable County.
- Attended Barnstable County Dredge Advisory meeting.
- Attended meeting with TA to discuss Department Budget for FY25.
- Conducted site visit with Conservation Agent and Project Engineer to evaluate completion status of Wixon Landing improvement project.

CORRESPONDENCE

From: Carrie Schoener <cschoener@harwich-ma.gov>
Subject: Health updates
Date: January 31, 2024 at 1:26:01 PM EST
To: "Michael D. MacAskill" <mmacaskill@harwich-ma.gov>
Cc: Sharon Pflieger <sh.pflieger@gmail.com>

Good Afternoon Michael,

I just wanted to reach out to you as our liaison to provide you with a few updates on some programming we have been working on.

I am exploring the costs to conduct a Public Health needs assessment for the community. I would like to know what our residents think our gaps are. And are these gaps due to lack of programming or lack of public outreach? We have funds left we can spend through the county PHE grant, so the county is currently seeking estimates to perform this service.

The PHE funds are also helping us fund a spring wellness fair, we have teamed up with conservation, COA and the 204 cultural center to host a large community health and environmental event. Our wellness fair is going to be on the heels of the tour de trash, a conservation event and will be held at the 204. We have a large list of attendees and Kara was able to add some great draws for families such as, laser tag and face painting. The date for this is April 27th, the conservation event will start at 10:00am and the wellness fair will be 11:00am-3pm.

We have received a grant from Cape Cod Municipal Health Group to conduct a spring walking challenge there will be more details as we get closer to warmer weather.

We have implemented an excellence program for our food establishment to show appreciation to our establishments that always meet food safety standards and help encourage those that may struggle to strive for better performance standards.

We have enrolled in the FDA food standards program, it is a way for us to self-assess our own performance standards and receive support and grant funding for better training where we may have weaknesses.

And lastly, we have secured an intern who is working on finalizing their MPH to assist us with any and all of the programs we are looking to undertake, I am awaiting more details from DPH on when they will begin.

I have more in the works but, nothing solid at this time.... I will continue to update you and when we are closer to launching our programs as well as, the rest of the Board.

Please let me know if you have any questions or insight on our upcoming endeavors. I am always available by phone or office visit to elaborate on any of our programs.

Carrie Schoener, R.S., C.H.O.
Health Director
508-430-7509
Town of Harwich

732 Main Street
Harwich, MA 02645

