

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:45 P.M.

Regular Meeting 6:30 P.M.

Monday, May 9, 2022

Remote Participation Optional:

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

<https://meet.goto.com/929015629>

You can also dial in using your phone.

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Access Code: 929-015-629

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position;
- 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

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Rabies Vaccine Distribution Notice

V. PUBLIC HEARING

- A. Review the proposed amendments to the Harbor Management Plan, Section 8.2 Class D Permit (Passenger Boat)
- B. Discussion and possible vote to approve the New, On Premise, Seasonal, All Alcohol Liquor License for Ashwood Food Service Inc. d/b/a Jake's at Cranberry Valley – 183 Oak Street (continued from May 2, 2022)

VI. CONSENT AGENDA

- A. Vote to approve the following Board of Selectmen Meeting Minutes:
 1. December 6, 2021
 2. December 13, 2021
 3. December 14, 2021
 4. September 21, 2020
 5. September 28, 2020
- B. Vote to approve Caleb Chase requests for the following amounts:
 1. \$867.10
 2. \$999.91
 3. \$1000.00
 4. \$1000.00

VII. NEW BUSINESS

- A. Discussion, recap, and debrief of Annual Town Meeting 2022 and next steps
- B. Discussion on Town Administrator's presentation of the draft calendar of 2023 Annual Town Meeting
- C. Discussion and possible vote to designate the Assistant Town Administrator as American Rescue Plan Act (ARPA) Reporter relative to the Barnstable County ARPA Application Portal changing from Carol Coppola
- D. Discussion and possible vote to accept the closure and relinquished the Annual, On Premise, All Alcohol liquor license held by the Harwich Inn and Tavern – 77 Route 28
- E. Discussion and possible vote to approve a Special Permit for one day entertainment for the Harwich Conservation Trust Walk 'n Wag Event to be held at 10 Headwaters Drive on May 14, 2022 from 11:00 a.m. to 2:00 p.m. – Entertainment Type: Recorded or Live music with amplification outside
- F. Discussion and possible vote on procuring a second appraisal for the owner unknown parcel related to the Harwich Affordable Housing Trust Properties located at Pleasant Lake Avenue
- G. Discussion and possible vote to approve the 2022 Expanded Outdoor Table Service Application for
 1. Zack, Inc. d/b/a Castaways – 986 Route 28
 2. WFS Restaurant Group, Inc. d/b/a Red River Barbeque (previously L'Alouette) – 787 Route 28
 3. 554 Street Bar LLC d/b/a Three Monkeys – 554 Route 28
 4. MT Group LLC d/b/a Mad Minnow Bar & Kitchen – 554 Route 28

VIII. **OLD BUSINESS**

- A. Discussion and possible vote on potential appointment of members to the Local Planning Committee (LPC)
- B. Discussion and possible vote to approve and sign the deed for the sale of 5 Bells Neck Road to John Carey

IX. **CONTRACTS**

- A. Discussion and possible vote to execute and authorize the Chair to sign a contract for dog impoundment services with the Animal Rescue League - \$7,000
- B. Discussion and possible vote to approve the Barnstable County Dredge Contracts for:
 - 1. Allen Harbor Channel Dredge Project
 - 2. Wychmere Harbor Channel Dredge Project

X. **TOWN ADMINISTRATOR'S REPORT**

XI. **SELECTMEN'S REPORT**

XII. **CORRESPONDENCE**

XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Ellen Powell, Executive Assistant

Posted by: _____

Town Clerk

Date: _____

May 5, 2022

PUBLIC
COMMENTS /
ANNOUNCEMENTS

RABIES VACCINE DISTRIBUTION

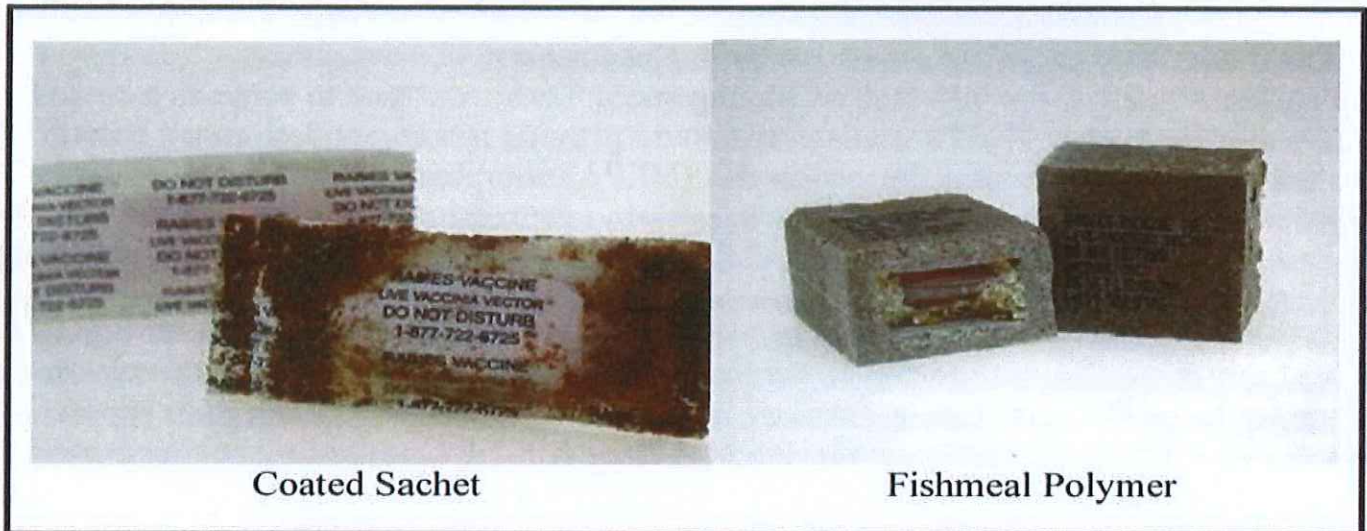
VACCINE TO REDUCE RABIES IN WILDLIFE WILL BE DISTRIBUTED IN
PLYMOUTH, WAREHAM, KINGSTON, CARVER, MIDDLEBORO, LAKEVILLE,
ROCHESTER, MARION, BOURNE, SANDWICH, FALMOUTH, MASHPEE, BARNSTABLE,
YARMOUTH, DENNIS, BREWSTER, & HARWICH

MAY 16 - JUNE 7

FOR ADDITIONAL INFORMATION, PLEASE VISIT THE WEBSITES
BELOW OR CALL (508) 476-2956

If you find a vaccine/bait packet:

- USE A GLOVE OR A TOWEL TO PICK IT UP. Throw it into the woods where children and pets will not find it. If no suitable place is available, dispose of the bait in the trash.
- If you or another person has had contact with the liquid vaccine, wash the area thoroughly after handling the vaccine/bait packet. If your pet has eaten or had contact with a bait, it is not harmful to them. In both cases, please report the contact to 877-722-6725.



Two types of oral rabies vaccination baits will be distributed: A sachet and a block.

For more information on the Cape Cod Oral Rabies Vaccination Program call (508) 476-2956, stop by your Town Health or Natural Resources Departments or visit www.mass.gov/dph/rabies or www.barnstablecountyhealth.org/cape-cod-rabies-task-force



Cape Cod & Southeast MA Rabies Task Force and USDA WS National Rabies Management Program will distribute oral rabies vaccine (ORV) baits for wildlife by helicopter, vehicle, and bait station beginning May 16, 2022!



**Plymouth, Wareham, Kingston,
Carver, Middleborough,
Lakeville, Rochester, Marion,
Bourne, Sandwich, Falmouth,
Mashpee, Barnstable,
Yarmouth, Dennis, Brewster, &
Harwich.**



**CAPE COD & SOUTHEAST MA
RABIES TASK FORCE**

NOTICE

ORAL RABIES VACCINE DISTRIBUTION

The current vaccination zone will cover the area from the Cape Cod Canal east to Brewster/Harwich. In addition, mainland Bourne and Sandwich, Plymouth, Wareham, and portions of Carver, Kingston, Middleboro, Rochester, Marion, and Lakeville will receive baits.

For bait distribution dates, please visit the website or Facebook page below, or call (508) 476-2956.



The two types of oral rabies vaccination baits, Coated Sachets and Fishmeal Polymer Blocks, will be distributed via Helicopter, Bait Station, and Vehicle.

If you find a vaccine/bait packet:

- Use a glove or towel to pick it up. Throw it into the woods where children and pets will not find it. If no suitable place is available, dispose of the bait in the trash.
- Wash your hands thoroughly after handling the vaccine/bait package.
- If your pet has eaten or had contact with a bait, it is not harmful to them, but please report the contact to: Cape Cod Rabies Program Coordinator Brian Bjorklund at (508) 476-2956.
- If you or another person has had contact with the liquid vaccine, wash the area thoroughly and call the MA Department of Public Health at (617) 983-6800.

For more information on the Cape Cod Oral Rabies Vaccination Program.

- Call (508) 476-2956
- Stop by your Town Health or Natural Resources Departments
- Visit www.mass.gov/dph/rabies or www.barnstablecountyhealth.org/cape-cod-rabies-task-force
- Visit The Cape Cod and Southeast Massachusetts Facebook page



CAPE COD & SOUTHEAST MA
RABIES TASK FORCE



ORAL RABIES VACCINE DISTRIBUTION FAQ:

Cape Cod Oral Rabies Vaccination Project (CCORV)

In collaboration with the The Cape Cod and Southeast Massachusetts Rabies Task Force, the United States Department of Agriculture/Wildlife Services is continuing a project to help control raccoon rabies on Cape Cod, MA.

How prevalent is raccoon rabies in Massachusetts?

Raccoon rabies was first reported in Massachusetts in September 1992. Since that time, through 2019, there have been greater than 6,700 cases of rabies in Massachusetts. Domestic animals are at risk for developing rabies when they are bitten by an infected wild animal. Every year, many people in Massachusetts are exposed to rabies either through direct contact with infected wildlife or by contact with domestic dogs and cats exposed to infected wildlife.

What is the Massachusetts Wildlife Rabies Vaccination Project?

From 1994 to March 2004, this project created and maintained a barrier to keep Cape Cod free of rabies by vaccinating a large number of raccoons in towns surrounding the Cape Cod Canal. In March 2004, the first rabies case was detected on Cape Cod beyond the Canal, indicating a breach in the vaccine barrier, and rabies has since spread throughout the Cape. In cooperation with County, State and Federal agencies, we continue to vaccinate Cape Cod wildlife against this disease to reduce rabies cases with an ultimate goal to eliminate rabies on Cape Cod.

Where is the Project taking place?

The current vaccination zone will cover the area from the Cape Cod Canal east to Brewster/Harwich. In addition, Mainland Bourne and Sandwich, Plymouth, Wareham, and portions of Carver, Kingston, Middleboro, Rochester, Marion, and Lakeville will receive baits.

How can free-ranging raccoons be vaccinated against rabies?

The vaccine is contained in baits that have a strong fish smell specifically attractive to raccoons and unpleasant to people. Raccoons that consume a vaccine-bait unit are vaccinated against rabies. This type of vaccine is desirable because it can be distributed in the environment and is, potentially, self-administered by wildlife. Vaccine containing baits are distributed from cars along roadsides in wooded, brush-covered, and wetland areas where raccoons are likely to find and eat them. Baits will also be dropped by helicopters. Driveways, lawns, buildings, schools and agricultural fields are avoided.

Does the vaccine cause any ill effects in wildlife or pets?

Doses of up to 75 times the amount of vaccine contained in one bait have been fed to raccoons and dogs with no ill effects. However, dogs that eat several of the fishmeal block baits may experience a temporary upset stomach. A number of dogs who have eaten baits have been reported since the beginning of our efforts and no ill effects other than an occasional upset stomach have been reported.

How long do baits stay in the environment?

Studies have shown that most baits are eaten within four days and almost all baits are gone in one week. If baits are not found and eaten, they will dissolve, exposing the vaccine packet to sunlight and air, making the vaccine ineffective.

What might happen if a person finds a bait or becomes exposed to the vaccine?

The intact vaccine-bait unit is safe for people to handle. The liquid vaccine is enclosed within a plastic packet that is either sealed within a bait block, or simply coated with the fishmeal attractant. Each bait is labeled with a warning message that includes a number to call for information. If intact baits are found, they should be placed in brushy areas where people or pets are not likely to find it. Chewed baits should be picked up with a paper towel and disposed of in the trash. If a person in physically good condition has direct contact with or ingests the liquid vaccine, there should be no adverse health effects. If a person in a compromised state of health is exposed to the liquid vaccine through an open wound or by ingestion, they could experience a reaction to the vaccine. If any person or pet is exposed to the liquid vaccine, please call the Massachusetts Department of Public Health at (617) 983-6800.

Can oral rabies vaccine baits be purchased for use in backyards?

Oral rabies vaccine baits are not available for purchase by the general public or other groups. The distribution of the baits is a permitted activity through the Massachusetts Division of Fisheries and Wildlife.

What do we do if we see sick wildlife or are exposed to a rabid animal?

Call your animal control officer or the police if you see sick wildlife - do not handle wildlife! If you do come in to contact with wildlife, wash all wounds with soap and water thoroughly; then, contact your doctor or veterinarian. Always keep your pets up to date on their rabies vaccinations.

For More Information Please Contact:

1. United States Department of Agriculture: For questions regarding domestic animal contact with bait, call USDA Wildlife Services MA/CT/RI Rabies Program Coordinator Brian Bjorklund at **(508) 476-2956**
2. The Massachusetts Department of Public Health: For questions about human contact with bait, call MDPH at **(617) 983-6800**
3. Information is available through the following websites:
The Massachusetts Department of Public Health: <http://www.mass.gov/dph/rabies>.
The Cape Cod and Southeast Massachusetts Rabies Task Force at: www.barnstablecountyhealth.org/cape-cod-rabies-task-force.
The Cape Cod and Southeast Massachusetts Rabies Task Force Facebook page at: <https://www.facebook.com/CapeCodRabiesTaskForce/>
4. Vaccine information at: <http://www.raboral.com/>

PUBLIC HEARING

**TOWN OF HARWICH
BOARD OF SELECTMEN**

**NOTICE OF PUBLIC HEARING
Harbor Management Plan**

The Harwich Board of Selectmen will hold a Public Hearing on May 9, 2022, no earlier than 6:30 P.M. in the Donn B. Griffin Room located at Town Hall, 732 Main Street, Harwich for the purpose of reviewing proposed amendments to the Harbor Management Plan, Section 8.2 Class D Permit (Passenger Boat).

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.

Michael D. MacAskill, Chairman
Julie E. Kavanagh
Larry G. Ballantine
Mary E. Anderson
Donald F. Howell

Harwich Board of Selectmen

The Cape Cod Chronicle
April 21, 2022
April 28, 2022

Town of Harwich
Harbormaster's Office
715 Main Street – PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Town Administrator
Chairman, Waterways Committee
From: John C. Rendon, Harbormaster
Date: April 12, 2022
Subject: Class D Permit Award - Greiner

Ref: (a) Harbor Management Plan

Per reference (a), Section 8.2, Class D Offloading Permits (Passenger Boat) are awarded by the Board of Selectmen, and the limit on the number of passengers allowed to be carried by a licensed captain is set by the Board of Selectmen. One of the three Class D Permits authorized per reference (a) was recently vacated by Clement Kacergis (M/V Yankee II), and therefore assignment of the open permit is made from the Class D Permit slip waitlist. Captain Frank Greiner who has been on the waitlist since March 29, 1999 has accepted the open Class D Permit, pending approval by the Board of Selectmen.

As outlined in the Business Plan submitted by Captain Frank Greiner and Debra Greiner, they are requesting to operate a 45 foot passenger boat with a maximum of 49 passengers to conduct harbor cruises. A passenger boat is considered an Inspected Vessel, and therefore an annual inspection and issuance of a Certificate of Inspection by the Coast Guard is required. Captain Frank Greiner is a U.S. Coast Guard licensed captain, holding a 1600 ton Ocean Master and Second Mate Unlimited license. The Business Plan indicates food and beverages will be served on board, and therefore appropriate town Board of Health permits will be required by the permit holder. In addition, the service of alcohol (beer and wine) on board is indicated in the plan, and therefore an ABCC Ship Master License will be required by the permit holder.

I recommend award of the Class D (Passenger Boat) permit to Captain Frank Greiner, and I also recommend approval of his request to carry a maximum of 49 passengers per trip. The previous Class D permit held by Clement Kacergis allowed a maximum of 60 passengers, so the request by Captain Greiner is a welcome reduction. The proposed length and beam of the new boat that Captain Greiner is having built will fit well in the assigned slip, with little to no adjustments needed to remain compliant with ADA access requirements. Captain Greiner has been a longtime 6-pack Charter Boat (Class C permit) captain at Saquatucket Harbor, and over the years has demonstrated a high level of professional competence.

Enclosure: (1) Greiner D Permit (Passenger) Business Plan

Copy: (1) Waterways Committee

Harwich Board of Selectmen

04/12/22

Harwich Waterways committee

Harwich Board of Health

Harbor Cruise

I am in the process of building a 45ft x 14ft 49 passenger cruise boat with an estimate delivery date of May 2023.

Sightseer Marine Products Inc

11016 State Road 52

Hudson Fl 34669

www.sightseerboats.com

Operate out of Saquatucket harbor, Harwich Port Ma. Under a class D permit.

1-1/2hour cruise 3 times a day.

Early afternoon

Dinner

Sunset

Private charters also available

Narrated nature and history tour of Harwich and Harwich waterfront. Information about the fun things to do in and around our Harbor/town.

Brax Restaurant, Snack Shack, Artisan Shacks, Seal Watch Cruise, Nantucket Ferry, Capt. Kidd fishing trips, Sportfishing Charters, Beach Club Resort, Cranberry Bog tours, The Lavender farm, Brooks Academy Museum, Go Carts, Golf/Miniature Golf and the Grand Slam Entertainment Complex.

Food and Beverage will be offered on board. Food permitting, under the supervision on the Harwich Board of health as a mobile food venue. Beverage permitting, under the State of Massachusetts supervision of an Alcoholic Beverage Ship Master license.

In addition, Music, Water, Sun and fun for the whole family. A great new look in our town.

On sight ticket booth.

Operate Memorial Day weekend through Columbus Day Weekend

Debra E Greiner

Capt. Frank L Greiner Jr

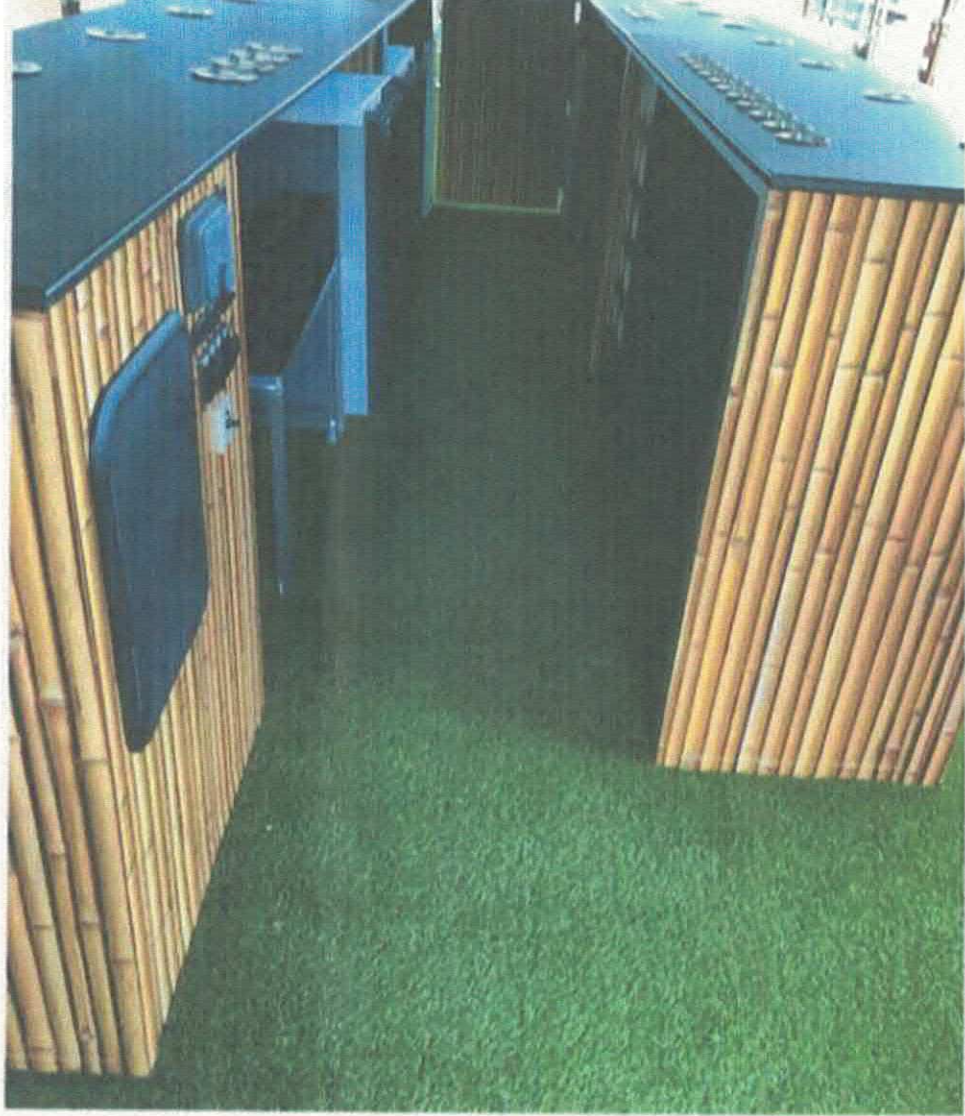
U.S.N.R. retired

MMA class of 1990









NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
BOARD OF SELECTMEN
APPLICATION FOR LIQUOR LICENSE

Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for a Seasonal, Restaurant, All Alcohol Liquor License for Ashwood Food Service Inc. d/b/a Jake's at Cranberry Valley, Kate Lomask, Manager, on the following described premises located at 183 Oak Street, Harwich, MA 02645. A restaurant with 55 seats, large deck, kitchen on upper floor, storage on lower floor. Approximately 1,800 SF.

The Board of Selectmen will hold a hearing on the application on Monday, May 2, 2022 no earlier than 6:30 P.M in the Griffin Room at the Harwich Town Hall, 732 Main Street, at which time all interested parties are cordially invited to attend.

BOARD OF SELECTMEN
LOCAL LICENSING AUTHORITY

Cape Cod Times
April 15, 2022



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen

Joe Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police

A handwritten signature in black ink, appearing to read 'D. Guillemette', is written over the printed name and title.

DATE: April 12, 2022

SUBJECT: **Application for a Seasonal All Alcohol on Premises license for Ashwood Food Service Inc. dba Jakes at Cranberry Valley 183 Oak Street Harwich, MA 02645, Kate Lomask Manager**

The Police Department has no objections regarding the Application for a Seasonal All Alcohol license for Jakes at Cranberry Valley 183 Oak Street Harwich. A background investigation of the proposed individual(s) indicates no liquor code violations or disqualifying history.

If you have any questions or need further clarification, please feel free to contact me at your earliest convenience.



ph: 508-430-7506 fax: 508-430-4703

MEMO

TO: Board of Selectmen
Danielle Delaney

FROM: Robert Piccirilli, Building Commissioner

DATE: April 7, 2022

RE: Ashwood Food Service Inc. DBA Jake's at Cranberry Valley

There shall be no additional seating or occupancy load beyond what was legally permitted



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

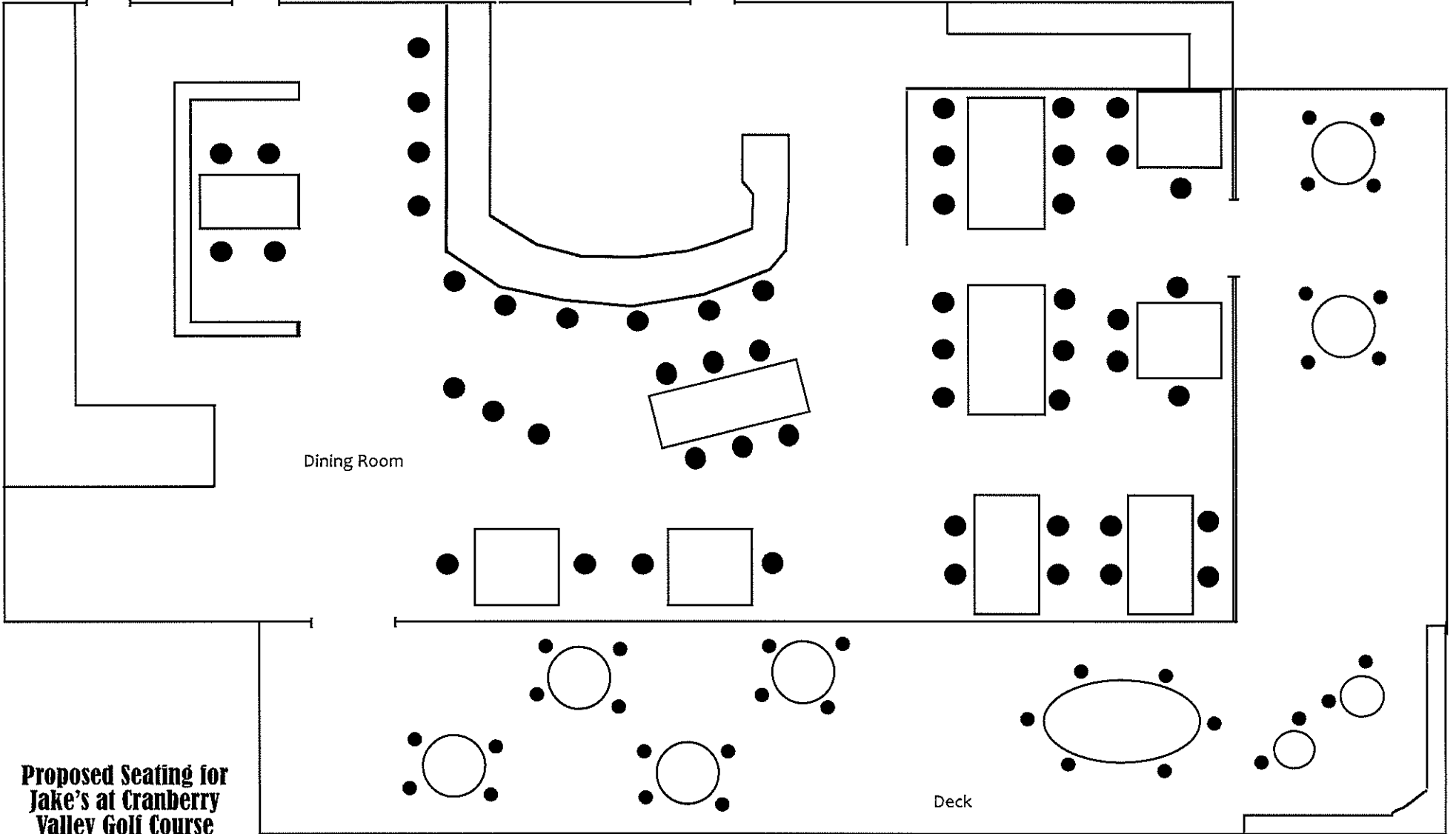
CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input type="text"/> | | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
 TRANSMITTAL FORM ALONG WITH
 COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



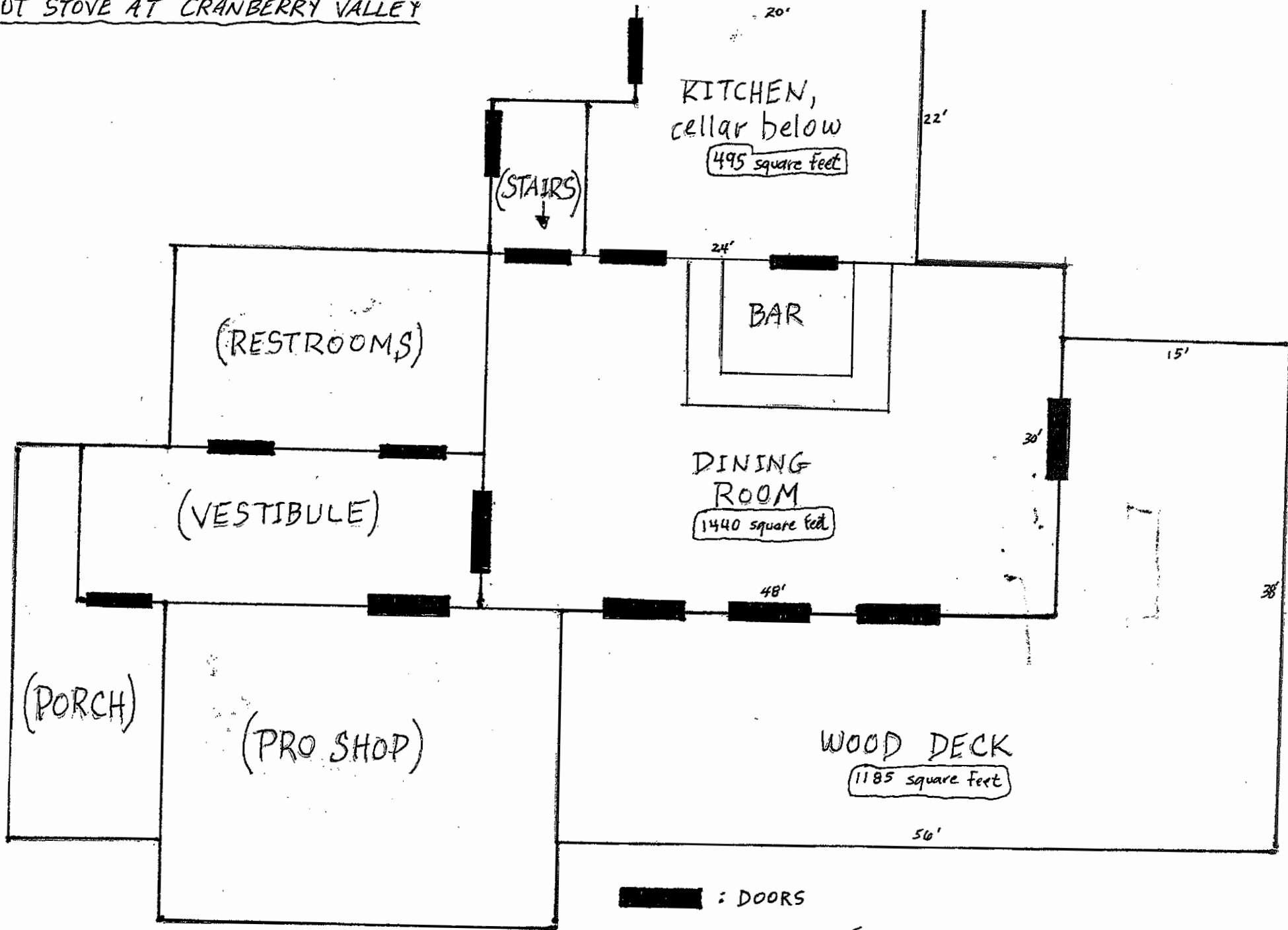
Dining Room

Deck

**Proposed Seating for
Jake's at Cranberry
Valley Golf Course**

March 30, 2022
deck added 4/5/82022

HOT STOVE AT CRANBERRY VALLEY

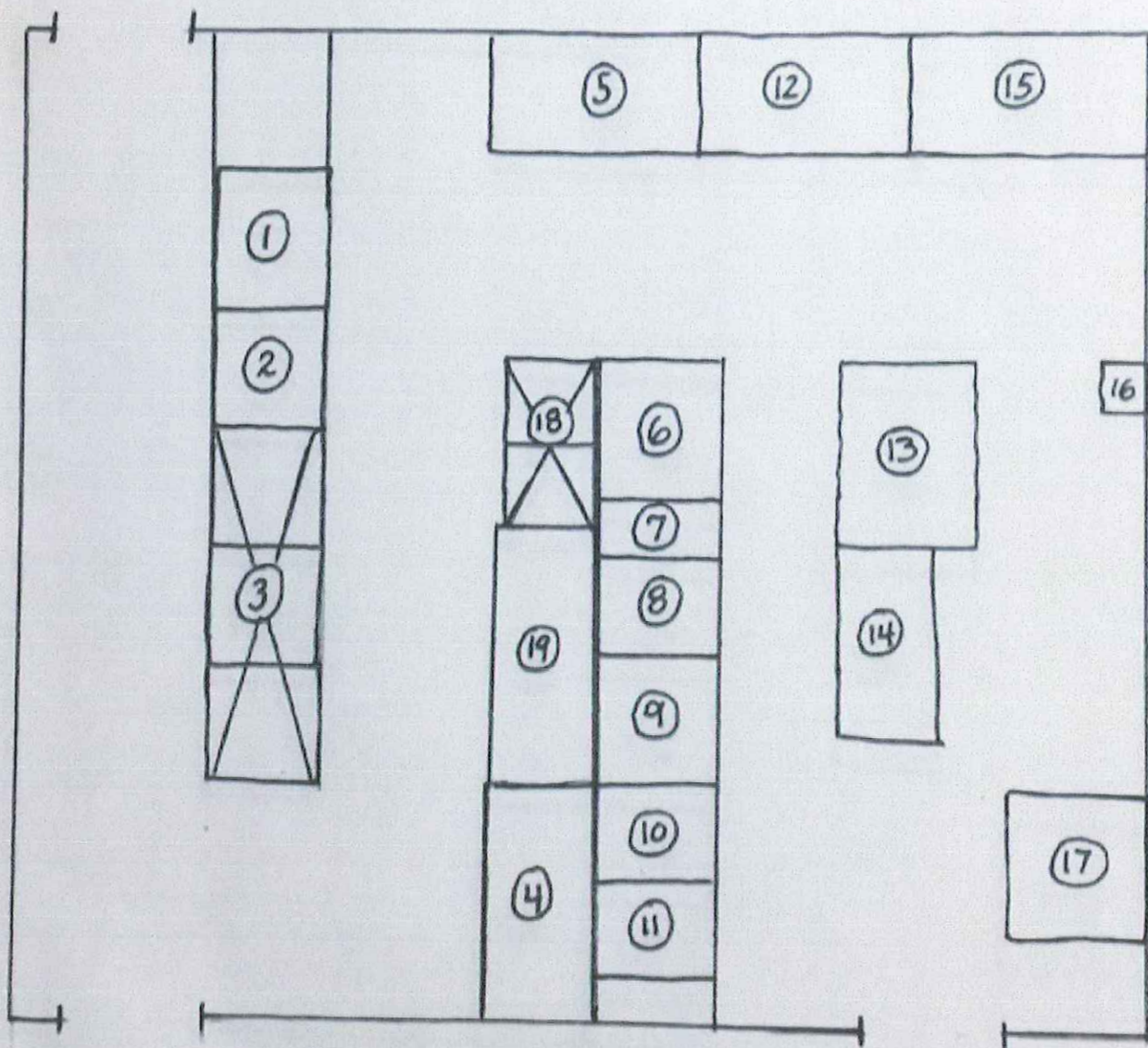


█ : DOORS

CELLAR : 530 square feet

- ① DISH RINSE SINK
- ② DISHWASHER
- ③ THREE-BAY SINK
- ④ FREEZER
- ⑤ CHILL BOX
- ⑥ CONVECTION OVEN
- ⑦ FRYOLATOR
- ⑧ GRIDDLE
- ⑨ GRIDDLE
- ⑩ CHARCOAL GRILL

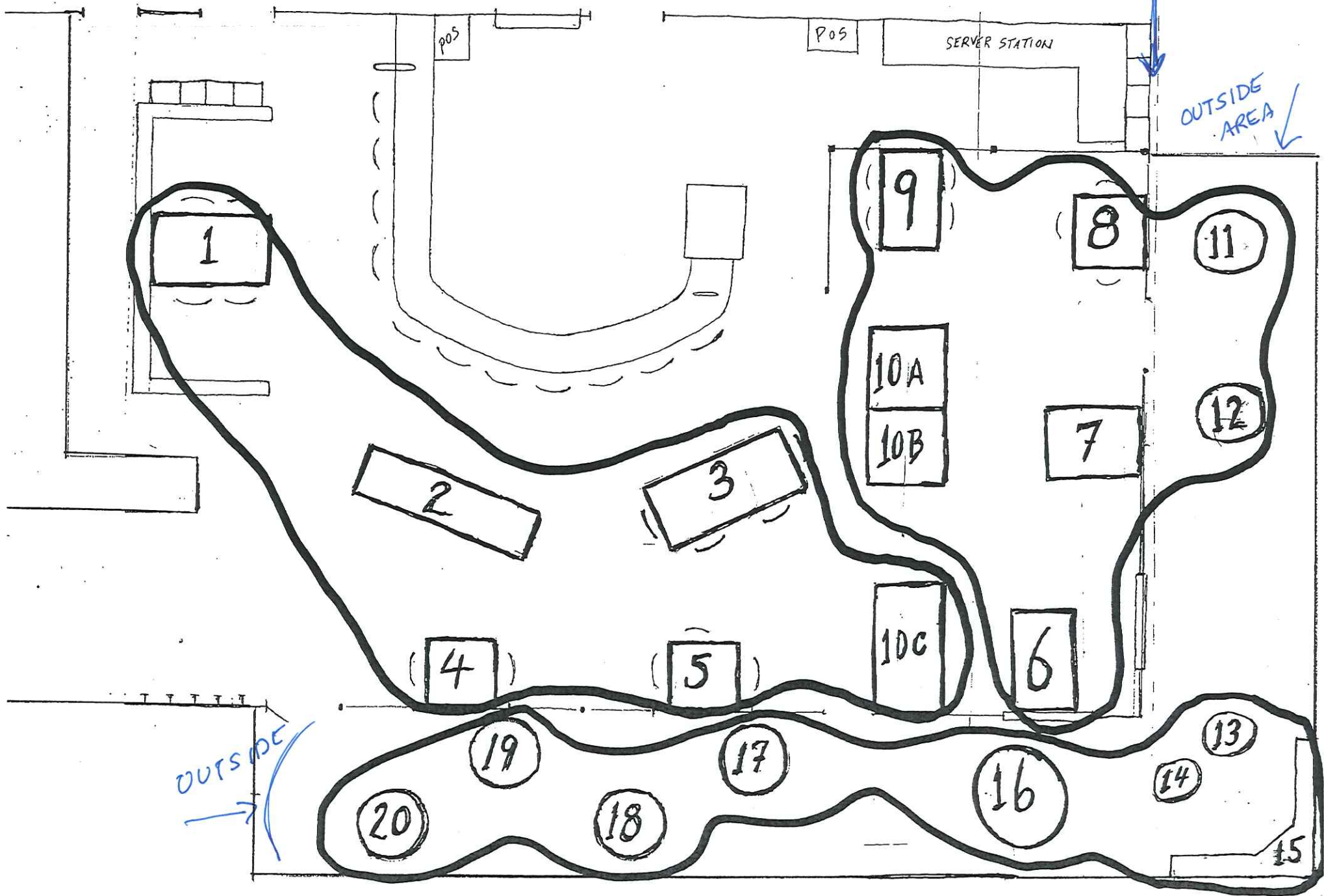
- ⑪ FOUR BURNER STOVE
- ⑫ CHILL BOX
- ⑬ PREP TABLE
- ⑭ SANDWICH UNIT
- ⑮ SANDWICH UNIT
- ⑯ HANDWASH SINK
- ⑰ ICE MACHINE
- ⑱ TWO-BAY PREP SINK
- ⑲ PREP TABLE



HOT STOVE at CRANBERRY VALLEY KITCHEN 3/16

□ = approximately one square foot

3 STATIONS





The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	All Alcoholic Beverages	Seasonal

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Jake's at Cranberry Valley will serve beer, wine, and liquor including draft beer.

Is this license application pursuant to special legislation?

Yes No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	Ashwood Food Service Incorporated	FEIN	<input type="text"/>
DBA	Jake's at Cranberry Valley	Manager of Record	Kate Lomask
Street Address	183 Oak Street Harwich, MA 02645		
Phone	508-430-1100	Email	jakerooneys12@yahoo.com
Alternative Phone	<input type="text"/>	Website	<input type="text"/>

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Food service concession on the Cranberry Valley Golf Course in Harwich, MA, comprising of a restaurant, a large deck and a kitchen on the upper floor, and a lower floor for storage. Approximately 1800 s.f. Indoor restaurant holds up to 55 seats and up to 41 more can be added on the deck depending on the weather.

Total Square Footage:	1800	Number of Entrances:	2	Seating Capacity:	55
Number of Floors	2	Number of Exits:	2	Occupancy Number:	55

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	Kate Lomask	Phone:	<input type="text"/>
Title:	Manager	Email:	jakerooneys12@yahoo.com

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="Corporation"/>	Date of Incorporation	<input type="text" value="1994"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Peter D. Klaus"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="President, Treasurer, Secretary"/>	<input type="text"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Peter D. Klaus	retail liquor license	00054-RS-0506	Harwich

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Kate Lomask	retail liquor license	06449-GP-0506 (expired)	Harwich

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	<input type="text"/>
C. Other * (Please specify below)	<input type="text"/>
D. Total Cost	<input type="text"/>

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total:	<input type="text"/>

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
3/1/2015	present	General Manager	Jake Rooney's Restaurant	Peter Klaus
3/1/2013	3/1/2015	Owner	Everleaf Design, Inc.	Self Employed
1/1/1998	3/1/2013	Marketing, HR, Documentati	Buxco Electronics, Inc.	Joe Lomask

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
 If yes, please fill out section 11.

Yes No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

APPLICANT'S STATEMENT

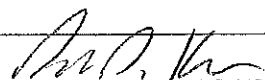
I, Peter D. Klaus the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Ashwood Food Service Incorporated
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: 3/20/2022

Title: President

CONSENT AGENDA

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
GRIFFIN ROOM
MONDAY, DECEMBER 6, 2021
5:30 PM EXECUTIVE SESSION
6:30 PM REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Michael MacAskill, Julie Kavanagh, Larry Ballantine and Mary Anderson. Mr. Howell joined the meeting late.

ALSO PARTICIPATING: Town Administrator Joseph F. Powers

CALL TO ORDER:

Chairman MacAskill opened the Board of Selectmen's meeting for December 6, 2021 at 5:30 PM. Ms. Anderson moved to enter into Executive Session, 2nd by Mr. Howell. Vote 4:0 in favor. Motion carried unanimously.

EXECUTIVE SESSION:

- A. Pursuant to MGL c.30A, s21(6) to consider the purchase, exchange, lease or value of real property if the chair so declares that an open meeting may have a detrimental effect on the negotiating position of the public body;
- B. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions if an open meeting would have a detrimental effect of the town's bargaining position and the chair so declares;
- C. Pursuant to GL 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.

Mr. MacAskill reopened the Board of Selectmen's meeting after Executive Session where they discussed the 3 items listed above. Decisions were made, they are all still under Executive Session so nothing will be announced tonight. He invited attendees to join in the Pledge of Allegiance.

PUBLIC COMMENTS/ANNOUNCEMENTS

Lieutenant Brad Willis of the Harwich Fire Department commented that for the 7th year in a row Harwich Fire and Police represented Harwich in the annual Homeless for the Holidays Project. Donations have been collected at various locations for different causes. Since he asked and received the town's support 7 years ago they have received generous donations from people in this area with the majority of the accepted donations going to the Family Pantry. This year's totals were 732 toys, approximately 1,000 pounds of food and just over \$10,000.00 in cash,

December 6, 2021

checks and gift cards. He also noted the 7 year totals. He thanked the community for their strength and support, he also thanked Chief Clark who gave them the initial go ahead to start this program and to Chief LeBlanc who continues to support them.

Chief LeBlanc added that this is a group effort but this wouldn't be possible without Lt. Willis' effort and organization of the entire event and he deserves the lion's share of the credit.

Cindy Williams Executive Director of the Harwich Chamber of Commerce noted the 5th year of the Festival of Trees which benefits the Family Pantry. She stated that there are 60 trees, donations are already at \$6,000.00 and they hope to surpass last year's \$10,000.00. She encouraged everyone to come and participate.

CONSENT AGENDA

- A. Vote to approve the Assistant Town Administrator's recommendation to grant permission to Verizon New England Inc. and NSTAR Electric Company DBA Eversource Energy for the purpose to relocate one (1) jointly owned pole, 4/167,20' southeast on Church Street for the necessity to facilitate construction of a new subdivision road (Caldwell Lane)
- B. Vote to approve a Caleb Chase request in the amount of \$1,000.00
- C. Vote to approve a Caleb Chase request in the amount of \$1,000.00
- D. Vote to approve a Caleb Chase request in the amount of \$1,000.00
- E. Vote to approve resignation of Allan Peterson from the Planning Board
- F. Vote to approve the Commonwealth of Massachusetts Alcoholic Beverages Control Commission 2022 Seasonal Population Increase Estimation Form.
- G. Vote to accept a gift to the Harwich Police Department of three (3) Harley Davidson Motorcycles

Ms. Anderson moved to approve the Consent Agenda as presented, 2nd by Mr. Ballantine.

Town Administrator Powers noted that under season estimation, staff recommended that the town's number go from 3500 to 35,000 due to the activity over the years.

Vote 4:0 in favor. Motion carried unanimously.

NEW BUSINESS

- A. Annual Committee meetings
 - 1. Harwich Housing Authority

No representative present but the packet is available to the public.

- 2. Traffic Safety Committee

Linda Cebula of the Traffic Safety Committee was present to answer questions. The report had been previously submitted. She did note that they will be trying to work on cutting back bushes throughout the town for safety reasons. She explained why they are requesting quarterly

meetings in place of monthly noting that they deal with utilities and the extended time it takes to work with them on projects.

Mr. MacAskill will put their request an agenda.

3. Bikeways Committee

Paul Gazaille of the Bikeways Committee noted that he had submitted his report and does not have any additions.

Mr. Ballantine asked if it would make sense to have a Police Department liaison for the committee to call with safety questions.

Ms. Kavanagh replied that she has spoken with this committee and Traffic, they both noted that they have a good relationship and through traffic they have the police involved.

Mr. MacAskill commented that Ms. Kavanagh's recommendation, after meeting with both committees, was to not merge them. He will put that on for a full Board vote but they will not be voting to merge those committees.

4. Board of Appeals

David Ryer Chair of the Board of Appeals had submitted a report, the Board did not have it in the packet, and he reviewed his report. All members and alternates are sworn in and up to date on training. He also noted remote and in person meetings, posted agendas and minutes and the number of cases has increased almost 50%. He commented that the courses that Mr. Howell had previously asked about are not geared toward the committee but rather the general public. He would like to have training on what would be their special considerations of the market rate 40B like the one proposed at Chloe's Path. He feels it would be helpful.

Town Administrator Powers replied that they are working on training through Administration, the Clerk's Office, KP Law and others to be sure there is a suite of training exercises and topics.

Mr. MacAskill commented that as a town they are allowed to hire a housing consultant to work with the Board of Appeals through that process.

B. Discussion and possible vote to appoint Assistant Town Administrator Meggan Eldredge the ADA Compliance Officer for the Harwich Accessibility Rights committee

Mr. MacAskill commented that he has been working with staff to change the charge and make it more inviting to be on the committee and lessening the criteria so they can fill that committee.

Town Administrator Powers recommended Meggan Eldredge as the Compliance Officer and noted that she lives that every day and there couldn't be a better person for that position. He feels the Board's vote and recommendation will go even further to supporting the rights

committee. There are suggestions on how they can change the charge and wording on requirements as there has been some misinterpretation over the years.

Mr. Ballantine moved to appoint Meggan Eldredge Compliance Officer for the Harwich Accessibility Rights Committee, 2nd by Ms. Kavanagh.

Mr. Ballantine offered a caution that some of the charge comes directly from the statute. He is not sure how much flexibility they have.

Town Administrator Powers replied that the ADA Compliance Officer once that position is appointed, they notify the state and they become the primary point contact. Ms. Eldredge would be the person validating with the state if we are going in the right direction or should expand the charge. This appointment helps assure that we are in compliance with that.

Vote 4:0 in favor. Motion carried unanimously.

C. Discussion and possible vote to approve a remote participation request for a member of Planning Board

Mr. MacAskill questioned that it says "A" member of the Planning Board and he believes John Chorey's email it said 3 members of the Board.

Town Administrator Powers replied, that was the request that came in today. They have a request from the Town Planner for Planning Board member David Harris. The request the Board will take up next week does involve 3 members of the committee. But tonight it's one member, David Harris.

Ms. Anderson moved to vote to approve a remote participation request for David Harris a member of Planning Board, 2nd by Ms. Kavanagh. Vote 4:0 in favor. Motion carried unanimously.

Mr. MacAskill noted that 3 members of a committee is a lot.

Town Administrator Powers replied that it also violates the policy and there are concerns with that particular committee that beyond the town's policy it may violate the statute.

D. Discussion and possible vote to send a letter of recommendation for Mid Cape Church Homes

Ms. Anderson moved to vote to send a letter of recommendation for Mid Cape Church Homes, 2nd by Ms. Kavanagh. Vote 4:0 in favor. Motion carried unanimously.

E. Discussion and possible vote to affirm The town Administrator's appointment of Robert Piccirilli as Building Commissioner per the town of Harwich Charter Chapter 4, Section 4, Clause 4-4-1

Ms. Anderson moved to affirm the Town Administrator's appointment of Robert Piccirilli as presented, 2nd by Mr. Ballantine. Vote 4:0 in favor. Motion carried unanimously.

F. Discussion and possible vote to approve the high definition Cable Channel Designation

Ms. Anderson moved to vote to approve the high definition Cable Channel Designation, 2nd by Mr. Ballantine. Vote 4:0 in favor. Motion carried unanimously.

G. Discussion and possible vote to approve 2022 Annual off premise, wine and malt liquor licenses,

1. Bourne Petroleum Ltd d/b/a Harwich Exxon - 173 Pleasant Lake Ave
2. Maulik Corp. d/b/a Value Mart - 435 Route 28
3. Pizza Shark partners d/b/s Pizza Shark - 403 Pleasant Lake Ave.

Ms. Anderson moved to approve the 2022 Annual off premise, wine and malt liquor licenses as presented, 2nd by Ms. Kavanagh. Vote 4:0 in favor. Motion carried unanimously.

H. Discussion and possible vote to approve 2022 Annual off premise all alcohol liquor licenses;

1. ATJX, Inc. d/b/a Moonshine Liquors - 4 Great Western Road
2. Cranberry Liquors at Harwich Port LLC d/b/a Cranberry Liquors - 555 Route 28
3. Main Street Quik Pik, Inc. d/b/a Main Street Market - 715 Main Street
4. Portside Liquors III, Inc. d/b/a Portside Liquors - 1421 Route 39
5. A.J. Luke's of Harwich, Inc. n - 224 Route 28

Ms. Anderson moved to approve the 2022 Annual off premise all alcohol liquor licenses as presented, 2nd by Ms. Kavanagh. Vote 4:0 in favor. Motion carried unanimously.

I. Discussion and possible vote to approve 2022 Annual, on premises, wine & malt liquor licenses;

1. Cape Roots Market & Cafe LLC d/b/a Cape Roots Market & Cafe - 557 Route 28
2. Ember Pizza, Inc. d/b/a Ember - 600 Route 28
3. First Crush Winery Cape C of LLC d/b/a First Crush Winery - 527 Main Street - *Wine Only*
4. Spyridon & Aglaia Chistakis d/b/a George's Pizza House - 564 Route 28

Ms. Anderson moved to approve the 2022 Annual, non-premise wine & malt liquor licenses as presented, 2nd by Ms. Kavanagh. Vote 4:0 in favor. Motion carried unanimously.

J. Discussion and possible vote to approve 2022 Annual, on premise, all alcohol liquor licenses;

1. Allen Harbor Yacht Club, Inc. - 371 Lower County Road
2. Ashwood Food Services Inc. d/b/a Jake Rooney's - 119 Brooks Road
3. Beachlight LLC d/b/a Seal Pub - 703 Main Street
4. BLM Restaurant Group Inc. d/b/a Lanyard Bar and Grill - 429 Route 28

5. Blue Stripe LLC d/b/a Cape Sea Grille - 312 Sea Street
6. Brax Restaurant Management, Inc. d/b/a Brax Landing - 705 Main Street
7. Four Hundred East, Inc. - 1421 Orleans Road
8. Harwich Inn and Tavern LLC d/b/a Harwich Inn and Tavern - 77 Route 28
9. Harwichport House of Pizza, Inc. - 330 Route 28
10. Harwich Port Seafare Inc. d/b/a Harwich Port Seafarer - 86 scission Road
11. Hot Stove Inc. d/b/a Hot Stove Salon - 5651 Route 28 - *Pending receipt of Certificate of Insurance*
12. Morningstar Restaurant, Inc. d/b/a Villa Roma - 278 Route 28
13. AShogun, Inc. d/b/a Noble House - 21 Route 28
14. Shooting Star Realty, LLC d/b/a Yucas Restaurant - 4 Depot Road
15. WFS Restaurant Group, Inc. d/b/a L'Alouette - 787 Route 28
16. Zack, Inc. d/b/a Castaways - 986 Main Street

Ms. Anderson moved to approve 2022 Annual, on premise all alcohol liquor licenses as presented, 2nd by Ms. Kavanagh.

Mr. Ballantine mentioned the letter they received from Chief Guillemette. He presumes that the licenses go forward and that the Board will have to monitor those actions in the further. They have to approve the licenses and the rest will come up later.

Town Administrator Powers commented that what is listed in the memorandum are potential violations. The hearings have been held and the Board will be set to take action December 14th.

Vote 4:0 in favor. Motion carried unanimously

OLD BUSINESS

- A. Discussion and possible vote to accept the withdrawal of the sole bidder and cancel the Request for Proposal for 5 Bells neck Road

Mr. MacAskill summarized previous discussions. The 501C3 Historic West Harwich School House submitted an RFP and sent a letter on November 16th, they voted to no longer pursue the RFP. He does not feel a vote of the Board is needed to not go forward with this RFP.

Town Administrator Powers commented that it is in the memorandum, the town reserves the right to cancel any and all bids and reject the process in total. There is no harm in doing that if the Board decided to take future actions.

Mr. Howell entered the meeting.

Mr. Ballantine commented that he does have a concern that the implication of the statements made in the letter that one of the reasons they withdrew was they were told that the priority was being given to Brooks Academy and to the Fire Station. In the past when the Board has supported the CPC article, the best route they take has come to a full Board, not a single statement like that. He doesn't think this came up for a discussion whether the Board was

looking to support selling that of property to the Fire House, He notes that reading the CPC's website, they have asked for CPC funding. He feels the major discussion will be where they go next.

Mr. MacAskill will look into that. His recollection is of those comments in an open meeting in front of this Board and a discussion when the initial RFP was sent. Since a single meeting keeps being brought up, in the day we are in now you can write anything on social media and half the people believe it without fact checking the other side. He is upset that Susan Urbano who is the president of this group, went on social media and posted and a lot of these accusations came from her post. She attended the same meeting Duncan Berry, Town Administrator Powers and he attended. The conversation happened in this meeting and the conversation happened based on the Town Administrator's memo. The town reserves the explicit right to select a proposal which does not necessarily contain the highest price and/or economic benefit to the town. He continued reading from the memo. That was an open meeting and in that open meeting the respondents to the RFP agreed to have a meeting and for them to pick the date at which time they did pick the date. At that meeting the Board of Selectmen unanimously asked him (Mr. MacAskill) to be in that meeting. Nobody had a problem with that and nothing happened outside of a public meeting and the allegation and the comments that something happened is disgusting to him. This person that made this attack on social media based on that post is the chair of our Charter Review Committee and the editor of the Harwich Old Timers. Had somebody not read the foot notes and watched the entire meeting, they would know that it was endorsed by the Board of Selectmen and that he was in that meeting as a representative of the entire Board. But you can write anything you want on social media and half the people will believe it.

Larry Ballantine noted that he hasn't read any social media comments on this. He was referencing Sally's letter that's in the packet and that they were told the first priority was Brooks and the Fire Station. His only concern is, to the extent that, if this letter is correct and they were told there was no hope of getting support because they were a low priority, we voted in the past of whether the Board supported it or not. That was his single point.

Mr. MacAskill replied, that conversation happened with this Board. It may have re-happened in the meeting, he doesn't have a recollection of it. The conversation that Sally is referring to was in front of this entire Board, not in a private meeting. This Board and the Town Administrator brought that up in the advantageous not advocacy.

Town Administrator Powers commented that the Board had a conversation on September 27th, Old Business, item B. He had gone through the criterion that's in the bid documents, he read from that document. He had written that the proposer had not demonstrated sufficient funding available to preserve, restore and rehabilitate the premises. He noted criterion 6, noting that CPA funds are a potential funding source which in his opinion contradicts their statement under impact analysis and notes criterion #3 regarding Historic Preservation funds. It was not his recollection, the negotiating meeting that's allowed under the RFP occurred with the sole bidder. The comments that the chair made were at the public meeting in September. Their statement was that the town countered with a request of \$35,000 up front sales money and a caution that CPC money would be limited. He recalls that the town would not have said would but rather "could". That discussion first came about in a public meeting of the Board of Selectmen in this room.

Ms. Anderson's recollection of that is they talked about the limited amount of money for historic preservation and that they had already committed some amount to Brooks Academy and knew more was coming at them. If there was any discussion of the Fire Station, there certainly at that point was no commitment, that may have just been thrown out but it wasn't that they were saying they were rejecting the schoolhouse because of that. It was just a look at what they had committed, the Fire House could be a problem with having enough money. That was in that public meeting because it's the only one she went to.

Ms. Kavanagh commented that any discussion on that just came from the history of how long this has been kicking around. They had gone to CPC years ago and then the conversation was about the dollar and the whole idea of what are we going to do? Her recollection of that meeting was that they need to take a look at this and take action.

Mr. Howell agreed, that was also his recollection. We knew you (Mr. MacAskill) was going to be in the meeting. You can't get grants unless you have a commitment somehow. His concern is that if they did not take a vote that they were going to reject it or what the counter would be. We said sit in on a meeting, figure out what it is they're intending to do and see where we're at. He would love to find someone who cares about it. Do we want to see this building torn down or do we want to see something come of it like the South Harwich Meeting House?

Mr. MacAskill referred to his original statement about the \$1 bid. Duncan Barry who has done a lot of the work, is in the audience. He does not think it's responsible for the Town of Harwich to sell a piece of property assessed at \$280,000.00 for a dollar. He thought they were moving along and then he got a phone call from Lou Urbano that said Sally Urbano was stepping down from the 501C3 and that the 501C3 was being dissolved. Town Meeting told them to sell the building, they never said to give it away and there is a whole other part of this town that owns that property and would like to see something happen with it but they did not authorize to give that property away. He has no problem with putting out an RFP as a real estate deal which it is because they are disposing town property. The town has not voted to restore the old school house. He does feel there should be historic preservation to the outside of the building.

Mr. Howell asked what they were told when they did the walk through because he heard they were told they couldn't do a museum and that had to do with the DPW.

Duncan Berry Chair of the Planning Board noted that he is in the dark about the social media and he doesn't recall the details of that. He doesn't believe there was any formal hard line during the walk through.

Town Administrator Powers commented that the walkthrough was convened by the DPW Director and the Facility Maintenance Manager. When he heard that claim he asked the DPW Director and the Facilities Manager and neither of them made any comments relative to that use. The RFP talks about any questions should be submitted to the town to track them. So Lincoln Hooper Director of the DPW is saying he didn't say it and the town did not receive the question. And as the Procurement Officer, that did not weigh in on the analysis of the bid.

Mr. Berry's thought is that the meeting when they discussed the possibility of closure or a cash transaction, he still has a very active party who is interested in acquiring that and the church. But they work in a different budgetary and grant cycle. He would be interested in putting a hold on the property, whether in escrow or however the Board wants to do it. He wants to be sure, if there is a transaction, they buy, and he gets out. But he would like to see the opportunity for the decision to be made where you'd have this American College of Building Arts, they need a project to raise money. He realizes this is out of the parameter of the RFP but he would love to help out in bridging a couple of concerns. He is offering that as a concerned citizen who will put his money where his mouth is and see if he can make a deal to the town's benefit and also to the neighborhood's benefit.

Mr. Ballantine commented that the implication in the letter, if that was made, he doesn't want this process to stop without giving some chance for consideration. He doesn't feel it's their role to preclude that even with the Town Administrator's review of the submittal. They are to sell the property and keep it historical if they can.

Town Administrator Powers commented that everything that the town and the Board had to talk about is Mass General Laws Chapter 30B because that's the procurement law first and foremost. The previous speaker, a resident from the public, his understanding is not a part of the original bid and there's only one bid. The town has to come to a conclusion on the bid that the town received under the RFP that was issued earlier this year. All those other discussions are something he can't speak to because there's only one bidder. If the Board wanted to proceed as Selectman Ballantine is saying, if others in the community have an interest then it may be the appropriate step that the Board do what is contemplated under the agenda item tonight. That is cancel the last RFP and/or reject the bid and then take future steps. 30B does not allow him or the Board to min agreement as far as appreciating the historic nature of the building. Going back out with a new RFP, having a new charge and letting more parties get involved. We have an asset and have to do what's right for the town with that asset. We need to see what else is out there. Going forward with a new RFP is best for all parties.

Ms. Anderson commented that she'd like that RFP to have some language in it that preference may be given if rental housing is included and/or exterior historic preservation.

Ms. Anderson moved to accept the withdrawal notice of the sole bidder and cancel the Request for Proposal for 5 Bells neck Road, 2n by Ms. Kavanagh. Vote 4:1 with Mr. Howell voting Nay. Motion carried.

Mr. Howell commenters that he is concerned, they don't know what they're going to do with the Fire House, they know what they did with the Harwich Meeting House and noted that. The conversation around Town meeting and in this room has always revolved around trying to preserve it as part of a whole. He disagrees strongly with the preference. He feels if they allow that building to be flattened or altered significantly, shame on us.

Town Administrator Powers noted that he has not seen social media but he has been asked why he is stuck on the price point. He made it clear that he is not stuck on any price point, he is not the decision maker. He is the Procurement Officer and those dollar transactions do happen. The Board needs to discuss is, what is the perceived value of the property and if the Board wants to rely on that perceived value of the property. Per the 30B manual, the town has to demonstrate a value and he read from the RFP. Whatever we do in the RFP, the town must troll be able to define the value. If the town wants to derive of

the value of a property to dispose of, we can rely upon the facts that we already have or the town could seek an appraisal. For the last RFP the town never said that it had to be a dollar but the town did give fair notice that we derived the value by what the property card said for the land. That comes into play when you have more than one proposal, it's different when it's one proposal and there were a number of factors missing. WE have to be driven by 30B and all the appropriate requirements.

Ms. Kavanagh commented that they have to be fiscally responsible and figure out what the market value is on the property but there's also an insurance issue. We are spending tax dollars paying insurance and will have to patch the roof just to get the insurance. We need to get the town what we can for that property with restrictions in the RFP, it's the best way to go forward.

Karen Horne from West Harwich referred to something Mr. Howell said regarding finding someone who cares about this building. She said they have a group who cares about this building, they are offering to purchase, rehabilitate it and take it off the Board's hands. She agrees it has a market value but it is deteriorating. She doesn't understand why they need more money. As a neighbor she is disappointed in the process.

Ms. Anderson asked if at a previous meeting they said if they did put it out again it should go out through MLS. This has not had wide spread publicity so we don't know who may have a proposal for this.

Mr. MacAskill replied that is correct. The procurement process on the disposal of town property is very skewed, as to where and when it gets advertised. He doesn't recall that Mr. Berry had a problem with the price they were talking about. A dollar is not for everybody in town and as much as they have talked about this building, they have never listed it as a piece of real estate. If groups came up all over town and wanted to take over our properties and there Board of Selectmen taking direction from Town Meeting which was to sell the property, sold them all for a dollar, he doesn't think they'd vote for the Board to dispose of any more properties.

Mr. Berry added that the town has already put in hundreds if not thousands of person hours into the creation of a district. He remembers ZOOM screens with 30 people from Cape Cod Commission having 2 hour meetings. There are dozens of these meetings still going on. It seems paradoxical that the one property that abuts that district is the property of the town and the consideration is that it wouldn't be in the town's interest to keep in line with what the town has already made a massive human resource investment in. He thinks there's a great future for that building and that corner.

Town Administrator Powers made it clear that there are only 2 people in this town that are burdened by 30B and that is himself and the Assistant Town Administrator because he has been identified as their Chief Procurement Officer. He understands his directive to be to operate under the constraints of the law which he must do and that's why he can't accept a dollar. The process that created this bid was legal. If anyone wants to talk about that building, they should not talk about it under 30B, let him leave the room and figure out the options. But if the town is going to dispose of surplus property, we must obey Chapter 30B. It shouldn't be an open discussion on the parameters and the criterion with potential bidders.

Mr. MacAskill asked the pleasure of the Board. He supports a real estate transaction with a historical restriction on the facade of the building and that it's open for anyone to bid one. He feels the appropriate value would be the value of the dirt which is \$140,000.00.

Ms. Anderson agrees and thinks a new Request for Proposal should go out and there should be discussion about historical preservation of the exterior and preference may be given to rental units but if others don't feel that way, she's ok not putting that in.

Ms. Kavanagh agrees and thinks it's the best way forward. She feels restricting the historical facade is helpful to any group that's interested.

Mr. Ballantine noted that the first decision they made is that they want to maintain the historical building. He is unsure if doing MLS would increase the number of people liking it but he disagreed with Ms. Anderson. He would let anyone use it any way they want as long as it's legal and historical. He would like the Board to consider what would happen if they do not get a bid through MLS. At that point they should be able to go back and let the same group be a part of the RFP process. None of them are excited about spending \$50,000.00 for a building they are not going to take care of.

Ms. Kavanagh asked if the historical restriction could be included in the RFP and then a preference that the Board had a priority for.... That doesn't restrict it to housing but does let the Board weight in or is that too generic?

Town Administrator Powers stated that we need a lawyer and he is not a lawyer. A restriction can be one that is recorded on the deed that would be in the RFP as criterion. There are many ways to do it and we could list with MLS but we don't know if it's allowed. These and others are all reasons that they need an attorney. He noted that they are required to list the in 2 places, the State's Central Registry and the State Bulletin. Whatever the Board decides value helps write the RFP and helps inform the public and the bidders.

Ms. Anderson asked that rather than restriction they could say preference.

Town Administrator Powers replied that yes if it's allowed. In an RFP he language is not advantageous highly advantageous. They'd have to write what is important to them in that manner. An historic facade could be considered a highly advantageous response. He continued to describe the different scenarios.

Mr. Howell referred to the South Harwich Meetinghouse and historic preservation. He noted that he didn't say that they needed someone to love it. The DCPC ends at the front of the parking lot of that building. If it's restricted for conveyance purposes in the RFP there is nothing stopping somebody from leveling it or doing whatever they want because it's not part of the DCPC area. Unless there's a deed restriction they could end up with nothing but a bag of money. He is positive that is not what Town Meeting wanted.

Mr. MacAskill commented that if they put a preference of an historical facade restriction on it, when they comeback in the Board can rate them. If someone bids \$75,000.00 and are willing to restore the entire building, that would be highly advantageous based on public comment. He feels they need to move on, they have been tailing about a building that's been empty for 30 years and deteriorating fast, they're not spending \$50,000.00 on it. We will have another opportunity at this when they grade the RFP.

Town Administrator Powers noted that there is no standard Federal, State, County or local that mandates the interior of buildings. If it was deemed to be an historic place, then you have to do everything to the exterior.

Mr. Howell suggested that Mr. MacAskill draft something and have them look at it because if you move to actually go out...

Mr. MacAskill noted that they are making a motion to tell our Procurement Officer to draft an RFP that the Board can then read and approve.

December 6, 2021

Ms. Anderson moved to vote to direct the Town Administrator to prepare an RFP for 5 Bells Neck Road that includes a restriction for historical preservation of the exterior, and a value equal to or derived from the assessed value of the property 2nd by Ms. Kavanagh.

Mr. MacAskill asked if the Town Administrator needed a value or can they agree that it is the land value.

Town Administrator Powers replied that any statement like that is helpful. What he's looking for is potentially a list.

Mr. Howell commented that if there is a minimum bid, it should be stated in the RFP.

Mr. MacAskill feels the value should be the land value, the Assessor's card.

Mr. Howell asked if there's any value to doing this with a conference so everyone's on the same page.

Town Administrator Powers said that could but it would be an RFP not a bid and explained the difference. They could mandate that any questions be shared with everybody etc. etc. He added that they would have done that had other bidders been involved in this process.

Vote 5:0 in favor. Motion carried unanimously.

C. Discussion and possible vote on the Request for Proposal for Cranberry Valley and Snack Shack of Saquatucket with an update from staff.

Town Administrator Powers stated that the update is that they have received the boiler plate describing the property and marketing type statements from staff so now they will be incorporating that into a draft RFP and bring that back to the Board within a month.

Mr. Howell asked if it's going to be written so it can be evaluated to a most advantageous position.

Town Administrator Powers replied that the intent is to distribute it as one packet talking about both properties but the town is seeking any bids related to one, the other or both. He described the difference between the bids and the RFPs.

Mr. Ballantine confirmed that they will entertain separate bids so as not to lock anybody out.

D. Discussion and possible vote to convey the deeded land located at map 40, Parcel Z5-265 Sisson Road to the Harwich Affordable Housing Trust

Town Administrator Powers commented that he received a response from legal however he has to figure out what it means for the town going forward. It may be possible to bring it up on the 13th. Both parties fully executed the other documents, they're being shipped over night at the direction of council and they will let us know as soon as they're conveyed and recorded.

CONTRACTS

No contracts

December 6, 2021

TOWN ADMINISTRATOR'S REPORT

Town Administrator Powers commented that years before he had chosen Harwich as his home and this past weekend makes him very glad that he did. It's a wonderful place with wonderful activities. Kudos to everybody that made it happen.

SELECTMEN'S REPORT

Mr. Howell, no report.

Ms. Anderson, no report.

Ms. Kavanagh, no report

Mr. Ballantine, no report

CORRESPONDENCE

No correspondence

ADJOURNMENT

Ms. Anderson moved to adjourn, 2nd by Ms. Kavanagh. Vote 5:0 in favor. Motion carried unanimously.

Respectfully submitted,

Judith R. Moldstad
Recording Secretary

December 6, 2021

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
GRIFFIN ROOM
MONDAY, DECEMBER 13, 2021
6:20 PM EXECUTIVE SESSION
6:30 PM REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Michael MacAskill, Julie Kavanagh, Larry Ballantine, Donald Howell and Mary Anderson

ALSO PARTICIPATING: Town Administrator Joseph F. Powers

CALL TO ORDER:

Chairman MacAskill opened the Board of Selectmen's meeting for December 13, 2021 at 6:20 PM. Ms. Anderson moved to enter into Executive Session, 2nd by Mr. Howell. Vote 5:0 in favor. Motion carried unanimously.

EXECUTIVE SESSION:

A. Pursuant to MGL c. 30A s21(a) paragraph 3 to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigation position of the Town and the Chair so declares: Christopher D. Wise vs Town of Harwich Planning board, and Halls Path.

Mr. MacAskill reopened the Board of Selectmen's meeting after Executive Session where they discussed strategy with respect to litigation if an open meeting may have a detrimental effect on the litigation position of the town and the chair so declares and that's related to Christopher D. Wise versus Town of Harwich Planning Board related to Hall's path in East Harwich. Some decision were made but the will not be announcing that as it's open litigation. He invited attendees to join his in the Pledge of Allegiance.

PUBLIC COMMENTS/ANNOUNCEMENTS

Virginia Hewitt Director Brooks Free Library announced that the Friends of Brooks Free Library have resumed their book sale operations and the book sale room in the basement is now open and she noted the hours of operation. She also announced a holiday program called Send a Story and she described what that entails.

CONSENT AGENDA

- A. Vote to approve Board of Selectmen Meeting Minutes for March 2, 2020
- B. Vote to accept gift of a memorial bench to be placed at Wychmere Harbor

December 13, 2021

C. Vote to approve the annual permit renewal for Mooring Servicing Agents for calendar year 2022

Ms. Anderson moved to approve the Consent Agenda as presented, 2nd by Mr. Howell.

Mr. MacAskill thanks John Rendon for his work on the memorial bench and the communication for Wychmere Harbor, he was glad to have been able to place that memorial bench.

Vote 5:0 in favor. Motion carried unanimously.

NEW BUSINESS

A. Annual Committee Meeting

1. Brooks Free Library Board of Trustees

Joanne Brown Chair of the Brooks Free Library Board of Trustees reported that new members have been sworn and all Board members have completed ethics training. She noted the impact of COVID on library operations and the services they provided while the library was closed to the public. As of July 1st the library is returning to pre-COVID hours. She commended the staff for their compassion and flexibility through difficult times. A list of the groups and programs offered was reported with plans to expand offerings the new calendar year. Regarding the Shared Streets grant, recent improvements and increased police presence have helped address their concerns regarding patron safety. There is a podcast called "Know Your Town" with 16 episodes available on the library website. The Rogers Group Statue renovations is complete. She extended their appreciation to the Friends of the Brooks Free Library for all they do to support the library.

Mr. Howell commented that they do more than other libraries and he expressed his appreciation.

Ms. Anderson also commented on their dedication throughout the pandemic and especially appreciated their creativity.

Ms. Kavanagh applauded them for their use of technology.

Mr. Ballantine noted her comment on the Shared Streets Program and "dittoed" the other's comments as did Mr. MacAskill.

2. Voter Information Committee

Unidentified representative (Emily Milan is Chair) from Voter Information Committee was present. She noted that the report is in the packet and they are looking for more members.

Ms. Anderson noted that she is the liaison but they were on hiatus when she was elected. She will be at their next meeting.

Ms. Kavanagh commented that she appreciates their work and the report.

Mr. Howell encouraged people to submit applications to serve on this committee.

3. Golf Committee

Clement Smith Chairman of the Golf Committee referred to the report previously submitted which includes a committee overview and a vision for their long range plan. He mentioned that 60 of the 80 electric golf carts have been delivered and are spectacular.

Ms. Anderson questioned, on the long range plans what a nursery/putting complex designed for super senior access after-hours is.

Mr. Smith replied that the golf channel has a variety of films they air between tournaments. He explained the origins of the putting complex which is 18 holes but on a putting course. Their vision is to replicate something similar where super seniors could come to the golf course after hours and engage in less than regulation golf. Golf courses are challenged by having additional turf available in case of insects etc. Having extra turf gives them the opportunity if needed to replace patches on active greens.

4. Planning Board

Duncan Berry Chair of the Planning Board noted a few items in the report. #1. There is a new Town Planner Jonathan Idman which they are enthusiastic about. #2. They have openings for 2 alternates #3. They had the passing of Al Atkinson who had served on the Board for almost 11 years.

5. Cemetery Commission

Steve Conner Chair of the Cemetery Commission reported that their committee is full, they've all been sworn in and their ethics are up to date. Their report has been submitted.

Ms. Anderson thanked him for the Veteran's Day Memorial Service.

Robbin Kelley Cemetery Administrator commented that they should thank our Veteran's Agent for that, she did most of the leg work.

6. Community Preservation Committee

Town Administrator Powers commented that he received word from the chairman, he is unable to attend this evening.

B. Preliminary discussion on the Cultural Center: Gym use, schedule and fees

Town Administrator Powers commented that as the Board has in the packet, the latest information on the Rec Department's use of the gymnasium at the Cultural Center. The request has been made to expand pickle ball hours.

Mr. MacAskill asked for this to be put on for an initial discussion. The chair of the Finance Committee has questioned them on this building and they'll be more discussion on the next agenda item. He's been told the gym is always full and it's usually full with pickle ball people. Bob Brackett of the Youth Soccer program has been told there's no space. He asks the Board to consider through the Administrator looking at the schedule and seeing to it that they can open the gym up to other organizations.

Ms. Anderson asked if there's any reason why Mr. Brackett couldn't use the times that haven't been taken.

Town Administrator Powers commented that he believes Mr. Brackett started last week so there is some availability.

Mr. Howell commented that things changed especially with the Monomoy School District, promises were made. A lot of people have programs spilling out beyond the Community Center. Our town's people can't use the Community Center because there are too many things going on. The Cultural Center is a great place that can be utilized.

Ms. Kavanagh commented that there's pickle ball during the day but there should be some availability in the evenings.

Mr. Ballantine questioned the 20 participants in each of the after school programs if those are actual numbers or how many can use it.

Town Administrator Powers commented that his understanding from the report is that is the actual number based on the program aid availability.

Mr. MacAskill noted that the intent is to get the conversation going and looking at what they are charge. He commended Carolyn Carey for what she has done to get that place to where it is now. Now that there's someone else running that building they need to have a broader conversation about fees and take this to the next level if they want to keep the building.

Ralph Smith from Harwich Port and is an avid pickle ball player. He sent an email to the Town Administrator. They would like to have Tuesdays and Thursdays even if they had to cut the hours back. They put 30 people or so in that gym every morning that they are allowed.

Mr. MacAskill is not aware of that email. He thinks it's time to bring Eric Beebe the Rec Director in and start discussing some of the other requests to use the gymnasium, who's been told no and why. They have to discuss a fee schedule for al of it.

Mr. Smith distributed copies of his email to the Board members.

C. Discussion and possible vote to draft a warrant article for Cultural Center

Town Administrator Powers recognized Carolyn Carey and the work she has done to get that established and thriving. Knowing there has been discussion generally about what is going to

happen with the Cultural Center, he wanted to take the initiative of having this item tonight to alert the Board that he is planning on developing a specific position now as Director of Cultural Affairs. That person would have primary responsibility over the Cultural Center building as well as the 2 Cultural Center districts as well as other tasks that will be described in the job application. He feels the building is working, they can tweak dollar amounts on the rents or participant fees. Tomorrow he will be talking to Capital Outlay to be sure that building is maintained. He feels this article is necessary because this will be a new position to town and the charter requires that a new full time position if endorsed by the Board of Selectmen must go before Town Meeting.

Mr. Howell need that the building had been decaying and there's a financial component on this that is a positive one. There are people willing to pay to use the gym and there's a cafeteria that can get rectified. There is a need and the question is how to sow some pro forma that makes sense financially and get this going forward. It also has an historic component, the back portion was the old high school. He is in on the article.

Ms. Anderson commented that she is in as well. She noted a survey that asked why people came to Harwich and second after the beaches was the art community. It clearly is a draw. She also mentioned a potential grant for capital money and although we missed the deadline, it's something they do every year.

Ms. Kavanagh also agrees. The building has come a long way, people enjoy it, it's a jewel, we have the Cultural District and we should keep going.

Mr. Ballantine supports the warrant article moving forward. It's an opportune time for discussion of the building. He'd like a review of the Cultural Center District. He is always interested in a plan with revenue and expenses. The town should be apprised of that and then there can be a series discussion of what the fees should be. He feels there's a lot more they can do with that building and they haven't fully utilized the resource.

Town Administrator Powers noted that what they are talking about is for that Cultural Center to succeed. We need to ensure that we have the primary director and the primary advocate. It can support a full time position and the Cultural Center in that building will not succeed without a position dedicated to advocating for it.

Bernadette Waystack spoke tonight as a renter of the Harwich Cultural Center. She noted the amazing job that Ms. Carey has done there. One important thing about the Center is that it's for everyone. When there isn't a person in charge to keep a center open, you can't get the public in. Her concern is for people to know that there's a lot going on in there, they want more people using the place than just the renters. She spoke about what is going on and the potential for more. It's a special place and to have someone who has a feeling for what the Cultural Center's vision is perfect. As Cultural Counsel chair she explained a few things. She is still in contact with the MCC liaison for cultural districts and they hope to have the deal with the two districts sealed in the spring. She referenced the grant and explained why they were unable to get it this year but that it is an annual grant. They will be looking for potential and a plan and she offered to help.

D. Discussion and possible vote to authorize three members of the Finance Committee to participate remotely

John Chorey Finance Committee Chair was present and the Board is aware of his request.

Mr. MacAskill explained that because of where they are with members, he doesn't think it's possible for them to approve to allow 3 to participate remotely. One member has been out ill for quite some time and he asked if the request has been made to that member to resign.

Mr. Chorey replied that yes it has and he is working on that right now. There is also one vacant slot.

Mr. MacAskill noted that you have to have 3 present when you open a meeting to have a quorum if you do remote participation.

Town Administrator Powers noted that the Town of Harwich has procedures for remote participation which lays out the criteria and #7 says remote participation shall be limited to 2 members at any meeting. Also because we are operating under pre-pandemic remote participation not post-pandemic remote participation as Governor Baker has allowed. The town has announced that we are back to in person meetings. He explained the towns and state's procedures and provision in regards to the open meeting law.

Ms. Anderson commented that although there's 3 that'll be away, only 2 overlap at any given time. She doesn't think we have trouble with 3.

Mr. Chorey replied, that's correct. There are 3 members requesting remote participation, 1 would start December 17th to January 3rd. No one else would be out at that time. Another one leaves January 14th and comes back March 4th. The third person leaves January 30th and comes back March 19th. At one point 2 people will be out together. He is hoping they will have a full Board of 9 members very shortly and doesn't anticipate a problem getting a quorum for the requirement of in-person meetings.

Ms. Anderson noted that Mr. Chorey has been trying to get this replacement since August and she understands the Moderator is busy but asked if they can change things to delegate the interviewing and recommending to the Board of Selectmen or the Interview Committee and then have him do the actual appointment. She feels 4 months is too long to wait.

Mr. Howell commented that there needs to be more involvement and maybe they can work something out with the Moderator. He is elected to appoint people so the Board has little authority other than what Ms. Anderson suggested.

Ms. Kavanagh confirmed with Mr. Chorey in terms of the remote participation if he has only 2 members out, he can make a quorum.

Mr. Chorey replied yes, he can make a quorum.

Mr. Ballantine understands the overlap of the schedule and commented that they've been frustrated for years on how long it takes to appoint people. He noted that FinCom is in control of that and they can't interfere, its checks and balances.

Town Administrator Powers stated that the Charter clearly states that the Moderator appoints the Finance Committee.

Mr. MacAskill asked Mr. Chorey if he talked to the Moderator about the member that has been out ill and if he is waiting for a resignation that he may never get. He has the power to remove him.

Mr. Chorey stated that he has tried to contact this individual numerous times over months of times and not gotten a response. He referred this to the Moderator and he said he would work on it.

Ms. Anderson moved to vote to authorize three members of the Finance Committee to participate remotely, 2nd by Ms. Kavanagh.

Mr. Howell asked if a vote is necessary. It's within the confines the Board of Selectmen has already established.

Mr. Chorey asked if there is a new video program.

Town Administrator Powers replied that they are still relying on Go to Meeting.

Vote 5:0 in favor. Motion carried unanimously.

F. Discussion and possible vote to approve the 2022 Golf Department Rate and Fee Recommendation

Ms. Anderson moved to vote to approve the 2022 Golf Department Rate and Fee Recommendation, 2nd by Mr. Howell.

Mr. Ballantine commented that they have different categories, they listed different fees and the increases. He asked how many participants are in each category, resident, non-resident etc.

Shawn Fernandez Golf Superintendent for Cranberry Valley replied that he will get those numbers. Roughly 12-13 hundred members and roughly 900 are residents.

Mr. Smith stated that the figures are absolutely available. They use those numbers in their projections and go through a 4 to 5 year analysis as far as comparative data.

Mr. Ballantine asked what the CHIN Handicap service is.

Mr. Smith replied that it is through the United States Golf Association and they provide a wonderful service to track people's handicaps. There is a service fee associated with that and it has been standardized across the industry.

Mr. Anderson commented that other towns seem to have a bigger difference between resident and non-resident. Harwich's is only \$200.00 difference and some towns are \$500.00 difference.

Mr. Fernandez replied that the other towns have 2 golf courses and Harwich has 1.

Vote 5:0 in favor Motion carried unanimously.

E. Discussion and possible vote - Board input on the Harwich Affordable Housing Trust documents including membership

Mr. MacAskill noted that this is an initial discussion. We have one member who is a Selectman and a Trustee, The Town Administrator is also a Trustee and then there's 3 at large. The next meeting will be a joint meeting if any member of the Trust wants to attend they have to post it as an open meeting. He believes the Trust has already started the conversation on this. It would be helpful to have more updates from the Trust as it relates to building and property purchases.

Town Administrator Powers commented that this is an effort to get this topic in front of the Board for discussion. He as Administrator will be advising the Board, he is seeking a direction, guidance, and input or at least to tell his thoughts before it's presented to the Trust. He noted that the Trust is a confusing document and he feels it's appropriate that the chair position language would support any member of the Trust or anything other than the Administrator solely serving in the chair capacity for the Trust document. To amend the Trust it must be all members of the Trust agreeing and then it goes to the Board of Selectmen and all members of the Board must agree.

Mr. Howell noted that members of the Trust were not aware of the document and feels it should be on the website. This is a policy issue that everyone's to agree to. The relevant section in MGL is Chapter 44 Section 55C and there's language that includes "musts" and he listed some. The document that passed Town Meeting mirrored that and then it was inserted that the Town Administrator had to be the chair regardless of who was on the Trust on perpetuity. It is difficult to effectuate. One concern is that if the Chair always has to be the Town Administrator, the question arises, who is talking and who does that person actually respond to or part of. The Town Administrator works for all of us and when he is sitting in the Trust, they have certain votes the Trust. If they decide they want to amend it, the next step would be to take a vote on it in an open meeting and then to bring it to the Board because it absolutely has to have both entities agreeing to any kind of a revision.

Ms. Anderson doesn't see the problem having the Town Administrator on the Trust and or as the chair.

Mr. MacAskill is going to wait for some direction from the Trust. Their task is to read the document and suggest the changes they would want.

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Ms. Anderson commented that she has read the document. She noted that the Trust had to know this document because you (Mr. Howell) signed it.

Mr. Howell stated that it was the first and only he saw it, it was never available publicly to anybody on the Trust. He couldn't find it in the Registry of Deeds.

Ms. Kavanagh read the documents and both say the Board of Selectmen should appoint 5 Trustees, one of whom should be the Town Administrator or designee and one should be a member of the Board. That's exactly what the Trust Declaration says.

Mr. Howell will send the MGL to all because paragraph B does not say "or designee"

Mr. Ballantine commented that the difficulty is if designee applies to the chairman or not. That should be clarified.

Ms. Kavanagh read "One Trustee shall be the Town Administrator or his or her designee who shall act as chairperson and shall have a vote. One Trustee shall be a Selectman as designated by the Board of Selectmen and the remaining 3 are appointed.

Mr. MacAskill looks forward to the Trusts vote and conversation so he can see where they land on what changes they'll make. He also does not understand the confusion on the Trust Declaration but the Board will rely on the Trust to move forward. He struggles with the Board Designee because if the Town Administrator takes 3 meetings off a year because of conflicting things and he's the chair, he doesn't think a designee of the Town Administrator should be chair, it should fall to whomever the vice chair was voted in to run the meeting, not somebody that wasn't up to speed. He believes the change starts with the Trust, not the Board of Selectmen. Also the Cultural Council has term limits. The Board should look at term limits, it shouldn't be part of the automatic reappointments, as well as the Board's appointees. We wouldn't want a career Selectman to say someone would have the next 15 years once they're on. Clarification on who runs the meeting in the absence of the Town Administrator and the intent of the whole Trust are important conversations to have. The Board was told that they were going to mirror the Yarmouth Trust which reads the same way.

Mr. Howell commented that in practice, the prior Town Administrator used this as a band and we were the supporting musicians and he was the front man. They did not know 2 instances he had promised people money to support projects that hadn't even come in front of the Trust and in 2 instances they were able to document that he did not tell them that they had rights of first refusal on property that finally wound up getting developed by somebody else so it did not function as an organization where everybody had a say in things.

Mr. MacAskill stated that moving forward, the Board will wait for some direction from the Trust.

G. Discussion and possible vote to approve 2022 Annual Auto License Renewals;

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1. A & G Accident Repair, Inc. d/b/a Cranberry Collision - 161 Queen Anne Road - Class IV
2. All Out Performance - 266 Queen Anne Road - Class IV
3. BB's Automotive - 805 Route 28 - Class II
4. Carlos Tapia, Inc. d/b/a/ JC Auto Sales - 195 Queen Anne Road - Class II
5. Dave's Garage - 910n Route 28 - Class IV
6. Harwich Port Boat Yard - 4 Harbor Road - Class I
7. Peter S. Stagg - 182 Route 137 - Class II and Class I
8. Reflection's Auto Restorations and Collision - 4 Evergreen Way - Class IV
9. Sam's Auto Repair and Sales, Inc. d/b/a Sam's Automotive Center - 413 Route 28 - Class II and Class IV
10. Scott D. Hardy d/b/a Scott's Cycle - 210 Queen Anne Road Unit 1 - Class IV
11. Steven's Auto Repair - 216 Main Street Unit 748 - Class IV
12. Wayne's Auto Service - 643 Main Street - Class IV

Ms. Anderson moved to vote to approve the 2022 Annual Auto License Renewals as presented, 2nd by Mr. Howell.

Ms. Kavanagh commented that Peter Stagg on 137 has been vacant for ages and asked in terms of when voting for this we are saying we're going to renew the Auto License but technically, what is there?

Mr. Ballantine commented that he assumes Peter Stagg is renewing this so it will help the resale value at some point. He asked if there is any policy that says it has to be a going business.

Mr. MacAskill asked if the Board is comfortable and wants to remove this one from the motion and ask the Town Administrator to look in to it.

Town Administrator Powers replied that he has looked into it and it is exactly as members have said. He is complying with the law that allows these licensure. He has a vehicle on the property and has repaired portions of a vehicle throughout the license year. He has renewed so he retains the right to potentially sell the business. If it was not renewed or be denied, the business would go dormant and calls into question any number of issues. If the Board is curious about if they do not renew tonight and what steps you could take, they would have to work with council to figure out what rights the licensee has versus what rights the town has of those as the licensing authority.

Ms. Anderson asked if there is any harm in renewing the license.

Town Administrator Powers replied that the harm would be in denying it and the potential litigation that could result. It is a grandfathered use.

Vote 5:0 in favor. Motion carried unanimously.

H. Discussion and possible vote to approve the 2022 Annual Common Victuallers License renewals;

1. Alexander theGreat, Inc. d/b/a Alecxie's House of Pizza - 181 Route 137
2. Blue Stripe LLP d/b/a Cape Sea Grille - 31 Sea Street
3. Brax Restaurant Management, Inc. d/b/a Brax Landing - 705 Route 28
4. BLM Restaurant Group d/b/a The Lanyard Bar and Grill - 429 Route 28
5. Ember Pizza, Inc. d/b/a Ember - 600 Route 28
6. Epiros Holdings LLC d/b/a George's Pizza House - 564 Route 28
7. 400 East, Inc. d/b/a 400 East - 1421 Orleans Road
8. Harwichport House of Pizza, Inc. d/b/a 300 Route 28
9. Hot Stove, Inc. d/b/a Hot Stove Saloon - 551 Route 28
10. Morin-Froughton, Inc. d/b/a Lighthouse Cafe - 216 Route 28
11. Ruggies, Inc. d/b/a Ruggie's Breakfast and Lunch - 707 Main Street
12. Shogun, Inc. d/b/a Noble House - 21 Route 28
13. Shooting Star Realty LLC d/b/a Buca's Tuscan Roadhouse - 4 Depot Road
14. Subfleet, Inc. d/b/a Buca's Tuscan Roadhouse - 4 Depot Road
15. Morningstar Restaurant, Inc. d/b/a Villa Roma - 278 Route 28
16. W.F.S. Restaurant Group, Inc. d/b/a Lalouette Restaurant - 787 Route 28
17. Zack, Inc. d/b/a Szechuan Delight - 1421 Orleans Road
18. Zou Garden, Inc. d/b/a Szechuan Delight - 1421 Orleans Road

Ms. Anderson moved to vote to approve the 2022 Annual Common Victuallers License renewals as presented, 2nd by Mr. Ballantine.

Mr. Howell commented that W.F.S Restaurant Group is not operating as Lalouette Restaurant anymore. The sign in front of it says Christian's Chicken and Pulled Pork Barbecue.

Mr. MacAskill suggested they vote it and ask staff to contact them and change it.

Town Administrator Powers commented that the smart play would be to do exactly what he is doing because the licensure for the ABCC would take more time.

Mr. Howell commented that he had closed for an excessive period of time and did not use that liquor license. He asked that looking forward he be told he cannot do that again.

Town Administrator Powers noted that item H. 8 Harwichport House of Pizza Inc. has no d/b/a, they are operating under their corporate name.

Vote 5:0 in favor. Motion carried unanimously.

I. Discussion and possible vote to approve the 2022 Annual Lodging House/Innholders License renewals;

1. Barnaby Inn - 36 Route 28
2. Braddock, Inc. d/b/a Winstead Inn and Beach Resort - 4 Braddock Street
3. Braddock, Inc. d/b/a Winstead Inn and Beach Resort - 114-118 Parallel Street
4. Harwich Inn and Tavern - 77 Route 28
5. Harwich Port Seafarer d/b/a Mooncussers Tavern and Inn - 86 Sisson Road

6. Sands Hospitality, Inc. d/b/a The Platinum Pebble Boutique Inn - 186 Belmont Road
7. Siceamp, Inc. d/b/a The Tern Inn - 91 Chase Street

Ms. Anderson moved to vote to approve the 2022 Annual Lodging/Innholders License renewals as presented, 2nd by Mr. Ballantine. Vote 5:0 in favor. Motion carried unanimously.

CONTRACTS

No Contracts

TOWN ADMINISTRATOR'S REPORT

Town Administrator Powers noted that after David Ryer presented, staff was alerted by other staff that his report was actually submitted and lost in another department's mailbox so it is included in the correspondence.

SELECTMEN'S REPORT

Mr. Ballantine, no report
Ms. Kavanagh, no report
Ms. Anderson, no report
Mr. Howell, no report
Mr. MacAskill, no report

Ms. Anderson moved to adjourn, 2nd by Mr. Howell. Vote 5:0 in favor. Motion carried unanimously.

Respectfully submitted,

Judith R. Moldstad
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
GRIFFIN ROOM
TUESDAY, DECEMBER 14, 2021
4:00 PM PUBLIC HEARING**

SELECTMEN PARTICIPATING: Michael MacAskill, Julie Kavanagh, Donald Howell and Mary Anderson

ALSO PARTICIPATING: Town Administrator Joseph F. Powers

CALL TO ORDER:

Chairman MacAskill opened the Board of Selectmen's meeting related to Public Hearings to order at 4:00 PM. The purpose of this meeting is to hold 5 Public Hearings no earlier than 4:00 PM on 5 businesses alleged violations. These hearings will be held individually, the Board will open the public hearing and close the public hearing for each one. These are related to the Board of Selectmen assigned our Town Administrator as a Hearing Officer. There is information in the packet, transcripts, recommendations and a memo from the Town Administrator and all documents leading to today.

PUBLIC HEARINGS

Ms. Anderson read the Public Hearing Notice.

Mr. MacAskill opened the Public Hearing.

A. Brax Restaurant Management, Inc. d/b/a Brax Landing, 705 Main Street - Public hearing on alleged violations of the Annual, All Alcoholic Beverages License; discussion and possible vote to order discipline based on Town Administrator's December 10, 2021 findings and recommendations.

Town Administrator Powers read his memorandum and his Findings of Fact dated December 10, 2021, which was included in the packet.

Jeffrey Gomes owner of Brax Landing explained the events of the evening of the violations.

Mr. Howell moved to close the Public Hearing, 2nd by Ms. Anderson. Vote 4:0 in favor. Motion carried unanimously.

Mr. MacAskill referred to the packet and the recommendation for disciplinary action of a warning. He explained that the Board can take the Hearings Officer's recommendation or the Board can change it.

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Ms. Anderson commented on the events of that evening and that Mr. Gomes had not attended the hearing. She feels the warning is fair and justified.

Mr. Gomes replied that he received a letter but he had the incorrect date. He did attempt to contact the Town Administrator.

Ms. Kavanagh agrees with a warning. She suggested having a staff member outside during the summer months.

Mr. Howell moved to accept the Administrator's recommendation and impose a warning on a first time offense, 2nd by Ms. Anderson. Vote 4:0 by roll call in favor. Motion carried unanimously.

B. Port Restaurant and Bar, Inc., 541 Route 28 - Public hearing of alleged violation of the Seasonal, All Alcoholic Beverages License; discussion and possible vote to order based on Town Administrator's December 10, 2021 findings and recommendations.

Due to a law suit involving the Port Restaurant, Inc., Mr. MacAskill read the Rule of Necessity and noted his financial interest as he is named personally as a Defendant.

Mr. Howell noted his financial interest as he is named personally as a Defendant.

Mr. MacAskill noted that the other Board members are new and not part of this law suit yet.

Ms. Anderson read the Public Hearing Notice.

Mr. MacAskill opened the Public Hearing.

Town Administrator Powers read his memorandum and his Findings of Fact dated December 10, 2021 which was included in the packet.

Joseph Ganley spoke of the evidence presented at the hearing and language of the liquor license and the noise by law. He asked the Board to enforce the law.

Attorney Jeffrey Blake of KP Law responded that the Board has empowered Town Administrator Powers to act as the Hearing Officer and he is required to weigh the evidence.

Town Administrator Powers noted the points he would like the Board to consider regarding the liquor license and the noise by law. He stated that the previous speaker noted events that had not been established as having occurred because of the establishment. He noted that the Board's regulations require them to have these hearings this evening and the Board is the sole arbiter of discipline.

Attorney Ray Tomlinson who represents the Port Restaurant and Bar spoke to the show cause hearing and Mr. Ganley and his view of the evidence from the hearing which are inadmissible to

the extent that his characterization of the evidence does not import with the Town Administrator's findings.

Mr. Ganley responded that there was no invitation at the hearing for members of the public to offer testimony and he was not called as a witness.

Town Administrator Powers replied that it is not the Hearing Officer's role to assemble witnesses or exhibits, it is the towns and the establishments.

Ms. Kavanagh moved to close the public hearing, 2nd by Mr. Howell. Vote 4:0 by roll call in favor. Motion carried unanimously.

Ms. Anderson commented on the report of underage drinking and that they can't really prove that she drank at The Port. She agrees with the Town Administrator's decision.

Mr Howell noted that unless there was hard evidence introduced at the hearing, everything is hearsay. He does understand how the neighbors are feeling and that they are concerned. In this incidence, they don't have the evidence to support the violation.

Ms. Kavanagh agrees that the Board needs the evidence. An allegation that proves to be true of underage drinking is a real concern and impacts the entire town.

Mr. MacAskill commented that the Board has taken the neighbors seriously. The increase of Police presence, this process and making this process public and listening to the neighbors comments have led to great improvement in Harwich Port.

Mr. Howell moved to affirm the findings and determinations of the Hearing Officer and as a consequence we adopt his recommendation of insufficient evidence to warrant a finding illegal activity and there will be no discipline, 2nd by Ms. Anderson. Vote 4:0 by roll call in favor. Motion carried unanimously.

C. Wychmere Harbor function Lp d/b/a Wychmere Harbor Beach and Tennis Club, 23 Snow Inn Road - Public hearing on alleged violations of the Seasonal, All Alcohol Beverages License, discussion and possible vote to order discipline based on Town Administrator's December 10, 2021 findings and recommendations

Ms. Anderson read the Public Hearing Notice and opened the public hearing.

Town Administrator Powers read his memorandum and Findings of Facts dated December 10, 2021 which was included in the packet.

Attorney Andrew Singer on behalf of the Applicant spoke to inform the Board that both he and Christopher Kolwitz, the manager of the establishment, are present.

Ms. Anderson moved to close the public hearing, 2nd by Mr. Howell.

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

Mr. Howell moved that the Board affirms the findings and determinations of the Town Administrator that therefore no disciplinary action will be imposed on the Wychmere Harbor Club, 2nd by Ms. Anderson.

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

D. Lucky Labrador Inc./b/a Perks, 545 Route 28 - Public hearing on alleged violations of the Seasonal, All Alcoholic Beverages License; discussion and possible vote to order discipline based on the Town Administrator's December 10, 2021 findings and recommendations.

Ms. Anderson read the Public Hearing Notice and opened the Public Hearing.

Town Administrator Powers read his memorandum and his Findings of Facts dated December 10, 2021 which was included in the packet.

Attorney Ben Zehnder is present on behalf of the applicant to answer questions.

Mr. Howell moved to close the Public Hearing, 2nd by Ms. Anderson.

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

Ms. Kavanagh commented that she struggles with banning music, she feels it has done a lot for Harwich Port.

Ms. Anderson commented that, regarding underage drinking, there is a preponderance of evidence that it happened. She believes there is underage serving and over serving and feels the entertainment may lead to that. She is unsure if banning it is the right thing to do.

Mr. Howell commented that people should enjoy quiet in their homes and sound does travels on Cape Cod. He asked the Town Administrator if there were any physical fake IDs.

Chief Guillemette of the Harwich Police Department stated that in this incidence it was an intoxicated person who fell through a fence and it was later proven that he was under age.

Mr. Howell expressed his appreciation for the Board and the Police Department for making this a high priority. He asked the Hearing Officer if they can adopt a recommendation for one license that includes a recommendation for all licenses.

Town Administrator Powers replied that he would refer to council.

Mr. MacAskill commented that he also struggles with this on many levels and explained his reasons. He believes it is a policy discussion punishing the rest of the businesses because of one

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hearing. He cannot support this as written but does understand the hours and tax payer's money that has been put in to this.

Attorney Blake replied to the question of a global penalty for a violation of a single and unique established. There are establishments who haven't had these issues. He feels the penalty should be focused on this individual establishment.

Atty. Zehnder commented regarding what was not brought up tonight but was at the hearing. Underage service at any of these establishments is a very difficult thing for them deal with and he stated the reasons and also the establishment's procedures and protocols.

Mr. Howell moved that the Board affirms the findings and determination of the Town Administrator but the Board imposes the issuance the punishment of a warning letter for the establishment Perks, 2nd by Ms. Anderson.

Ms. Anderson expressed that she is not sure a warning is enough and suggested possibly a suspension of entertainment for Perks.

Ms. Kavanagh noted that Perks had suspended their outside music in June, there is difficulty with the bylaws and the density issues. She suggested that communication on both sides could get to a happy medium. There is so much involved and she agrees with the warning but commented that there is a lot of work to do.

Mr. Howell commented that the Board had agreed to a policy of progressive punishment. For the record, from his recollection from that Planning District, the depth of the Commercial District happens to be 150 feet. The margin for error is almost nonexistent. In general, everyone must understand that the Board is not going to tolerate things that may have been tolerated in the past.

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

E. Beachlight, LLC d/b/a Seal Pub, 730 Main Street - Public hearing on alleged violations of the Annual, All Alcoholic Beverages License; discussion and possible vote to order discipline based on the Town Administrator's December 10, 2021 findings and recommendations.

Ms. Anderson read the Public Hearing Notice and opened the public hearing.

Town Administrator Powers read his memorandum and his Findings of Fact dated December 10, 2021 which was included in the packet.

Josh Winston, one of the owners of The Seal Pub Cafe thanks the Board and the Town Administrator for working with them on issues which he feels have been rectified.

Mr. Howell moved to close the public Hearing, 2nd by Ms. Anderson.

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

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Mr. Howell referred to the progressive discipline, this was 1 hearing for 4 violations. He noted that Harwich is the place to go now which comes with responsibility. It's still the license holder's burden to control over serving.

Atty. Blake responded that there were a couple of different hearing Authority hearings. There are 4 separate allegation and the regulations allow the Board to deviate up and it's inherent in the Board's ability to also deviate down.

Ms. Kavanagh commented on the different violations and aspects of the violations. There haven't been more recent issues and suggests a warning. If this continues to happen, it's not tolerable.

Ms. Anderson commented that they can't legally prove it happened but she feels it did happen there. She suggests taking the entertainment away for 4 days.

Mr. MacAskill noted that it's a hearing on the Liquor License so they are unable to punish the entertainment license.

Mr. MacAskill commented that he appreciates Josh Winston, one of the 3 owners for his willingness to work with the town. He feels a warning on 4 violations is not fair to the other businesses. He suggests a 1 or 2 day suspension.

Mr. Howell moved that the Board affirms the findings and determination of the Town Administrator as to the matter of the first offense of drinking in the establishment after hours that a warning letter is issued to the establishment. Based on compound violations of the entertainment license that the Board assesses a penalty of suspension the liquor license for pouring the First Friday of June, 2nd by Ms. Anderson.

Ms. Kavanagh noted that moving forward they should not combine all the violations into one hearing.

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

NEW BUSINESS

A. Summation of the Show Cause Hearing process and discussion on the future hearing process going forward presented by the Town Administrator.

Town Administrator Powers emphasized that as the Hearings Officer, his role as governed by the Board was to hear, it was not his rule to adjudicate. He appreciated where they ended up on the town wide ban. He detailed his objections over drinking and encouraged further discussion pertaining to the noise bylaw. He noted the high standard of the ABCC and if Harwich wants to prevail, the level of care that needs to be taken to treat a crime scene is tremendously high. His role is to have people come before him to give him facts and can make determinations, He takes that role seriously.

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Atty. Blake commented that outdoor entertainment is a policy decision.

Mr. Howell suggested they look at the districts, how deep they are and if there's any buffer.

Mr. MacAskill asked each Board member to send him their thoughts and will agenda it.

Chief D. Guillemette noted the changes and the memos he has sent to the Board for this season. He listed calls for help regarding this issue. The Police Department has made every effort and forwarded those to the Board. They will continue to work hard and train, he noted statistics including the costs to the Department regarding hearings. He suggested that the only things that will reduce the violation is lengthy suspensions of the liquor license for a confirmed violation and the modification of licenses to repeat offenders. He disagrees that the noise by laws and the liquor licenses conflict be suggests they lever lap and gave his reasoning.

Mr. MacAskill commended the Police Department and noted they are one of the best in the state. He noted violations and the cost to the town. The hearing process will be on the agenda soon so the Board can vote policy on that process. They hear the Chief, the residents and the business owners and they are working on it.

Ms. Kavanagh reiterated that the Police Department has the full support of the Board.

Mr. Howell also thanked the Chief. He feels word has got to get out that's overall excessive.

Ms. Anderson moved to adjourn, 2nd by Ms. Kavanagh. Vote 4:0 in favor. Motion carried unanimously.

Respectfully submitted,

Judith R. Moldstad,
Recording Secretary

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**MINUTES
SELECTMEN'S MEETING
TOWN HALL
MONDAY, SEPTEMBER 21, 2020
6:00 P.M. – EXECUTIVE SESSION
6:30 P.M. - REGULAR MEETING
REMOTE PARTICIPATION ONLY**

SELECTMEN PARTICIPATING: Larry Ballantine, Michael MacAskill, Ed McManus, Stephen Ford & Donald Howell

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers

CALL TO ORDER

Mr. Ballantine called the meeting to order at 6:00 p.m. beginning with Executive Session.

EXECUTIVE SESSION

- A. Pursuant to M.G.L. c. 30A section 21 (a) paragraph 2 to conduct strategy sessions for contract negotiations for nonunion personnel – Finance Director and Police Chief.

Mr. Ballantine reported that the Board is nearly complete on this Executive Session discussion.

WEEKLY BRIEFING

- A. COVID-19 Updates

Health Director Meggan Eldredge was present. Since the packet was put together, we have been notified of 1 new case, which brings our current positive case count to 148. 2 of these cases are active. Ms. Eldredge updated the Board on the positive case from Monomoy. She added that the school has been doing a great job of contact tracing and following CDC guidance.

Ms. Eldredge stated that masks will be required at Town Meeting when you are moving around and until you are seated. If people are walking by you go use a microphone, she asked that seated people put their masks on. The current gathering order indicates that if you have more than 10 people at a gathering, that masks should be worn at all times. To be on the safe side, it would be prudent for everyone to keep their masks on throughout Town Meeting.

Mr. Ford asked if it would be wise to say that we would like people to keep their masks on and that it should be mandated. Ms. Eldredge agreed but added that her only hesitation is that the Board of Health does not have Town Meeting mandated under their executive order. Mr. MacAskill feels that it would be fair for the Selectmen to take the position that they would like everyone to keep their mask on at Town Meeting. Mr. Ballantine agreed.

Mr. Howell moved that masks be required to be worn at all times during Town Meeting, 2nd by Mr. Ford.

Mr. Ballantine asked if volunteers would be present to help direct people. Mr. Powers responded that the CERT Team that worked the Chatham Town Meeting would be working Harwich's

Town Meeting. There will be several opportunities where people can be reminded about the mask requirement.

Mr. MacAskill commented that the Board might not want to take an official vote because of the nature of the wording on the agenda, but agreed that masks should be required. He also agreed that the Moderator could remind everyone of the mask requirement as well. Mr. Howell suggested that the Selectmen could take a vote that they affirm the language on the front cover of the warrant that states masks are required at Town Meeting.

Ms. Eldredge added that there will be a supply of masks available at Town Meeting.

Mr. Howell moved that the Board of Selectmen affirm the printed front page of the Town Meeting Warrant that states masks will be required, 2nd by Mr. Ford. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

Mr. Powers provided an update on the logistics for Town Meeting and reviewed the handout that will be provided in the warrant.

Mr. Ballantine asked if there would be volunteers located at the back of the ballfield to listen for any sound issues. Mr. Powers responded that there would be.

Mr. MacAskill asked if the buses would be relocated to allow for extra parking. Mr. Powers responded that the buses would be sent to another location to allow for ample parking.

Mr. Ballantine reminded the Board to arrive at 9:00 a.m.

B. Update on ongoing efforts by the Town in support of the business community

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and stated that she will have an update for the next Board meeting.

Mr. MacAskill asked if there has been any direction given to restaurants regarding outdoor tents. Ms. Williams stated that they have started to look at the guidance and that she has been discussing options with the Health Director. Emails have been sent out to restaurants and there are still some details that need to be worked out.

Fire Chief David LeBlanc was present and stated that the Fire Department has been conducting courtesy tent inspections for establishments. He agreed that more information will be available shortly.

PUBLIC COMMENTS/ANNOUNCEMENTS

A. Update on personnel – Police Chief Guillemette

Police Chief David Guillemette was present to provide an update on personnel. Officer John Sullivan Sr. has worked for the town for over 40 years as a special police officer. This summer, Mr. Sullivan has decided to not seek re-appointment into the position. Chief Guillemette thanked him for this years of service and dedication to the Town. The Board extended their thanks as well.

Chief Guillemette reported that Animal Control Officer Jennifer Harrington has completed the police academy and will be sworn in as a special police officer as well as will continue to fulfill her duties as ACO.

The Board extended their congratulations to both Officer Sullivan and Officer Harrington.

Mr. MacAskill asked if the process has been started to hire a new dispatcher. Mr. Powers responded that advertisements have been sent out for the position.

- B. Discussion and consensus from the Board of Selectmen for the Harwich Fire Department to collaborate with Barnstable County Fire Academy for facility training located at 175 Sisson Road, Harwich

Fire Chief David LeBlanc was present and provided background to the Board of what is being requested. For a variety of reasons, the training facility on Mary Dunn Road has been closed to the fire academy, so they are looking for a new home. There has been a grant written and received for the construction of a new training facility and now it needs a home. There was a suggestion put forward of putting the training facility behind the public safety building on Sisson Road. After talking with town departments, it was determined that this would be an appropriate location and would be a benefit for not only Harwich, but Cape wide. Chief LeBlanc reviewed the details of the grant money that was received.

Mr. Howell stated that this would not only bring back a lost service, but that we won't have to send our staff off-site for training.

Mr. McManus & Mr. Ford voiced their support of this request.

Mr. MacAskill moved to support the request from the Harwich Fire Department to collaborate with Barnstable County Fire Academy for facility training located at 175 Sisson Road, Harwich, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

CONSENT AGENDA

- A. Minutes for Approval
 - 1. July 6, 2020

Mr. MacAskill moved to approve the minutes of the July 6, 2020 meeting as printed, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

NEW BUSINESS

- A. Joint meeting with Monomoy Regional School Committee – Discussion and possible vote on FY2021 Monomoy Regional School Budget

Mr. Powers stated that this would not be a joint meeting of the entire school committee but rather a couple of their members, Superintendent Scott Carpenter & Business Manager Michael MacMillan. The school committee is set to vote on Thursday relative to the proposed budget.

Chair of the Monomoy Regional School Committee Tina Games was present and joined by Harry Russell.

Dr. Carpenter commented that the Town of Harwich truly has a gem in their Health Director Meggan Eldredge. His experience in working with Ms. Eldredge during the pandemic has been seamless.

Dr. Carpenter reviewed the budget based on the August draft assessment sheet that was sent to the towns. Harwich will see a 1.19% change from FY20. Dr. Carpenter went on to review running

schools during a pandemic, which required staffing virtual classrooms with teachers, increasing some staffing to reduce the density of students in brick and mortar classrooms and having 2 full time nurses or CNA in each building to handle regular duties, staffing an isolation room when needed, constant monitoring of all illnesses of students or staff and liaising with town Health Departments and VNA contact tracing. The district has also had to purchase additional chrome books, digital technology for teaching as well as PPE and other health related items to protect students and staff. Also included was a focused maintenance effort particularly to have HVAC systems functioning as well as the day the buildings first opened or better.

Also reviewed was the relief grant funding that was received to address added COVID-19 costs. To date, \$340,000 has been spent on PPE, cleaning supplies, HVAC, medical supplies, Plexiglas, signage, student computers, classroom technology, software applications & tents.

Dr. Carpenter stated that there is a need to maintain adequate capital/technology funding for schools. The main items in Monomoy's FY21 capital request are HVAC work, chrome books for students across the grade levels and teacher computers and instructional technology. He added that Monomoy teachers have connected face to face with every child every day during COVID. Monomoy teachers are providing the most in-person instruction of any school district in the region. Monomoy's ongoing proactive maintenance of its buildings finds our students being able to stay in classrooms.

Dr. Carpenter shared the fund balances for each of the town and the regional school district. As a proportion of its budget, Monomoy has far less of these funds to provide long term fiscal stability. He went on to review the school districts finance subcommittee and superintendent revised FY21 budget recommendation. The current budget is \$41,449,432. A proposed reduction in staffing budget (grants/staffing changes/retirement incentive) would reduce the budget by \$188,298. A revised budget would be \$41,261,134 (1.25% increase in Monomoy's budget over FY20). This will reduce Harwich's assessment by an additional \$140k and Chatham's by \$48,298. Also reviewed were the final FY21 assessments heading into Harwich's Town Meeting. The total assessment for Harwich would be \$26,820,046 with is a 0.66% change from FY20.

Ms. Games added that Monomoy school buildings have been open this entire time. Harwich Elementary school has also offered childcare from the end of March through June and then through the summer. The schools have been a wonderful partner with our residents.

Mr. Ballantine commented that he is proud of how Monomoy has handled the pandemic and also appreciates the adjustments that have been made to the proposed budget.

Mr. Ford stated his appreciations on how hard they have worked on bringing in this budget and thanked the Monomoy staff for working closely with the Selectmen to get the budget where it needs to be. Mr. MacAskill agreed.

Mr. Ballantine would like to go into Town Meeting with a unified position on the budgets.

Mr. MacAskill moved to support the FY21 Monomoy Regional School District budget as presented, 2nd by Mr. McManus. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

Finance Committee Chair Dana DeCosta was present and stated that the Finance Committee would be meeting to review the numbers. As long as the Finance Director can report that the numbers work, the Finance Committee will be asked to support them. They also hope to go into Town Meeting unified.

B. Discussion and possible vote to waive the Free Cash policy requirements to allow for Free Cash to be used for the operating budget

Mr. Powers was hoping to provide an update to the Board and town on the numbers that have been received last week relative to free cash, which was certified as of July 1. The state has advised Harwich that the certified free cash is in the amount of \$5,453,040. A significant portion of that amount is from FY19. We will need to back out that amount because every cent of that has been used to fund the capital plan for FY21 as well as certain items in the operating budget.

Mr. Powers asked if the Board would want to consider the use of free cash in place of the stabilization fund. He added that if article 4 doesn't pass at Town Meeting, then article 5 would be out of adjustment. If so, he would be compelled to come back to the Board and say that in order to balance the budget, the only other source would be from free cash. Mr. McManus added that the \$574,000 that we are currently looking at does not take into consideration the Board's previous discussion with the school board.

Mr. Howell stated that part of our dilemma moving forward is that we haven't been able to peg what our receipts were in certain areas, but we will by the time we get to the next Town Meeting, which is why he would be willing to take a risk. The stabilization fund was a conscious effort to put money away for a rainy day. He would rather see us use free cash knowing that it was money that we had actually banked for this year. If we take funds out of the stabilization fund, Mr. Howell worries that the funds would not go back into that fund.

Finance Director Carol Coppola was present. When the Board discussed this topic 2 weeks ago, the free cash has not been set yet. Harwich was \$146,000 over allocated in free cash which is the reason why the school committee and staff engaged in conversations. Ms. Coppola stated that the Board should continue funding the school districts with the new free cash and reduce the stabilization fund.

Mr. MacAskill stated that we have a stabilization fund for a reason as a rainy day fund. The Board could easily make a commitment tonight that the first order of business with the Town Administration would be to replenish the stabilization fund. He added that the free cash money should be used to get us through FY22. Mr. MacAskill believes that we would be getting ourselves into a continued hole in the next 5 years by using our free cash every year.

Mr. Howell added that he is in favor of pulling back, not pulling from somewhere else to address a shortfall.

Mr. McManus made a motion to (video cut out from 1:26-1:28), Mr. Howell seconded the motion. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

Mr. MacAskill asked if the intent would be to use the stabilization fund as a backup.

Video cut out from 1:29-1:29:30.

C. Discussion – Goals and objectives for the Interim Town Administrator

The document in the packet is what the Board has previously discussed. Mr. Powers was hoping that the Board would have a general discussion tonight and make a formal vote at the next meeting.

Mr. Howell stated that if these are the goals, then what number within them constitutes average, below average or above average. The goals in themselves have to be expressed by something that they are tethered to.

Mr. Ford commented that the Board did extensive work on how to break down and look at goals, including how the goals are rated. He would like to take a little more time to look at these and come back for further discussion.

Mr. MacAskill asked if the Board could extend this for another week to allow for more time to review. He would like to get Mr. Powers' thoughts on what is being presented and if what the Board is proposing is constructive. Mr. MacAskill commented that he doesn't think that developing a FY22 operating budget with a 0% tax increase is possible. He added that there needs to be a lot of emphasis on wastewater, considering the mistakes that have been made so far. Housing also has a significant amount of money that has been put away and breaking ground on these projects would be great.

Mr. Ballantine wondered if some of the goals might need to be shortened.

Mr. McManus also stated concerns over the 0% tax rate increase goal. One of the other projects that he would like to see is developing a plan and getting an appraisal for the former fire station property. Mr. Ballantine responded that he has asked Mr. Powers to have this put on a future agenda for discussion.

Mr. MacAskill asked Mr. Ford to please redistribute the scoring sheet to the Board members. He also asked that all other Board members send any comments to Mr. Ballantine.

Mr. Ballantine stated that he would work with Mr. Powers on coming up with a deadline to complete this.

D. License Agreement – Bob Miller Golf – Request for reduction of payment

At the request of Bob Miller, the Golf Committee met last week to discuss the request for reduction of lease payment given the impacts to his business relating to COVID-19. Mr. Miller is seeking a reduction of his lease payment to a total amount of \$2700. Golf Superintendent Roman Greer and the Golf Committee are recommending that the lease payment be reduced for the season.

Mr. MacAskill commented that he doesn't see any information provided that Mr. Miller's business was down. Every outdoor activity that he has seen has shown an increase. Given COVID-19, he doesn't have a problem voting to support this request, but added that he has a lot of questions for the Golf Committee if this comes back forward.

The Board and Mr. Powers reviewed the dates of the lease agreement.

Mr. McManus moved to approve the request for reduction of payment for Miller Golf Lessons with a payment of \$2700 due for the season, 2nd by Mr. MacAskill. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

OLD BUSINESS

A. Discussion and possible vote on Monomoy Regional High School rooftop solar project

1. Recognition and Acknowledgement agreement

Mr. MacAskill asked what the benefit is to the school and town. Liz Argo was present and responded that this will be a smaller installation on the school roof which will feed the school power so it would be a voided cost of electricity. The approximate amount each year is \$40,000 that it would save the school in typical electrical costs. The \$40,000 is a net benefit. For each kw/hour of production, there is a payment to the developer, but they would be off settings with electricity. Mr. MacAskill asked for a copy of the full proposal.

Mr. McManus moved to authorize the Chair to sign the recognition and acknowledgement agreement dated September 10, 2020, 2nd by Mr. Ford. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

2. Rooftop lease agreement

Mr. McManus moved to approve and authorize the Chair to sign the rooftop lease agreement as presented, 2nd by Mr. Ford. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

CONTRACTS

- A. Discussion and possible vote to execute agreement with Colonial Municipal Group for the purchase of a 1 Ton Dump Truck for the Department of Public Works for \$79,917.65

Mr. Powers reviewed the request. This request goes back to a procurement that was authorized at the 2019 Annual Town Meeting. What was provided in the Board's packet does not include the Finance Director's signature, however the agreement was signed by the Finance Director late in the day on Friday.

Going forward, Mr. MacAskill would like to make sure that the Board is provided the Town Administrator's recommendation and Finance Director's signature in the packet.

Mr. MacAskill moved to execute agreement with Colonial Municipal Group for the purchase of a 1 Ton Dump Truck for the Department of Public Works for \$79,917.65, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

TOWN ADMINISTRATOR'S REPORT

Mr. Powers reported that the next steps for the Bank Street Fire Station are to work on the abatement of the asbestos and lead paint in the building. He hopes to have the abatement completed before the frost comes in and have the demolition completed after any snow and ice has melted. He has already directed staff to start cleaning out the building.

Mr. Powers provided the Board with an update on custodial staffing. Greg Bailey will be starting on October 14, 2020 and we now will have a full complement of custodians.

Mr. Powers stated that he has signed an agreement with Structures North for work to be done on the Brooks Academy Museum.

SELECTMEN'S REPORT

Mr. MacAskill commented that several of the committees that he is the liaison to sometimes struggle to make a quorum. Because of the pandemic and remote participation, people are leaving committees because they are not able to attend remotely. He asked if there is anything planned for the future so that these boards and committees can meet in person. Mr. Powers responded that he would turn to the Health Director for guidance on the public health orders. Another option would be for the members to participate via phone for the meetings.

Mr. Howell stated that the Waterways and Zoning Board of Appeals are in need of members.

Regarding remote meetings, Mr. McManus added that some of the older members are able to understand the technology, the problem is being able to hear all that is going on at the meeting.

ADJOURNMENT

Mr. MacAskill moved to adjourn the meeting, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. Ford & Mr. McManus all voting aye by roll call.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
TOWN HALL
MONDAY, SEPTEMBER 28, 2020
6:30 P.M. - REGULAR MEETING
REMOTE PARTICIPATION ONLY**

SELECTMEN PARTICIPATING: Larry Ballantine, Michael MacAskill, Ed McManus, Donald Howell & Stephen Ford

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers

CALL TO ORDER

Mr. Ballantine called the meeting to order at 6:30 p.m.

WEEKLY BRIEFING

A. COVID-19 Updates

Health Director Meggan Eldredge was present and reported that Harwich has seen 5 new cases over the last 7 days. Our total case count is up to 152 with a 0.51% positivity rate and 1.1% incidence rate. Harwich's color on the state reporting map has changed from gray to yellow and we are currently tracking 7 active cases. The increase in cases is being seen across Barnstable County and the Commonwealth. Hospitalizations have increase since last week.

Updated guidance allows for patrons to sit at the bar in an establishment. If the bar is staffed, Plexiglas or a barrier must be between the staff and patrons. Plexiglas cannot be used in between patrons and bar seats must be 6' apart. Laminated menus are now allowed as long as they are sanitized in between patrons. Parties of up to 10 are allowed to be sat and valet parking is now an option. Self-serve beverage stations are now allowed with specific restrictions.

We expect to see Halloween guidance be released soon. Any guidance updates will be posted on the Town of Harwich website.

Mr. Ballantine thanked Ms. Eldredge for all of her work and for working closely with the schools.

B. Update on ongoing efforts by the Town in support of the business community

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and reiterated the updated guidance. The Chamber has stated radio spots for the extended restaurant week which will run from October 1 through October 25. November 28 will start small business Saturday. The Chamber has started planning holiday's events. Ms. Williams commented that some businesses are still having challenges with how people are perceiving things when it comes to COVID. She asked that people remember to be kind and respectful.

ANNOUNCEMENTS

Mr. McManus commented that holding Town Meeting outside was going to present a few obstacles, one of them being streaming the meeting so people could watch from home. He thanked Jamie Goodwin & Caleb Ladue for their work in that aspect.

PUBLIC HEARINGS/PRESENTATIONS (Not earlier than 6:30 P.M.)

- A. Discussion and possible vote on the proposed fee structure change for the Fitness Room at the Community Center

Mr. MacAskill moved to open the public hearing, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Community Center Director Carolyn Carey was present and reviewed the request. They are not looking to change the fee, but simply to modify the way that it is collected. The proposal is to charge the \$15.00 fee on a monthly basis and only allow for monthly memberships at this time. She has been working with the Health Department and Highway Department to look at the space and take some pieces of equipment off line to allow for social distancing. Reservations to use the fitness room would be required with time blocks allow for 6 people per appointment.

Mr. MacAskill moved to close the public hearing, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Mr. Ballantine asked when the fees in general would be revisited for the Community Center. Ms. Carey responded that the Community Center Facilities Committee has it as one of their goals for the fiscal year. Their fees cannot be charged for more than what is costs to run the program.

Mr. MacAskill moved to approve the proposed fee structure and allow for a \$15.00/month membership, to be collected monthly, for the next 10 months, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Ms. Carey stated that they will start to take reservations tomorrow and the fitness room will open on October 5.

CONSENT AGENDA

- A. Vote to accept the resignation from Stephen S. Root from the Waterways Committee

Mr. MacAskill moved to accept the resignation of Stephen S. Root from the Waterways Committee with thanks for 15 years of service, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Mr. MacAskill also thanked Mr. Root for his kind words for Matt Hart.

Mr. MacAskill asked if the interview committee has set up any appointments to fill the vacancy. Mr. Howell responded that 2 interviews are scheduled for Wednesday.

NEW BUSINESS

- A. Affirm the contract for the Finance Director/Town Accountant

Mr. Ballantine stated that this would be continued for 1 week.

- B. Affirm the contract for the Chief of Police

Mr. Ballantine stated that this would be continued for 1 week.

C. Vote to approve Board of Selectmen Minutes for November 4, 2019

Mr. MacAskill moved to approve the Board of Selectmen minutes for November 4, 2019, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

D. Vote to approve – Common Victuallers License – 3 Monkeys Street Bar -554 Route 28, Harwich Port

Mr. MacAskill moved to approve the Common Victuallers License for 3 Monkeys Street Bar, 554 Route 28, Harwich Port, 2nd by Mr. Ford. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

E. Recap and debrief on 2020 Annual Town Meeting that was held on Saturday, September 26, 2020

Mr. Powers gave thanks to everyone who participated in Annual Town Meeting. It was a great meeting as far as substantive discussion. Mr. Powers took notes on what to work on for a better Town Meeting, whether it be held indoors or outdoors.

Mr. Ballantine thought that having a handout at the beginning of the meeting worked out well.

Mr. MacAskill echoed Mr. McManus' comments from the beginning of the meeting. He thanked all staff for an outstanding job in pulling this off during a challenging year. He also complimented Town Planner Charleen Greenhalgh for a great job with the planning articles. Mr. MacAskill went on to thank Board member Ford for his constant reminder of going into the meeting unified.

Mr. McManus agreed with all comments made so far, adding that this could be a model for future years.

Mr. Howell appreciated the fact that if the Board or staff didn't know an answer to a questions, that we were able to say that we could find out as opposed to winging it. Mr. Howell expressed his appreciation for town staff and everyone who made this meeting work.

Mr. Ford apologized for not being at the meeting, but thinks that the meeting showed that we have terrific employees in the town. Everyone came together and worked closely to make this a success.

Finance Committee Chair Dana DeCosta was present. While he wished he had talked more about next year's budget, he thought overall it was a good meeting for the town.

F. Discussion on Fiscal Year 2022 Annual Town Meeting calendar

Mr. Powers reported that we are 217 days away from FY22 Annual Town Meeting and that he has started to look at the budget and warrant timelines. Mr. Powers noted that the Community Preservation Committee has pushed their application deadline to October 30. The first deadline that needs to be met is October 1 where Mr. Powers will present the Board with the current financial assessment of the town. The hope would be to have that assessment finalized on October 5. October 5 will also be when the Board and staff have their first discussion on budget requests, and would be continued on October 13 with the hope of finalization on October 19. If we are able to keep to this schedule, Mr. Powers would be able to get a message to department heads and committee chairs before the end of October. Mr. Powers mentioned that he has begun the procurement review process and will be having meetings for any of the major articles. There are 5 items that will require significant proposals. Mr. Powers also stated that he is working on a workflow on how to deal with the existing procurement items that are in queue.

Mr. Ford offered to try and help with the procurement process.

Mr. Howell thinks that it would be reasonable to include a statement that this is going to be a very difficult year, in the upcoming budget message.

Mr. Powers stated that he would continue to work on the calendar as we go forward.

Mr. MacAskill noted that he is looking forward to having these conversations early this year and also acknowledged that it will be a tough year.

Mr. McManus would like to see the capital funding articles sooner rather than later.

G. Appoint Ed McManus – Cape Cod Water Protection Collaborative

For future appointment agenda items, Mr. MacAskill would like the entire Board to discuss the appointment before coming forward with a name on the agenda.

Mr. Howell moved to appoint Ed McManus to the Cape Cod Water Protection Collaborative with a term to expire in February 2022, 2nd by Mr. MacAskill. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

CONTRACTS

A. Discussion and possible vote on a Chapter 90 Project Request – Crack sealing Various Roads – DPW \$152,060

Mr. MacAskill moved to approve the Chapter 90 project request for crack sealing various roads in the amount of \$152,060, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

TOWN ADMINISTRATORS REPORT

A. Departmental Reports

Mr. Powers did not provide any additional information beyond what was included in the packet.

SELECTMEN'S REPORT

Mr. MacAskill stated that the Historic Commission is down 2 members and that the Chair is having a hard time putting meetings together.

Mr. MacAskill asked if the Housing Trust referred the proposed 100 unit housing development to the Housing Committee for an opinion. He would like the Selectmen to have a discussion on the proposal adding that he has received a lot of emails and calls about it. Mr. Ballantine responded that himself and Mr. Howell have talked about the project a couple of times and getting together with Mr. Powers. We need to fundamentally figure out what is happening with the project. Mr. MacAskill added that the sooner the Board is able to have discussions on this topic, the better.

Mr. Howell stated that the Zoning Board of Appeals is also seeking members.

Mr. McManus reported that the Council on Aging Board is down 3 members and that the Agricultural Commission is down 3 members and 1 alternate. He also reported that we don't currently have a functional Accessibility Rights Committee.

Mr. Ballantine asked that staff provide the Board with a list of current committee vacancies.

ADJOURNMENT

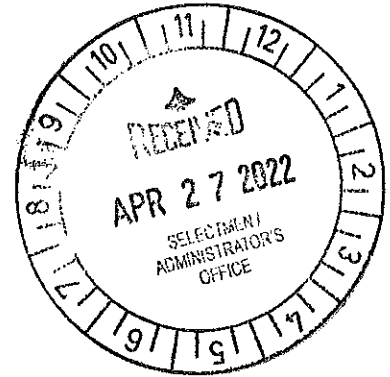
Mr. MacAskill moved to adjourn the meeting of the Board of Selectmen, 2nd by Mr. Howell. The vote was 5-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell, Mr. McManus & Mr. Ford all voting aye by roll call.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

DRAFT

NEW BUSINESS

To whom it may concern:



The Harwich Inn and Tavern is permanently closed for business. The licenses issued for the business will not be used.

Thank You

A handwritten signature in black ink, appearing to read "James Tsoukalas".

James Tsoukalas



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

APPLICATION FOR A SPECIAL PERMIT

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

Applicants Name Harwich Conservation Trust Phone 508-432-3997
Mailing Address P.O. Box 101, South Harwich, MA 02661
Owners Name & Address same as above
Email Address info@harwichconservationtrust.org

REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
May 14, 2022 (11 a.m. to 2 p.m.)
- Location of entertainment (Inside and/or outside)
outside metal barn; band name is Tim Sweeney & the Fringe; Walk 'n Wag event is free & open to public
- Address where entertainment will be playing
10 Headwaters Drive, Harwich

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

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

REQUIRED FOR ROAD RACE/CRAFT FAIR/ANY OTHER EVENT

Address of Event _____

Date & Time _____

Route/Location for Road Race _____

Provide any additional information necessary for the Board of Selectmen _____

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

Thomas M. Egan President & Trustee
Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Michael J. Adams Executive Director
Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]

Building Commissioner

[Signature]

Board of Health

[Signature]

Fire Department

[Signature]

Police Department

[Signature]

Recreation Department

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

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

2022

Request for continued Expansion of Outdoor Table Service

Establishment name: Castaways

Establishment address: 986 Rt 28 So. Harwich

If your establishment would like to continue expanded outdoor table service, please fill out below.

Indicate that you are requesting to continue with expanded outdoor table service.

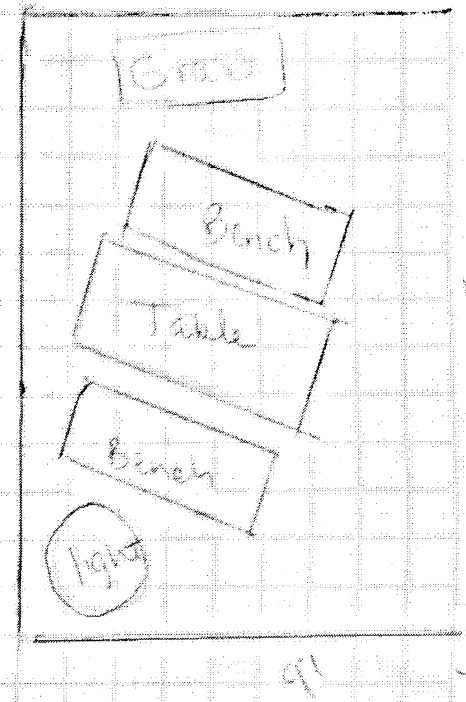
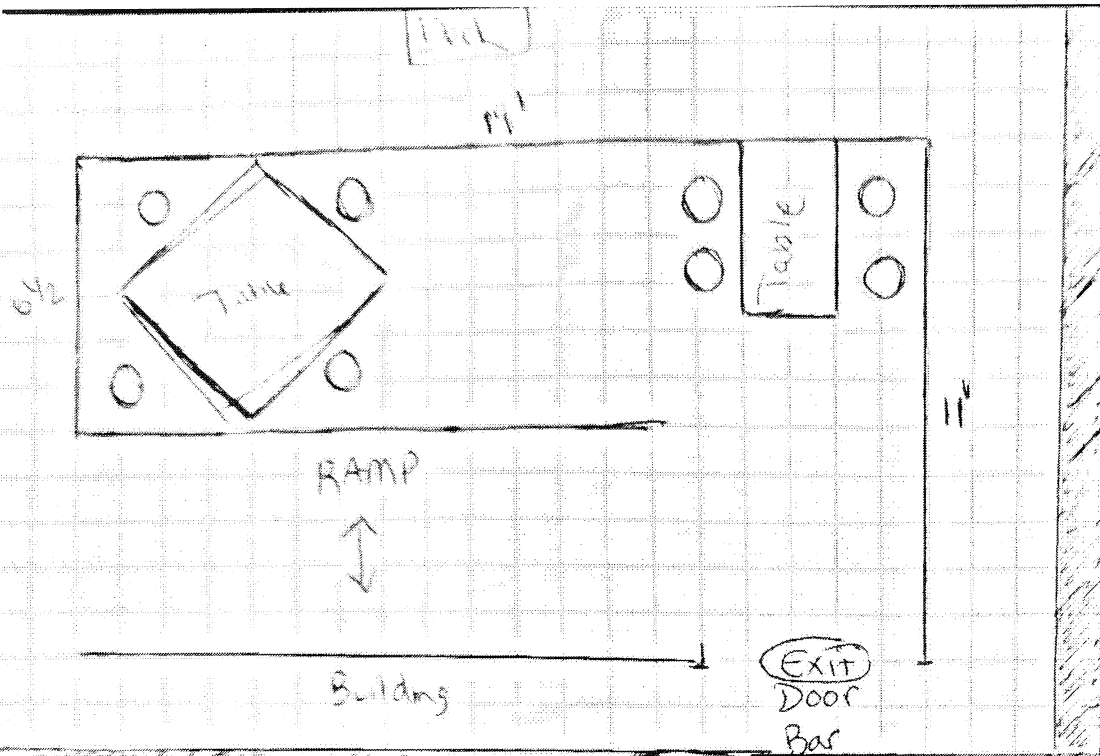
Indicate that you are continuing with what was previously approved by the town and ***include your previously approved floor plan with this application.***

Indicate if you will or will not be serving alcohol on the expanded outdoor premise.

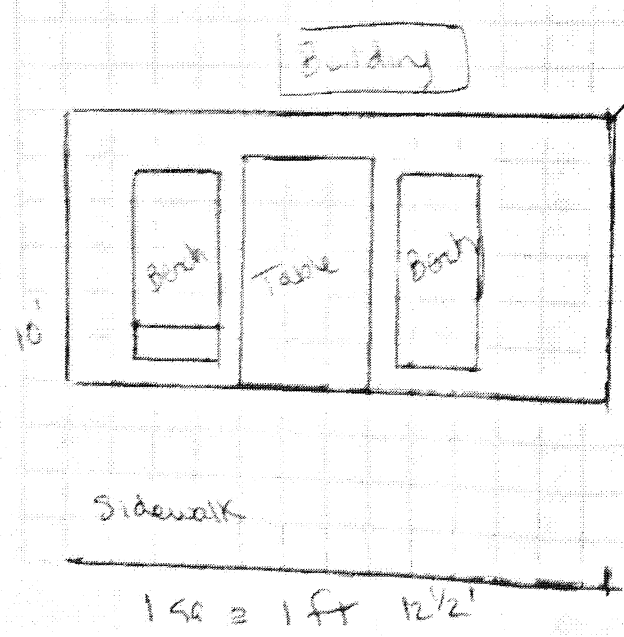
Indicate the dates from start to end of season when you will be utilizing the expanded outdoor area and hours of operation for expanded area. May 1 - Oct 31

Manager: Debi Merrill

Date: April 26 2022

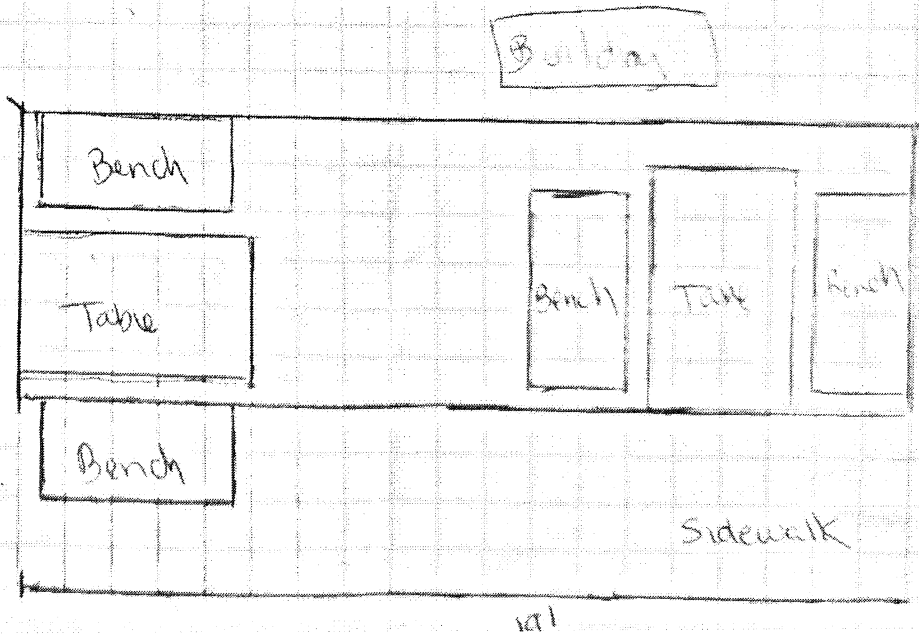


Castaways outdoor plan



Enter
Door
Front

steps



10'

2022

Request for continued Expansion of Outdoor Table Service

Establishment name: Red River BBQ

Establishment address: 787 Rt. 28 Hazardport

If your establishment would like to continue expanded outdoor table service, please fill out below.

Indicate that you are requesting to continue with expanded outdoor table service.

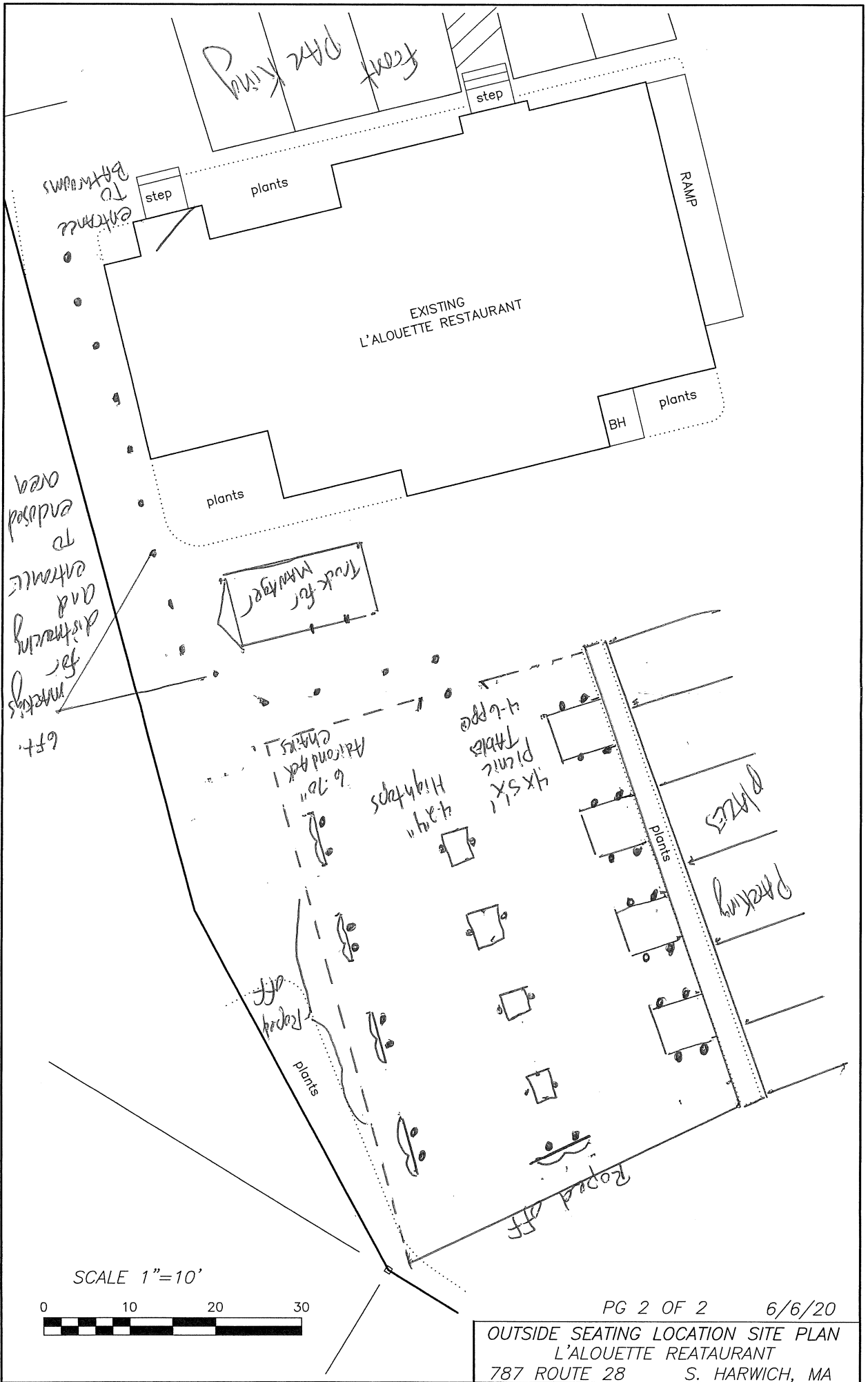
Indicate that you are continuing with what was previously approved by the town and *include your previously approved floor plan with this application.*

Indicate if you will or will not be serving alcohol on the expanded outdoor premise. yes

Indicate the dates from start to end of season when you will be utilizing the expanded outdoor area and hours of operation for expanded area. MAY 21 - OCT. 21

Manager: Christina Schultz

Date: 4.18.22



SCALE 1"=10'



2022

Request for continued Expansion of Outdoor Table Service

Establishment name: 3 MONKEYS

Establishment address: 554 RT 28 HARWICH PORT MA 02646

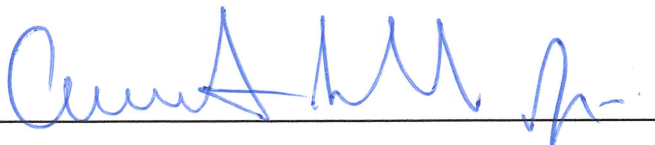
If your establishment would like to continue expanded outdoor table service, please fill out below.

Indicate that you are requesting to continue with expanded outdoor table service.

Indicate that you are continuing with what was previously approved by the town and ***include your previously approved floor plan with this application.***

Indicate if you will or will not be serving alcohol on the expanded outdoor premise.

Indicate the dates from start to end of season when you will be utilizing the expanded outdoor area and hours of operation for expanded area. MAY 9, 2022 - DEC 31, 2022 12:00 - 11:00PM

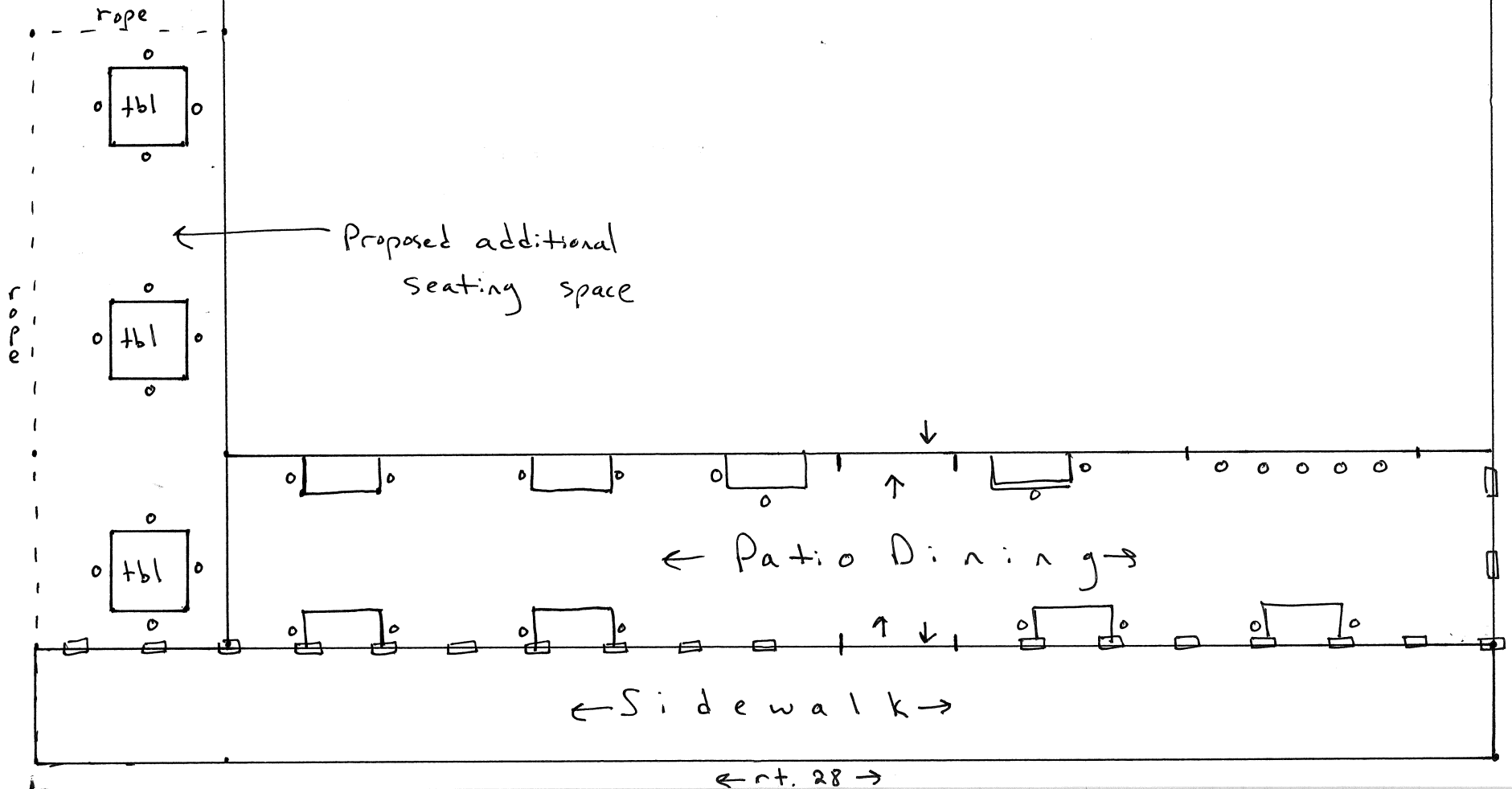
Manager: 

Date: APRIL 28, 2022

3 Monkeys + Ten Yen

1/8 scale

1 box = 2 feet



2022

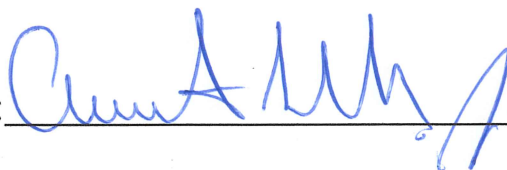
Request for continued Expansion of Outdoor Table Service

Establishment name: MAD MINNOW BAR + KITCHEN

Establishment address: 554 RT 28 HARWICH PORT MA 02646

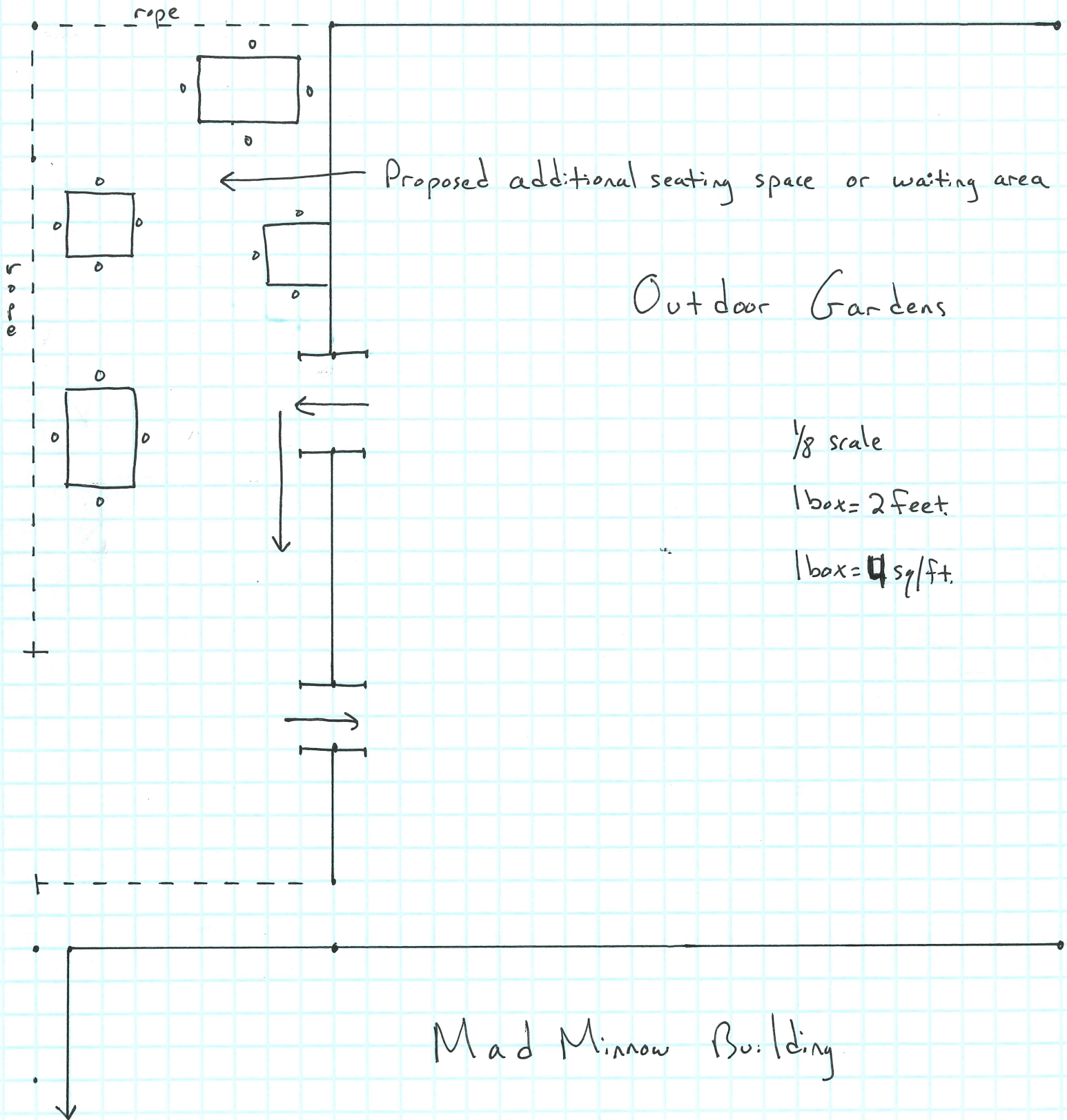
If your establishment would like to continue expanded outdoor table service, please fill out below.

- Indicate that you are requesting to continue with expanded outdoor table service.
- Indicate that you are continuing with what was previously approved by the town and ***include your previously approved floor plan with this application.***
- Indicate if you will or will not be serving alcohol on the expanded outdoor premise.
- Indicate the dates from start to end of season when you will be utilizing the expanded outdoor area and hours of operation for expanded area. MAY 18, 2022 - DEC 31, 2022 12:00 - 11:00 PM

Manager: 

Date: APRIL 28, 2022

Mad Minnow



OLD 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

MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator *JFP*

CC: Meggan M. Eldredge, Assistant Town Administrator
Ellen A. Powell, Executive Assistant

RE: Local Planning Committee (LPC) Candidate Update

DATE: May 9, 2022

Three (3) of the candidates each received 2 votes:

Clara McLardy
Ed McManus
Marletta Nilson

**James Lyons & Jacqueline Etsten received 1 vote each.
**Candidates not list received no votes.

Here is the makeup of votes on the rest of the LPC candidates:

James Knickman – 5
Bernadette Waystack – 5
Garrett Curran – 4
Margo Fenn- 4
Peter Gori – 4
Joyce McIntyre – 4
Barbara Nickerson – 4
Brian Scheld – 4
David Spitz – 4
Jeffery Handler – 3

DEED

TOWN OF HARWICH, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts 02645, for consideration paid of One Hundred Seventy-Five Thousand and No/100 Dollars (\$175,000.00), grants to **JOHN W. CAREY**, having an address of 56 Cook Circle, Hyannis, Massachusetts 02601, with QUITCLAIM COVENANTS, the following parcel of land, with any improvements located thereon, at 5 Bells Neck Road, Harwich, Barnstable County, Massachusetts, more particularly described on Exhibit A hereto.

For title see Order of Taking recorded with the Barnstable County Registry of Deeds in Book 9297, Page 33 and deed recorded with said Deeds in Book 1893, Page 321.

No deed stamps are due pursuant to G.L. c. 64D, §1.

The aforesaid premises are conveyed pursuant to Article of the Harwich Annual/Special Town Meeting, a certified copy of which is attached hereto.

[Signature Page Follows]

WITNESS our hands and seals this _____ day of May, 2022.

TOWN OF HARWICH,
By Its Board of Selectmen

Michael D. MacAskill, Chairman

Julie E. Kavanagh, Vice-Chair

Mary E. Anderson, Clerk

Larry G. Ballantine, Member

Donald F. Howell, Member

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of May, 2022, before me, the undersigned notary public, personally appeared _____, member of the Harwich Board of Selectmen, proved to me through satisfactory evidence of identification, which was [] a driver's license and/or [] _____, to be the person whose name is signed on the preceding or attached document; and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Harwich.

Notary Public
My Commission Expires:

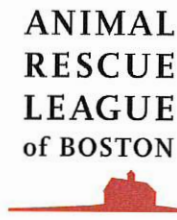
Exhibit A

A certain parcel of land, together with the buildings situate, in Harwich (West), Barnstable County, Massachusetts, bounded and described as follows:

- | | |
|-----------|---|
| NORTHERLY | By land formerly of John T. Wood, Two Hundred Five (205) feet, more or less; |
| EASTERLY | By land formerly of John T. Wood, One Hundred Fifteen (115) feet, more or less; |
| SOUTHERLY | By cemetery land adjoining the West Harwich Baptist Church, Two Hundred Twenty (220) feet, more or less; |
| WESTERLY | By a Town Road known as School Street a/k/a/ Bells Neck Road, One Hundred Fifty (150) feet, more or less. |

The premises being known as the Old Harwich School Property.

CONTRACTS



AGREEMENT

This Agreement made this first day of July, 2022 between the Town of Harwich, Massachusetts, hereinafter called the "Town," acting by its Selectmen pursuant to power vested by Section 151 of Chapter 140 of the General Laws, as amended, and the Animal Rescue League of Boston, hereinafter called "ARL", a charitable corporation organized and existing under the laws of the Commonwealth of Massachusetts exclusively for the purpose of protecting animals from cruelty, neglect or abuse.

1. ARL agrees that it will confine such stray and unlicensed dogs as may be delivered to it by an authorized agent of said Town at the ARL Animal Care & Adoption Center on Route 6A in Brewster for the legal impounding period as set forth in Chapter 140 of the General Laws, as amended, unless sooner reclaimed by the dog's owner or keeper. At the end of the legal impounding period, ARL will make such disposition as it deems appropriate for any dogs not so reclaimed.
2. The Town agrees to pay ARL at the rate of \$583.33 per month for a total of \$7,000 for services rendered by it as specified in Item One above. Such payments are to be made on a quarterly basis in the amount of \$1,750 each upon receipt of a bill for such services from ARL.
3. A person claiming an impounded stray dog shall pay ARL a fee of \$50 for the first day and \$25 per day thereafter for the care of such dog.
4. This Agreement shall continue in force for a period of one year from 12:01 A.M. on July 1, 2022 to 12:00 Midnight on June 30, 2023, unless sooner terminated by ARL giving notice to the Town, or the Town giving notice to ARL, of its intention to terminate this Agreement on a date which is specified in such notice, and which shall not be less than thirty (30) days after the date of sending of such notice.
5. During the term of this agreement ARL agrees to maintain insurance coverage in the following amounts:

General Comprehensive Liability

Bodily Injury	Not less than \$1,000,000 per occurrence or \$1,000,000 in the aggregate
Property Damage	Not less than \$1,000,000 per occurrence or \$1,000,000 in the aggregate



ANIMAL
RESCUE
LEAGUE
of BOSTON



Workers' Compensation Minimum limit of \$500,000

The Town shall be named as an additional insured on the aforementioned policies, and ARL shall be required to provide the Town with a certificate of such insurance upon request.

6. ARL agrees to indemnify and render harmless the Town for any and all claims of every name and nature as may arise during the term hereof or at any time thereafter as a result of or related to the services to be provided by ARL hereunder. No person providing service hereunder shall under any condition be considered an employee of the Town but rather shall be an employee of ARL. For purposes of this Agreement and of this paragraph, the term claim shall include but not be limited to medical and workers' compensation matters.

The following completed forms will become a part of this contract: Certificate of Non-Collusion, Certificate of Tax Compliance, and Acknowledgement of Principal.

IN WITNESS WHEREOF the Town of Harwich has caused this instrument and one of like tenor be executed by the Town Administrator and the Animal Rescue League of Boston has caused said instrument to be executed by Constance de Brun, Chief Financial and Operating Officer, thereunto duly authorized.

TOWN OF HARWICH

ANIMAL RESCUE LEAGUE of BOSTON

By: _____

By: ce _____

Name: _____

Name: Constance de Brun _____

Title: _____

Title: Chief Financial & Operating Officer _____

Date: _____

Date: 3/23/22 _____

APPROVED AS TO APPROPRIATION:

By: _____

Town Accountant

Source: _____



ANIMAL
RESCUE
LEAGUE
of BOSTON



CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Constance de Brun
Chief Financial & Operating Officer
Animal Rescue League of Boston

3/23/22

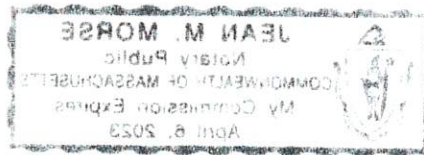
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C, Section 49A of the Massachusetts General Laws, as amended, I Constance de Brun, Chief Financial & Operating Officer, authorized signatory for Animal Rescue League of Boston, whose principal place of business is at 10 Anna's Place, Dedham MA 02026, do hereby certify under the pains and penalties of perjury that Animal Rescue League of Boston has complied with all laws of the Commonwealth relating to taxes.

ANIMAL RESCUE LEAGUE OF BOSTON
Federal ID Number 04-2103714

By: _____
Constance de Brun
Chief Financial & Operating Officer

3/23/22



ANIMAL
RESCUE
LEAGUE
of BOSTON



ACKNOWLEDGEMENT OF PRINCIPAL

State of Massachusetts

County of Suffolk SS:

On this 23 day of MARCH, 2022, before me personally came and appeared Constance de Brun to me known, who, being by me duly sworn, did depose and say to me that she resides at 204 Main St, Kingston MA 02364, that she is Chief Financial & Operating Officer of the Animal Rescue League of Boston, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that she signed her name thereto by like order.



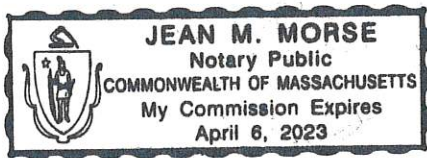
Contractor's Signature

(SEAL)




Notary Public Signature

My Commission expires on: APRIL 6, 2023



Town of Harwich
Harbormaster's Office
715 Main Street – PO Box 207
Harwich, MA 02646
Phone (508) 430-7532
Fax (508) 430-7535

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Interim Town Administrator
Carol Coppola, Finance Director
From: John C. Rendon, Harbormaster 
Date: May 4, 2022
Subject: Barnstable County Dredge Contracts

Request the Board's approval of the attached contracts from Barnstable County to dredge Allen Harbor channel and Wychmere Harbor channel. The approximate yardage to be removed from each channel is based on a pre-dredge survey that was conducted on 4/18/22 (AH) and 4/27/22 (WH). The Town recently accepted a state grant for \$36,000 that will help to off-set the cost of the Allen Harbor dredge project. The final cost of each project will be based upon a post-dredge survey, but the estimated total cost to the Town for both projects is \$140,000, which is available in the Harbormaster Department operating budget. Dredging is scheduled to start on or about May 9, 2022, and all dredged material will be utilized to nourish several of the Town's public beaches.

Enclosures: (1) Barnstable County Contract – Allen Harbor Channel Dredge Project
(2) Barnstable County Contract – Wychmere Harbor Channel Dredge Project

Copy: (1) Waterways Committee Chairman

**Intermunicipal Agreement
Terms and Conditions**

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

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, §4A, this
th day of May, 2022 by and between
the Town of Harwich, 732 Main Street, Harwich, MA 02645

(Town Name and Address)

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

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

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

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

Attachment A - Statement of Work

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

4. **Time of Performance.**

on or about May 4, 2022

Start Date

on or about May 31, 2022

End Date

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

6. Payment:

- A. The Town shall compensate the County for the services rendered at the rate of \$10 per Cubic Yard (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly____, Quarterly____, Other **X** (specify): **upon receipt of the Post-Dredge Survey Plan with final volume calculations and Skid Steer rental invoice.**
- D. Reimbursement for Travel and Other County Expenses:
 - All travel and meals are part of this Agreement. No reimbursement will be made.
 - County will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
 - County will be reimbursed for OTHER expenses in an amount not to exceed \$_____.
 - OTHER Expenses shall be limited to: Skid Steer Rental_____. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$102,500.00

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

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

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

9. Non-Discrimination in Employment and Affirmative Action. The County shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The County agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the County and Town have executed this date, May , 2022.

FOR THE COUNTY:

BARNSTABLE COUNTY:

Sheila Lyons, Chair

Mark Forest

Ron Bergstrom

Date: May , 2022

FOR THE TOWN:

HARWICH:

Michael MacAskill, Chair

Date: May , 2022

**ATTACHMENT A
STATEMENT OF WORK**

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town in accordance with the specifications, drawings, and plans (Attachment B – Pre-Dredge Survey Plan) up to a maximum contract amount of \$102,500.00. This is based on removing up to approximately 10,000 cubic yards of material at \$10.00 per cubic yard and the cost of the rental of a Skid Steer for the rough grading of the dredge material.
2. To pump dredge materials and provide rough beach placement of said materials at a rate of \$10.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County or its contractor. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.
3. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
4. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% of the dredge volume as estimated or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes more than 10% shall require the parties to adjust this contract in writing pursuant to Article V.
5. Without the prior approval of the Town, the dredge may operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

THE TOWN OF HARWICH AGREES:

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

COUNTY INSURANCE:

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

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

WEATHER CONDITIONS:

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

COVID 19:

The parties acknowledge and agree that they are operating in an environment of public health uncertainty. The County has prepared and trained its staff to operate reasonably under the circumstances and in compliance with the public safety guidance as directed by our Governor and consistent with industry standards and CDC advisories.

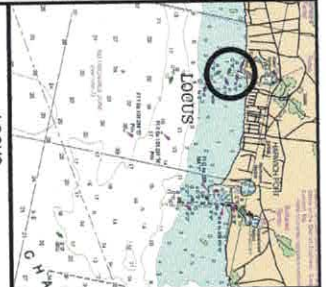
The County cannot control a superseding stop work order or work interruptions related to the COVID 19 virus and or any restrictions that may be issued by Federal or State officials that may negatively impact their work performance and thus time for completion, and the Town cannot control the health and safety impacts on the County crew members.

The County also cannot control supply chain/distribution limitations that may affect the operation of equipment and laborers; mechanical parts, PPE (Personal Protection Equipment) for worker protection and safety, etc.

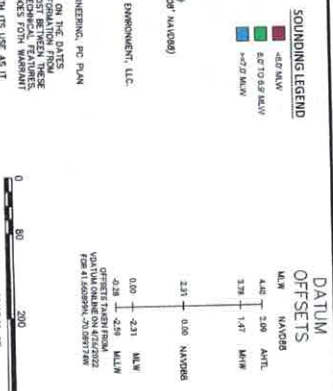
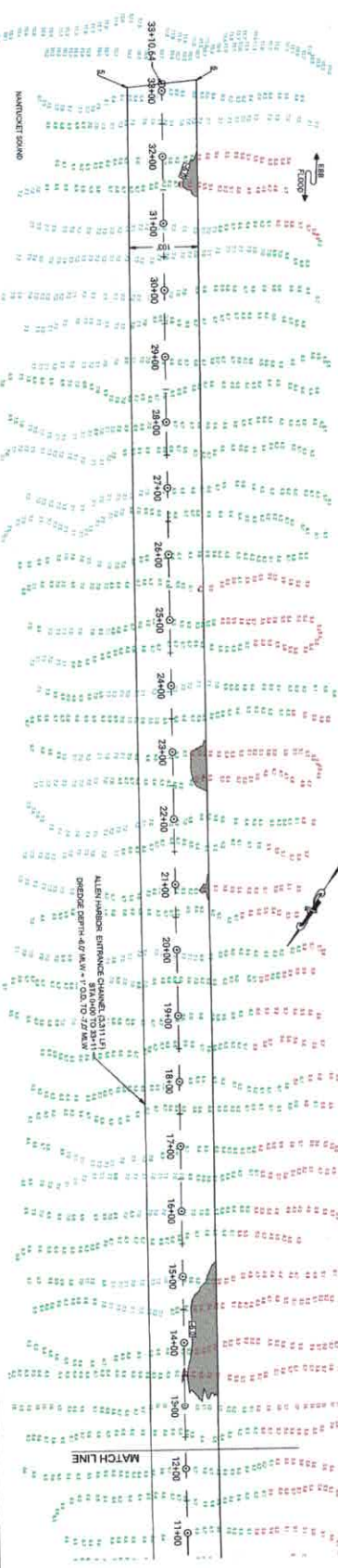
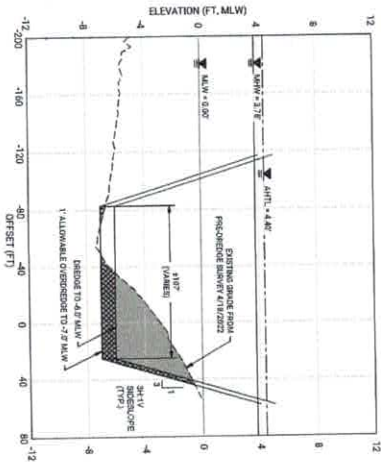
Therefore, the parties agree that all potential COVID-19 claims that may or may not arise in the execution and performance of this contract are mutually waived.

PROJECT CLOSEOUT:

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



- SURVEY NOTES:**
1. PROJECT NUMBER: 020230430
 2. PROJECT NAME: ALLEN HARBOR ENTRANCE CHANNEL, HARWICH, MA
 3. PROJECT DATE: 4/19/2022
 4. CLIENT: M.WASHINGTON
 5. SURVEYOR: M.WASHINGTON
 6. RANGE / DATE: 0-10 NINE SEAS 0-2'
 7. MEASUREMENT: 1/4" = 50' (VERTICAL)
 8. METRIC CONVERSION: 1/4" = 50' (VERTICAL)
 9. DATA REDUCTION: 1/4" = 50' (VERTICAL)
 10. DATA REDUCTION: 1/4" = 50' (VERTICAL)
 11. SITE BOUNDARIES: 1/4" = 50' (VERTICAL)
 12. SITE BOUNDARIES: 1/4" = 50' (VERTICAL)
- NOTES:**
1. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
 2. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
 3. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
 4. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
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 8. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
 9. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
 10. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
 11. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.
 12. SOUNDINGS ARE IN FEET AND DECIMALS THEREOF.



LINE	STARTING STATION	ENDING STATION	LENGTH	AREA
1	33+10.00	27+00.00	6+10.00	1.00
2	27+00.00	23+00.00	4+00.00	0.50
3	23+00.00	19+00.00	4+00.00	0.50
4	19+00.00	15+00.00	4+00.00	0.50
5	15+00.00	11+00.00	4+00.00	0.50
6	11+00.00	7+00.00	4+00.00	0.50
7	7+00.00	3+00.00	4+00.00	0.50
8	3+00.00	0+00.00	3+00.00	0.50
TOTAL			28+00.00	7.00

**BARNSTABLE COUNTY DREDGE
 ALLEN HARBOR
 HARWICH, MA
 2022 PRE-DREDGE SURVEY**

DATE	BY	DESCRIPTION

2022 PRE-DREDGE SURVEY PLAN

PROJECT NO: 020230430
 SHEET NUMBER: 1



**Intermunicipal Agreement
Terms and Conditions**

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

THIS INTERMUNICIPAL AGREEMENT is made pursuant to General Laws Chapter 40, §4A, this
th day of May, 2022 by and between
the town of Harwich, 732 Main Street, Harwich, MA 02645

(Town Name and Address)

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

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

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

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

Attachment A - Statement of Work

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

4. Time of Performance.

on or about June 1, 2022

Start Date

on or about June 30, 2022

End Date

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

6. Payment:

- A. The Town shall compensate the County for the services rendered at the rate of \$10 per Cubic Yard (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the County be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the County's Invoice(s) that is (are) sent Monthly____, Quarterly____, Other **X** (specify): **upon receipt of the Post-Dredge Survey Plan with final volume calculations and Skid Steer rental invoice.**
- D. Reimbursement for Travel and Other County Expenses:
 - All travel and meals are part of this Agreement. No reimbursement will be made.
 - County will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
 - County will be reimbursed for OTHER expenses in an amount not to exceed \$_____.
 - OTHER Expenses shall be limited to: Skid Steer Rental. Copies of receipts must be submitted. Any expense claimed by the County for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Agreement and paid to the County shall not exceed: \$37,500.00

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

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

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

9. Non-Discrimination in Employment and Affirmative Action. The County shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The County agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the County and Town have executed this date of May , 2022.

FOR THE COUNTY:

BARNSTABLE COUNTY:

Sheila Lyons, Chair

Mark Forest

Ron Bergstrom

Date: May , 2022

FOR THE TOWN:

HARWICH:

Michael MacAskill, Chair

Date: May , 2022

**ATTACHMENT A
STATEMENT OF WORK**

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town in accordance with the specifications, drawings, and plans (Attachment B – Pre-Dredge Survey Plan) up to a maximum contract amount of \$37,500.00. This is based on removing up to approximately 3,500 cubic yards of material at \$10.00 per cubic yard and the cost of the rental of a Skid Steer for the rough grading of the dredge material.
2. To pump dredge materials and provide rough beach placement of said materials at a rate of \$10.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County or its contractor. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels.
3. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
4. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% of the dredge volume as estimated or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes more than 10% shall require the parties to adjust this contract in writing pursuant to Article V.
5. Without the prior approval of the Town, the dredge may operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

THE TOWN OF HARWICH AGREES:

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

COUNTY INSURANCE:

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

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

WEATHER CONDITIONS:

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

COVID 19:

The parties acknowledge and agree that they are operating in an environment of public health uncertainty. The County has prepared and trained its staff to operate reasonably under the circumstances and in compliance with the public safety guidance as directed by our Governor and consistent with industry standards and CDC advisories.

The County cannot control a superseding stop work order or work interruptions related to the COVID 19 virus and or any restrictions that may be issued by Federal or State officials that may negatively impact their work performance and thus time for completion, and the Town cannot control the health and safety impacts on the County crew members.

The County also cannot control supply chain/distribution limitations that may affect the operation of equipment and laborers; mechanical parts, PPE (Personal Protection Equipment) for worker protection and safety, etc.

Therefore, the parties agree that all potential COVID-19 claims that may or may not arise in the execution and performance of this contract are mutually waived.

PROJECT CLOSEOUT:

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD:

DEPARTMENT:

FUNDING SOURCE:

Appropriated amount:

Estimated cost:

Actual cost:

PROCUREMENT METHOD:

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.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ Account # _____

Approved to proceed: Town Administrator or Designee: _____

TOWN
ADMINISTRATOR'S
REPORT

HARWICH HARBORMASTER DEPARTMENT

April 2022 Monthly Report

Operations

- Closed loop pressure washing system used for three commercial fishing boat haul outs (Miss Rockville, Sandra Anne, Jessica Beth).
- Participated in an MA DEP Oil Spill Response drill in Chatham.
- Harbormaster and Deputy Harbormaster participated in online training course on management of Private Aids to Navigation (PATON).
- Assisted Natural Resources with clearing brush from the Herring runs.

Administration

- Drafted and submitted grant application for MA Economic and Housing Development Dredge Grant for FY23.
- Drafted memo for BOS consideration regarding proposed repair options of Allen Harbor Jetty.
- Drafted memo of support for BOS consideration for assignment of open Class D Permit (Passenger Boat).
- Submitted Load Capacity and Egrees Diagram from project architect at the request of the Building Commissioner for the Snack Shack deck and boardwalk area.
- Went to waitlist with open Round Cove (2), Pleasant Bay (1) and HR North (1) mooring permits.
- Emailed Cavossa with May changes: added dumpster at Saquatucket, changed pick up days at Saquatucket to M/W/F and return commercial totes to Allen Harbor.
- Updated mooring and slip waitlists on Harbormaster Department page at harwich-ma.gov
- Emailed updated lists to AH Marine, HPBY and AGL for all mooring permit holder information.
- Sent emails for outstanding boat excise taxes.

Maintenance

- Contracted E.W. Drew Inc. to run waterline underground to east bulkhead. Harwich Water Dept provided great help with the project.
- Painted yellow line on Saquatucket Harbor (SAQ) boat ramp to encourage dual usage of the boat ramp.
- Extended the dinghy dock at Wychmere Harbor with a section of floating dock.
- Put the SAQ fixed pump out system in service.
- Removed two canoes and one small sailboat from the Bucks Pond public beach at the request of a local resident who stated that they had not been used for several years.
- Took portable pump-out carts to Allen Harbor Marine, Allen Harbor Yacht Club, and Harwich Port Boat Yard.
- Replaced discharge valve on Marine 77's onboard fire pump and put pump aboard Marine 77.
- Repaired wiring for blue emergency lights on Marine 77.
- Power washed and bottom painted 77A.
- Installed backflow preventers and had water turned on at Allen, Wychmere, and Saquatucket Harbors.
- Routine building and grounds maintenance.

Meetings

- Attended meeting with members of Pleasant Bay Community Boating to discuss impact of new Round Cove ramp/facility regulations, and preps for upcoming boating season.
- Conducted site visit to review proposed plan for construction of a private dock at 14 Sequattom Road.
- Attended on-site meeting with TA and other regulatory town officials to review Snack Shack property/boundaries as it relates to alcohol license and compliance cert.
- Waterways Committee Meeting (20 Apr)
- BOS Meeting (11 Apr) – Allen Harbor Jetty project

Low Bidder: MIGMA Systems inc

12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. 80271292/621293
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to **4 sentences** or less.
- 2. Finance Director has signed that funds are available: Carol Coppola Account # _____
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> a. Solicit qualifications prior to sealed bids. 	

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

Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

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

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sean Libby **DEPARTMENT:** DPW

FUNDING SOURCE: Art 29 May 8, 2021 ATM (\$15,000.00) and CCC License Plate Grant (\$17,000.00)

Appropriated amount: \$32,000.00 **Estimated cost:** \$ 32,000.00 **Actual cost:** \$13,800.00

PROCUREMENT METHOD:

30B; 3 Quotes requested with written Specifications

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.

Requested written price quotes for the procurement of a Solar Powered, Motion Activated Warning Beacon System to be installed by the Town of Harwich staff at the existing bicycle crossings at Depot Road and Oak Street (Four Poles). Price to include shipping and handling cost to the DPW.

18271292/621293

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola **Account #** _____
DocuSigned by: 48C32039D33D434...

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






Migma Systems, Inc.

1600 Providence Highway
Walpole, MA 02081
508-660-0328
508-660-0288 Fax
www.migmasys.com

April 08, 2022

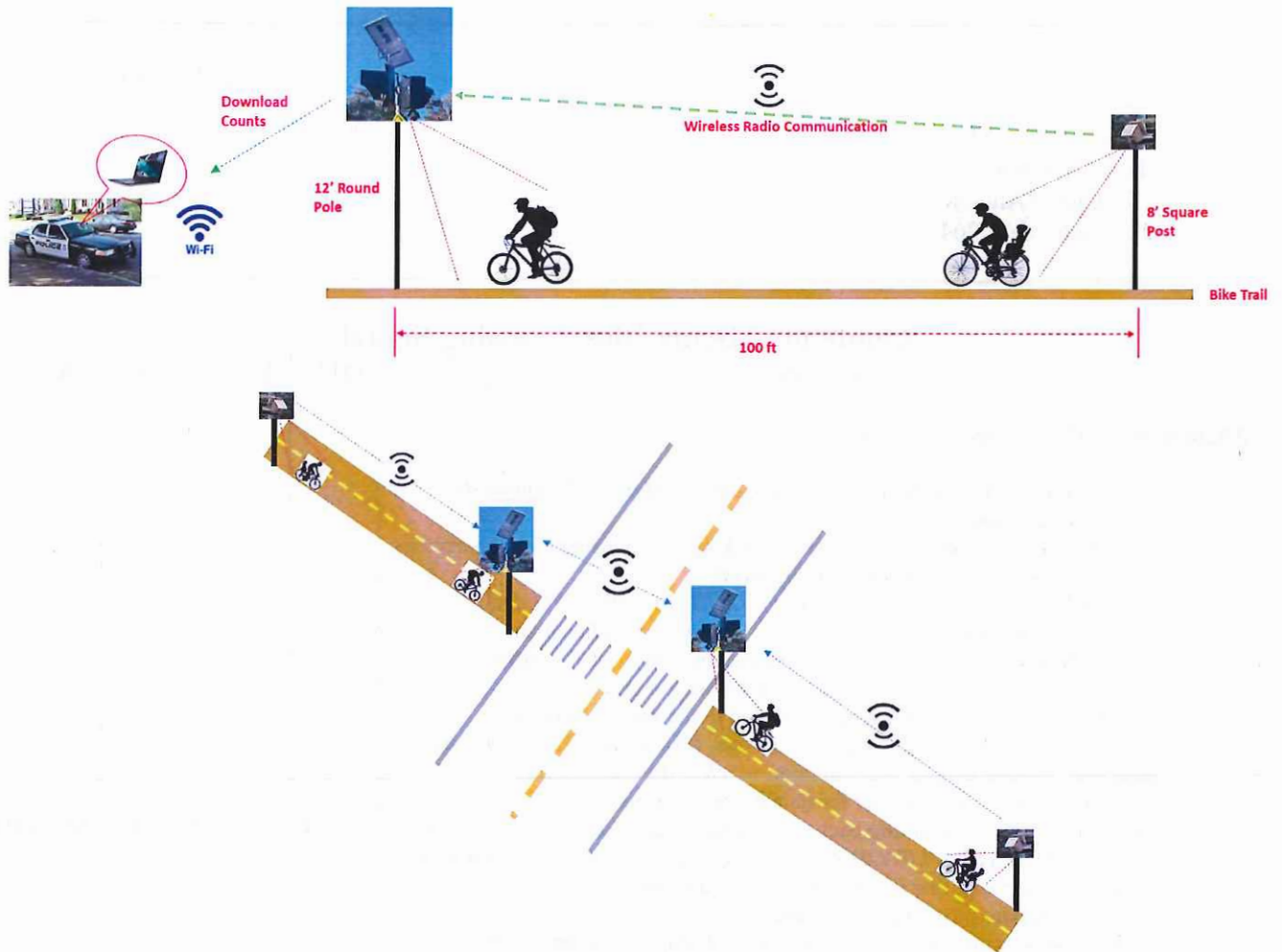
Sean Libby
DPW Facility Manager
Town of Harwich
273 Queen Anne Road
Harwich, MA 02645

Quote for Migma Bike Crossing Signals

Description	QTY	Price per Unit	Amount
<p>MigmaDSFB – Bike Crossing Signals (Part #: MDSBP0218BCSD)</p> <ul style="list-style-type: none"> - Two back-to-back beacons (<i>12" beacons, amber, MassDOT approved</i>) - One 25W solar panel - Two 20aH battery, one in each back-to-back beacon housing (<i>30+ operation-days in consecutive cloudy and raining days</i>) - Two back-to-back bike crossing signs (<i>W11-1S, 30"x30", FYG, DG</i>) - One timer clock with automatic Daylight Saving Time adjustment - Two motion sensors (<i>900 MHz radio frequency range, FCC certified, support multi-transmitters to multi-receivers wirelessly</i>) - One wireless motion sensor receiver placed in the beacon housing - Trail counter (<i>onboard SD card data storage, CSV format, 15/30/60 minutes data bins, storing several years of data, wireless data download</i>) - One portable USB WiFi router for data download through a <u>laptop</u> - One round pole for mounting back-to-back beacons, bike crossing signs and motion detector (<i>12' x 4.0" OD x 1 1/2" thick, round straight aluminum with base, black, top cap, one hand hole & cover, and template</i>) - One 8'x2" square post with anchor and bolts - All necessary mounting hardware (<i>brackets, bolts, nuts, banding strips, etc.</i>) <div style="display: flex; justify-content: space-around; align-items: center;">    </div>	4	\$3,450.00	\$13,800.00
<p>Delivery and Installation Help (Migma personnel will come to work with DPW during the installation)</p>		Free	Free

Total: \$13,800.00

System Overview



Component View

(Photo is from our previous installation at Town of Westwood, MA)



**WRITTEN PRICE QUOTE PROPOSAL FORM BIKE
CROSSING SIGNALS DEPOT ROAD and OAK STREET**

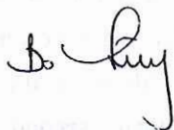
The undersigned proposes to provide the a new solar powered, motion activated bike path flashing beacon system per the specifications included in the request for quote to be delivered to the Harwich Highway Department. This written price quote is for the delivery of four side mounted signals for these two crossings, with each signal working in a coordinated way with the signal on the opposite side of the street.

A detail of the base with installation instructions shall be provided by the vendor. The contract price is specified below:

Total Delivered Price Per Project Specifications: \$ 13,800.00

In Written

Words Thirteen Thousand Eight Hundred and 00/100



Signature of person signing quote

Migma Systems, Inc.

Name of Business



MigmaDSFB™ Flashing Beacon

for pedestrian and bicyclist safety at midblock crossing



The continuously flashing beacons may not necessarily attract driver's attention because they are always on and drivers get used to them already. In addition, they flash 24/7, day and night, even when there are no vehicles or pedestrians/bicyclists on the streets, which might also introduce the visual noises to the residents living nearby.

Specification

Beacon Flasher

△ Diameter	12 or 8 inch (amber or red)
△ Flashing Pattern	Constant or activated by pedestrians or bicyclists via wireless motion sensors
△ Luminous Intensity	≥ 4000 cd
△ Visual Distance	≥ 1600 ft
△ Battery Capacity	20aH
△ Solar Panel	25W
△ Operating Time	30+ days after fully charged if activated by motion sensor
△ Enclosure	IP65
△ Material	UV-stabilized polycarbonate

School Zone Flasher

△ Flashing Pattern	Beacons alternating every 0.5 second
△ Battery Capacity	Dual, 20aH each
△ Solar Panel Size	25W
△ Timer	Automatic DST (Daylight Saving Time) adjustment

Pedestrian/Bicyclist and Vehicle Detector (option)

△ Sensor	PIR motion sensor, wireless
△ Communication	900 MHz radio frequency range (FCC certified, support multi-transmitters to multi-receivers wirelessly)
△ Wireless Distance	1500 ft (sensor to beacon pole)
△ Sensing Range	30 ft (sensor to pedestrians/bicyclists)
△ Sensor Power	Solar

Trail Counter and Data Download (option)

△ Data Storage	Onboard SD card (keep years of data)
△ Data Format	CSV with counts and timestamp
△ Data Bin	15, 30, and 60 minutes
△ Data Download	Wireless via USB WiFi router

Migma Systems has developed an alternative product, Distributed Sensing Flashing Beacon (DSFB). The sensor receiver is embedded inside the housing of flasher, drawing power from solar panel or solar battery. Using solar-powered detector, it flashes only when pedestrians/bicyclists who are waiting at midblock curb are detected. Otherwise, it is off! The sensor response time is less than 1 second. Moreover the detector and beacon flasher can be installed on different poles or posts, making early detection possible.

Some vehicle drivers can be easily distracted by devices such as smart phones while driving. These distractions, caused by the use of various devices, are well documented, which is a rising cause of pedestrian and/or vehicle accidents and sometimes fatalities.

Migma's Distributed Sensing Flashing Beacon (DSFB) can make a positive difference! **(USPTO**

Patent Number: 10,950,122)



Corporate Headquarters
Migma Systems, Inc.
1600 Providence Highway
Walpole, Massachusetts 02081

Contact Information

Web: <http://www.migmapd.com>
Sales: sales@migmapd.com
Support: support@migmapd.com
Phone: 508-660-0328
Fax: 508-660-0288

Migma

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Migma Systems, Inc., with an address of 1600 Providence Highway, Walpole, MA 02081, hereinafter referred to as "Contractor", effective as of the 8 day of April, 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all supplies necessary to provide the Town with four side mounted signals for two crossings, including the scope of supplies set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and supplies required hereunder commencing May, 2022 through June.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 13,800.00. The Contractor shall submit monthly invoices to the Town for supplies rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$1,000,000 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) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$1,000,000/ occurrence, \$1,000,000/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, Bo Ling, 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.

46-0488542
Social Security Number or
Federal Identification Number

Migma Systems, Inc.
Signature of Individual or
Corporate Name

By: Bo Ling
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

By

Bo Ling

Bo Ling, President & CEO
Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$25,000

Approved as to Availability of Funds:

DocuSigned by: \$13,800.00
Carol Coppola (\$ _____)
48C32039D33D434...
Finance Director Contract Sum

by its Town Administrator Up to \$25,000

DocuSigned by:
Joseph F. Powers
082300C5799644E...
Town Administrator

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Lincoln Hooper DEPARTMENT: DPW

FUNDING SOURCE: 014212 529000

Appropriated amount: \$60,000.00 Estimated cost: \$60,000 Actual cost: Not bid yet

PROCUREMENT METHOD:

Sealed Bids

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.

This procurement is for the cleaning of the Town's 14 comfort stations and includes all labor and materials to clean and stock at a frequency stated in Exhibit 1, General Conditions and Provisions of the bid. The contract term is anticipated to for the 2022 beach season beginning on 5/27/2022 through Columbus Day.

Although 5290 (Other Property Related Service) is listed as a funding source, this \$60k is an addition to the FY 23 DPW budget, which does not begin until July 1, 2022. During the two previous years this function was paid for by the CARES Act, which is no longer available. Funding the 5 weeks between the beginning of the contract and the beginning of the fiscal year may require a transfer of approximately \$15k.

Requires approved FY 22 budget transfer 014212/529000

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799844E...

Low Bidder: S.J. Services

Bid Price: \$ 47,388

Post Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. 014212/529000
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.

2. Finance Director has signed that funds are available: Carol Coppola Account # _____

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

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

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need: <ul style="list-style-type: none"> <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. 	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. 	<input checked="" type="checkbox"/> GS2. If project is over \$5,000 : <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements 	<input type="checkbox"/> GS3. If project is over \$50,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form 	<input type="checkbox"/> GS4. If project is over \$100,000 : <ul style="list-style-type: none"> <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <ul style="list-style-type: none"> <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. 	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder. Note 2: Bids may be negotiated downwards but never higher than original quote. Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <input type="checkbox"/> a. Solicit qualifications prior to sealed bids. 	

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

Signature of Town Administrator: Joseph F. Powers
DocuSigned by: 0623C0C5799844E...


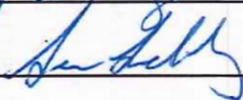
Note: Failure to gain sign-off **before Wednesday at noon results in the contract being delayed to the next meeting.

Town of Harwich Bid Opening

Date, Time:	21 APR 2022
Title:	2022 Janitorial Comfort Station Cleaning

Bidder (in order of Bid Opening)	bid price	package complete
Cristelle Cleaning	49,356.00	NO
Express Janitorial	97,815.00	NO
Partner Solution	52,581.72	YES
ST Services	47,388.00	YES

Commencement	2:00 PM
Completion	2:05 PM

	Name	Signature
Bid Opener	Meggan Eldredge	
Witness	Sean Libby	

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and S. J. Service Inc. with an address of 235 Newbury Street, Danvers, MA 01923 hereinafter referred to as "Contractor", effective as of the 27th day of May 2022. 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 COMFORT STATION JANITORIAL SERVICES including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing MAY 27 2022 through OCTOBER 11, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$47,388.00 The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured".
- 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) 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.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an "Additional Insured".

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Daniel Shea, 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.

04-3214662
Social Security Number or
Federal Identification Number

DocuSigned by:
Daniel Shea
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By

by its Board of Selectmen Over \$50,000

DocuSigned by:
Daniel Shea
6EFED0E1CD7B407...

Daniel Shea Director of Business Development

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

DocuSigned by:
Carol Coppola
Finance Director (\$ _____)
Contract Sum
014212/529000

DocuSigned by:
Joseph F. Powers
Town Administrator

ATTACHMENT A

**TOWN OF HARWICH
COMFORT STATION JANITORIAL SERVICES**

SCOPE OF SERVICES AND SPECIFICATIONS

Purchase Description/Scope of Services

The Town of Harwich is seeking bids for janitorial services for selected town comfort stations. General conditions, minimum performance requirements and comfort station services and contract are included as Exhibits 1-6.

Contract Term Length

After selection of the lowest price responsive and responsible bid, a written contract containing the terms of this IFB and the bidder's response shall be executed by the successful respondent and the Town.

The contract period is for the 2022 beach season (terminating the day after Columbus Day). The Town anticipates a 05/27/2022 start date; however, the actual period will be determined as mutually agreed upon between the Town and successful respondent.

The form of contract, minimum terms and conditions is included with these bid documents. Any terms or conditions imposed by a respondent must be contained within their response and must not conflict with the requirements and/or specifications contained within this IFB.

Bid Form

Each bidder must submit the following Bid Form included as Attachment A. Bid forms must be completed in ink or by typewriter. The bid price for each item on the form shall be stated in figures. Discrepancies between the indicated sum of any column(s) and the correct sum of any column(s) will be resolved in favor of the correct sum. All bid forms must be signed by an officer of the company authorized to enter into contracts.

Site Visit (optional)

Prospective bidders are encouraged to schedule a site visit with the Town to view the comfort stations. Site visits can be arranged by contacting the Town of Harwich Facilities Maintenance Manager, Sean Libby, slibby@townofharwich.us, (508) 430-7555.

Substitutions

Bids shall be based on using the products as specified and provided in the IFB documents. Where several materials are specified by name for one use, any of those so specified may be supplied.

Whenever the specified products are specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be provided, unless the Town's written approval for substitution is secured in accordance with the conditions of the IFB and/or contract.

Work Schedule, Time Limits, and Notice to Proceed

Bidders shall furnish a proposed work schedule, in writing, with their bid. A final work schedule shall be submitted at the time of delivery of the executed contract to the Town, allowing for completion of the contract work prior to the date specified in the IFB documents and final contract. The Town will review the completed documents, proposed schedule, ask for revisions or corrections, if any, and issue a "Notice to Proceed," indicating the Town's agreement with the final contract terms and schedule. Work may begin upon receipt of the Notice to Proceed.

Additional Information or Specifications

Attachment A Bid Form

Exhibit 1 General Conditions and Provisions

Exhibit 2 Minimum Performance Requirements

Exhibit 3 Cleaning Checklist

Exhibit 4 Single Stall Comfort Station Representative Floor Plan

Exhibit 5 Two Stall Comfort Station Representative Floor Plan

Exhibit 6 Contract

EXHIBIT 1 – General Conditions and Provisions

General Conditions It is the intent of these specifications to document all services, supplies and equipment required to clean and keep clean all areas not specifically excluded.

Performance. Contractors are expected to maintain an overall cleaning performance level at or above the standards listed. The cleaning standards outlined in this IFB are the minimum acceptable level of performance.

Labor/Full-time Contractor shall provide an adequate number of competent, properly trained personnel with qualified supervision to provide the services required at all times. Contractor shall provide all personnel with a complete set of specifications and cleaning schedules to ensure all required services are completed. Any Contractor's employee whose employment or performance is objectionable to the Town shall be immediately removed from this Contract.

Contractor shall insure satisfactory security clearance for all employees who will perform work on the premises. Employees who are "not a United States citizen or have not been granted status by the United States government as a permanent resident alien" will not be allowed to work at this facility.

Equipment. The Successful bidder is responsible for all cleaning equipment and products, this includes, brooms, dust pans, mops, mop buckets, cleaning and disinfectant solution for floors, walls, surfaces, toilets, sinks, Vacuum cleaners, vacuum bags, dusting products and materials, window cleaning products and materials.

Contractor Employee Requirements. The Harwich Police Department shall conduct a Criminal Offender Record Information (CORI) check on all candidates prior to assignment to perform services required by this contract.

The contractor shall submit brief resumes of proposed employees and any replacement employees, and offer the Town an opportunity to interview the individual. Along with the resume, the contractor shall submit a statement that a background check has been conducted and the employee is determined to be appropriate for position. If the Town is not reasonably satisfied that the proposed employee has adequate ability and/or experience, the Town shall notify the contractor in writing within ten (10) working days after receiving the resume and completing any interview. In which case, the contractor shall propose another replacement and the Town shall have the same right of approval. The Town shall have the right to require the contractor to remove forthwith any employee from his/her position if their performance is considered unsatisfactory for any reason.

The contractor shall require proposed employees to monitor their health status for symptoms of COVID-19 and not allow sick employees to enter the Town of Harwich comfort stations. Symptoms include fever, cough, shortness of breath.

Security. The Contractor shall be responsible for use of all access keys issued. Under no circumstances shall Contractor's employees admit anyone to areas controlled by key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations. All areas shall be double-checked by the on-site cleaning supervisor at end of shift to verify the areas are secured. The Contractor shall not duplicate any keys under any circumstances.

Inspection. The Contract Manager or his/her designee will conduct periodic inspections of the work. Inspections can occur weekly or on a daily basis depending on any issues that arise with the quality of the work. The Contractor's Supervisor shall be available upon request, for joint inspections with the Contract Manager. The Contractor's Supervisor is required to perform and record daily inspections utilizing an approved checklist for all areas and must leave the inspection form for the Contractor Manager to view the next morning.

Meetings may be held with the Contractor, or his designees, as necessary to review cleanliness and/or deficiencies.

Materials and Supplies. The successful bidder shall provide all materials and supplies required to carry out the cleaning operations within the scope of this contract including but not limited to paper product, hand soaps, plastic trash can liners.

The Contractor is responsible for all cleaning equipment and products, this includes, brooms, dust pans, mops, mop buckets, cleaning solution and disinfectant for floors, walls, surfaces, toilets, sinks, vacuum cleaners, vacuum bags, dusting products and materials, window cleaning products and materials.

The cleaning products shall be compliant with the EPA and approved for use against COVID-19. The contractor shall be responsible for submitting all cleaning products for approval by the Town. Safety Data Sheets (SDS) must be included in the product submittal to the Town for all products used to clean and disinfect the areas described herein for the length of the contract.

The Contractor shall not use Town equipment or supplies. Cleaning products used shall not leave heavy bleach smell that might disturb the public and/or employees.

The Town Areas, requiring cleaning, are grouped as follows:

Comfort Stations

Red River Beach (two stall)
Bank Street Beach (two stall)
Earle Road Beach (two stall)
Pleasant Street Beach (two stall)
Sand Pond (two stall)
Long Pond/Fernandez Bog (two stall)
Community Center Outside (two stall)
Wychemere Harbor (single stall)
Allen Harbor (single stall)
Brooks Park South (two stall)
Brooks Park North (two stall)
Community Center (two stall)
Whitehouse Field (two stall)

Cleaning Standards. The contractor shall agree to meet the following cleaning standards when performing the cleaning schedule outlined in this IFB. These cleaning standards shall be used to assess the quality of cleaning performance of the contractor during inspection(s).

Cleaning Schedule and Frequency –

Red River Beach (two stall)- 2 cleanings per day
Bank Street Beach (two stall)-2 cleanings per day
Earle Road Beach (two stall)-2 cleanings per day
Pleasant Street Beach (two stall)-2 cleanings per day
Sand Pond (two stall)-1 cleaning per day
Long Pond/Fernandez Bog (two stall)-2 cleanings per day
Community Center Outside (two stall)-2 cleanings per day
Wychemere Harbor (single stall)-1 cleaning per day
Allen Harbor (single stall)-1 cleaning per day
Brooks Park South (two stall)-1 cleaning per day

Chamber of Commerce (two stall) – 2 cleanings per day
Brooks Park North (two stall) 1 cleaning per day
Community Center (two stall) 1 cleaning per day
Whitehouse Field (two stall) 1 cleaning per day

1. One (1) cleaning/day: between the hours of 6:00 PM and 8:00 PM
2. Two (2) cleanings/day: First cleaning between the operating hours of 10:00 AM and 2:00 PM and second cleaning between the operating hours of 6:00 PM and 8:00 PM
3. As noted herein the vendor is responsible for locking up the comfort station in the eveing between 6:00 PM and 8:00 PM or later. The vendor shall start the first comfort station cleaning at 6PM and then immediately proceed to the next comfort station until all of the comfort stations are cleaned and locked up. The Chamber of Commerce shall be cleaned last. The Town will provide the vendor with keys for each of the comfort stations.

The successful bidder shall be responsible for completing a cleaning checklist and signing off at the completion of each cleaning certifying that the cleaning has been conducted per the State of Massachusetts and Centers for Disease Control and Prevention.

All Areas

In order to ensure a high standard of cleanliness the following requirements are mandatory specifications, representing the basic frequency of cleaning required.

Glass, Plastic Laminate and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust, accumulated dirt and soil from sill and, ledges.

Corners/Thresholds - Shall be free of dust, cobwebs, dried-soil, accumulated dirt, finish build-up and debris. These areas shall appear visibly and uniformly clean.

Windows Sills and Other Glass Surfaces - Window sills and framework shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. All glass entry doors, both exterior and interior and mirrors in rest rooms shall be cleaned including the elimination of streaks, film and cleaner residue.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris.

Tile floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue on the floor, in corners, and the junction between wall and floor.

When washing the floors, you must use clean water, ring out the mop and be sure to get as much water off the floor as you can so it is not dangerous.

Walls, Shelving, End Panels, Shelving Tops, Chairs, Tables, Furniture and Fixtures - Shall be free of dust, dried-soil and stains without causing damage. These surfaces shall appear visibly and uniformly clean.

Trash– Trash bins are to be checked daily and emptied. Their surfaces shall be cleaned, free of dust, dirt and be free of cleaner residue, streaks and film. Regular trash and recycling items must be put in correct dumpsters or bins that are provided by the Town.

In general, trash shall be removed within 20-feet of the exterior of the buildings described herein and disposed of appropriately.

Dispensers and Hardware - Shall be free of dust, dried-soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. Soap should run freely and dispensers should be cleaned of hardened or clogged soap. Dispensers shall be refilled when required with proper expendable supply item.

Toilet Paper Holders - All toilet paper holders and paper towel dispensers must be fully stocked. Stock must NOT be moved around between buildings. For each bathroom in each building there should be three to four rolls of toilet paper and one extra roll of paper towels. All toilet paper holders shall be disinfected.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and disinfected,.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding framework shall appear streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Floors shall be washed and disinfected daily and grout joints appear visibly clean and unstained. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film on the floor, in corners, and the junction between wall and floor.

Walls, Doors, stall latches and Cabinetry - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected.

Waste Containers - Contents shall be removed from waste containers and can liners be replaced. Inside and outside of the container shall be cleaned. Containers will be wiped clean, disinfected and shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

EXHIBIT 2 – Minimum Performance Criteria

1. Cleaning and Disinfection of all Fixtures

- a. Cleaning all fixtures each day you are schedule to clean that building. Fixtures in restrooms, including but not limited to sinks, faucets, toilets and all door handles, stall latches, push plates must be cleaned and disinfected daily.

2. Cleaning and Disinfection Of Handrails

- a. Clean and disinfect all handrails.

3. Restrooms

Restroom cleaning and disinfection

3.1. Each cleaning of restrooms to include the following:

- a. Spray and wipe down all walls and toilet partitions with a cleaner/disinfectant.
- b. Clean all fixtures interior and exterior, sinks, urinals, toilets, flush valves, and all exposed chrome with a cleaner/disinfectant paying particular attention to toilets during the summer months when humid conditions exist.
- c. Wash down and disinfect all doors and door push plates/handles and stall latches
- d. Clean all mirrors with a spray window cleaner.
- e. Clean all counters with a cleaner/disinfectant, which will not leave heavy bleach smell.
- f. Wet wash floors with a cleaner/disinfectant, then rinse to a damp dry condition.
- g. Refill all soap, toilet paper and paper towel dispensers.

4. Equipment supplies Responsibilities:

- a. The successful bidder is responsible for all the cleaning equipment and products, this includes but is not limited to; brooms, dust pans, mops, mop bucket, cleaning solution and disinfectant for floors, walls surfaces, toilets, sinks, vacuum cleaners, vacuum bags, dust cloths or dusting product, dust sprays, window cleaning materials such as cloths or towels, window cleaning products, like window spray cleaners. All chemicals must be approved for use by the Town.

CHECKLISTS

Contractor shall complete and turn in checklists (Exhibit 3) for each cleaning of the Comfort Stations to the DPW Facilities Maintenance Manager via e-mail at the end of each day's cleaning. Copies of the checklists are attached at the back of this section. Note that some items included herein may not be listed on the checklist but are still expected to be completed.

Exhibit 3

Comfort Station Cleaning Checklist

Date:

Start Time:

Comfort Station:

Cleaning (circle one):

Morning Afternoon Evening

	Initial Each Item Below as Completed
Remove trash, replace liner	
Remove cobwebs	
Wash and disinfect door push plates & handles	
Wash and disinfect walls and partitions	
Wash mirrors	
Refill soap dispensers	
Refill Paper towel dispensers	
Refill toilet Paper dispensers	
Clean all fixtures, scrub free from solids and discoloration. Disinfect with approved disinfectant .	
Sweep floors and Wash with approved disinfecting cleanser	
Clean and disinfect all remaining surfaces	

Completion Time:

Printed Name:

Singature:

By checking and signing this checklist the contractor certifies that the cleaning has been completed per the contract specifications.

**Exhibit 4 - Representative Single Stall Floor Plan
-Allen Harbor & Wychemere Harbor**

DocuSign Envelope ID: 716211ED-5CD6-4B1C-8EA1-2EB0CC0C8BAC

<p>CSHEA CONCRETE PRODUCTS New England's Premier Producer 800-595-7432 (SHEA) www.concreteproducts.com 773 Elm Street, Weymouth, MA 153 Commercial Street, Boston, MA 47 Newville Road, Weymouth, MA 180 Old Turnpike Rd., Weymouth, MA PO Box 300-Weymouth, MA 01987</p>	<p>EAST SET CONCRETE PRODUCTS</p>	<p>319 CROFT RD PO Box 490 Weymouth, MA www.eastset.com</p>	<p>PRELIMINARY - NOT FOR CONSTRUCTION</p>	<p>MGINNIS & ASSOC. STRUCTURAL ENGINEERS 1110 Washburn Drive Seymour, MD 20681 314-855-1224</p>	<p>Third Party Inspection Agency 250 East Grove Street Windsor, MA 02846 508-548-3581</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Date</th> <th>Drawn/Checked</th> <th>Rev.</th> <th>By</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Date	Drawn/Checked	Rev.	By													<p>Product 9'-11" x 8'-2" x 10'-10" h UNSEX RESTROOM ALLEN HARBOR BOAT LAUNCH AREA 343 LOWER COUNTY RD HARTWICH, MA 02545</p>	<p>FLOOR PLAN & ELEVATIONS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Drawn By: MAF</td> <td>Scale: AS NOTED</td> </tr> <tr> <td>Issue Date: 08/18/2015</td> <td>Sheet No: A-1</td> </tr> </table>	Drawn By: MAF	Scale: AS NOTED	Issue Date: 08/18/2015	Sheet No: A-1
Date	Drawn/Checked	Rev.	By																										
Drawn By: MAF	Scale: AS NOTED																												
Issue Date: 08/18/2015	Sheet No: A-1																												

A - FRONT

B - LEFT

C - REAR

D - RIGHT

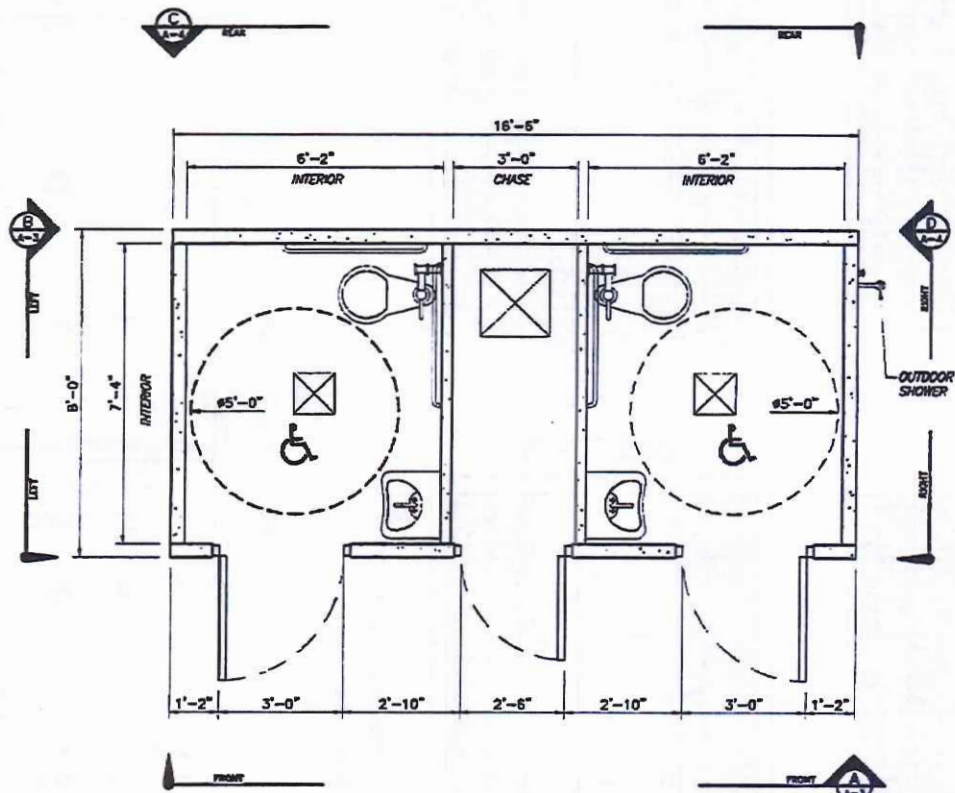
FLOOR PLAN
SCALE 3/8" = 1'

Exhibit 3 - Representative Two Stall Floor Plan

-Community Center, Long Pond & Pleasant Street Beach

-Red River & Earle Road Beach are similar

-Bank Street, Sand Pond & Brooks Park South are stick built and differ a little but have two stalls with more fixtures (Men and Women)



FLOOR PLAN

SCALE 3/8" = 1'-0"
 PRELIMINARY - NOT FOR CONSTRUCTION

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 CONCRETE PRODUCTS
 New England's Premier Precaster
 800-696-7432 (SHEA)
 www.sheaconcrete.com
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 153 Cranberry Hwy-Rochester, MA
 87 Haverhill Road-Arrestbury, MA
 180 Old Turnpike Rd-Mettingham, NH
 PO Box 520-Wilmington, MA 01887

EASSET
 5119 GARLETT RD
 PO Box 400
 Midway, VA
 22728
 www.easet.com

Seal

McGINNIS & ASSOC.
 STRUCTURAL ENGINEERS
 1110 Westmark Drive
 Saint Louis, MO 63131
 314-835-1224

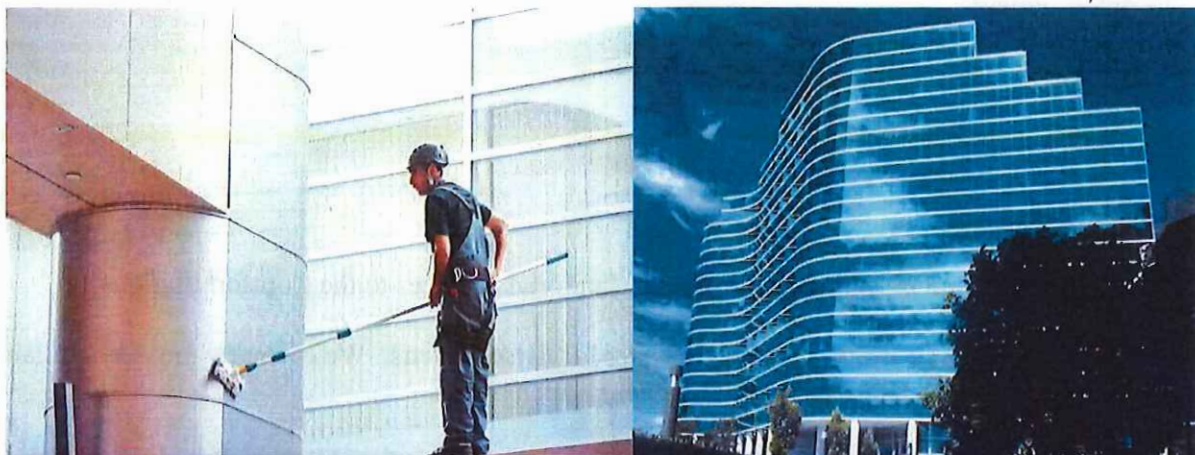
Third Party Inspection Agency
 ASAP Engineering & Design Co.
 155 East Grove Street
 Middleborough, MA 02546
 508-946-3561

Date	Description	Rev.	By
01/24/14	FOR APPROVAL	1	MAF
		2	
		3	

Project
8'-0" x 16'-0" x 10'-3" h
HARWICH PUBLIC
RESTROOMS
 100 OAK ST. & LONG POND BEACH
 HARWICH, MA 02545

Drawing Title
FLOOR PLAN

Drawn By: MAF	Scale: AS NOTED
Issue Date: 01/24/2014	Sheet No. A-1



Town of Harwich



IFB for Comfort Station Janitorial Services

April 21, 2022



April 19, 2022

Joseph F. Powers
Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645

Mr. Powers,

Please find enclosed our proposal to provide Janitorial Services to the Comfort Stations

S. J. Services Inc. is a leading contract cleaner in Massachusetts. We currently provide similar seasonal restroom cleaning programs to other municipalities.

S. J. Services Inc. has been certified by the Massachusetts Criminal History Systems Board to have speedier and more direct access for background checks of our employees. We use the CORI and SORI background checks as well as other background checks to assure that responsible people are in place at all of the facilities that we clean.

We are experienced in **Green** cleaning programs and will partner you in these efforts, which will bring extra value and a healthier environment for the Town of Harwich and its residents.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D Shea'.

Daniel Shea
Director of Business Development
danielshea@sj-services.com
(351) 201-9276

Hartford, CT

235 Newbury Street
Danvers, MA 01923
978.750.1033
www.sj-services.com

Manchester, NH



Experience

Our Mission Statement:

"S. J. Services Inc. is a leading building service contractor providing excellent building services to our clients while providing to our associates a safe, honest and healthy work place and industry leading compensation."

S. J. Services Inc. is a full-service contract cleaning company with over 39 years of continuous operations and day-to-day management by the founding principles. Our management team has more than 150 years of combined experience managing cleaning and maintenance programs for our clients.

On a daily basis, we employ over 1,200 cleaners cleaning in over 40 million sq. ft. of floor space.

As a leader in our industry within the Northeast region, we maintain one of the best contract retention rates in the industry as a result having a productive, cost effective and consistent program of service. We believe our strong client satisfaction levels are a direct result of our comprehensive training programs.

SJS currently services over 150 municipalities and state agencies throughout New England.

S. J. Services' maintains six emergency service crews that are available 24 hours a day, 7 days per week to respond to virtually any cleaning situation.

Memberships in Professional and Related Associations

S. J. Services Inc. is a member of the following organizations;

- Massachusetts FAC114 Certified Vendor.
- Massachusetts DCAMM Certified Vendor.
- APPA, Leadership in Educational Facilities.
- ISSA, Worldwide Cleaning Association.
- Building Services Contractors Association International (BSCAI).
- Maintenance Contractors of New England Association.
- Rhode Island DCAMM Certified Vendor.
- Federal GSA, Building Maintenance & Operations, Best-in-Class Vendor.

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www.sj-services.com

Providence, RI

TOWN OF HARWICH
COMFORT STATION JANITORIAL SERVICES
Bid Form


The above referenced company agrees to furnish Comfort Station Janitorial Services as indicated in these specifications for the Price indicated below.

For May 27, 2022 – October 11, 2022:

Dollar amount: \$ 47,388.

In written words: Forty-seven thousand, three hundred eighty-eight dollars

S. J. Services, Inc.
Company Name


Director of Business Development
Authorized Signatory & Title

235 Newbury Street

Daniel Shea
Printed Name

Danvers, MA 01923
Address

351-201-9276
Telephone #

Alternate Contact Name/Number Joe Feliciano / 978-304-3196

Corporate Seal



References & Similar Project Experience

Please see our reference information below for other facility clients of SJS.

Client Name	Town of Plymouth
Address	159 Camelot Drive, Plymouth, MA 02360
Contact Person	Nicholas Hill
Telephone Number	508-747-1620
Description of Services	Eight public restrooms cleaned up to three times per day, seven days per week, from April 1 - November 30.
Dates of Service	2018-2020 and began again in 2022.

Client Name	Town of Easton
Address	130 Center Street, North Easto, MA 02356
Contact Person	Todd Texeira
Telephone Number	508-326-0986
Description of Services	Daily cleaning services and COVID-19 disinfecting services to five municipal buildings.
Dates of Service	2018- Present

Client Name	Whitman-Hanson Regional School District
Address	610 Franklin St. Whitman, MA 02382
Contact Person	Ernie Sandland
Telephone Number	781-618-7435
Description of Services	Daily cleaning and COVID-19 disinfecting services, dayporters and project work to six public schools.
Dates of Service	2011 - Present

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Manchester, NH



Public Restroom Experience

SJS understands the logistical challenges of cleaning multiple public use locations, multiple times per day, seven day per week. We are experienced in servicing these types of seasonal public restroom contracts. Here is a brief history of similar contracts that SJS is currently performing or has recently performed regarding seasonal public restrooms:

- **Town of Harwich, MA Beach Restrooms** – Ten public restrooms cleaned twice per day, seven days per week, from Memorial Day – Columbus Day. Contract held for the 2020 season.
- **Town of Dennis, MA Beach Restrooms** – Twelve public beach restrooms cleaned twice per day, seven days per week, from Memorial Day – Columbus Day. Contract held from 2015 - 2020.
- **Town of Plymouth, MA Public Restrooms** – Eight public restrooms cleaned up to three times per day, seven days per week, from April 1 – November 30. Contract held from 2018 - 2020. We just began again in 2022.
- **City of Salem, MA Public Restrooms** – Ten public restrooms cleaned once per day, seven days per week, from April 1 – November 15. Contract held since 2012.
- **State of Rhode Island Beach Restrooms** – Nine public beach restrooms in the Narragansett and Westerly, RI areas. The restrooms are serviced seven days per week and receive one full deep cleaning per day and the touch points are disinfected every two hours during the hours of operation. Contract started in 2020.
- **Massachusetts Department of Transportation** – Sixteen Rest Stops with restrooms along major highways throughout the Commonwealth. Contract held since 2020.
- **City of Newport, RI Public Restrooms** – Five public restrooms cleaned one to three times per day on a changing schedule throughout the year based on seasonality. Contract held from 2016 – 2018.
- **Town of Wellfleet, MA Beach Restrooms** – Nine beach restrooms cleaned three times per day, seven days per week, from Memorial Day – Labor Day. SJS held this contract from 2017 – 2018.

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Employee Training

S. J. Services Inc. places a strong emphasis on training throughout the company. We recognize the value for all involved as a properly trained employee has far less safety and QC issues than an untrained cleaner.

ALL employees in the company receive both initial and on-going training through in-house programs, off-site seminars and on-line training including; general business, environmental, facilities management, and the latest innovations within the janitorial industry. SJS shall provide employee certifications of job related training upon award of contract.

Training Highlights

- Safety training
 - OSHA, environmental, general
 - Sharps
 - Emergency protocols
 - Wet floor training, use of wet floor and other signage
 - Personal Protective Equipment (PPE) use
 - Hazcom (hazard communication), Right to Know
 - Proper use of extension cords
- Equipment and Product training
 - Proper use, care and storage of all tools, equipment and cleaning agents
 - Green Seal cleaning products and systems
 - Anti-microbial
 - Equipment repair
- Procedures training
 - Disinfecting
 - Methodology and assignments
 - Blood borne pathogens, Infection Control
 - HIV Awareness, Hepatitis B precautions
 - Asbestos Awareness (AHERA)
 - Universal Precautions
 - Communication
 - Cross-contamination
 - Restroom sanitation
 - Carpet care
- Other
 - Sexual harassment
 - Site specific security training
 - Active Shooter
 - Key Control
 - English as a Second Language



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CleanCheck[®]

training made simple[®]

CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment. Complete with bilingual video tutorials, training manuals, on-the-job cards and testing tools, CleanCheck is a thorough program that trains employees and keeps you compliant.



Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service

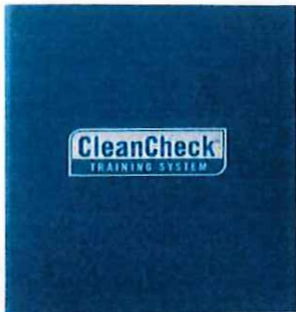
CLEANCHECK® TRAINING SYSTEM

Your employees are your most valuable resources. To ensure quality workmanship, thorough and effective training is a must. Whether training existing employees or new hires, CleanCheck is the ultimate tool for instilling pride and professionalism, building confidence, minimizing complaints, and cost-effectively managing the talents of your workforce. Spartan's bilingual, web and DVD-based CleanCheck Training System makes fast work of administering instructor-led and self-directed training. CleanCheck modules cover basic and advanced topics for a variety of cleaning operations, including specialty facility areas. Plus, comprehensive Safety modules thoroughly demonstrate Bloodborne Pathogen Standards as well as OSHA Compliance. CleanCheck meets the requirements for the CIMS-GB Standard as well as CMI Advanced Standards. Online and hard copy testing adapts to both individual and group training situations. CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment.



TRAINING VIDEOS

The CleanCheck Training Videos provide step-by-step procedural instruction on cleaning specific areas in your facility. Each video module covers the cleaning process end-to-end, but is also offered in single chapters so specific tasks can be easily revisited or re-trained. Available in both English and Spanish, CleanCheck video modules also offer DVD or web-based viewing to meet the needs of your diverse and dispersed organization.



TRAINING MANUAL

The CleanCheck Training Manual includes detailed instructions on proper cleaning and procedures. Pages can be used as a handout during employee training, or a reference for employee training and re-training. As with all CleanCheck components, images and color-coded product categories reinforce the procedures taught in the instructional video modules.

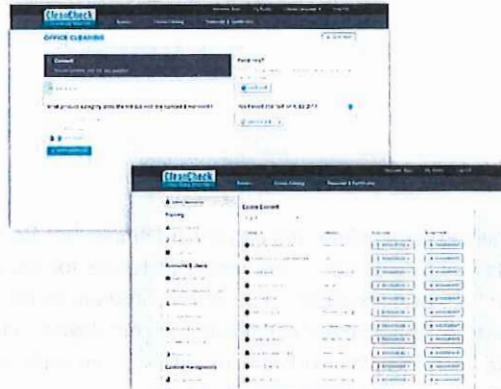
SIMPLE ONLINE ACCESS

COURSES



VIDEO TUTORIALS

WEB-BASED TRAINING



ACCOUNT MANAGEMENT

ON-THE-JOB CARDS

The CleanCheck job cards allow employees to perform each cleaning step with confidence when they're ready to clean by themselves. Housed with dual rings, you can easily separate and customize your card set based on which employees will need which job cards depending on their cleaning tasks. Employees can simply check off each step as it's completed with the provided erasable pen. CleanCheck job cards follow the procedural instructions covered in the video modules and manuals.

Cards are bilingual (English on front, Spanish on back)

Color-coded list of products required for this section

Complete each step in the order they are presented

Check off your work as it is completed

Use the product(s) when indicated within a step

COLOR-CODED PRODUCT CATEGORIES

CleanCheck utilizes color-coded product categories to identify which products are right for the job. Displayed as colored/numbered dots throughout the videos, cards, and manuals, CleanCheck includes corresponding stickers that can be applied to the actual product containers so there is a direct association between each chemical and the cleaning category identified in the training and CleanCheck job cards. This provides more assurance that the right product is used for each cleaning challenge.



ONLINE TESTING, TRACKING, AND CERTIFICATION

When training is complete, you can reward employees for a job well done. Online testing is available and provides track-able results for each employee. Test questions focus on the basic concepts, while correct answers facilitate success and professional workmanship. Personalized certificates with employee name and area mastered are available upon completion of each module. These certificates can be printed for compliance documentation and presented to employees.



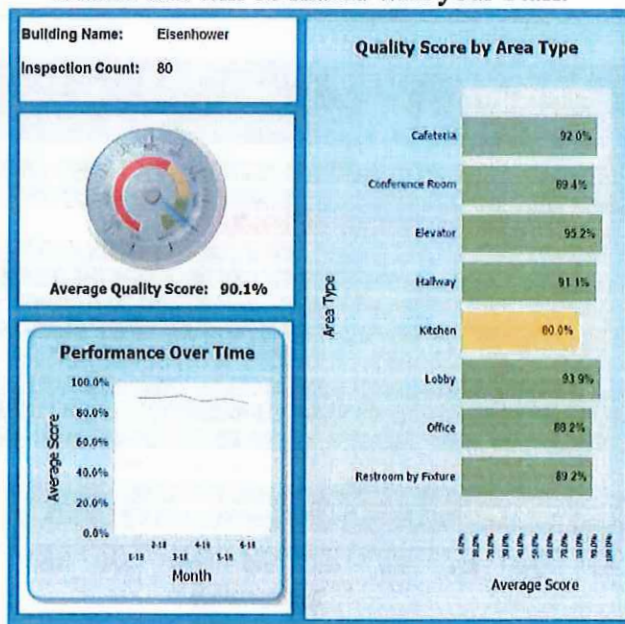


Technology & Innovation - Custodial Management Software

SJS partners with Spartan Chemical Company and as a partner with Spartan Chemical Company, SJS uses their Custodial Management Software, CompuClean. CompuClean is a complete cloud based custodial data management solution that SJS will implement. We currently use CompuClean for many of our current clients.

SJS will use CompuClean for Quality Assurance/Inspections, Capital Equipment Management, Supply Inventory Management and Project Work Management. Key features of these items that SJS will implement with CompuClean include:

- **Quality Assurance and Inspections:**
 - SJS will create custom electronic inspections custom designed for each facility.
 - The inspections will be performed by the SJS Dedicated Account Manager, Assistant Account Manager, and the 3rd Shift Lead Supervisor.
 - These inspections will be used for the risk/reward review.
 - Inspections can be performed online or offline and will be performed through the mobile app on SJS supplied iPhones.
 - Tracks performance by building, employee and supervisor.
 - Below are a few examples of the inspection reports that CompuClean creates and will be shared with your Staff.




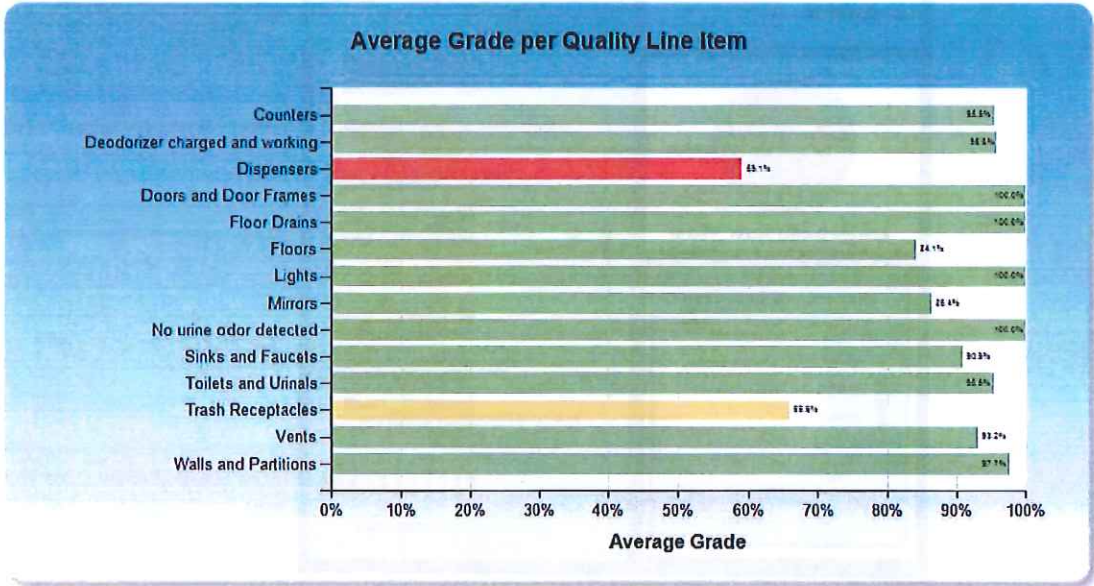
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Quality Inspection Details Report				
Date Range: 10/8/2018 - 10/22/2018				
Signature: _____				
Grade: 89%	Building: Eisenhower	Account: Joe's Cleaning Company		
Insp. Date: 10/9/2018 9:31 AM	Room Id: Classroom 101	Inspector: Admin		
Sequence #: 3498	Area Type: Classroom	Employee: Xavier Jones		
Shift: 2	Floor Type: Finished Hard Floor	Supervisor: Nicole Ryder		
Insp. List: Classroom	Floor Level: 1	Cost Center:		
Inspection Item	Weight	Score	CA Status	Detail Code
Floors	1	1		-
Walls	1	1		-
Furnishings	1	1		-
Tables and Chairs	1	1		-
Doors and Door Frames	1	1		-
Windows	1	1		-
Vents	1	1		-
Lights	1	1		-
Trash Receptacles	1	0	Complete	Trash Full - Trash full or not emptied
Whiteboards or Chalkboards	0	0		-
Comment: Make sure Trash is emptied every night				
				
<div style="border: 1px solid black; padding: 2px; display: inline-block;">Trash was not emptied</div>				



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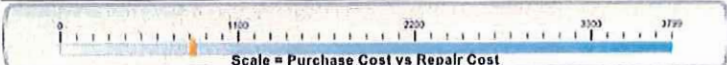
Manchester, NH



Capital Equipment Management:

- Create and maintain a detailed list of our equipment by building.
- Create a preventative maintenance schedule.
- Document repairs.
- Below are a few examples of the Equipment Tracking reports generated by CompuClean including a sample of an equipment list by location and a detailed report on one specific piece of equipment.

Account: Joe's Cleaning Company									
Location: Eisenhower									
Equipment Id	Equipment Name	In Warr.	Warr. Yrs	Manufacturer	Vendor	Purch. Date	Curr. Value	Purch. Cost	
1400VC	14" Vacuum Upright Cleaner	Yes	5	ABC Equipment	Sparta Supply, Inc.	3/24/2015	\$160.00	\$400.00	
1715FM	17" Floor Machine	No	3	ABC Equipment	UPB Wholesale	8/28/2010	\$0.00	\$2,400.00	
2200CFD	Carpet and Floor Dryer	No	3	ABC Equipment	Sparta Supply, Inc.	1/12/2011	\$0.00	\$219.99	
78897644	Precor Treadmill	Yes	4	Precor	PRG Supply, Inc.	1/4/2016	\$5,666.67	\$9,500.00	
Location: Pershing Square									
Equipment Id	Equipment Name	In Warr.	Warr. Yrs	Manufacturer	Vendor	Purch. Date	Curr. Value	Purch. Cost	
ED12W	12 Gallon Wet Dry Vacuum	No	5	ABC Equipment	Sparta Supply, Inc.	6/9/2011	\$0.00	\$392.00	
TSA7995	Back Pack Vacuum	No		ABC Equipment	PRG Supply, Inc.	8/4/2010	\$0.00	\$415.00	
TSA7996	Back Pack Vacuum	No		ABC Equipment	PRG Supply, Inc.	8/4/2010	\$0.00	\$415.00	
XY345	Advance Ride on Scrubber 32"	No	3	Advance	PRG Supply, Inc.	3/3/2015	\$7,499.85	\$18,749.63	

Account: Joe's Cleaning Company					
	Equipment ID:	2200CFD	Equip. Name:	24" Walk Behind Scrubber	
	Location:	Eisenhower	Equip. Type:	Floor Care	
	Manufacturer:	ABC Equipment	Warranty Status:	Out of Warranty	
	Vendor:	Sparta Supply, Inc.	Service Vendor:	We Fix R	Deprecation Yrs: 5
	Purch. Date	1/12/2013	Purch. Cost:	\$3,799.00	Current Value: \$0.00
Repairs List					
Description	From PM	Scheduled	Completed	Parts	Labor
Repair faulty cord and switch	No	1/25/2014	1/21/2014	\$50.00	\$50.00
Does not run. Fixed faulty switch	No	6/2/2014	6/4/2014	\$25.00	\$30.00
Replaced faulty switch	No	3/3/2017	3/7/2017	\$15.00	\$25.00
Annual maintenance - replaced broken motor housing	Yes	1/24/2014	2/5/2014	\$50.00	\$50.00
Annual maintenance - replaced motor	Yes	1/24/2015	12/12/2014	\$120.00	\$250.00
Annual maintenance	Yes	1/24/2016	1/25/2016	\$0.00	\$50.00
Annual maintenance - replaced squeegee	Yes	1/24/2017	1/24/2017	\$75.00	\$75.00
Annual maintenance	Yes	1/24/2010			
PM Overdue: 1	PM Completed: 4	PM Completion %:	44.44 %	\$335.00	\$480.00
					

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Manchester, NH



- **Supply Inventory Management:**

- Track supply inventory electronically to ensure there is an adequate inventory.
- Track inventory movement.
- Track supply requests from building supervisors
- Track building usage by product.
- Manage the Safety Data Sheets of specific products.

- **Project Work Management:**

- Create a schedule for the periodic deep cleaning projects for each building to ensure all project are completed at their designated frequency.
- Document the progress of each project.
- Automatically schedules next project upon completion.
- Alerts for upcoming projects.
- A few examples of the Project Work Tracking reports generated by CompuClean are below including a summary of projects and a project calendar.

Account: Joe's Cleaning Company						
Id	Project Name	Location	Area Frequency	Schedule Date	Assignee	Status
415	Top Scrub & Recoat	E & L / Classroom 121_Tile	Twice a year	9/24/2018	Limited User	Completed
	Actual Start Date	Completed Date	Last Occurance Date	Actual Time	Task Time	Estimated Time
	9/24/2018	9/24/2018 1:11:11 PM	9/24/2018	03:53:24	01:18:13	03:15:34
406	Carpet Extraction	Eisenhower / Coat Closet	Twice a year	9/26/2018	mfabian	Completed
	Actual Start Date	Completed Date	Last Occurance Date	Actual Time	Task Time	Estimated Time
	9/26/2018	9/26/2018 1:11:41 PM	9/26/2018	02:45:00	01:11:05	00:24:14
341	Top Scrub & Recoat	Southfield Square Center / Conference Room	Twice a year	10/1/2018	mfabian	Completed
	Actual Start Date	Completed Date	Last Occurance Date	Actual Time	Task Time	Estimated Time
	10/1/2018	10/1/2018 1:12:08 PM	10/1/2018	02:48:00	01:18:13	03:15:34
493	Carpet Extraction	E & L / Lobby	Quarterly	10/22/2018	mthomas	Completed
	Actual Start Date	Completed Date	Last Occurance Date	Actual Time	Task Time	Estimated Time
	10/22/2018	10/22/2018 1:13:05 PM	10/22/2018	00:30:00	02:22:12	00:21:36
498	Carpet Extraction	E & L / Lobby	Quarterly	10/22/2018	mthomas	Completed
	Actual Start Date	Completed Date	Last Occurance Date	Actual Time	Task Time	Estimated Time
	10/22/2018	10/22/2018 1:13:39 PM	10/22/2018	01:00:00	02:22:12	00:21:36
Open Proj. Count: 0		Assigned Proj. Count: 0		Completed Proj. Count: 5		Total Proj. Count: 5

Hartford, CT

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Reset Filters Unassigned Project 0 Work Requests: 3 October 2018 YEAR MONTH CALENDAR WEEK TODAY

Mon	Tue	Wed	Thu	Fri	Sat	Sun
1 [Event]	2	3	4	5 [Event]	6	7
8	9 [Event]	10	11	12	13	14
15	16	17	18	19	20	21
22 [Event] [Event]	23 [Event]	24	25	26	27	28
29	30	31				
[Event] [Event]					10 [Event] [Event] [Event]	11 [Event] [Event] [Event]

Additional information on CompuClean is on the following pages:

Hartford, CT

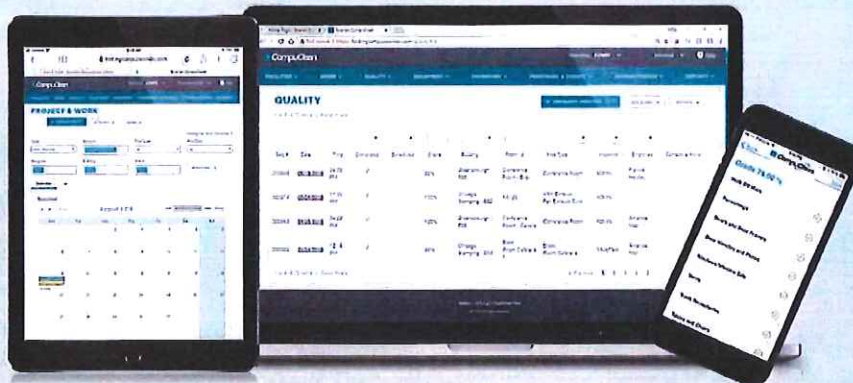
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Spartan Chemical Company

Custodial Management Made Simple™

Because your world is busy enough.



Powerful Management Tools at Your Fingertips

CompuClean® by Spartan Chemical Company, Inc. offers multi-lingual solutions for a host of custodial management challenges with the convenience of cloud-based accessibility.

QUALITY ASSURANCE

Perform quick and effective mobile inspections with the CompuClean Mobile App for iPad®, iPhone®, iPod Touch®, and Android™ devices.

- Inspect any facility with a custom-designed inspection program to drive performance
- Capture signatures to verify inspections
- Create, assign, and complete corrective actions to document resolution of issues
- Capture, track, annotate, and caption images to reinforce inspection results
- Offline mobile inspection capability for audits in areas with no network coverage
- Bar code and scan areas for instant inspection creation



WORK MANAGEMENT

Design a custom work plan for your facilities and effectively communicate assignments and requests to your cleaning personnel.

- Accept work requests from customers and building occupants through a branded web portal
- Text and email notifications of project and work order assignments
- ISSA 612 based workloading
- Customize cleaning and project tasks, productivity rates, and frequencies
- Balance work assignments for maximum employee performance
- Estimate labor costs for new facilities
- Generate charts and graphs to deliver immediate feedback



INVENTORY MANAGEMENT

Streamline inventory purchasing and tracking to reduce costs and eliminate shortages.

- Improve budget forecasting
- Track transfers and consumption, and identify usage discrepancies
- Document green and certified product usage
- Track SDS for chemicals



CAPITAL EQUIPMENT TRACKING

Get a handle on repair and maintenance costs for your cleaning equipment.

- Reduce down-time and extend equipment life
- Proactive preventative maintenance scheduling
- Store electronic manuals and documentation
- Document repair expenditures and maintenance costs



Cloud and Mobile App Convenience

Instant access, anywhere availability, and included support services make CompuClean an unbeatable value when you partner with Spartan Chemical.

CONVENIENCE

- Available in English, Spanish, and Portuguese
- Same-day account access
- Access complete information anywhere you have an internet connection

VALUE

- Full-access to all program features
- Training and support are included
- Upgrades are applied automatically
- Nominal annual fee to cover server maintenance and program enhancement

SERVICE AND SUPPORT

- One-on-one implementation support and data migration
- Custom online training available
- Telephone support included
- Two-day, hands-on CompuClean seminars at Spartan

SECURITY

- All information is fully encrypted
- Data is backed up to multiple locations throughout the day
- Access is password protected
- Information is confidential and never shared

SUPPORTED INTERNET BROWSERS

- Google Chrome™, Mozilla Firefox®, Microsoft Edge, Safari, and Internet Explorer® 11

SUPPORTED MOBILE OPERATING SYSTEMS

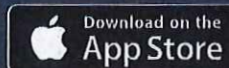
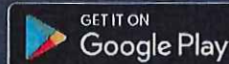
- Android 5.0 or later, tablets and smartphones
- iPads, iPhones, and iPod Touch (iOS 10 or later)



QUALITY ASSURANCE EQUIPMENT MANAGEMENT WORK ORDERS PROJECT MANAGEMENT INVENTORY MANAGEMENT



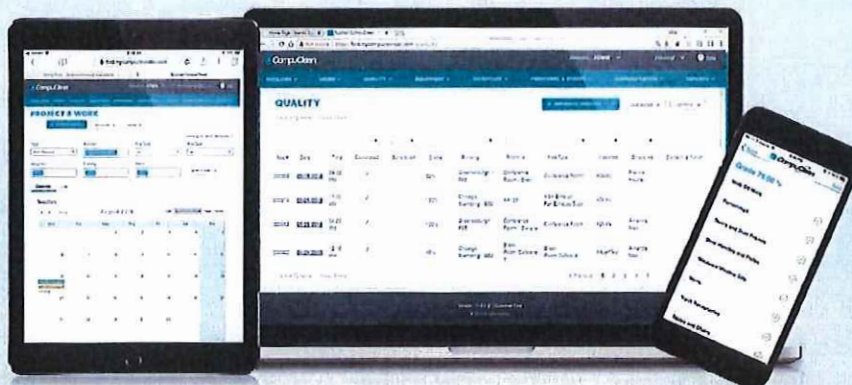
Spartan Chemical Company
1110 Spartan Drive
Maumee, OH 43537
1-800-537-8990
www.spartanchemical.com



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GETTING STARTED

CompuClean is available to Spartan Chemical customers. Please contact your local Spartan distributor or the CompuClean Help Desk at: 800-537-8990 x219. You can also visit us on the web at: www.spartanchemical.com/solutions/facility-management-software





Employee Screening: CORI / SORI

S. J. Services Inc. conducts comprehensive screening of all applicants. We use the following procedures for all applicants.

We are certified by the Massachusetts Criminal History System Board for conducting CORI/SORI background checks.

We have been doing this for many years and have designated our Director of Human Resources, Sheila Hanrahan, as our CORI officer. All employees undergo these checks including all cleaners, managers, executive staff and special service crews.

Other screening procedures:

1. All applicants must fill out a written application.
2. All applicants must present original documents including photo identification from a recognized government agency and a Social Security Card.
3. Social Security numbers are checked with the Social Security Administration.
4. An S. J. Services manager personally interviews all candidates.
5. All work and personal references are checked.
6. Federal I-9 and W-4 forms must be filled out.

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Manchester, NH



Availability of Staff & Emergency Response Plan

S. J. Services Inc. has a proven record of success with dealing with absenteeism and emergency response capability. Our manager will be available by cell phone 24/7.

S. J. Services Inc. has over 50 fully trained and background check cleared cleaners in the Harwich area that are able to respond any time of day and week in the case of an absent employee or for emergency services. These personnel have all received substitute training as well as emergency response needs.

We maintain vans, fully loaded with emergency equipment and supplies, to ensure a prompt and effective response to any emergency. Our emergency crew service supervisors and Special Service Crew Supervisor are trained and experienced in OSHA and EPA guidelines in dealing with emergency situations.

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Green Cleaning

S. J. Services has a strong commitment to **Green Cleaning** and eliminating “cross-contamination” because we recognize the benefits it provides to the building occupants and maintaining a healthy building environment.

Our standard program includes Green Seal certified cleaning products and equipment that are environmentally sensitive and prevent cross contamination as a result of janitorial procedures and equipment. Research shows occupants of buildings with environmentally sensitive cleaning programs, that help to improve Indoor Air Quality, are more productive and health related issues are decreased.

- Green Seal certified cleaning products
- Dispensing Control Units to provide proper chemical dilution and inventory control
- Continued staff training and education in the proper use and application of equipment and cleaning solutions.
- Color-coded wet mop system so, for example, mops that are used in restrooms and not used in other parts of the building. See below:



BLUE
Mirrors/Glass

GREEN
General

RED
Toilets/Urinals

YELLOW
Dusting

GRAY
Cafeteria

We shall maintain this program and the costs are included in our pricing so there is no added charge.

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Insurance

S. J. Services is fully insured and the following pages contain an illustration of our current coverage.

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