

SELECTMEN'S MEETING AGENDA*

Monday, June 1, 2020

Executive Session 6:15 P.M.

Regular Meeting 6:30 P.M.

REMOTE PARTICIPATION ONLY

Public can access meeting at Channel 18 (Broadcasting Live)

OPEN PUBLIC FORUM – NEW STEPS – PLEASE READ

For those members of the public wishing to make comment you may do so by a combination of email and phone by;

1. First, send an email to comment@town.harwich.ma.us (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter “request to speak, your name”
 - b. No need to add any more detail to email
2. **After the meeting has started** you will receive an email with the meeting dial-in number and passcode.
3. After the Chairman has opened the agenda item for Open Public Forum the **meeting will be opened to new attendees**. Callers will be taken in the order the emails are received. Use *6 to mute and unmute your phone. When you join the meeting by phone you should turn off channel 18 or your computer if streaming the meeting.

I. **EXECUTIVE SESSION**

Pursuant to MGL c.30A, §21(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel; Chief of Police, Incoming Fire Chief and Finance Director.

II. **CALL TO ORDER**

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

- A. COVID-19 Updates
- B. Update on ongoing efforts by the Town in support of the Business Community during the COVID-19 Pandemic

V. **PUBLIC HEATINGS/PRESENTATIONS**

- A. Discussion and Possible Vote – To approve Proposed Disposal Area fee increase to Residential Sticker fees, Non-Resident Sticker fees and Recycle only fees

VI. **NEW BUSINESS**

- A. Vote to award the Bond Anticipation Notes
- B. Discussion and Possible Vote – Designate the Interim Town Administrator as Hearing Officer for a Hearing to be held relative to the alleged violations regarding On-Premises Consumption of alcohol at Port Restaurant and Bar, 541 Route 28, Harwich and Ember, 600 Route 28, Harwich during COVID-19 Restrictions

VII. **OLD BUSINESS**

- A. Town Administrator Search Update – Norman Clarke – Town Administrator Search Committee

VIII. **CONTRACTS**

- A. Discussion and Possible Vote - Weights and Measures Services Inter-Municipal Agreement between Town of Harwich and Town of Barnstable – Vote
- B. Vote – Authorize the extension of the Golf Cart Contract at Cranberry Valley Golf Course – 16.75% of Gross Golf Cart Revenue

IX. **OPEN PUBLIC FORUM**

- A. See dial in instructions above

X. **TOWN ADMINISTRATOR'S REPORTS**

XI. **SELECTMEN'S REPORT**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Danielle Delaney

Date: _____ May 28, 2020

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Interim Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

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

CC: Meggan Eldredge, Health Director

RE: COVID-19 Updates for the week of June 1, 2020

DATE: June 1, 2020

As we progress through Phase 1 as identified by Governor Baker and anticipate Phase 2, potentially as earlier as Monday, June 8, 2020, I will be presenting you with various operational resumption plans related to town departments, projects or activities.

This week's packet includes information on two such resumption plans for:

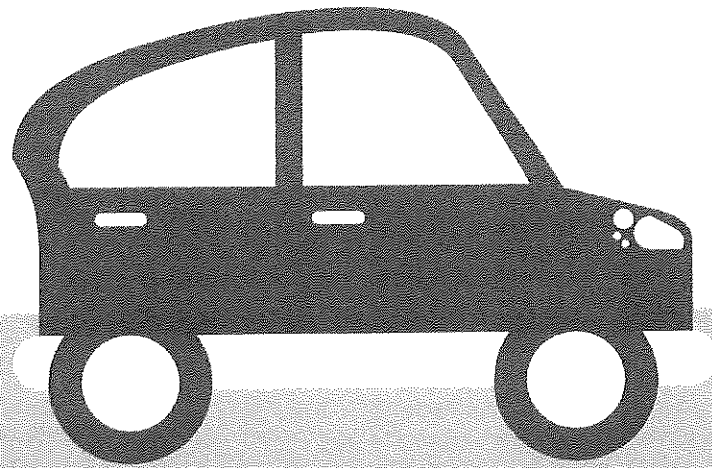
1. Curbside pickup at the Brooks Free Library beginning the week of June 8th; and
2. Reopening of the Harbormaster's Office to the general public in a limited capacity and in accordance will applicable Commonwealth of MA and CDC guidelines.

Both Ginny and John will present their plans to you this evening. I thank them and their staffs for their efforts in establishing these plans and working towards implementing them as quickly and safely as possible.

Lastly, I am very pleased to let you know that planning for the Monomoy Regional High School Graduation for the Class of 2020 continues and staff is meeting remotely on Thursday, June 4th to finalize resource planning from both the towns of Harwich and Chatham in support of this wonderful community event.

NEW SERVICE STARTING SOON!

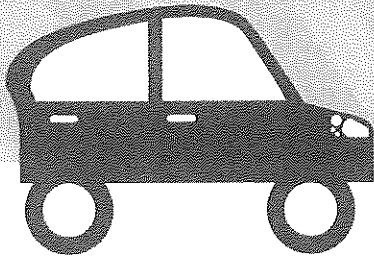
Curbside Pickup



New requests will be taken the week of June 1st!

Curbside pickup begins the week of June 8th!

Brooks Free Library
739 Main St Harwich MA 02645
508-430-7562 ext. 1
brooksfreelibrary.org



Curbside Pickup is coming to Brooks Free Library

The book drop is open!

The book drop is open for library materials only. Please no donations at this time. All returned items are being quarantined for a period of time before being re-shelved or recirculated. If you can't make it by to return materials don't worry. All due dates are extended to June 30th and no fines will accrue!

Week of June 1st- Requesting Materials Begins

You can place holds on library materials through the CLAMS online catalog or by calling the library at 508-430-7562 ext. 1. Staff are available to take calls Monday through Friday between 10 am - 4 pm. Until the delivery service between libraries resumes, requests are limited to items in the Brooks Free Library collections. New requests will be filled in the order in which they were received and staff will call you to schedule a time for you to pick up your items. We will not be able to fill unscheduled service requests so please wait for staff to call you to schedule a pickup before coming to the Library.

Week of June 8th- Curbside Pickup Begins

Staff will be taking all required precautions to ensure your materials are safe to pick up. All curbside and building staff will be wearing masks. More detailed instructions on the pickup process will be given when staff call to schedule your pickup time.

- Priority will be given to the items that have been waiting on the hold shelf since we closed on March 13th. So if you see us testing the curbside procedure during the week of June 1st, we are just clearing the hold shelf to make more room for your new requests!
- Reminder: All library patrons must wear a mask during pickup.

Brooks Free Library
739 Main St Harwich MA 02645
508-430-7562 ext. 1
brooksfreelibrary.org

BROOKS FREE LIBRARY PLAN FOR CURBSIDE PICKUP PHASE

Virginia Hewitt, 5.28.20

This plan for curbside pickup service is part of a larger Brooks Free Library Plan for the Phased Resumption of Services to the Public, available on the COVID 19 section of our webpage. (www.brooksfreeibrary.org/reference/novel-coronavirus-covid-19-information/). This plan is a working document, providing a framework for Library operations and services for this phase and moving forward during the COVID19 pandemic. It will be updated as needed in response to operational considerations, directives from public health authorities and guidance from the Mass. Board of Library Commissioners.

The safety of patrons and staff members during this pandemic is our top priority so we have implemented special handling procedures for returned materials during this pandemic. Following guidelines from the Center for Disease Control (CDC), the federal Institute for Museum and Library Services (IMLS), New England Document Conservation Center and the Mass. Board of Library Commissioners the Library is quarantining all returned materials for at least 72 hours before they're handled by staff, checked in and made available to the next patron. Time is considered to be the most effective disinfectant. Once the quarantine period passes, no further disinfection is needed. This isolation period may be adjusted as updated guidance is received from the CDC, IMLS and MBLC.

Procedures for Handling of Returned Materials

- Patrons will place all items being returned into the exterior Book Drop. Items will not be handed to staff to put in the Book Drop.
- No donations of materials are being accepted. Only library materials are to be placed in the Book Drop.
- Additional rolling bins have been procured so that staff members no longer have to handle individual books, audiobooks, DVDs and other library materials when emptying the book return bins in the Book Drop Room.
- The full bin is wheeled from the Book Drop Room to the isolation area in the Meeting Room and labeled with date it's removed from the Book Drop Room.
- After the 72 hour quarantine period staff members bring the bin to a workstation where the items are then checked in. As noted above, utilizing the quarantine period eliminates the need to individually disinfect each item.

Note: CLAMS libraries have agreed to waive overdue fines during the pandemic so patrons will not incur charges caused by the quarantine of materials before check-in.

No-Contact Circulation of Library Materials (aka "Curbside Pickup")

Curbside delivery service will more labor intensive than normal operations for several reasons. The statewide delivery service that brings items from one library to another is restarting soon but it will be weeks before the backlog is cleared and normal operations resume. Until the delivery system is back in service we will not be able to fully utilize the automated system for retrieving patron requests. Curbside pickup also requires more staff time to select items for patrons since they can't browse the collection and select materials for themselves. Initial days and hours will be limited to ensure the service is launched successfully and then expanded as we are able to do so.

- Scheduled appointments will begin June 2nd, starting with patrons who've had items on our hold shelves since before the shutdown in March.
- A mix of morning, afternoon and early evening time slots will be available.
- The initial time periods for curbside pickup are Tuesdays 3 - 7 pm, Thursdays 10 AM - 2 PM, and Fridays from 12 - 4 pm.
- Each appointment will be for a half hour window, for ex. 10 to 10:30 or 11 to 11:30. Patrons may pick up their items any time during the assigned half hour time period.
- The Town has not approved Saturday hours for curbside pickup at this time since they aren't able to provide disinfection services on Saturdays. We plan to offer Saturday service as soon as approved to do so.
- As we gain experience we'll evaluate operations and staffing requirements and the days and hours for curbside pickup will be modified and, if possible, expanded.
- We'll start accepting new requests June 1st with pickup times scheduled beginning the week of June 8th, after the backlog from the hold shelves has been cleared.
- Patrons may place requests online using the CLAMS catalog (www.clamsnet.org).
- Community members who are unable to place requests online or who don't have a specific title in mind may call the Library at (508) 430-7562 ext. 1 Monday through Friday from 10 am to 4 pm for staff assistance.
- Patrons should be prepared to leave a message if staff members are busy assisting other callers. Calls will be returned as soon as possible.
- Curbside pickup service will be limited to items available on our shelves until the delivery system resumes normal operations.
- Staff members will provide readers' advisory services to patrons, collect materials and contact patrons to schedule an appointment for curbside pickup.

- Items will be checked out, bagged, labeled with the patron's last name and placed in the staging area.
- Bags for the scheduled appointment period will be placed on tables outside the entrance on the parking lot side of the building. The building has a generous overhang so we will be able to provide this service rain or shine.
- Staff members will be available to direct patrons but pick-up will be self-service. Patrons will park their vehicles, walk to the pick-up area and collect their bag.
- Pick-up is expected to be a quick process but patrons will be asked to wait in appropriately distanced waiting spots if a line develops.
- Patrons who are unable to come to the Library due to physical limitations or those in vulnerable populations may enroll in the Books on Wheels homebound delivery service provided by the Friends of Brooks Free Library.

Note: The length of time the Library remains in curbside pickup phase will be determined by conditions in the community, our ability to handle the volume of activity, which is much higher in the summer, as well as the ability of the Town to provide cleaning and disinfection services. It is likely the Library could remain in curbside pick-up phase for weeks or months.

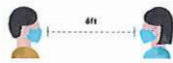
Operational Resumption Plan:

Harbormaster's Office

- Our office hours are 8:00am to 8:00pm daily, 7 days a week during the boating season (Memorial Day to Columbus Day).
- We have been outfitted with Plexiglas protective panel for the customer front counter.
- The setup of our office space... we have a front glass door that leads to a small foyer, and then another glass door that goes to the inside office space. Once inside we have a front counter that the public come to conduct business.
- Type of business for both Harbormaster Dept. and Natural Resources Depts. include: sale of daily and seasonal ramp permits, payment of short-term dockage, payment of transient dockage, purchase of shell fish licenses, payment of waterway user fees, questions regarding ferry, passenger boats and charter boat operations, etc.
- Face coverings will be required of the public to grant entry, and my staff will be required to wear a face cover when dealing with a customer.
- Only one customer at a time will be allowed in the office, and only one waiting customer will be allowed in the foyer, all other customers waiting will be required to wait outside; we will mark with tape 6' distances on the deck leading to the front office door..
- Signage will be posted to notify public of entry requirements, along with social distancing and face covering requirements
- Public Bathrooms are currently closed and will remained closed until further notice. I recommend once the Snack Shack is allowed to have outside seating then we should have public restrooms available. Our locked/coded boater bathrooms are available for slip permit holders and are being cleaned daily multiple times.
- Meggan will be providing Hand Sanitizer dispensers to be positioned at the office front counter



MANDATORY SAFETY STANDARDS



SOCIAL DISTANCING

Businesses and other organizations shall limit occupancy within their office space to no more than

- 25 percent of (a) the maximum occupancy level specified in any certificate of occupancy or similar permit or as provided for under the state building code; or (b) the business or organization's typical occupancy as of March 1, 2020
- Any business or other organization that has been operating as a "COVID-19 Essential Service" as of May 18, 2020 shall have until July 1, 2020 to comply with these occupancy limitations

Businesses and other organizations may exceed this maximum occupancy level based on a demonstrated need for relief based on public health or public safety considerations or where strict compliance may interfere with the continued delivery of critical services

Ensure separation of 6 feet or more between individuals unless this creates a safety hazard due to the nature of the work or the configuration of the workspace

Close or reconfigure worker common spaces and high density areas where workers are likely to congregate (e.g., break rooms, eating areas) to allow 6 feet of physical distancing; redesign work stations to ensure physical distancing (e.g., separate tables, use distance markers to assure spacing)

Cafeterias may operate only with prepackaged food, practicing physical distancing and appropriate hygiene measures

Physical partitions must separate workstations that cannot be spaced out (partitions must be taller than a standing workers)

Limit meeting sizes, ensure 6 feet of social distancing, encourage remote participation

Stagger work schedules, lunch and break times, regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing

Minimize the use of confined spaces (e.g., elevators, control rooms, vehicles) by more than one individual at a time; all workers in such spaces at the same time are required to wear face coverings

Recommended best practices

Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)

Designate assigned working areas (e.g., floor, building) to individuals where possible to limit movement throughout the facility and limit contact between workers

Establish directional hallways and passageways for foot traffic if possible, to minimize contact. Post clearly visible signage regarding these policies

Limit visitors where feasible, and avoid congregation in common areas (e.g., lobbies)



HYGIENE PROTOCOLS

Ensure access to handwashing facilities on site, including soap and running water, wherever possible and encourage frequent handwashing; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative

Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)

Require regular and not less than daily cleaning and sanitation of all high-touch areas such as workstations, door handles, and restrooms

Avoid sharing use of office materials / equipment or disinfect equipment between use (e.g., telephones, fax machines)

Post visible signage throughout the site to remind workers of the hygiene and safety protocols



STAFFING & OPERATIONS

Establish and communicate a worksite specific COVID-19 Prevention Plan for all office locations, including:

- Contact information for local health authorities, including the MA Department of Public Health, and your local / municipal Health Authority
- Regularly evaluate all workspaces to ensure compliance with all Federal, State and Local Guidelines
- Isolation, Contact Tracing, and Communication plan for if a worker is diagnosed as positive with COVID-19, or comes into close contact (within 6 feet for 10 minutes or more) with an individual diagnosed with COVID-19

Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including:

- Social distancing, hand-washing, proper use of face coverings
- Self-screening at home, including temperature or symptom checks
- Importance of not coming to work if ill
- When to seek medical attention if symptoms become severe
- Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus

Workers must wear face coverings when social distancing of 6 feet is not possible, except where unsafe due to medical condition or disability

Employers should establish adjusted workplace hours and shifts for workers (if working in-person, leverage working teams with different schedules or staggered arrival / departure) to minimize contact across workers and reduce congestion at entry points

Limit visitors and service providers on site; shipping and deliveries should be completed in designated areas

Limit business sponsored travel and comply with state and federal travel restrictions / guidelines



MANDATORY SAFETY STANDARDS



STAFFING & OPERATIONS

Workers must stay home if feeling ill

If the employer is notified of a positive case at the workplace, the employer should notify the local Board of Health (LBOH) where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine. Testing of other workers may be recommended consistent with guidance and / or at the request of the LBOH

Post notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines

Log everyone who comes in contact with site to enable contact tracing, including temporary visitors (e.g., those doing material drop-offs)

Workers must continue to telework if feasible; external meetings should be remote to reduce density in the office

Recommended best practices

Workers who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home or arrange an alternate work assignment

Workers are strongly encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer

Encourage workers who test positive for COVID-19, to disclose to the employer of the office for purposes of cleaning / disinfecting and contact tracing



CLEANING & DISINFECTING

Conduct frequent cleaning and disinfection of site (at least daily and more frequently if feasible)

Keep cleaning logs that include date, time, and scope of cleaning

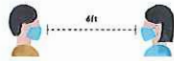
Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, elevator buttons, staircases, vending machine, bathrooms)

Clean shared spaces (e.g., conference rooms) between use and supply cleaning products (e.g., sanitizer, disinfecting wipes)

In event of a positive case, shut down site for a deep cleaning and disinfecting of the workplace in accordance with current CDC guidance



MANDATORY SAFETY STANDARDS



SOCIAL DISTANCING

Ensure separation of 6 feet or more between individuals unless this creates a safety hazard:

- Close or reconfigure worker and guest common spaces and high-density areas where workers or guests are likely to congregate (e.g., break rooms, eating areas, sitting areas, business centers, concierge service areas, lobbies/front desk check-in) to allow 6 feet of physical distancing
- Redesign office spaces, work stations or cubicles, if possible, to ensure workspaces allow for at least six feet of physical distancing
- Physical partitions must separate workstations that cannot be spaced out; partitions must be at least 6 feet tall.
- Arrange for separation of 6 feet or more for guests during check in and check out times by installing separation markers on floor and otherwise limiting opportunities for crowding in lobby and front desk areas
- Establish directional hallways and passageways for foot traffic if possible, to minimize contact among persons in transit. Post clearly visible signage regarding these policies

Face coverings are required for all workers and guests when inside hallways and common areas, except when an individual is unable to wear a face covering due to a medical condition or disability

Guests should enter through doors that are either propped open, if possible, or are automated or manually operated by a worker that is frequently handwashing and/or using proper hand sanitizer

Prohibit gatherings of 10 or more workers during work hours

Limit the number of individuals riding in an elevator and ensure the use of face coverings. Use signage to communicate these requirements

Require workers to avoid handshakes and similar greetings that break physical distance

Workers should not open the doors of cars or taxis. Valet parking operations should be avoided unless necessary due to physical or geographic constraints in order to accommodate individual guests with disabling conditions

Recommended best practices

Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)

Encourage contactless payment methods



HYGIENE PROTOCOLS

Ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands to frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative

Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)

Require that workers wash hands or use hand sanitizer frequently

Provide hand sanitizer in public areas throughout the facility for guest and worker use

Limit sharing of handheld equipment, phones, desks, workstations, and other tools and equipment between workers to the extent possible

Any shared equipment should be sanitized before, during and after each shift or anytime the equipment is transferred to a worker

Post visible signage throughout the site (front and back of the house) to remind workers and guests of the hygiene and safety protocols

Discontinue the use of shared food and beverage equipment in lobbies (including shared coffee brewers). Close manually operated ice machines or use hands free machines

Recommended best practices

Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in offices, guest rooms, and other spaces



STAFFING & OPERATIONS

Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including

- Social distancing, hand-washing, proper use of face coverings
- Self-screening at home, including temperature and symptom checks
- Reinforce that workers who are sick may not appear for work
- When to seek medical attention if symptoms become severe
- Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus

Adjust workplace hours and shifts (working teams with different schedules or staggered arrival / departure) to minimize contact across workers and reduce congestion

Permit breaks outside to enable social distancing, if possible

Stagger staff meal and break times, regulate the maximum number of people in one place, and ensure at least 6 feet of physical distancing

Adjust training and onboarding process to allow for social distancing, conduct remotely if possible

Daily pre-shift meetings should be conducted virtually or in areas that allow social distancing

Minimize shared touch surfaces such as kiosks, tablets, pens, credit cards, receipts and keys

Guest room service, laundry and dry-cleaning services, and amenity deliveries should be made available using contactless pick-up and delivery protocols



MANDATORY SAFETY STANDARDS



STAFFING & OPERATIONS

No buffets or self-service areas with multi-use items are allowed

Limit interaction between workers and outside visitors or delivery; implement touchless receiving when possible

Maintain a log of workers and guests to support contact tracing (name, date, time, contact information) if needed

Remove non-essential amenities (guest-facing water or coffee, coat rooms etc.) from public locations

Remove or limit paper amenities in guest rooms. Remove pen, paper and guest directory, magazines and brochures; supplement with digital material or make materials available upon request

If the employer is notified of a positive case at the workplace, the employer shall notify the local Board of Health (LBOH) in the city or town where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine. Testing of other workers may be recommended consistent with guidance and / or at the request of the LBOH

Post notice to workers and customers of important health information and relevant safety measures as outlined in the Commonwealth's [Mandatory Safety Standards for Workplace](#)

Recommended best practices

Workers who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home

Encourage workers to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer

Encourage workers who test positive for COVID-19 to disclose to the workplace employer for purposes of cleaning / disinfecting and contact tracing



CLEANING & DISINFECTING

Conduct frequent cleaning and disinfection within all common areas of the lodging site (multiple times a day if the lodging site has multiple guest rooms)

Practice enhanced room sanitation by cleaning and sanitizing all hard surfaces at a minimum each time a guest checks out and before the next guest is admitted, and laundering all linens, bedspreads and covers

Dirty linens should be removed and transported from guest rooms in single-use, sealed bags, and pillow protectors on the guest room beds should be changed in between guests at a minimum. Bagging of these items should be done in the guest room to eliminate excess contact while being transported. All bed linen and laundry should be washed at a high temperature and cleaned in accordance with CDC guidelines

Following each departure, consider leaving guest rooms vacant for 24 hours as part of cleaning protocol to allow for deep cleaning, disinfectant and cleaners to dry, and reasonable air exchange

Housekeeping should not enter a guest room while the guest is physically present within the room except at the guests specific request; Housekeeping must otherwise only service rooms when guests are not present and minimize contact with guest personal belongings; Housekeepers should open the doors and windows when possible to increase air circulation

Keep cleaning logs that include date, time, and scope of cleaning

Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, rolling carts, bathrooms)

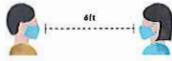
In the event that a guest presents a presumptive case of COVID-19 or a positive case, the room used by that guest may only be returned to service after undergoing an enhanced sanitization protocol, in accordance with CDC guidelines

Recommended best practices

Consider providing cleaning "kits" (portable containers with cleaning supplies) accessible throughout the hotel for areas that will be cleaned periodically throughout the day



MANDATORY SAFETY STANDARDS



SOCIAL DISTANCING

When indoor table service is permitted, restaurants are encouraged to structure operations to operate as much as possible through outdoor table service and to strictly limit indoor table service in order to assure effective compliance with social distancing requirements and to limit activities within confined spaces

Restaurants must comply with the following sector specific social distancing rules for providing dining services in all customer seating areas:

- Tables must be positioned so to maintain at least a 6 foot distance from all other tables and any high foot traffic areas (e.g., routes to bathrooms, entrances, exits); tables may be positioned closer if separated by protective / non-porous barriers (e.g., structural walls or plexi-glass dividers) not less than 6 feet high installed between tables and high foot traffic areas
- The size of a party seated at a table cannot exceed 6 people
- Restaurants may not seat any customers at the bar, but subject to any applicable building and fire code requirements, bar areas may be re-configured to accommodate table seating that complies with all spacing and other requirements in these COVID-19 safety standards
- All customers must be seated; eat-in service to standing customers (e.g., around bar areas) is prohibited
- Restaurants provide carry-out or delivery service, but all safety standards for table separation, size of party, and hygiene must be maintained for any indoor or outdoor table seating that is available to carry-out patrons
- All other amenities and areas not employed for food and beverage service (e.g., dance floors, pool tables, playgrounds, etc.) must be closed or removed to prevent gathering of customers

Ensure separation of 6 feet or more between all individuals (workers, vendors, and customers) unless this creates a safety hazard due to the nature of the work or the configuration of the workspace:

- Close or reconfigure worker common spaces and high density areas where workers are likely to congregate (e.g., break rooms, eating areas) to allow 6 feet of physical distancing; redesign work stations to ensure physical distancing (e.g., separate tables, stagger workstations on either side of processing lines so workers are not face-to-face, use distance markers to assure spacing including in the kitchen area)
- Establish directional hallways and passageways for foot traffic if possible, to minimize contact (e.g., one-way entrance and exit to the restaurant). Post clearly visible signage regarding these policies
- Prohibit lingering in common areas (e.g., waiting areas, bathrooms) and ensure social distancing in common areas by marking 6 feet spacing with tape or paint on the floor and signage
- All customer-facing workers (e.g., servers, bus staff) must minimize time spent within 6 feet of customers

Designate assigned working areas to workers where possible to limit movement throughout the restaurant and limit contact between workers (e.g., assigning zones to servers)

Stagger work schedules and staff meal and break times, regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing

Minimize the use of confined spaces (e.g., elevators, vehicles) by more than one individual at a time

Require face coverings for all customers and workers at all times, except where an individual is unable to wear a face covering due to medical condition or disability

Recommended best practices

Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)

Customers may remove face coverings while seated at tables



HYGIENE PROTOCOLS

All workers must wash their hands frequently, and table servers must wash their hands or apply hand sanitizer between each table interaction

Ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative

Alcohol-based hand sanitizers with at least 60% alcohol should be made available at entrances, exits, and in the dining area

Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)

Post visible signage throughout the site to remind workers and customers of hygiene and safety protocols

Self-serve, unattended buffets, topping bars, drink stations, and other communal serving areas must remain closed

Condiments and similar products (e.g., salt, pepper, and salad dressing) should not be pre-set on tables and should instead only be provided upon request either in single-serving portions (e.g., individual packages or cups) or in serving containers that are sanitized between each use

Menus must be one of the following: 1) paper, single-use menus disposed after each use, 2) displayed menu (e.g., digital, whiteboard, chalkboard), 3) electronic menus viewed on customers' phones / mobile devices

Utensils and place settings must be either single-use or sanitized after each use; utensils should be rolled or packaged. Tables should not be pre-set to reduce opportunity for exposure

Tables and chairs must be cleaned and sanitized thoroughly between each seating



STAFFING & OPERATIONS

MANDATORY SAFETY STANDARDS

When possible, reservations or call ahead seating should be encouraged; managers must ensure that diners waiting for tables do not congregate in common areas or form lines

Restaurants may not provide customers with buzzers or other devices to provide alerts that seating is available or orders are ready; restaurants should instead use no-touch methods such as audio announcements, text messaging, and notices on fixed video screens or blackboards

Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including:

- Social distancing, hand-washing, and requirement and proper use of face coverings
- Modifying practices for serving in order to minimize time spent within 6 feet of customers
- Self-screening at home, including temperature or symptom checks
- Reinforcing that staff may not come to work if sick
- When to seek medical attention if symptoms become severe
- Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus

Restaurant operators should establish adjusted workplace hours and shifts for workers to minimize contact across workers and reduce congestion at entry points

Limit visitors and vendors on site; shipping and deliveries should be completed in designated areas

Workers should not appear for work if feeling ill

Restaurants must screen workers at each shift by ensuring the following:

- Worker is not experiencing any symptoms such as fever (100.3 and above), cough, shortness of breath, or sore throat;
- Worker has not had 'close contact' with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for 15 minutes or more, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic
- Worker has not been asked to self-isolate or quarantine by their doctor or a local public health official
- Workers who are sick or feeling ill must be sent home.

Anyone showing signs of illness may be denied entry

If the employer is notified of a positive case at the workplace, the employer should notify the local Board of Health (LBOH) where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine

Notify workers that they may not work if they test positive for COVID-19 (they should be isolated at home) or are found to be a close contact of someone with COVID-19 (they should be quarantined at home)

Testing of other staff may be recommended consistent with guidance and / or at the request of the LBOH. Post notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines

Post notice to workers and customers of important health information and relevant safety measures as outlined in the Commonwealth's [Mandatory Safety Standards for Workplace](#)

Designate the Person in Charge (105 CMR 590) for each shift to oversee implementation of the guidelines in this document

Restaurants will be allowed to maximize outdoor dining space, including patios and parking lots where available, where municipal approval is obtained

Recommended best practices

When taking reservations and when seating walk-in customers, restaurants should retain a phone number of someone in the party for possible contact tracing

Encourage use of technological solutions where possible to reduce person-to-person interaction (e.g., contactless payment, mobile ordering, text on arrival for seating)

Workers who are particularly high risk to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home or arrange an alternate work assignment

Workers are strongly encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer

Encourage workers who test positive for COVID-19 to disclose to the employer for purposes of cleaning / disinfecting and contact tracing



CLEANING & DISINFECTING

Clean commonly touched surfaces in restrooms (e.g., toilet seats, doorknobs, stall handles, sinks, paper towel dispensers, soap dispensers) frequently and in accordance with CDC guidelines

Keep cleaning logs that include date, time, and scope of cleaning

Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, elevator buttons, staircases)

Implement procedures to increase cleaning / disinfecting in the back-of-house. Avoid all food contact surfaces when using disinfectants. Food contact surfaces must be cleaned and sanitized before use with a sanitizer approved for food contact surfaces. Non-food contact surfaces must be frequently cleaned

In the event of a presumptive or actual positive COVID-19 case of a worker, patron, or vendor, the restaurant must be immediately shut down for 24 hours and then must be cleaned and disinfected in accordance with current CDC guidance before re-opening

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

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Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

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

CC: Meggan Eldredge, Health Director

RE: Update on supporting the Harwich business community during COVID-19 for the week of June 1, 2020

DATE: June 1, 2020

As you have heard by now, Governor Baker released guidance on safety standards for the following sectors of the local economy:

- Operators of Lodgings;
- Restaurants; and
- Office spaces.

This information was released late in the afternoon on Friday, May 29, 2020 so Meggan and I are still reading through this material to understand what is being presented. They are included in your packet following this memorandum.

Additionally, Meggan is scheduled to have a follow-up call hosted by the Department of Public Health (DPH) sometime on June 1st. Lieutenant Governor Polito is designating a portion of her weekly call with Administrators and Managers on Tuesday, June 2nd to these guidance documents. We expect to receive more information from these resources.

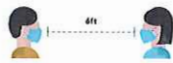
In anticipation of the release of these documents, Meggan has already reached out to local restaurateurs and lodging owners to set up calls for these respective industries to discuss the state's guidance documents.

I am still working with Community Development, Health and Public Safety staff as well as Cyndi Williams of the Chamber of Commerce to brainstorm measures the Town can take to support these vital economic drivers and will have updates on the sector calls this week.

As more information becomes available, we will continue to share with all interested and impacted parties.



MANDATORY SAFETY STANDARDS



SOCIAL DISTANCING

Businesses and other organizations shall limit occupancy within their office space to no more than

- 25 percent of (a) the maximum occupancy level specified in any certificate of occupancy or similar permit or as provided for under the state building code; or (b) the business or organization's typical occupancy as of March 1, 2020
- Any business or other organization that has been operating as a "COVID-19 Essential Service" as of May 18, 2020 shall have until July 1, 2020 to comply with these occupancy limitations

Businesses and other organizations may exceed this maximum occupancy level based on a demonstrated need for relief based on public health or public safety considerations or where strict compliance may interfere with the continued delivery of critical services

Ensure separation of 6 feet or more between individuals unless this creates a safety hazard due to the nature of the work or the configuration of the workspace

Close or reconfigure worker common spaces and high density areas where workers are likely to congregate (e.g., break rooms, eating areas) to allow 6 feet of physical distancing; redesign work stations to ensure physical distancing (e.g., separate tables, use distance markers to assure spacing)

Cafeterias may operate only with prepackaged food, practicing physical distancing and appropriate hygiene measures

Physical partitions must separate workstations that cannot be spaced out (partitions must be taller than a standing workers)

Limit meeting sizes, ensure 6 feet of social distancing, encourage remote participation

Stagger work schedules, lunch and break times, regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing

Minimize the use of confined spaces (e.g., elevators, control rooms, vehicles) by more than one individual at a time; all workers in such spaces at the same time are required to wear face coverings

Recommended best practices

Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)

Designate assigned working areas (e.g., floor, building) to individuals where possible to limit movement throughout the facility and limit contact between workers

Establish directional hallways and passageways for foot traffic if possible, to minimize contact. Post clearly visible signage regarding these policies

Limit visitors where feasible, and avoid congregation in common areas (e.g., lobbies)



HYGIENE PROTOCOLS

Ensure access to handwashing facilities on site, including soap and running water, wherever possible and encourage frequent handwashing; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative

Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)

Require regular and not less than daily cleaning and sanitation of all high-touch areas such as workstations, door handles, and restrooms

Avoid sharing use of office materials / equipment or disinfect equipment between use (e.g., telephones, fax machines)

Post visible signage throughout the site to remind workers of the hygiene and safety protocols



STAFFING & OPERATIONS

Establish and communicate a worksite specific COVID-19 Prevention Plan for all office locations, including:

- Contact information for local health authorities, including the MA Department of Public Health, and your local / municipal Health Authority
- Regularly evaluate all workspaces to ensure compliance with all Federal, State and Local Guidelines
- Isolation, Contact Tracing, and Communication plan for if a worker is diagnosed as positive with COVID-19, or comes into close contact (within 6 feet for 10 minutes or more) with an individual diagnosed with COVID-19

Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including:

- Social distancing, hand-washing, proper use of face coverings
- Self-screening at home, including temperature or symptom checks
- Importance of not coming to work if ill
- When to seek medical attention if symptoms become severe
- Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus

Workers must wear face coverings when social distancing of 6 feet is not possible, except where unsafe due to medical condition or disability

Employers should establish adjusted workplace hours and shifts for workers (if working in-person, leverage working teams with different schedules or staggered arrival / departure) to minimize contact across workers and reduce congestion at entry points

Limit visitors and service providers on site; shipping and deliveries should be completed in designated areas

Limit business sponsored travel and comply with state and federal travel restrictions / guidelines



MANDATORY SAFETY STANDARDS



STAFFING & OPERATIONS

Workers must stay home if feeling ill

If the employer is notified of a positive case at the workplace, the employer should notify the local Board of Health (LBOH) where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine. Testing of other workers may be recommended consistent with guidance and / or at the request of the LBOH

Post notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines

Log everyone who comes in contact with site to enable contact tracing, including temporary visitors (e.g., those doing material drop-offs)

Workers must continue to telework if feasible; external meetings should be remote to reduce density in the office

Recommended best practices

Workers who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home or arrange an alternate work assignment

Workers are strongly encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer

Encourage workers who test positive for COVID-19, to disclose to the employer of the office for purposes of cleaning / disinfecting and contact tracing



CLEANING & DISINFECTING

Conduct frequent cleaning and disinfection of site (at least daily and more frequently if feasible)

Keep cleaning logs that include date, time, and scope of cleaning

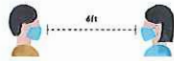
Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, elevator buttons, staircases, vending machine, bathrooms)

Clean shared spaces (e.g., conference rooms) between use and supply cleaning products (e.g., sanitizer, disinfecting wipes)

In event of a positive case, shut down site for a deep cleaning and disinfecting of the workplace in accordance with current CDC guidance



MANDATORY SAFETY STANDARDS



SOCIAL DISTANCING

Ensure separation of 6 feet or more between individuals unless this creates a safety hazard:

- Close or reconfigure worker and guest common spaces and high-density areas where workers or guests are likely to congregate (e.g., break rooms, eating areas, sitting areas, business centers, concierge service areas, lobbies/front desk check-in) to allow 6 feet of physical distancing
- Redesign office spaces, work stations or cubicles, if possible, to ensure workspaces allow for at least six feet of physical distancing
- Physical partitions must separate workstations that cannot be spaced out; partitions must be at least 6 feet tall.
- Arrange for separation of 6 feet or more for guests during check in and check out times by installing separation markers on floor and otherwise limiting opportunities for crowding in lobby and front desk areas
- Establish directional hallways and passageways for foot traffic if possible, to minimize contact among persons in transit. Post clearly visible signage regarding these policies

Face coverings are required for all workers and guests when inside hallways and common areas, except when an individual is unable to wear a face covering due to a medical condition or disability

Guests should enter through doors that are either propped open, if possible, or are automated or manually operated by a worker that is frequently handwashing and/or using proper hand sanitizer

Prohibit gatherings of 10 or more workers during work hours

Limit the number of individuals riding in an elevator and ensure the use of face coverings. Use signage to communicate these requirements

Require workers to avoid handshakes and similar greetings that break physical distance

Workers should not open the doors of cars or taxis. Valet parking operations should be avoided unless necessary due to physical or geographic constraints in order to accommodate individual guests with disabling conditions

Recommended best practices

Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)

Encourage contactless payment methods



HYGIENE PROTOCOLS

Ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands to frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative

Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)

Require that workers wash hands or use hand sanitizer frequently

Provide hand sanitizer in public areas throughout the facility for guest and worker use

Limit sharing of handheld equipment, phones, desks, workstations, and other tools and equipment between workers to the extent possible

Any shared equipment should be sanitized before, during and after each shift or anytime the equipment is transferred to a worker

Post visible signage throughout the site (front and back of the house) to remind workers and guests of the hygiene and safety protocols

Discontinue the use of shared food and beverage equipment in lobbies (including shared coffee brewers). Close manually operated ice machines or use hands free machines

Recommended best practices

Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in offices, guest rooms, and other spaces



STAFFING & OPERATIONS

Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including

- Social distancing, hand-washing, proper use of face coverings
- Self-screening at home, including temperature and symptom checks
- Reinforce that workers who are sick may not appear for work
- When to seek medical attention if symptoms become severe
- Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus

Adjust workplace hours and shifts (working teams with different schedules or staggered arrival / departure) to minimize contact across workers and reduce congestion

Permit breaks outside to enable social distancing, if possible

Stagger staff meal and break times, regulate the maximum number of people in one place, and ensure at least 6 feet of physical distancing

Adjust training and onboarding process to allow for social distancing, conduct remotely if possible

Daily pre-shift meetings should be conducted virtually or in areas that allow social distancing

Minimize shared touch surfaces such as kiosks, tablets, pens, credit cards, receipts and keys

Guest room service, laundry and dry-cleaning services, and amenity deliveries should be made available using contactless pick-up and delivery protocols



MANDATORY SAFETY STANDARDS



STAFFING & OPERATIONS

No buffets or self-service areas with multi-use items are allowed

Limit interaction between workers and outside visitors or delivery; implement touchless receiving when possible

Maintain a log of workers and guests to support contact tracing (name, date, time, contact information) if needed

Remove non-essential amenities (guest-facing water or coffee, coat rooms etc.) from public locations

Remove or limit paper amenities in guest rooms. Remove pen, paper and guest directory, magazines and brochures; supplement with digital material or make materials available upon request

If the employer is notified of a positive case at the workplace, the employer shall notify the local Board of Health (LBOH) in the city or town where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine. Testing of other workers may be recommended consistent with guidance and / or at the request of the LBOH

Post notice to workers and customers of important health information and relevant safety measures as outlined in the Commonwealth's [Mandatory Safety Standards for Workplace](#)

Recommended best practices

Workers who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home

Encourage workers to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer

Encourage workers who test positive for COVID-19 to disclose to the workplace employer for purposes of cleaning / disinfecting and contact tracing



CLEANING & DISINFECTING

Conduct frequent cleaning and disinfection within all common areas of the lodging site (multiple times a day if the lodging site has multiple guest rooms)

Practice enhanced room sanitation by cleaning and sanitizing all hard surfaces at a minimum each time a guest checks out and before the next guest is admitted, and laundering all linens, bedspreads and covers

Dirty linens should be removed and transported from guest rooms in single-use, sealed bags, and pillow protectors on the guest room beds should be changed in between guests at a minimum. Bagging of these items should be done in the guest room to eliminate excess contact while being transported. All bed linen and laundry should be washed at a high temperature and cleaned in accordance with CDC guidelines

Following each departure, consider leaving guest rooms vacant for 24 hours as part of cleaning protocol to allow for deep cleaning, disinfectant and cleaners to dry, and reasonable air exchange

Housekeeping should not enter a guest room while the guest is physically present within the room except at the guests specific request; Housekeeping must otherwise only service rooms when guests are not present and minimize contact with guest personal belongings; Housekeepers should open the doors and windows when possible to increase air circulation

Keep cleaning logs that include date, time, and scope of cleaning

Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, rolling carts, bathrooms)

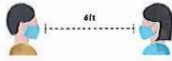
In the event that a guest presents a presumptive case of COVID-19 or a positive case, the room used by that guest may only be returned to service after undergoing an enhanced sanitization protocol, in accordance with CDC guidelines

Recommended best practices

Consider providing cleaning "kits" (portable containers with cleaning supplies) accessible throughout the hotel for areas that will be cleaned periodically throughout the day



MANDATORY SAFETY STANDARDS



SOCIAL DISTANCING

When indoor table service is permitted, restaurants are encouraged to structure operations to operate as much as possible through outdoor table service and to strictly limit indoor table service in order to assure effective compliance with social distancing requirements and to limit activities within confined spaces

Restaurants must comply with the following sector specific social distancing rules for providing dining services in all customer seating areas:

- Tables must be positioned so to maintain at least a 6 foot distance from all other tables and any high foot traffic areas (e.g., routes to bathrooms, entrances, exits); tables may be positioned closer if separated by protective / non-porous barriers (e.g., structural walls or plexi-glass dividers) not less than 6 feet high installed between tables and high foot traffic areas
- The size of a party seated at a table cannot exceed 6 people
- Restaurants may not seat any customers at the bar, but subject to any applicable building and fire code requirements, bar areas may be re-configured to accommodate table seating that complies with all spacing and other requirements in these COVID-19 safety standards
- All customers must be seated; eat-in service to standing customers (e.g., around bar areas) is prohibited
- Restaurants provide carry-out or delivery service, but all safety standards for table separation, size of party, and hygiene must be maintained for any indoor or outdoor table seating that is available to carry-out patrons
- All other amenities and areas not employed for food and beverage service (e.g., dance floors, pool tables, playgrounds, etc.) must be closed or removed to prevent gathering of customers

Ensure separation of 6 feet or more between all individuals (workers, vendors, and customers) unless this creates a safety hazard due to the nature of the work or the configuration of the workspace:

- Close or reconfigure worker common spaces and high density areas where workers are likely to congregate (e.g., break rooms, eating areas) to allow 6 feet of physical distancing; redesign work stations to ensure physical distancing (e.g., separate tables, stagger workstations on either side of processing lines so workers are not face-to-face, use distance markers to assure spacing including in the kitchen area)
- Establish directional hallways and passageways for foot traffic if possible, to minimize contact (e.g., one-way entrance and exit to the restaurant). Post clearly visible signage regarding these policies
- Prohibit lingering in common areas (e.g., waiting areas, bathrooms) and ensure social distancing in common areas by marking 6 feet spacing with tape or paint on the floor and signage
- All customer-facing workers (e.g., servers, bus staff) must minimize time spent within 6 feet of customers

Designate assigned working areas to workers where possible to limit movement throughout the restaurant and limit contact between workers (e.g., assigning zones to servers)

Stagger work schedules and staff meal and break times, regulating maximum number of people in one place and ensuring at least 6 feet of physical distancing

Minimize the use of confined spaces (e.g., elevators, vehicles) by more than one individual at a time

Require face coverings for all customers and workers at all times, except where an individual is unable to wear a face covering due to medical condition or disability

Recommended best practices

Improve ventilation for enclosed spaces where possible (e.g., open doors and windows)

Customers may remove face coverings while seated at tables



HYGIENE PROTOCOLS

All workers must wash their hands frequently, and table servers must wash their hands or apply hand sanitizer between each table interaction

Ensure access to handwashing facilities on site, including soap and running water, and allow sufficient break time for workers to wash hands frequently; alcohol-based hand sanitizers with at least 60% alcohol may be used as an alternative

Alcohol-based hand sanitizers with at least 60% alcohol should be made available at entrances, exits, and in the dining area

Supply workers at workplace location with adequate cleaning products (e.g., sanitizer, disinfecting wipes)

Post visible signage throughout the site to remind workers and customers of hygiene and safety protocols

Self-serve, unattended buffets, topping bars, drink stations, and other communal serving areas must remain closed

Condiments and similar products (e.g., salt, pepper, and salad dressing) should not be pre-set on tables and should instead only be provided upon request either in single-serving portions (e.g., individual packages or cups) or in serving containers that are sanitized between each use

Menus must be one of the following: 1) paper, single-use menus disposed after each use, 2) displayed menu (e.g., digital, whiteboard, chalkboard), 3) electronic menus viewed on customers' phones / mobile devices

Utensils and place settings must be either single-use or sanitized after each use; utensils should be rolled or packaged. Tables should not be pre-set to reduce opportunity for exposure

Tables and chairs must be cleaned and sanitized thoroughly between each seating



STAFFING & OPERATIONS

MANDATORY SAFETY STANDARDS

When possible, reservations or call ahead seating should be encouraged; managers must ensure that diners waiting for tables do not congregate in common areas or form lines

Restaurants may not provide customers with buzzers or other devices to provide alerts that seating is available or orders are ready; restaurants should instead use no-touch methods such as audio announcements, text messaging, and notices on fixed video screens or blackboards

Provide training to workers on up-to-date safety information and precautions including hygiene and other measures aimed at reducing disease transmission, including:

- Social distancing, hand-washing, and requirement and proper use of face coverings
- Modifying practices for serving in order to minimize time spent within 6 feet of customers
- Self-screening at home, including temperature or symptom checks
- Reinforcing that staff may not come to work if sick
- When to seek medical attention if symptoms become severe
- Which underlying health conditions may make individuals more susceptible to contracting and suffering from a severe case of the virus

Restaurant operators should establish adjusted workplace hours and shifts for workers to minimize contact across workers and reduce congestion at entry points

Limit visitors and vendors on site; shipping and deliveries should be completed in designated areas

Workers should not appear for work if feeling ill

Restaurants must screen workers at each shift by ensuring the following:

- Worker is not experiencing any symptoms such as fever (100.3 and above), cough, shortness of breath, or sore throat;
- Worker has not had 'close contact' with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19 for 15 minutes or more, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic
- Worker has not been asked to self-isolate or quarantine by their doctor or a local public health official
- Workers who are sick or feeling ill must be sent home.

Anyone showing signs of illness may be denied entry

If the employer is notified of a positive case at the workplace, the employer should notify the local Board of Health (LBOH) where the workplace is located and work with them to trace likely contacts in the workplace and advise workers to isolate and self-quarantine

Notify workers that they may not work if they test positive for COVID-19 (they should be isolated at home) or are found to be a close contact of someone with COVID-19 (they should be quarantined at home)

Testing of other staff may be recommended consistent with guidance and / or at the request of the LBOH. Post notice to workers and customers of important health information and relevant safety measures as outlined in government guidelines

Post notice to workers and customers of important health information and relevant safety measures as outlined in the Commonwealth's [Mandatory Safety Standards for Workplace](#)

Designate the Person in Charge (105 CMR 590) for each shift to oversee implementation of the guidelines in this document

Restaurants will be allowed to maximize outdoor dining space, including patios and parking lots where available, where municipal approval is obtained

Recommended best practices

When taking reservations and when seating walk-in customers, restaurants should retain a phone number of someone in the party for possible contact tracing

Encourage use of technological solutions where possible to reduce person-to-person interaction (e.g., contactless payment, mobile ordering, text on arrival for seating)

Workers who are particularly high risk to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home or arrange an alternate work assignment

Workers are strongly encouraged to self-identify symptoms or any close contact to a known or suspected COVID-19 case to the employer

Encourage workers who test positive for COVID-19 to disclose to the employer for purposes of cleaning / disinfecting and contact tracing



CLEANING & DISINFECTING

Clean commonly touched surfaces in restrooms (e.g., toilet seats, doorknobs, stall handles, sinks, paper towel dispensers, soap dispensers) frequently and in accordance with CDC guidelines

Keep cleaning logs that include date, time, and scope of cleaning

Conduct frequent disinfecting of heavy transit areas and high-touch surfaces (e.g., doorknobs, elevator buttons, staircases)

Implement procedures to increase cleaning / disinfecting in the back-of-house. Avoid all food contact surfaces when using disinfectants. Food contact surfaces must be cleaned and sanitized before use with a sanitizer approved for food contact surfaces. Non-food contact surfaces must be frequently cleaned

In the event of a presumptive or actual positive COVID-19 case of a worker, patron, or vendor, the restaurant must be immediately shut down for 24 hours and then must be cleaned and disinfected in accordance with current CDC guidance before re-opening



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

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MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: April 27, 2020

RE: FY 21 Disposal Area Fee Recommendations

I need to begin this correspondence with the following disclaimer: I am acutely aware that now is not the time to discuss raising fees on residents given the COVID-19 crisis. However, it has been 5 years (July 1, 2015) since the last increase in residential sticker costs, which was also due to a new Municipal Solid Waste (MSW) contract.

After conducting an analysis of our own expenses and a survey of disposal fees in the towns of Barnstable, Chatham, Orleans, Dennis and Yarmouth, I would like to recommend that the Board of Selectmen consider taking the following action:

- Increase Residential Sticker fee from \$160 to \$180
- Increase Non-Resident Sticker fee from \$180 to \$200
- Increase Recycle Only from \$20 to \$50

The attached FY 21 Full Cost Accounting Analysis of Disposal Area Services includes all the direct costs of providing residential services such as MSW tip fees, fuel, utilities, salaries and other expenses. It also includes indirect costs such as equipment depreciation, employee fringe benefits and salaries allocated from other DPW personnel (administration & vehicle maintenance) that support Disposal Area functions.

My analysis indicates that the Residential Sticker price should be \$184 to accurately reflect the expenses associated with providing residents with solid waste and recycling services. The primary driver in this increase is the expiration of the five year contract we had with New Bedford Waste Services (NBWS) at \$60 per ton, with the new contracts with SEMASS and NBWS being \$90 and \$93.75 per ton respectively. The Municipal Solid Waste (MSW) industry in Massachusetts has experienced significant reduction of disposal capacity over the last year that has driven costs up sharply.

Although the attached spreadsheets break all the Disposal Area costs into categories, a simple way to view the requested increase is this: The average household produces 1.25 tons of MSW per year. The new contract increased the Town's cost by \$30 per ton. That

math yields an increase of \$37.50 per year. I am currently recommending a \$20 increase to minimize the impact to our residents and because despite the COVID-19 crisis, commercial business at the Disposal Area has been strong, offsetting the immediate need to increase costs more than the recommended \$20 per permit.

The recommendation to increase the Non-Resident Sticker is to maintain the premium we have historically charged for this service. This is a low volume item with only 145 being purchased this fiscal year.

The Recycle Only sticker increase is entirely due to the recycle markets being in utter turmoil and prices being at historical lows. Although the recommended \$30 increase does not put this function entirely in balance, it is another low volume item with only 325 being purchase this year.

While the survey of surrounding communities suggests that Harwich's C&D price may appear low, our real competitors for this commercial component are the Town of Yarmouth, S&J Exco (Dennis) and Paul Daniels (Orleans). Since the other communities do not handle commercial quantities of this material, our price is based on the price charged by our competitors and not the surrounding communities' prices.

All other items are priced according to their cost of handling and disposal and appear mostly consistent with other municipalities.

Thank you for your consideration in this matter.

Cc: Joe Powers, Acting Town Administrator

Attachments: Cost Basis of Primary and Secondary Stickers
FY 21 Full Cost Accounting Analysis of Disposal Area Services
FY 21 Surrounding Community Disposal Area Fees
Depreciation Schedule, Disposal Area Revenue

Cost Basis of Primary Stickers

Residential Sticker Expenses			\$1,139,956
Less Revenue from Recycle / Prorated / Non Resident / Daily Pass			(\$107,570)
Less Revenue from the sale of recyclables (estimate)			(\$42,564)
Less Revenue from Secondary Sticker	1549 @ \$25		<u>(\$38,725)</u>
Cost to be covered by Primary Stickers			\$951,097
Divided by FY20 Primary Sticker Sales		÷	5,161
			\$184

Cost Basis of Secondary Stickers

Residential Sticker Expenses			\$1,139,956
Less Revenue from Primary Stickers			
FY20 Stickers Sold	5,161 @ \$184	=	(\$951,097)
Less Revenue from Recycle Only / Prorated / Daily Pass Sales			(\$107,570)
Less Revenue from the sale of recyclables (estimate)			<u>(\$42,564)</u>
Costs Not Covered by Primary Sticker Sales			\$38,725
Divided by FY20 Secondary / Additional Stickers		÷	<u>1549</u>
Cost per Additional Sticker			\$25

FY21 Full Cost Accounting Analysis of Disposal Area Services

45%

55%

Expenses	Residential Sticker Services *	Fee Based / Commercial Services **	Total	Notes
MSW	\$450,099	\$550,121	\$1,000,220	FY21 Request
C&D		\$993,255	\$993,255	FY21 Request
Tires Recycling		\$3,000	\$3,000	FY21 Request
Wood Chipping		\$12,000	\$12,000	FY21 Request
Transfer Station Runoff	\$900	\$1,100	\$2,000	FY21 Request
Paint Disposal	\$5,000		\$5,000	FY21 Request
Propane Tank		\$1,000	\$1,000	FY21 Request
Freon Removal		\$13,500	\$13,500	FY21 Request
Television Recycling		\$15,000	\$15,000	FY21 Request
Gasoline Recycling	\$2,775		\$2,775	FY21 Request
Mattress Disposal		\$12,000	\$12,000	FY21 Request
Antifreeze Recycling	\$500		\$500	FY21 Request
Household Hazardous Waste Collection	\$14,000		\$14,000	FY21 Request
Post-Closure Costs	\$3,150	\$3,850	\$7,000	FY21 Request
Uniforms, t-shirts, etc...	\$3,914	\$4,784	\$8,699	22% of FY21 Request
Electricity	\$6,912	\$8,448	\$15,360	FY21 Request
Gas Utility	\$1,755	\$2,145	\$3,900	FY21 Request
Repairs-Scale		\$4,000	\$4,000	FY21 Request
Transfer Station Repairs	\$2,250	\$2,750	\$5,000	FY21 Request
Medical	\$665	\$812	\$1,477	22% of FY21 Request
Telephone/Alarm	\$1,460	\$1,785	\$3,245	FY21 Request
Office Supplies	\$540	\$660	\$1,200	15% of FY21 Request
Custodial Supplies	\$563	\$688	\$1,250	10% of FY21 Request
Diesel Fuel	\$45,180	\$55,220	\$100,400	Est. 40,000
Vehicle Parts & Supplies	\$32,288	\$39,463	\$71,750	35% of FY21 Request
Public Works Supplies	\$5,850	\$7,150	\$13,000	20% of FY21 Request
LPR Yearly Support	\$3,500		\$3,500	FY21 Request
Capital Equipment Depreciation	\$32,770	\$40,052	\$72,821	See attached depreciation schedule
Salaries and Wages	\$303,886	\$371,416	\$675,301	FY21 Request
Salaries Allocated from DPW Personnel	\$103,645	\$126,677	\$230,322	40% Administrative / 45% Mechanic Salaries
Employee Fringe	\$118,355	\$144,657	\$263,012	45% of FT Wage
Total	\$1,139,956	\$2,415,531	\$3,555,487	

*Residential includes anything where no user fee is charged

** Fee based services include everything where a user fee is charged

FY18 Revenue

\$3,110,693

FY19 Revenue

\$3,372,701

FY21 Surrounding Community Disposal Area Fees

MATERIAL	***FY20 BARNSTABLE	***FY20 CHATHAM	DENNIS	***FY20 ORLEANS	***FY20 YARMOUTH	AVERAGE	FY20 HARWICH
Residential Sticker	\$ 250.00	\$ 120.00	\$ 182.00	\$ 140.00	\$ 162.00	\$ 170.80	\$ 160.00
2nd Sticker	\$ 25.00	\$ 25.00	\$ 20.00	\$ 20.00	\$ 81.00	\$ 34.20	\$ 25.00
No Sticker Fee (assuming 3 bags)*	\$ 20.00	\$ 5.00	\$ 22.00	\$ 6.00	\$ 15.00	\$ 13.60	\$ 10.00
C&D**	\$ 200.00	\$ 190.00	\$ 175.00	\$ 225.00	\$ 145.00	\$ 187.00	\$ 155.00
Commercial MSW**	N/A	\$ 90.00	N/A	\$ 125.00	N/A	\$ 107.50	\$ 120.00
Metal**	\$ 35.00	\$ 65.00	\$ 10.00	\$ 40.00	\$ 65.00	\$ 43.00	\$ 60.00
Brush**	N/A	\$5-\$48 per trip	\$ 70.00	\$15-\$80 per load	\$ 65.00	\$ 67.50	\$ 60.00
Commercial Compost**	\$75 per load	\$ 50.00	\$ 40.00	\$ 20.00	N/A	\$ 36.67	\$ 40.00
Computer Monitors	\$ 5.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 13.00	\$ 10.00
Tire	\$ 2.00	\$ 10.00	\$ 5.00	\$ 5.00	\$ 1.00	\$ 4.60	\$ 3.00
Tire with Rim	\$ 3.00	\$ 10.00	\$ 5.00	\$ 10.00	\$ 3.00	\$ 6.20	\$ 3.00
Refrigerator	\$ 15.00	\$ 15.00	\$ 10.00	\$ 20.00	\$ 18.00	\$ 15.60	\$ 15.00
Mattress/ Box Spring	\$ 30.00	\$ 30.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 22.00	\$ 15.00
TV	\$ 22.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 16.40	\$ 15.00
Couch	\$ 20.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 16.00	\$ 15.00
Chair	\$ 20.00	\$ 5.00	\$ 10.00	\$ 15.00	\$ 15.00	\$ 13.00	\$ 10.00
White Goods	\$ 10.00	\$ 15.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 11.00	\$ 10.00
Microwave	\$ 10.00	\$ 15.00	\$ 5.00	\$ 5.00	\$ 10.00	\$ 9.00	\$ 10.00
Air Conditioner	\$ 15.00	\$ 15.00	\$ 5.00	\$ 15.00	\$ 18.00	\$ 13.60	\$ 15.00
Water Heater	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Gas Grill	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Bike	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Lawnmower	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Propane Tank 20#	\$ 5.00	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 5.00	\$ 5.00

* Chatham and Dennis charge a per bag fee

** These items are represented in a per ton cost

*** Barnstable, Chatham, Orleans & Yarmouth only have FY20 information available

Paul S. Daniels C&D \$185/ton, \$35 min.

S&J Exco Inc. C&D \$175/ton

Depreciation

	Purchase Price	Depreciation Per Year	Remaining Depreciation	Remaining Depreciation Per Year
2012 MSW Trailer	\$48,575	\$4,858	\$14,573	\$4,858
2018 MSW Trailer	\$69,999	\$7,000	\$48,999	\$7,000
2018 C&D Trailer	\$69,101	\$6,910	\$55,281	\$6,910
2009 Roll Off Truck (15 year)	\$148,844	\$9,923	\$39,692	\$9,923
Transfer Station Overhaul (25 yr)	\$250,000	\$10,000	\$210,000	\$10,000
2016 Mack Tractor (15 yr)	\$138,750	\$9,250	\$101,750	\$9,250
2017 Mack Tractor (15 yr)	\$138,750	\$9,250	\$111,000	\$9,250
2017 Siding/Gutters (25 yr)	\$95,400	\$3,816	\$83,952	\$3,816
2017 L90H Loader (15 yr)	\$177,225	\$11,815	\$141,780	\$11,815
Total	\$1,511,378		\$807,026	\$72,821

Disposal Area Revenue

	FY18	FY19	FY20 to date
Gate Receipts ***	\$2,100,769	\$2,400,146	\$1,601,996
Sticker Revenue	\$894,280	\$896,360	\$903,609
Recycling Revenue	\$115,644	\$76,195	\$32,579
Total Revenue	\$3,110,693	\$3,372,701	\$2,538,184

* FY20 to date Sticker Revenue from Sticker Tracker 6/1/19 - 3/11/20



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

Carol Coppola
Finance Director/Town Accountant

Wendy Tulloch
Assistant Town Accountant

May 27, 2020

To: Board of Selectmen

CC: Joseph Powers

RE: Bond Anticipation Notes

Annually, the Town of Harwich issues Bond Anticipation Notes (BANs) to support capital and infrastructure projects authorized at Annual Town Meetings and by Ballot vote when appropriate. The existing BANs total \$2,161,617, these are due and payable on June 18, 2019. Last year the BANs sold in a competitive market at a net interest cost of 1.6822%.

It is customary for the town to pay down short term debt for various projects including road maintenance and design work associated with new capital structures. In FY 2020 the town budgeted to pay down a total of \$445,817 of the existing short term debt. The BANs that just sold on the competitive marketplace include additional funding for Cold Brook engineering and design as well as easements for sewer phase 2 construction. The Cold Brook project and the easements are not otherwise funded through the State Revolving Loan Fund (SRF).

On May 19, 2020 the BANs received four competitive bids. The bidder with the most advantageous terms for the Town of Harwich is BNY Mellon Capital Markets, LLC at an extremely favorable net interest cost of 1.004%.

I respectfully recommend the Board of Selectmen award the FY 2020 Bond Anticipation Notes, sold on May 19, 2020 to BNY Mellon Capital Markets. Please find attached the results from the sale as well as Bond Counsel's required format for the official vote by the Board.

Sincerely,

Carol Coppola

Town of Harwich, Massachusetts

\$1,765,800 General Obligation Bond Anticipation Notes



Sale Date: 5/19/2020
Dated Date: 6/11/2020
Delivery Date: 6/11/2020
Due Date: 6/11/2021
Days Per Year: 360
Day Count: 360
Bank Qualified: No
Rating: None

Bidder	Underwriter	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
BNY Mellon Capital Markets	•	\$1,765,800	2.00%	\$17,587.37	\$35,316.00	\$17,728.63	1.0040%	\$17,587.37	\$35,316.00	\$1,765,800	
Piper Sandler & Co.	•	\$1,765,800	2.00%	\$15,680.30	\$35,316.00	\$19,635.70	1.1120%				
Oppenheimer & Co., Inc.	•	\$1,765,800	1.75%	\$9,967.00	\$30,901.50	\$20,934.50	1.1856%				
Century Bank		\$1,765,800	1.60%	\$0.00	\$28,252.80	\$28,252.80	1.6000%				
Award Totals								\$17,587.37	\$35,316.00	\$1,765,800	

Weighted Average Net Interest Cost: 1.0040%

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Harwich, Massachusetts, certify that at a meeting of the board held June 1, 2020, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Further Voted: to approve the sale of a \$1,765,800 2.00 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated June 11, 2020, and payable June 11, 2021, to BNY Mellon Capital Markets, LLC at par and accrued interest, if any, plus a premium of \$17,587.37.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 5, 2020, and a final Official Statement dated May 19, 2020, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes and to comply with relevant securities laws.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Notes were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended, further suspended, supplemented or modified by the Executive Order of the Governor of

The Commonwealth of Massachusetts Suspending Certain Provisions of the Open Meeting Law, Chapter 30A, §20 dated March 12, 2020.

Dated: June 1, 2020

Clerk of the Board of Selectmen

82944696v.1



HARWICH Police

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
Joseph Powers
Interim Town Administrator

From: Kevin M. Considine 
Deputy Chief of Police

Date: May 28, 2020

Subject: **Alleged violations of Alcoholic Beverages Control Commission
Advisory Regarding On-Premises Licensees Selling for Off-Premises
Consumption at the Port Restaurant and Ember**

I would like to bring to the board's attention alleged violations of the April 3, 2020 advisory by the Alcoholic Beverages Control Commission advisory regarding on-premises licensees covered under M.G.L. c. 138 § 12 selling alcohol for off-premises consumption, which occurred at The Port Restaurant and Bar and at Ember.

- May 22, 2020 at the Port. Complaint of guests allegedly standing around on premises drinking. Confirmed valid complaint.
- May 22, 2020 at Ember. Similar violations observed by an Officer at Ember.
- May 24, 2020 at Ember. Complaint of patrons allegedly drinking on the patio. Confirmed by Sgt. Boorack.
- May 24, 2020 at The Port. Complaint of live entertainment. No live entertainment observed however Officer did observe a patron drinking a beer on the patio
- May 24, 2020 at Ember. Complaint of people drinking on the patio. Complaint investigated at found to be not valid

The attached officer reports and related Alcoholic Beverages Control Commission advisories are for your consideration as to whether to hold a hearing on this matter.

Officers involved in responding to these alleged violations can be made available for testimony at any hearing.



Harwich Police Department
Incident Report

Page: 1
05/29/2020

Incident #: 20-5518-OF
Call #: 20-5518

Date/Time Reported: 05/22/2020 1908
Report Date/Time: 05/28/2020 1835
Status: No Crime Involved

Reporting Officer: Patrol Supervisor Neil Nolan

Signature: _____

EVENTS (S)

LOCATION TYPE: Restaurant/Cafeteria Zone: HARWICHPORT
THE PORT
541 RT 28
HARWICH MA 02645

1 LIQUOR LAW VIOLATIONS

PERSON(S) PERSON TYPE SEX RACE AGE SSN PHONE

1 THE PORT BUSINESS
541 RT 28
HARWICH MA 02645

PERSONNEL NARRATIVE FOR PATROL SUPERVISOR NEIL A NOLAN

Ref: 20-5518-OF

*****This report is being submitted by Officer Nolan.*****

On 5-22-20 I was assigned to uniformed patrol and the Officer-in-Charge (OIC) of the 4-12 shift. I was contacted on the phone by dispatch and was advised that there was a complaint about The Port restaurant and possible issues regarding Covid 19 restriction violations. Dispatch was advised that unless there was a disturbance, complaints of any "social distancing" were a health department concern. Dispatch then advised that the complaint also included the service and consumption of alcohol that appeared to be in violation of the "take out" alcohol sales provision enacted during the covid crisis.

I responded to the area of The Port to make observations. I parked across the street to the rear of the restaurant in order to observe the patio area. I immediately noticed 5-6 people standing around an outside bar structure on the property. A male subject was drinking from a brown bottle that I observed to be a Budwieser beer. A female subject was drinking from a canned beverage that I could not make out. I continued to observe other people actively socializing and moving about, some with beverage containers in their hands. I did observe a few people leaving with take out food as well.

I decided that I would contact management to make some inquires regarding my observations. When I got to the rear patio area I observed approximately 15-17 people sitting at picnic tables or standing around. It is important to note that the rear deck/patio area is very narrow due to its location between the building and a fence separating a neighboring property. I observed a number of different open alcoholic beverage containers either in peoples hands or on table/ledge/railing in front of people. I observed a number of Bud Light bottles, some canned beverages and a number of clear plastic bottles with red caps and bottom with no labeling. In addition to the outside bar structure I observed there was also a bar setup to the rear of the building. There were 4-5 people crammed around this bar area. This bar was setup as an active service location.

I made contact with the manager on location. His response to my inquiry of the active consumption of alcohol on premises was that they were serving sealed "to go" beverages as customers waited for their take out food orders. After a brief conversation I explained that the consumption on premises was not the intent of the "to go" allowance of alcohol sales at this time. I told him that alcohol orders need to be served at the same time as the take out orders and are to be removed from premises.



Harwich Police Department
Incident Report

Page: 1
05/29/2020

Incident #: 20-5519-OF
Call #: 20-5519

Date/Time Reported: 05/22/2020 1908
Report Date/Time: 05/28/2020 1929
Status: No Crime Involved

Reporting Officer: Patrol Supervisor Neil Nolan

Signature: _____

EVENTS (S)

LOCATION TYPE: Restaurant/Cafeteria Zone: HARWICHPORT
EMBER PIZZA
600 RT 28
HARWICH MA 02645

1 LIQUOR LAW VIOLATIONS

PERSON(S) PERSON TYPE SEX RACE AGE SSN PHONE

1 EMBER PIZZA BUSINESS
600 RT 28
HARWICH MA 02645

PERSONNEL NARRATIVE FOR PATROL SUPERVISOR NEIL A NOLAN

Ref: 20-5519-OF

*****This report is being submitted by Officer Nolan.*****

On 5-22-20 I was assigned to uniformed patrol as the Officer-in-Charge (OIC) of the 4-12 shift. As I was driving east on Rt. 28 I approached Ember Pizza located on the corner of Rt. 28 and Bank St. Ember has an outside patio that is located along Rt. 28. Due to Covid 19 restrictions restaurants are limited to take out food service. Temporary modifications have been made by the Commonwealth to liquor licensing allowing restaurants to serve "to-go" beer and wine with take out food service. Earlier during my shift I had dealt with a violation of these new "to-go" allowances at a restaurant just up the road. As I got closer to Ember's patio I observed two males standing around the fire pit on location. They each had canned beverage containers in their hands. I then observed a few people standing around the outside bar area on the patio. This bar area had several canned and bottled containers on display along with some bottles of wine. To the casual observer it would appear that the restaurant was open for business as usual.

I parked across the street to continue observations. The two males I had observed initially were continuing in a what appeared to be a very lively and entertaining conversation actively drinking from the containers that they held. I also observed what appeared to be a staff member standing behind the bar area actively serving beverages. There were approximately 8-12 people on the patio area, with some people leaving with take out orders and others arriving.

I went to Ember to speak to a manager and to try and clarify just what was being served and consumed on premises. As I walked onto the patio area I observed a few other canned beverages in the possession of customers along with a few clear plastic bottles with a red top and bottom. I was met by the manager on duty. I explained my observations and concerns to him. He confirmed to me that the container one of the males by the fire pit was drinking from was a Bud Light Seltzer. His claim that he was only serving sealed containers of alcohol per the temporary allowance and what the customer did with it was up to them. He and I had a bit of a back and forth about what was allowed. He was informed that the "to-go" alcohol was in fact meant to leave and was not to be consumed on premises. He was informed that any purchases of alcohol needed to be served along with the customer's take out food order and be removed by the customer.



Jean M. Lorizio, Esq.
Chairman

*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150*

ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY

On Sunday, March 15, 2020, Governor Charlie Baker issued an Order Prohibiting the Gathering of More Than 25 People and On-Premises Consumption of Food or Drink, barring all on-premises consumption of food and drink in Massachusetts in light of the COVID-19 pandemic. The text of the Governor's Order can be found [HERE](#).

Effective beginning at 12:00 a.m. on Tuesday, March 17, 2020, all on-premises consumption licenses are prohibited from selling alcohol to the public until 11:59 p.m. on April 5, 2020.

This includes restaurants, bars, hotels, general-on-premises, clubs, war veterans' clubs, continuing care retirement communities, pub-brewers (M.G.L. c. 138, §§ 12 and 19D), farmer-series pouring permits, and manufacturer's pouring permits (M.G.L. c. 138, §§ 19(b), 19B(n), 19C(n), and 19E(o)). These establishments are also prohibited from serving any food or drinks for on-premises consumption; only takeout and delivery of food is permitted.

Please note that this Advisory does not apply to licenses for off-premises consumption, including grocery stores, pharmacies, package stores, direct wine shippers, and farmer-series licenses (M.G.L. c. 138, §§ 15, 19B(g)(2), 19C(g)(7), 19E(g)(7), and 19F).

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to Ralph Sacramone, RSacramone@tre.state.ma.us, 617-727-3040 ext 731.

-(Issued March 15, 2020)



Jean M. Lorizio, Esq.
Chairman

*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150*

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY REGARDING
ON-PREMISES LICENSEES SELLING FOR OFF-PREMISES CONSUMPTION**

Today, April 3, 2020, Governor Charlie Baker signed a bill authorizing on-premises licensees to sell malt beverages and wine for off-premises consumption for the duration of the Governor's declared state of emergency, issued March 10, 2020.¹

Effective immediately and until the end of the state of emergency, all on-premises licensees (M.G.L. c. 138, § 12 bars, restaurants, general on premises, hotels, taverns, clubs, war veterans' clubs, and continuing care retirement communities) may sell up to 192 ounces of malt beverages and 1.5 liters of wine for off-premises consumption only as part of a transaction for the purchase of food.

The sale of malt beverages and wine by § 12 licensees may only be done from opening until 12:00 am midnight, or the licensee's closing time previously approved by the Local Licensing Authority, whichever is earlier. All wine must be in its original sealed container and all malt beverages must be in sealed containers. All licensees must verify that both the purchaser and recipient of alcohol are at least 21 years old.

Sales must be made as part of a takeout order by way of pickup, including curbside pickup, or delivery. Licensees do not need to obtain a separate transportation permit under M.G.L. c. 138, § 22, in order to make deliveries. Licensees are advised to check with their Local Licensing Authority on any additional requirements in order to sell alcohol for curbside pickup.

All sales must be accompanied by a receipt reflecting the purchase of food along with alcohol, and licensees must keep copies of all receipts for inspection by licensing authorities.

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to the ABCC Executive Director Ralph Sacramone at rsacramone@tre.state.ma.us or (617) 727-3040 x 731.

(Issued April 3, 2020)

¹ The Governor's March 10, 2020, declaration of a state of emergency can be found [HERE](#).



Jean M. Lorizio, Esq.
Chairman

*Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, Massachusetts 02150*

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY
ON THE CONTINUED PROHIBITION OF
SELLING ALCOHOL FOR ON-PREMISES CONSUMPTION**

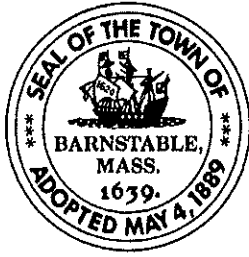
On May 18, 2020, Governor Charlie Baker issued a plan, Reopening Massachusetts, which provides a four-phase reopening of businesses in the Commonwealth including retail alcohol licensees for on-premises consumption. The text of the Governor's Plan can be found [HERE](#).

Please be advised that all on-premises consumption licensees remain prohibited from selling alcohol for on-premises consumption to the public until June 8, 2020 at the earliest, awaiting further notice by the Governor. This includes restaurants, bars, hotels, general-on-premises, clubs, war veterans' clubs, continuing care retirement communities, pub-brewers (M.G.L. c. 138, §§ 12 and 19D), farmer-series pouring permits, and manufacturer's pouring permits (M.G.L. c. 138, §§ 19(b), 19B(n), 19C(n), and 19E(o)). These establishments are also prohibited from serving any food or drinks for on-premises consumption; only takeout and delivery are permitted. Please refer to the ABCC's April 3, 2020, Advisory for how § 12 licensees may sell wine and malt beverages for off-premises consumption during the state of emergency, which can be found [HERE](#)

Please note that this Advisory does not apply to licenses for off-premises consumption, including grocery stores, pharmacies, package stores, direct wine shippers, and farmer-series licensees (M.G.L. c. 138, §§ 15, 19B(g)(2), 19C(g)(7), 19E(g)(7), and 19F).

As always, all licensees must ensure that they comply with the laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by federal, state, and local law. All questions should be directed to the ABCC at (617) 727-3040.

(Issued May 18, 2020)



Meeting Agenda

Meeting Title: Intermunicipal Agreement – Weights & Measures Program

Conducted by: Town of Barnstable

Date: November 18, 2019

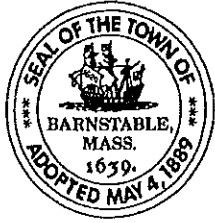
Time: 6:30 PM

Location: Town of Harwich

Agenda Details:

- A. Original Agreement
- B. List of Fees and Services
- C. Fiscal/Calendar Years and Annual Reports
- D. Inspection fees vs. TOB expenses

Original Agreement



Town of Barnstable
Regulatory Services
Thomas F. Geiler, Director
230 South Street, PO Box 2430
Hyannis, MA 02601

Admin: 508-862-4670

Fax: 508-778-2412

Memorandum of Understanding

By and between the Town of Barnstable and the Town of Harwich.

The purpose of this MOU is to provide efficient and effective weights and measures services to the businesses and citizens of the parties to the agreement.

The Town of Harwich desires to utilize the staff and equipment of the Town of Barnstable, Regulatory Services Department, Consumer Affairs Division, to conduct inspections and testing of all weighing and measuring devices as provided in Massachusetts General Laws Chapter 98.

Barnstable Weights and Measures staff is authorized to enter the Town of Harwich and visit the locations of all commercial weighing and measuring devices and scanners for the purpose of inspection and/or testing authorized by the provisions of Massachusetts General Laws Chapter 98.

Barnstable Weights and Measures staff shall be authorized to conduct inspections and/or tests of all devices used for weighing and measuring under MGL and take official action as authorized to a sealer of weights and measures.

Fees for testing and sealing of devices used in weighing and measuring shall be those fees authorized by MGL, as they relate to weights and measures and approved by the Barnstable Town Council (fee schedule attached). At the time of providing services, or within 72 hours of providing service, Barnstable Weights and Measures staff shall cause an invoice to be issued to the owner of the device. The invoice shall include a list of devices inspected, tested, sealed, or rejected. It will also include the date of inspection, the name of the inspector, the official results of the inspection and/or test, and the amount of fee due to the Town of Barnstable.

The results of inspections shall be provided to the Town of Harwich on a monthly basis, as well as a recap of the inspection during a calendar year.

The Town of Barnstable shall collect all fees for related services from device owners and payment shall go directly to the Town of Barnstable.

Memorandum of Understanding

The fee for minor adjustments to bring the device into tolerance shall be \$0.00. The fee for re-inspection because of noncompliance, shall be \$50.00. Device owners are required by law to maintain the device in compliance. Device owners are urged to comply with this requirement to avoid a re-inspection fee.

If payment is not remitted to the Town of Barnstable within a reasonable amount of time after which the invoice is produced and sent to the owner of the device, then the Town of Barnstable is authorized to enforce the nonpayment of the invoice. Nonpayment for services rendered may result in removal of the seal by the Barnstable Sealer of Weights and Measures. A re-inspection fee may then be charged, along with any late fees for the original inspection, to the device owners.

The Town of Barnstable, Department of Regulatory Services, Consumer Affairs Division, Massachusetts Weights and Measures certified staff shall provide up to 75 hours annually of non fee based services for the Town of Harwich. Non Fee based services shall include, net weight compliance inspections in retail food stores, unit price compliance inspections in retail stores, item price compliance inspections in retail stores, consumer complaints related to weights and measures regulation, investigation and compliance achievement.

The fee for the 75 hours annual service shall be \$2,000.00 payable to the Town of Barnstable. Additional hours may be authorized by the Town of Harwich through the Town Administrator at the rate of \$35.00 per hour payable to the Town of Barnstable.

Payment for the 75 hours annual service shall be due to the Town of Barnstable in two payments annually. First payment shall be \$1,000.00 payable October 1st and the second payment shall be \$1,000.00 payable April 1st.

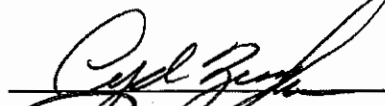
This MOU shall be in effect until one of the parties dissolves this agreement with written notice or the parties mutually agree to amend the agreement.

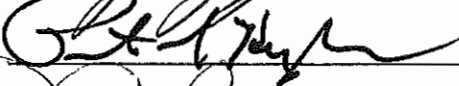


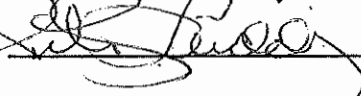
For the Town of Barnstable

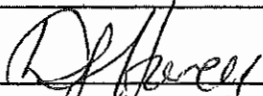
6-7-2001

Signed this date









Harwich Board of Selectmen

Signed this date _____

List of Fees and Services

§ 76-3 Weights and measures annual fees (MGL c. 98, § 56)

Description	Fee Per Device	
	1 to 3	4 or more
Scale with capacity over 10,000 pounds	\$275.00	\$250.00
Scale with capacity 5,000 to 10,000 pounds	\$145.00	\$120.00
Scale with capacity 100 to 5,000 pounds	\$90.00	\$80.00
Scale with capacity less than 100 pounds	\$60.00	\$55.00
Weights (each)	\$10.00	\$8.00
Liquid measures	\$40.00	\$40.00
Liquid measure meters	-----	-----
Lubricant meters	\$60.00	\$55.00
Motor fuel meters	\$60.00	\$55.00
Vehicle tank meters	\$120.00	\$110.00
Vehicle tank meter gravity	\$185.00	\$160.00
Bulk storage tank meter	\$185.00	\$160.00
Mechanical pumps, each stop	\$15.00	\$15.00
Taxi meters (semiannually)	\$60.00	\$55.00
Commercial odometer - hubodometer	\$60.00	\$65.00
Leather measure	\$185.00	\$160.00
Dry measure, one bushel or less	\$95.00	\$95.00
Dry measure, more than one bushel	\$130.00	\$130.00
Counting device	\$35.00	\$35.00
All other measuring devices	\$135.00	\$135.00
Rope, wire or chain measuring devices	\$35.00	\$30.00
Reinspection fee (after official rejection)	\$100.00	\$100.00
Reverse vending machines		
Bottle and can redemption inspection		
Disposable test material supplied by inspector	\$35.00	\$30.00
Disposable test material supplied by store	\$20.00	\$15.00
Automatic electronic check-out systems		
3 or less cash registers (per inspection)	\$95.00	
4 to 11 cash registers (per inspection)	\$180.00	
12 or more cash registers (per inspection)	\$300.00	

**DEVICES WE
INSPECT FOR
ACCURACY
AND
SUITABILITY**

- **TAXI CAB METERS**
- **OIL TRUCK METERS &
AIR ELIMINATORS**
- **RETAIL STORE SCALES**
- **INDUSTRIAL SCALES**
- **VEHICLE SCALES**
- **GAS STATION
DISPENSERS**
- **MARINA PUMPS**
- **CORDAGE MEASURERS**
- **STORE SCANNER
SYSTEMS**
- **LINEAR MEASURERS**
- **WHOLESALE FUEL
RACKS**
- **AIRPORT REFUELERS**

WHO DOES THE WORK???

The Weights & Measures Inspectors who perform these various duties are certified by an examination and field observation by the Massachusetts Division of Standards.

The Division of Standards is the state agency responsible for administering all laws regarding weights and measures in Massachusetts.

All of our inspectors are members of the Massachusetts Weights & Measures Association and the Eastern Massachusetts Weights & Measures Association. These professional organizations help us to keep up to date on changes in the law and especially on the new designs and features constantly being generated by the device manufacturers.

We also belong to the National Conference on Weights & Measures. The NCWM is the organization that creates the standards for devices, inspection procedures and tolerances applied.

**BARNSTABLE
WEIGHTS & MEASURES PROGRAM**

200 MAIN STREET
HYANNIS MA 02601

P 508 - 862 - 4671 F 508 - 778 - 2412

Email:

weight_measure@town.barnstable.ma.us

OR

www.town.barnstable.ma.us, link to Licensing
Department, link to Weights & Measures

BARNSTABLE

**WEIGHTS & MEASURES
PROGRAM**



Part of
Licensing Department
Director-Richard Scali
Sealer of Weights and Measures
Jane Zulkiewicz

SERVING

*BARNSTABLE
BOURNE
BREWSTER
CHATHAM
DENNIS
HARWICH
MASHPEE
ORLEANS
SANDWICH
YARMOUTH*

What does Weights & Measures do for you???

Did you buy any candy, gasoline, popcorn, bread, fuel oil, or purchase something that was scanned?

How do you know that what you paid for you actually received or that the proper price was rung up?

Our job is to check these things and many, many more. We check meters that measure the gasoline, weigh packages on sale in stores, and check scanner systems throughout our jurisdiction.

We work to provide an orderly marketplace; where you can have confidence on all declared quantities and prices. And, as well, the merchant is assured the quantities are correct and neither party is being short-changed.



THAT EQUITY MAY PREVAIL

That is our motto up there. To do that, we do check devices and systems for suitability and accuracy, and we also investigate consumer complaints.

If you have a complaint at a gas station or store, look on the pump, checkout register, or scale and you will see our seal with the phone number to call about your complaint or concern.

508 - 862 - 4671

SAFETY

Safety is another important facet of our inspections. When around fuel areas we observe and see that any leaks are repaired before approval. Vapor recovery systems are checked for worn equipment which renders the system useless.

Fuel trucks are also checked with safety in mind.



THINGS YOU CAN DO FOR YOURSELF

- CHECK YOUR RECEIPTS, BEFORE YOU LEAVE STORE, IF POSSIBLE
- CHECK ALL REPRESENTED PRICES - PRICE ON ITEM, IN FLYER, ON UNIT PRICE TAG, ON SIGNS - THE LOWEST IS CORRECT
- WATCH DELI ITEMS BEING WEIGHED - BE SURE TARE* IS TAKEN
- USE UNIT PRICE LABELS TO VALUE SHOP
- BE SURE SCALES AND GAS PUMPS START AT ZERO
- BE SURE GASOLINE READING IS NOT CREEPING ALONG BEFORE YOU START NOZZLE

*Tare is weight of container, for which there can be no charge.

**BARNSTABLE
WEIGHTS & MEASURES
PROGRAM**

Weights and Measures
Town of Barnstable

Field Inspections Warnings Violations Notices Payments Reports Selections

Welcome zulkiewj

Applications

Home > Selections > Businesses | Logout

Business: Street number: Street: Town: Village: Active

Name	Location	Village	Town
7-Eleven #34434	5 Main Street	West Harwich	Harwich
All Cape Taxi	9 Juniper Ln.		Harwich
Allen Harbor Marine Service	335 Lower County Rd	Harwich Port	Harwich
Buckies Biscotti Harwich	554 Route 28	Harwich Port	Harwich
Cape Cod Healthcare @ Fontaine Medical	525 Long Pond Drive		Harwich
Cape Discount Fuel, Inc	101 Queen Anne Rd		Harwich
Cedar Spring Herb Farm	159 Long Pond Road		Harwich
Cranberry Jewelers	554 Main St	Harwich Port	Harwich
Cranberry Liquors	555 Main St	Harwich Port	Harwich
Cumberland Farms #2305	578 Main St	Harwich Port	Harwich
CVS #1859	148 Route 137		Harwich
CVS #860	6 Post Office Square	Harwich Port	Harwich
Dr. Cavity's Candy Shack	560 Main St	Harwich Port	Harwich
East Harwich Market	1421 Orleans Rd	East Harwich	Harwich
George's Fish Market	30 Kildee Rd	Harwich Port	Harwich
Harwich Dept. Of Hwy & Maint, Town Of	273 Queen Anne Rd		Harwich
Harwich Gas, Diesel & Propane	729 Main Street		Harwich
Harwich Mobil	173 Pleasant Lake Ave		Harwich
Harwich School & Family Resource Center (WIC)	263 South Street		Harwich
Harwich Transfer Station	209 Queen Anne Rd		Harwich
Harwich Water Dept.	196 Chatham Rd		Harwich
Harwich, Town Of	732 Main St		Harwich
Harwichport Boat Works, Inc.	4 Harbor Rd		Harwich
Harwichport Boat Yard	4 Harbor Road, Harwichport, Ma	Harwich Port	Harwich
Hemeon's Farm	186 Off Bank Street	Harwich Port	Harwich
Hinckley Home Center #2	138 Route 137	East Harwich	Harwich
Local Flavor at the Pleasant Lake General Store	403 Pleasant Lake Ave.		Harwich
Lower Cape Bluefins	PO Box 415	South Harwich	Harwich
Luke's Super Liquor Store #7	224 Route 28	West Harwich	Harwich

[Add a Business...](#)

Harwich Businesses

<u>Luke's, A.J., Of Harwich #7</u>	224 Route 28	West Harwich	Harwich
<u>Lunch Stop in East Harwich Market</u>	1421 Orleans Road	East Harwich	Harwich
<u>Main St. Market</u>	715 Main St.		Harwich
<u>Mason Jar, The</u>	544 Route 28	Harwich Port	Harwich
<u>Meservey's 137 Shell Gas</u>	110 Rt. 137	East Harwich	Harwich
<u>Mobil Mart (Meservy's)</u>	109 Route 137		Harwich
<u>Moonshine Liquors</u>	4 Great Western Road Unit 1		Harwich
<u>New England Gardens</u>	5 Depot Rd	South Harwich	Harwich
<u>Olympia Sports #163</u>	1475 Orleans Road	East Harwich	Harwich
<u>Outer Cape Health Services</u>	710 Main Street (Rte 28)	Harwich Port	Harwich
<u>Outer Cape Health Services Pharmacy</u>	269 Chatham Road	South Harwich	Harwich
<u>Peterson Oil Service</u>	101 Queen Anne Road		Harwich
<u>Pleasant Lake Farm</u>	2 Birch Drive		Harwich
<u>Pleasant Lake General Store</u>	403 Pleasant Lake Ave, Rt. 124		Harwich
<u>Portside Liquors III</u>	1421 Route 39 & Route 137	East Harwich	Harwich
<u>Robert B. Our Co.</u>	24 Great Western Rd		Harwich
<u>Scribano's Italian Market & Deli</u>	302 Route 28	Harwich Port	Harwich
<u>Scudder & Taylor Oil Co</u>	2 Station Avenue		Harwich
<u>Shaw's/Star Market #4596</u>	18 Sisson Rd	Harwich Port	Harwich
<u>Speedway Gas Co.</u>	729 Main St	East Harwich	Harwich
<u>Stonewood Specialty Products</u>	516 Depot St		Harwich
<u>Stop & Shop #475</u>	111 Route 137 (& Rt. 39)		Harwich
<u>Sunrise Bait & Tackle</u>	431 Route 28	Harwich Port	Harwich
<u>T-Mobile</u>	105 Route 137 Suite D	East Harwich	Harwich
<u>Talbot's Clothing #367</u>	Route 137, Harwich Commons		Harwich
<u>True Value Hardware #3593</u>	2 Post Office Square	Harwich Port	Harwich
<u>Tuck A Way Farm</u>	2 Barkley Way	East Harwich	Harwich
<u>United Gas</u>	570 Main	Harwich Port	Harwich
<u>UPS Harwich</u>	1421 Orleans Rd	East Harwich	Harwich
<u>Value Mart</u>	435 Main Street	Harwich Port	Harwich
<u>Weight Watchers-Harwich</u>	671 Main Street	Harwich Port	Harwich
<u>West Harwich Sav-On</u>	4 Route 28	West Harwich	Harwich
<u>Whiteley Fuel Co</u>	715 Main St Rt 28	Harwich Port	Harwich

Field Inspections Warnings Violations Notices Payments Reports Selections

Fiscal Year/Calendar
and
Annual Reports

Weights and Measures
From 7/1/2018 to 6/30/2019

Harwich **FY 19**

		Adj	Seal	Not Sealed	Cond	Sealing Fees	Reinp Fees	Device Fines	PV Fines	IP Fines	PK,CH. Fines	VFH Safety	C.C. Fines
Scales	A Cap Over 10,000 lbs	1	3		1	825							
	B 5,000 - 10,000 lbs												
	C 100 - 5,000 lbs	1	9	2		750							
	D Under 100 lbs	8	106	10		5910							
	E Under 10 lbs	4	7	3		410							
	Balances												
Weights	Avordupois		3			24							
	Metric												
	Troy												
	Apothecary		10			80							
Automatic Liquid Measuring	Meters, Inlet 1" or less												
	Gasoline	2	121			6695							
	Oil, Grease												
	Vehicle Tank Meters	1	11	8		1270							
	Bulk Storage Meters												
Other Automatic Measuring	Taximeters		2			120						50	
	Leather Measuring												
	Wire/Cordage		3			105							
	Cloth Measuring												
	Reverse Vending		14			230							
Linear Measures	Yardsticks												
	Tapes												
Scan	Scan - Above 98%		9			1255	100		1200	6600			
	Scan - Below 98%			1		180							
Complaints		2											
Pkg. Check		619											
UPC		624											
IP not Fined		16											
Totals		17	298	24	1	17854	100		1200	6600		50	

Fees: \$18,004.00
 Fines: \$7,800.00
 Total: \$25,804.00

Weights and Measures
From 1/1/2018 to 12/31/2018

Harwich *Calendar Year 2018*

		Adj	Seal	Not Sealed	Cond	Sealing Fees	Reinp Fees	Device Fines	PV Fines	IP Fines	PK.CH. Fines	VFH Safety	C.C. Fines
Scales	A Cap Over 10,000 lbs		1		1	275							
	B 5,000 - 10,000 lbs												
	C 100 - 5,000 lbs	1	10	1		840							
	D Under 100 lbs	7	100	11	4	5600	200						
	E Under 10 lbs	4	7	3		410							
	Balances												
Weights	Avordupois		3			24							
	Metric												
	Troy												
	Apothecary		10			80							
Automatic Liquid Measuring	Meters, Inlet 1" or less												
	Gasoline	1	113			6255							
	Oil, Grease												
	Vehicle Tank Meters		10	8		1150							
	Bulk Storage												
	Meters												
Other Automatic Measuring	Taximeters		2			120						50	
	Leather Measuring												
	Wire/Cordage		4			140							
	Cloth Measuring												
	Reverse Vending		14			220							
Linear Measures	Yardsticks												
	Tapes												
Scan	Scan - Above 98%		7			920				8200			
	Scan - Below 98%												
Complaints		2											
Pkg. Check		417											
UPC		186											
IP not Fined		17											
Totals		13	281	23	5	16034	200			8200		50	

Fees: \$16,284.00

Fines: \$8,200.00

Total: \$24,484.00

Categories for Barnstable Quarterly Reports top row	
Adj	Any adjustments/ calibrations to bring device in tolerance
Seal	Device has been sealed for that calendar year
Not Sealed	Device has not met compliance at time of insp; may need repair
Cond	Condemned device-does not meet standards for compliance
Sealing Fees	Dollars brought in for specific category of devices
Reinp Fees	Charges if device once sealed; needed repair and re-sealing
Device Fines	Charges if device has been found to be in use unsealed & not tested
PV Fines	Price Verification (Scanners) Violations
IP Fines	Item Price Violations mainly pricing at grocery/food stores
PK: CH Fines	Package Checking (Net Weight inspections) Violations
VFH Safety	Vehicle For Hire Safety inspections fees
C.C: Fines	Customer Complaint violations -this option has been disabled
Side Column categories	
Complaints	How many complaint weights and measures has investigated
Pkg. Check	How many individual packages were inspected for net weight
UPC	Unit Price Code inspections per item
IP not fine	Pricing inspection conducted resulting in compliance

Annual Reports and supporting
documentation created by
spreadsheet and Weights and
Measures database

Weights and Measures
Inspection Results for Harwich
 From 7/1/2018 to 6/30/2019

Harwich

Business	Inspection		Adjusted	Sealed	Not Sealed	Condemn	Passed	Failed	Total Reinspect Fee	Total Fee
	Date	Invoice								
All Cape Taxi	10/30/2018	E25317	0	1	0	0	0	0	0.00	60.00
All Cape Taxi	12/11/2018	E25373	0	0	0	0	1	0	0.00	50.00
All Cape Taxi	2/13/2019	B81020	0	1	0	0	0	0	0.00	60.00
Allen Harbor Marine Service	7/30/2018	E25127	0	3	0	0	0	0	0.00	155.00
Cape Cod Healthcare @ Fontaine Medical	1/8/2019	E25404	1	1	0	0	0	0	0.00	60.00
Cape Discount Fuel, Inc	9/28/2018	E25250	0	1	2	0	0	0	0.00	120.00
Cape Discount Fuel, Inc	11/2/2018	E25327	0	2	0	0	0	0	0.00	240.00
Cape Discount Fuel, Inc	1/11/2019	B81012	1	1	0	0	0	0	0.00	120.00
Cumberland Farms #2305	4/25/2019	E25629	2	17	0	0	0	0	0.00	865.00
CVS #1859	1/8/2019	E25402	1	1	8	0	0	0	0.00	240.00
CVS #1859	2/13/2019	E25483	0	7	0	0	0	0	100.00	0.00
CVS #860	2/11/2019	E25475	1	1	1	0	0	0	0.00	60.00
Dr. Cavity's Candy Shack	8/14/2018	E25171	0	1	0	0	0	0	0.00	60.00
George's Fish Market	7/25/2018	E24960	0	4	0	0	0	0	0.00	245.00
Harwich Gas, Diesel & Propane	7/30/2018	E25128	0	14	0	0	0	0	0.00	654.00
Harwich Mobil	8/13/2018	E25164	0	18	0	0	0	0	0.00	990.00
Harwich Transfer Station	10/3/2018	E25263	0	1	0	0	0	0	0.00	275.00
Harwich Transfer Station	6/11/2019	E25722	1	1	0	0	0	0	0.00	275.00
Harwichport Boat Yard	7/25/2018	E25114	0	3	0	0	0	0	0.00	155.00
Hemeon's Farm	8/14/2018	E25169	1	2	0	0	0	0	0.00	120.00
Hinckley Home Center #2	10/22/2018	E25299	0	6	0	0	0	0	0.00	305.00
Lower Cape Blueflns	8/27/2018	E25197	0	0	0	0	1	0	0.00	0.00
Luke's, A.J., Of Harwich #7	7/25/2018	E25113	0	5	0	0	0	0	0.00	75.00
Lunch Stop In East Harwich Market	7/25/2018	E25112	0	1	0	0	0	0	0.00	60.00
Main St. Market	10/22/2018	E25300	0	2	0	0	0	0	0.00	95.00
Mason Jar, The	8/14/2018	E25168	1	1	1	0	0	0	0.00	60.00
Meservey's 137 Shell Gas	9/20/2018	E25241	0	20	0	0	0	0	0.00	1,100.00
Moonshine Liquors	10/3/2018	B80969	0	2	0	0	0	0	0.00	95.00
New England Gardens	8/14/2018	E25170	1	1	0	0	0	0	0.00	60.00
Olympia Sports #163	8/22/2018	E25192	0	2	0	0	0	0	0.00	95.00
Outer Cape Health Services	11/19/2018	B80994	0	1	0	0	0	0	0.00	60.00
Pleasant Lake Farm	8/3/2018	E25140	0	2	0	0	0	0	0.00	120.00
Portside Liquors III	1/8/2019	E25401	0	1	0	0	0	0	0.00	35.00

Weights and Measures
Inspection Results for Harwich
 From 7/1/2018 to 6/30/2019

Harwich

Business	Inspection		Adjusted	Sealed	Not Sealed	Condemn	Passed	Failed	Total	Total Fee
	Date	Invoice							Reinspect	
Robert B. Our Co.	11/19/2018	E25346	0	3	1	0	0	0	0.00	180.00
Robert B. Our Co.	11/29/2018	E25360	0	1	0	0	0	0	0.00	120.00
Robert B. Our Co.	12/6/2018	E25371	0	0	0	1	0	0	0.00	0.00
Robert B. Our Co.	1/17/2019	E25420	0	1	0	0	0	0	0.00	275.00
Scribano's Italian Market & Deli	5/24/2019	E25630	0	2	0	0	0	0	0.00	120.00
Scudder & Taylor Oil Co	10/18/2018	E25288	0	5	3	0	0	0	0.00	550.00
Scudder & Taylor Oil Co	11/29/2018	E25359	0	1	2	0	0	0	0.00	120.00
Shaw's/Star Market #4596	11/19/2018	B80993	0	1	0	0	0	0	0.00	60.00
Shaw's/Star Market #4596	3/6/2019	E25514	0	44	8	0	0	0	0.00	1,720.00
Shaw's/Star Market #4596	5/8/2019	B81061	0	5	0	0	0	0	0.00	275.00
Stonewood Specialty Products	10/2/2018	E25256	1	1	0	0	0	0	0.00	90.00
Stop & Shop #475	10/11/2018	B80975	0	10	0	0	0	0	0.00	550.00
Stop & Shop #475	11/28/2018	B80987	0	2	0	0	0	0	0.00	120.00
Stop & Shop #475	12/3/2018	B81001	0	3	0	0	0	0	0.00	180.00
Stop & Shop #475	3/26/2019	E25561	5	96	2	0	0	0	0.00	3,150.00
Sunrise Bait & Tackle	5/24/2019	E25631	0	0	1	0	0	0	0.00	0.00
Tuck A Way Farm	7/26/2018	B80938	1	1	0	0	0	0	0.00	60.00
United Gas	9/11/2018	E25225	0	8	0	0	0	0	0.00	440.00
United Gas	4/17/2019	E25617	0	8	0	0	0	0	0.00	440.00
UPS Harwich	1/8/2019	E25403	0	1	1	0	0	0	0.00	90.00
Value Mart	8/1/2018	E25132	0	16	0	0	0	0	0.00	880.00
Value Mart	8/29/2018	E25208	0	1	0	0	0	0	0.00	95.00
Weight Watchers-Harwich	7/30/2018	E25126	0	4	0	0	0	0	0.00	320.00
West Harwich Sav-On	9/14/2018	E25229	0	19	0	0	0	0	0.00	1,045.00
West Harwich Sav-On	10/26/2018	B80983	0	1	0	0	0	0	0.00	60.00
Totals for Harwich:			17	358	30	1	2	0	100.00	17,904.00

Barnstable Weights and Measures Program Services

FY19 statistics for Harwich, MA

FY19	Jul-18	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	# inspections	
Harwich FY19														Hours
IP no fine	2	2	0	0	0	4	0	0	0	3	3	2	16	13
UPC										242	382		624	4.5
Net weight		218				24			310	20	27	20	619	8
Complaints							1	1					2	6
Item Price Waiver	1		2	1	1	2	1			2	3	0	13	21.75
Total Ave.											Non	Fee	Inspts	53.25

Non Fee based services above conducted by Barnstable Weights and Measures per MGL and Regulations statues Chapter 94 S. 184 Item Price; Unit Price Code Chapter 6 Section 115A & Net Weight Chapter 94 Section 176-177

FY19	Jul-18	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	# inspections	
Harwich FY19														Hours
Motor Fuel	14	34	47	1	3					22			121	38.5
Scales	11	7		13	4	3	4	1	74		7	1	125	34
Price Verify		2		3			1	1	2	1			10	11.5
VTM/RMD	7		1	7	4		2	1	18				40	6
Total Ave.												Device	Inspts	90

Device inspections conducted by Barnstable Weights and Measure in accordance with Chapter 98-Average hours conducting inspections in Harwich FY19 does not include travel time—90 hours. Approximate Total Hours combined Non-fee and Fee based inspections- 143.25 Hours



Avoid mistakes by carefully reading before filling out this report

ANNUAL REPORT

of

Sealer of Weights and Measures

for

HARWICH _____ Massachusetts

JANE ZULKIEWICZ _____ Sealer

For period commencing 1/1/2018 and
ending 12/31/2018 inclusive

In compliance with Chapter 98 Section 37 as amended by Chapter 295 of the Acts of 1998 Section 37. Each municipality shall annually, between January 1 and January 31, submit to the director a written report that describes the components of the municipality's weights and measures program, including, but not limited to, an inventory of all weighing and measuring devices and equipment and the date of the most recent certification for each device or piece of equipment, inspection results by category, results of tests performed pursuant to section 56D, total citations issued by category, the net loss restored to consumers and merchants as a result of its enforcement program, and any - other information required by the director.

A municipality that does not report to the director in the manner prescribed in this section shall not be eligible to retain any revenues generated by the municipality as a result of imposing civil citations as provided in section 29A.

City and Town information

Town/City HARWICH

City or Town Hall Address 732 MAIN STREET, HARWICH, MA 02645

Chairman/Mayor CHRISTOPHER CLARK, TOWN ADMINISTRATOR

Treasurer AMY BULLOCK

City or Town Clerk ANITA N. DOUCETTE

Location of Weights and Measures Office BARNSTABLE WEIGHTS & MEASURES 200 MAIN STREET, HYANNIS, MA 02601

Hours of Operation (Office Hours) 8:00 A.M.-4:30 P.M./MONDAY-FRIDAY

Sealer Information

Sealer's Name Jane Zulkiewicz

Business (Office) Address 200 MAIN STREET

City or Town HYANNIS Zip Code 02601

Home Address 49 MOSS PLACE

City or Town MARSTONS MILLS Zip Code 02648

Telephone Numbers:

Office: (508) 862-4671 Residence: (508) 862-4773

Fax: (508) 778-2412 E-Mail Address jane.zulkiewicz@town.barnstable.ma.us

Deputy Sealers

Name	Address	City or Town	Zip Code	Telephone No.
Jaime Cabot	200 Main Street	Hyannis	02601	508-862-4612
Richard Cohen	200 Main Street	Hyannis	02601	508-862-4669
Kevin Friel	200 Main Street	Hyannis	02601	508-862-4776
Richard Scali	200 Main Street	Hyannis	02601	508-862-4778

General Financial Information

Has City /Town established a Consumer/Merchant Fund ? BARNSTABLE What is the account Balance? N/A

Sealing fees collected (state amount)	\$ 0-SEE TOWN OF BARNSTABLE REPORT	Charges collected for adjusting (state amount)	\$ NONE
Total cost of department, including salary, equipment, transportation, training and all other expenses	\$ FY 18 \$395,840.75	Total Amount collected for Civil Penalties	\$ 0-SEE TOWN OF BARNSTABLE REPORT ON FILE

What amount of insurance is carried upon State Standards as authorized, Sec 6 Chap 98, General Laws? \$ _____

Salary Information

Position	Minimum Salary	Maximum Salary
Sealer	\$	\$
Deputy Sealer #	\$	\$
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #	**SEE TOWN OF BARNSTABLE REPORT**	
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		

Appointment - Certification Information

Name (First name, MI, Last name)	Position (Sealer or Dep. Sealer)	Date of Appointment (mm/dd/yy)	Length of Service (Years/Months)	Date of Certification (mm/dd/yy)	Date of Civil Service Appointment (mm/dd/yy)
JANE ZULKIEWICZ	SEALER	DEPUTY 8/2004 SEALER 8/2013	14 YR 4 MONTHS	4/2005	
RICHARD SCALI	DEPUTY SLR	3/2011	7 YR 9 MONTHS	6/2013	
RICHARD COHEN	DEPUTY SLR	12/2006	12 YR 1 MONTH	7/2009	
JAIME CABOT	DEPUTY SLR	2/2010	8 YR 10 MONTHS	10/2012	
KEVIN FRIEL	DEPUTY SLR	6/2010	8 YR 6 MONTHS	10/2012	

OFFICE STANDARDS

Furnished by the Commonwealth

1. Location of Standards 200 MAIN STREET, HYANNIS, MA 02601

(Give street and number, if any, and whether in City or Town Hall)

Place X against each standard.

2. Balance X Yard Measure X Meter X Kilogram X

3. Avoirdupois Weights:

50lb. X 25lb. X 20lb. X 10lb. X 5lb. X
 4lb. X 2lb. X 1lb. X 8oz. X 4oz. X
 2oz. X 1oz. X 1/2oz. X 1/4oz. X 1/8oz. X
 1/16oz. X

4. Capacity Measures:

1/2bushel X 1/4bushel X 1/8bushel X 1/16bushel X
 1/32bushel X 1 Gallon X 1/2Gallon X 1quart X
 1pint X 1/2pint X 1gill X

STANDARDS OTHER THAN THOSE FURNISHED BY THE COMMONWEALTH

(Give number of each)

5. Apothecary Weights:

2drams 3 1drams 3 1/2drams 3 2scruples 3
 1scruple 3 10grains 0 5grains 3 2grains 3
 1grain 3 0.5grain 3 0.2grain 0 0.1grain 0

Other Standard Apothecary Weights:

4 grains-3; 3 grains-3; 1/2 scruple-3

6. Metric Weights (Give number of each):

50grams 4 20grams 4 10grams 7 5grams 3
 2grams 5 1grams 3 500milligrams 3 200milligrams 6
 100milligrams 5 50milligrams 3 20milligrams 6
 10milligrams 3

Other Standard Metric Weights:

300g-1; 200g-1; 100g-1; 30g-1

7. Troy Weights (Give number of each):

1lb. 0 5oz. 0 2oz. 0 1oz. 0
 10dwt. 0 5dwt. 0 2dwt. 0 1dwt. 0

Other Standard Troy Weights:

0

8. Cylindrical Glass Graduates (Give number of each):

(Calibrated to deliver)

Customary Units

Metric Units

32liq.oz., by 1/2oz. <u>1</u>	1,000ml. by 10ml. _____
16liq.oz., by 1/4oz. <u>1</u>	500ml. by 5ml. _____
8liq.oz., by 1/8oz. <u>1</u>	250ml. by 2ml. _____
4liq.oz., by 1/16oz. <u>1</u>	100ml. by 1ml. _____
2liq.oz., by 1/16oz. <u>1</u>	50ml. by 0.5ml. _____
1liq.oz., by 1/4oz. <u>1</u>	25ml. by 0.2ml. _____
	10ml. by 0.1ml. _____

SEALER'S WORK EQUIPMENT

1. Location of working equipment 200 MAIN STREET, HYANNIS, MA 02601 & 367 SOUTH STREET, HYANNIS, MA 02601
2. Test Balance 200 MAIN STREET, HYANNIS, MA 02601
3. Test Balance for Apothecary Weights 200 MAIN STREET, HYANNIS, MA 02601

WEIGHTS

Avoirdupois Weights	Number of Each	Last Date of Cert.	Decimal Weights	Number of Each	Last Date of Cert.
50 lb.	17	9/13 & 1/14	• 2 lb.	9	1/17 & 2/14
25 lb.	44	2/14 & 2/18	• 1 lb.	5	1/17 & 2/14
20 lb.			• 05 lb.	5	1/17 & 2/14
10 lb.	2	1/17	• 02 lb.	9	1/17 & 2/14
5 lb.	15	1/17	• 01 lb.	5	1/17 & 2/14
4 lb.			• 005 lb.	5	1/17 & 2/14
2 lb.	14	1/17	• 002 lb.	9	1/17 & 2/14
1 lb.	17	1/17	• 001 lb.	6	1/17 & 2/14
8 oz.	5	12/13 & 2/14			
4 oz.	1	12/13 & 2/14	Apothecary Weights	Number of Each	Last Date of cert.
2 oz.	3	12/13 & 2/14	2 drams	3	2/2018
1 oz.		12/13 & 2/14	1 dram	3	2/2018
v2 oz.		12/13 & 2/14	1/2 dram	3	2/2018
V4 oz.	1	12/13 & 2/14	2 scruples	3	2/2018
1/8 oz.	1	12/13 & 2/14	1 scruple	3	2/2018
1/16 oz.	2	12/13 & 2/14	10 grains		
1/32 oz	1	12/13 & 2/14	5 grains	3	2/2018
			2 grains	3	2/2018
Metric Weights	Number of Each	Last Date of Cert.	1 grain	3	2/2018
50 grams	5	2/2018 & 6/2018	0.5 grain	3	2/2018
20 grams	4	2/2018	0.2 grain		
10 grams	8	2/2018 & 6/2018	0.1 grain		
5 grams	3	2/2018	Other Working Apothecary Weights	1/2 scruple-3	2/2018
2 grams	4	2/2018			
1 gram	3	2/2018	Troy Weights	Number of Each	Last Date of Cert.
500 milligrams	3	2/2018	1 lb.		
200 milligrams	6	2/2018	5 oz.		
100 milligrams	3	2/2018	2 oz.		
50 milligrams	2	2/2018	1 oz.		
20 milligrams	6	2/2018	10 dwt.		
10 milligrams	3	2/2018	5 dwt.		
Other Working Metric Weights	1 kg	2/14 & 6/2018	2 dwt.		
	300g-1	1/2017	1 dwt.		
	200g-3	1/17 & 6/2018	Other Working Troy Weights	500g-1	6/2018
	100g-2	1/17 & 6/2018	Other Decimal Weights	.03 lb.-1	2/2018
	30g-1	1/17	Other Apothecary Weights	3 grains & 4 grains-3	2/2018

LIQUID MEASURES

Capacity Measures	Number of Each	Last Date of Certification	Test Measures for Gasoline Pumps	Number of Each	Last Date of Certification
5 gals.			5 gals.	6	1/17 & 8/17
1 gal.			4 gals.		
1/2 gal.			3 gals.		
1 qt.			2 gals.	3	7/2018
1 Pt.			1 gal.		
1/2 pt.			10 GALS.	3	7/2018
1 gill			Test Measures for Fuel Off Meters	Number of Each	Last Date of Certification
1/2bu.			200 gals	1	7/2018
1/4bu.			100 gals.	1	7/2018
1/8 bu.			50gals.		
1/16 bu.			25 gals.	1	7/2018
1/32 bu.			10 gals	1	7/2018
Standard Measuring Flask US Customary Units	Number of Each	Last Date of Certification	Standard Measuring Flask Metric Units	Number of Each	Last Date of Certification
16 liq.oz.	1	-----	500 ml.		
8 liq.oz.	1	-----	250 ml.		
4 liq.oz.	1	-----	100 ml.		
2 liq.oz.	1	-----	50 ml.		
1 liq.oz.	1	-----	25 ml.		
4 liq. Drams graduated in minims					
10 ml. Graduated in 1-10 ml.					

TOOLS, RECORD BOOKS, ETC

Items	Number / Cal Date	Items	Number / Cal Date
Inside Caliper	0	Annual Seals RED	5200
Steel Rule	3	Annual Seals GREEN	5400
Yard Measure	1	Not Sealed Labels	80
Steel Tape	3	Condemning Tags	283
Steel Dies	1	Hopper Funnel	4
Lead or Wire Press	5	Level	4
Lead or Wire Seals	1000	Receipt Books	4
Fiber/Aluminum Seals	115	Inspection Pads	Invoice database system
Sealing Clamp	2	Reweighting Books	Winwam software
PLASTIC SEALS	3925 Green, Red and Blue	Handbooks 44, 130, 133	YES all current
PRESSURE SEALS	156	Mass.Gen.Laws and CM Reg's pertaining to Weights and Measures	YES

DEVICES TESTED DURING THIS PERIOD

Harwich 1/1/2018 to 12/31/2018

		Adjusted	Sealed	Not Sealed	Condemned	Sealing Fee Charged Per Device
SCALES	Cap. Over 10,000 lbs.	0	1	0	1	\$275 / \$250
	5,000 - 10,000 lbs.	0	0	0	0	\$145 / \$120
	100 - 5,000 lbs.	1	10	1	0	\$90 / \$80
	Under 100 lbs.	7	100	11	4	\$60 / \$55
	Balances	0	0	0	0	\$60 / \$55
	Under 10 lbs	4	7	3	0	\$60 / \$55
WEIGHTS	Avoirdupois	0	3	0	0	\$10 / \$8
	Metric	0	0	0	0	\$10 / \$8
	Troy	0	0	0	0	\$10 / \$8
	Apothecary	0	10	0	0	\$10 / \$8
VOLUMETIC MEASURES	Vehicle Tank Compartments					
	Liquid Measures 1 gal. or under					
	Liquid Measures 1 gal. or over					
	Dry Measures					
AUTOMATIC LIQUID MEASURING DEVICES	Meters, Inlet 1" or less	0	0	0	0	\$60 / \$55
	Gasoline	1	113	0	0	\$60 / \$55
	Oil, Grease	0	0	0	0	
	Meters, Inlet more than 1"	0	0	0	0	
	Vehicle Tank Meters	0	10	8	0	\$120 / \$110
	Bulk Storage	0	0	0	0	\$185 / \$160
	Meters	0	0	0	0	
	Oil, Grease	0	0	0	0	\$60 / \$55
OTHER AUTOMATIC MEASURING DEVICES	Taximeters	0	2	0	0	\$60 / \$55
	Leather Measuring Devices	0	0	0	0	
	Cloth Measuring Devices	0	0	0	0	\$25 / \$20
	Wire - Cordage Measuring Devices	0	4	0	0	\$35 / \$30
	Reverse Vending Machines	0	14	0	0	\$35 / \$30 - \$20 / \$15
LINEAR MEASURES	Yardsticks					\$25 / \$20
	Tapes					\$25 / \$20
MISC.						
SCANNING SYSTEMS	Number Scanning Systems 98% or above	0	7	0	0	1 to 3 - \$95
	Number Scanning Systems below 98%	0	0	0	0	4 to 11 - \$180
						12+ - \$300
TOTALS	HARWICH 2018	13	281	23	5	

Complaints-2

DETAILED REPORT OF COURT CASES

	Name of Defendant	Nature of Offense (state commodity involved)	Date mm/dd/yy	Finding	Amount of Fine	Final Disposition
1	None for 2018**					
2						
3						
4						
5						
6						
7						
8						
9						
10						

DETAILED REPORT OF CIVIL CITATIONS

	Name of Defendant	Nature of Offense (state commodity involved)	Civil Citation Number	Date mm/dd/yy	Amount of Fine	Final Disposition or Appealed
1	**SEE ATTACHED REPORT**	Violations for Harwich 2018	1/1/2018-	12/31/2018		
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

List all Court Cases and Civil Citations issued during this reporting period. If you have issued more Civil Citations than the space allows please submit a summary on a separate sheet.

**Weights and Measures
Item Pricing Summary**

All Report Groups, for Harwich, All Business Types, All Inspectors

From 1/1/2018 to 12/31/2018

Sort by Business then Inspection Date, Totals by Town then Business Type

Town Report Group							
Harwich	Items	Number	Over	Savings to	Warnings	Fines	Balance
	Checked	Violations	Charges	Customer			
Auto Gas/Convenience	450	1	1	\$2.07		\$100.00	\$0.00
Convenience store	600	5	4	\$16.04		\$900.00	\$0.00
Deli	50	0	0				
Pharmacy	500	45	19	\$54.96		\$4,500.00	\$0.00
Supermarket	1200	11	7	\$52.56		\$2,700.00	\$0.00
Totals for Harwich	2800	62	31	\$125.63		\$8,200.00	\$0.00

**Weights and Measures
Price Verification Summary**
All Businesses, All Business Types, Town of Harwich, All Inspectors
 From 1/1/2018 to 12/31/2018
 Sort by Business then Inspection Date, Totals by Town then Business Type

	Store	Scanner	Not		Sample	Number	%	Over	Customer	Warn	Fine		
Harwich	Count	Count	Sealed	Sealed	Fee	Count	Errors	Passed	Charges	Savings	Count	Count	Fines
Auto Gas/Convenience	1	1	1	0	\$95	50	0	100%	0				\$0
Convenience store	1	2	2	0	\$95	50	0	100%	0				\$0
Hardware	2	8	8	0	\$360	100	0	100%	0				\$0
Liquor	1	2	2	0	\$95	50	0	100%	0				\$0
Other business type	1	2	2	0	\$95	50	0	100%	0				\$0
Pharmacy	1	7	7	0	\$180	100	0	100%	0				\$0
Harwich totals	7	22	22	0	\$920	400	0	100%	0				\$0

Chapter 295 of the Acts of 1998 Consumer and Merchant Savings Impact Report

Categories	Amount Saved Consumers	Amount Saved Merchants
Gasoline Meters	\$0.00	\$7,864.88
Vehicle Tank Meters (Heating 011)	\$0.00	\$0.00
Others Devices	\$0.00	\$0.00
Reweighing of Commodities Totals	\$803.00	\$20,493.80
Item Pricing Scanning Errors	\$45,854.95	\$0.00
Other Savings	\$0.00	\$0.00
Totals	\$46,657.95	\$28,358.68

Any savings being reported must be documented. All Inspection reports on which these savings are based must be maintained for three years and be made available for auditing purposes, upon request.

SUMMARY OF INSPECTIONS

1. Do you keep a permanent record on file of all individual inspections and reweighing YES

Inspections and Tests; state number of each

2. Peddler's Licenses Licensing

3. Transient Vendors Licensing

4. Fuel Oil Delivery Certificates 0

5. Marking of-

Bread 0

Food Packages 417

Coal, -Coke and Charcoal in paper bags 0

6. Clinical Thermometers 0

7. Scales 118

8. Other Inspections 163

9. Measure Containers 0

10. Retest of gasoline devices after sealing 1

I 1. Number of retail outlets required to:

Have scanning system tested 17 Total:%done each year

Post Unit Pricing 2

Post Consumer Notice 17

12. Number of Scanning Inspections 7

13. Number of Unit Pricing Inspections 186

14. Number of Unit Pricing prosecutions and hearings 0

15. Miscellaneous Inspections and Tests 2-Complaints Investigated

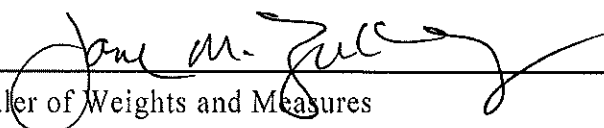
16. Reweighing and re-measurements made for municipality
(specify commodity and quantity)

See page 8

To the Director of Standards,

The foregoing comprises my annual report for the period ending December 31, 2018
and is herewith submitted as required by law.

Signed



Sealer of Weights and Measures Date 2/7/2019



Citizen Request Management - Internal Use

Request ID:	59891	Created:	1/18/2019 12:14:30 PM
Status:	Closed	Assigned To:	Cohen, Richard ConsumerAffairsDept
Anonymous:	No	Category:	Weights Measures
Routine work:	Yes	Estimate:	No
E.C. Date:	2/4/2019		
Created By:	Hadfield, Golda ConsumerAffairsDept	Citations:	
Time Worked:	2.50	Response Time:	1.00

▼ Requestor Details:	Stephen Strickler Click Road List Click Road List Ma 508-241-4129
▼ Email:	sstrickler59@yahoo.com
Request Location:	Meservey's 137 Shell 110 Massachusetts 137 Harwich, Ma 02645
Parcel Number:	<input type="text"/> Map: <input type="text"/> Block: <input type="text"/> Lot: <input type="text"/>
Request:	<p>Mr. Stephen Strickler went to the Shell gas station on Rte. 137 in East Harwich to buy regular gas (pump #2) for his 1 1/4 gallon gas can today. He filled the gas can maybe up to 3/4 full. He looked at his receipt and he was charged 1.456 gallons at 2.599/ gallon for \$3.78. He did not talk to anyone at this gas station.</p>

▼ Request Work History:	
	<p>Entered on 1/25/2019 9:14:26 AM by Cohen, Richard</p> <p>Inspector R.Cohen called and left a message for Mr. Strickler that I would be investigating his complaint on the next day available . I went to the station spoke to the manager Garrett Meservey on 1-23 and proceeded to test both the regular and premium on pump #2. The results were plus 1 cu. inch for regular and plus 2 cu. in. for premium in my 5 gallon test measures. As this is well within the required minimum of +/- 6 cubic inches it is completely accurate. There is several reasons that Mr. Strickler was able to fit 1.456 gallons in the gas container, there is a fill line on the container which allows for about 20% space in the container. It is stated as an estimated capacity only. The wear of the container and age can effect capacity. The weather in extreme cold conditions where the fuel does not expand, but the container would also be smaller. The pump is operating completely accurately and there is no other findings at this time.</p>
▼ Internal Note History:	



Citizen Request Management

Request ID:	59905	Created:	2/1/2019 2:26:09 PM
Status:	Closed	Assigned To:	Cohen, Richard ConsumerAffairsDept
Anonymous:	No	Category:	Enforcement
Routine work:	Yes	Estimate:	No
E.C. Date:	2/15/2019		
Created By:	Zulkiewicz, Jane ConsumerAffairsDept	Citations:	
Time Worked:	3.50	Response Time:	1.00

Request Location: Stonewood Products 516 Depot Street Harwich, Ma 02645	
Parcel Number:	Map: Block: Lot:
Request: Kyle is in the landscape industry; is concerned with the way Stonewood Products is selling Thin Veneer stone. It is a layer measurement by the square foot. He has done some jobs and buys a significant order; he is thinking he is getting the square footage he needs and he comes up predominantly short. How can he assure he is getting 90 sq ft as declared. what are the guidelines on selling stone by the pallet and sq ft? It seems the stone has a lot of air space and is not packed tightly. Some yard had the stone tightly packed and wrapped in wire and taped. Please call Kyle for more information.	

Request Work History:
Entered on 2/6/2019 8:56:19 AM R.Cohen phoned Kyle on 2/01 to get more information
Entered on 2/14/2019 10:36:52 AM Inspector R. Cohen spoke to Kyle Holt about the issue and got clarification of the issues he was having with the product shortages. Some have more space between the pieces of veneer , but does sell at a lower cost. Some pallets are sold at 9 square layers and range \$10-\$20 per square foot with an entire pallet being \$108 sq. ft. R.Cohen went to Stonewood Products on 2/6/19 where it is being purchased. Management showed the inspector several different types of the product. How it was packed and sold by square footage. Pictures were taken and attached to this complaint. Measurements taken of some products in question were accurate in square footage at 9 square per layer and 12 layers accounting for the 108 sq. ft tag being sold by the pallet. The round stones seemed to have some extra on the top layer approximately 6-8 extra pieces. I asked the management if this was to make up for possible special differences between the stones and extra air space between layers. He said it comes in from the manufacturer packed that way covered with chicken wire and sold without taking apart. Unless someone needs to by a smaller amount and the individual layer is sold as 9 square of product for those pieces. There are separate pricing for linear pieces and corners also sold by linear foot. There does seem to be a difference in the way different manufacturers pack different product. I was told the companies selling larger

pieces can be packed more tightly and have less waste , due to the sizes and cut. There is a higher cost per square footage, but they acknowledge there would be less waste or shortage. It depends on the quality of the product, manufacturer and amount purchased. Management states they give contractor discounts and volume based discounts as well as appropriately price the different products. Management said they would resolve the issue with the manufacturer and buyers.



NAME OF FIRM Scribano's Italian Market & Deli		DATE 4/25/2019	G
ADDRESS 302 Route 28	CITY/TOWN/STATE Harwich Port, Harwich, MA 02646	TIME IN 11:15	TIME OUT 12:20
		R	X

Scales Handout

Serial Number	Manufacturer	Capacity	Min Grad	Use	Results
PK09403836	CAS	30 lb	0.01 lb	Deli	29.9716 @ 30lb SEALED
PK09403825	CAS	30 lb	0.01 lb	Deli	29.9716 @ 30lb SEALED

Annual Devices Inspection 2019

Model LP-1000 CO# 92-169
S/N PK09403836 Seal # 2832752
S/N PK09403825 Seal # 0624809

Seasonal Business Open Mid April to weekend after Columbus Day

Items Net Weight Package Checking all Passed.

Business Contact: Mark Ben, 774-722-5772

DEVICE	FEE	ADJ	SEALED	NOT SEALED	COND.	CHARGES
Taxi Meters	60/55					
Motor Fuel Meters	60/55					
Vehicle Tank Meters	120/110					
Vehicle Tank Gravity	185/160					
Scanners	95/180 300					
Pumps, each stop	15					
Bulk Meters	185/160					
Misc.						

DEVICE	FEE	ADJ	SEALED	NOT SEALED	COND.	CHARGES
Yardstick	25/20					
Tapes	25/20					
Fabric Meas.	25/20					
Wire Rope Cordage, Etc.	35/30					
Dry <BU Measure >BU	95/130					
Reverse Vending	35/30 20/15					#401
Counting Device	35					

DEVICE	FEE	ADJ	SEALED	NOT SEALED	COND.	CHARGES
Over 10,000 lbs.	275/250					
5,001 10,000 lbs.	145/120					
100 to 5,000 lbs.	90/80					
Under 100 lbs.	60/55		2			\$120.00
Under 10 lbs.	60/55					
Weights each	10/8					

Above fees are grouped on basis of first 3 devices & 4 or more per inspection except scanners.

Reinspection fee \$100 ea.
TOTAL FEE \$120.00

SIGNATURE OF PERSON IN CHARGE

PAYMENT RECEIVED BY:

M. DeFralo

Paid Ch. 401

B. Cohen

NO PERSON SHALL USE A MEASURING DEVICE WITHOUT FIRST HAVING IT TESTED AND SEALED.

Fees and adjusting charges authorized by Section 56, M.G.L.,



Town of Barnstable
Weights & Measures
200 Main Street
Hyannis, MA 02601
508-862-4671

Net Weight Compliance Inspection Report

Total Packages Checked 27

Seribano's Italian Market + Deli 5/24/19

Name of Business
302 ROUTE 28
Address

Date
Harwichport, Ma. 02646
City/Town

Time In
11:50

Time Out
12:10

COMMODITY

Product **Pecorino cheese**
Size
Price/lb **\$14.99 lb.**
MAV
TARE **.02 (without lid) .04 (with lid)**

	Label	Actual	P/F
1	.20	.24	P
2	.21	.25	
3	.20	.24	
4	.24	.28	
5	.20	.24	
6	.22	.26	✓
7			
8			
9			
10			
11			
12			

COMMODITY

Product **Parmigiano cheese**
Size
Price/lb **19.99 lb.**
MAV
TARE **.03 (without lid) .05 (with lid)**

	Label	Actual	P/F
1	.42	.47	P
2	.41	.46	
3	.42	.47	
4	.40	.45	
5	.42	.47	
6	.40	.45	✓
7			
8			
9			
10			
11			
12			

COMMODITY

Product **Ta leggio D.P.O**
Size
Price/lb **12.99 lb**
MAV
TARE **.01**

	Label	Actual	P/F
1	.70	.71	P
2	.60	.61	
3	.52	.53	
4	1.03	1.04	
5	1.06	1.07	
6	1.01	1.02	
7	1.02	1.03	✓
8			
9			
10			
11			
12			

COMMODITY

Product **Fontina**
Size
Price/lb **10.99 lb**
MAV
TARE **.01**

	Label	Actual	P/F
1	.98	.99	P
2	.92	.93	
3	1.07	1.08	
4	1.06	1.07	
5	1.23	1.24	
6	1.16	1.17	
7	.96	.97	
8	.91	.92	✓
9			
10			
11			
12			

Notes: **Net Weights Package Checking 27 Items Passed, Tares shown on Labels, Containers weighed without covers**

B. Cohen
Inspector

M. DePaolis
Person in Charge

Town of Barnstable Weights & Measures

200 Main Street

Hyannis, MA 02601

508-862-4671

Package Checking Summary

Insp Date: 5/24/2019 Business ID: 904
 Business: SCRIBANO'S
 302 ROUTE 28
 HARWICH, MA 02646

Inspection: P5000022
 Store ID:
 Phone:
 Inspector: 5 Rick Cohen
 Reason: Routine

Commodity	Brand	Class	Type	Lot Size	Samp Size	Tare	\$/Unit	Avg E	Result
Pec Romano Cheese	Store	Cheese	Rnd	6	6	0.040	\$14.99/l	0.000	Pass
Parm Regiano Cheese	Store	Cheese	Rnd	6	6	0.050	\$19.99/l	0.000	Pass
Taleggio D.O.D.	Store	Cheese	Rnd	7	7	0.010	\$12.99/l	0.000	Pass
Fontina	Store	Cheese	Rnd	8	8	0.010	\$10.99/l	0.000	Pass

Notes:

Inspector

Acknowledged Receipt :

Town of Barnstable
Weights and Measures
UPC Inspection Report

POSTED

Harwich 2019
382 items

Store Name	STOP & SHOP #475								
Address	111 RT. 137								
Town	HARWICH, MA				MANAGER: <i>[Signature]</i>				
Inspector	J. CABOT								
Date	MAY 29, 2019								
						Calculated Price should match the UPC Label Price			

Item Description	Container Size	UP Label Size	UP Label Price	UP Label per	Price per	Calculated Price	Count	Correct	Incorrect
SAVORY WILD	2 OZ	2	3.99	31.92	Lb	\$3.99	3	✓	
SUNSWRET	25 OZ	25	4.99	2.75	Lb	\$4.29	11	✓	
GREEN ORGANIC	3.5 OZ	3.5	1.79	8.18	Lb	\$1.79	26	✓	
GREEN ORG.	4 OZ	4	1.29	5.16	Lb	\$1.29	112	✓	
AVEENO BABY	5 OZ	5	6.99	22.37	Lb	\$6.99	6	✓	
SIMPLE GREEN	22 OZ	22	6.49	9.44	QT	\$6.49	22	✓	
GOLGATE	10 OZ	10	8.99	14.38	Lb	\$8.99	16	✓	
CREST 3D (2pk)	9.6 OZ	9.6	7.99	13.31	Lb	\$7.99	7	✓	
LOT RIMIN	1.1 OZ	1.1	12.99	188.95	Lb	\$12.99	12	✓	
RENU	12 OZ	12	8.99	11.98	PT	\$8.99	3	✓	
VISINE	1/2 OZ	0.5	5.29	169.28	PT	\$5.29	9	✓	
MIRALAX	17.9 OZ	17.9	24.49	21.29	Lb	\$24.49	4	✓	
HALLS	30 CT	30 CT	2.29	7.63	100	\$2.28	11	~	
NUTRAMENT	12 OZ	12	2.49	26.56	GAL.	\$2.49	9	✓	
VERMONT VILLAGE	8 OZ	8	4.99	79.84	GAL.	\$4.99	8	✓	
PREVAGEN	30 CT	30	39.99	133.30	100	\$39.99	3	✓	
JUST FOR MEN	3.4 OZ	3.4	9.99	99.02	QT	\$9.99	8	✓	
NEUTROGENA MEN	1.4 OZ	1.4	13.99	159.88	Lb	\$13.99	6	✓	
L'OREAL	6.8 OZ	6.8	4.69	22.07	QT	\$4.69	8	✓	
GOT 2b	12 OZ	12	5.99	7.98	Lb	\$5.99	8	✓	
SUAVE	12.6 OZ	12.6	3.99	5.06	PT	\$3.98	64	~	
HERBAL ESSENCES	10.1 OZ	10.1	3.99	6.32	PT	\$3.99	17	✓	
TRESEMME	10.5 OZ	10.5	5.69	8.67	Lb	\$5.69	8	✓	
Totals							382		

Inspection Fees

VS.

Town of Barnstable

Expenses

CONSUMER PROTECTION REVOLVING FUND

1103 CONSUMER PROT REVOLVING FUND	FY 2016 ACTUALS	FY 2017 ACTUALS	FY 2018 ACTUALS	FY 2019 ACTUALS	FY 2020 PROJECTION	FY 2021 PROJECTION	FY 2022 PROJECTION	FY 2023 PROJECTION
CHARGES FOR SERVICES								
REVOLVING FEES	236,026	223,858	248,696	234,930	252,000	252,000	252,000	252,000
TOTAL CHARGES FOR SERVICES	\$ 236,026	\$ 223,858	\$ 248,696	\$ 234,930	\$ 252,000	\$ 252,000	\$ 252,000	\$ 252,000
FEES								
PROPOSED FEES CONTRACT TOWNS	-	-	-	-	148,500	152,213	156,018	159,918
FILING FEES	2,207	4,578	-	-	-	-	-	-
INSPECTION	-	-	800	-	800	800	800	800
TOTAL FEES	\$ 2,207	\$ 4,578	\$ 800	\$ -	\$ 149,300	\$ 153,013	\$ 156,818	\$ 160,718
FINES & PENALTIES								
VIOLATIONS-CONSUMER PROTECTION	128,000	130,665	113,463	131,080	120,000	120,000	120,000	120,000
TOTAL FINES & PENALTIES	\$ 128,000	\$ 130,665	\$ 113,463	\$ 131,080	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
TOTAL REVENUE	366,233	359,101	362,959	366,010	521,300	525,013	528,818	532,718
PERSONNEL COSTS								
SALARY/WAGES-PERM.	317,984	333,305	341,523	351,341	360,885	371,677	382,827	394,349
SALARY/WAGES-OVERTIME	-	-	-	415	500	500	500	500
RETIREMENT	-	-	-	-	82,039	84,492	87,027	89,646
HEALTH INSURANCE	21,210	21,913	20,559	20,865	20,865	22,430	24,112	25,920
LIFE INSURANCE	43	44	55	58	60	60	60	60
MEDICARE	4,279	4,400	4,555	4,701	4,800	4,943	5,092	5,245
LONGEVITY	750	850	1,940	2,000	1,000	1,000	1,000	1,000
TOTAL PERSONNEL COSTS	\$ 344,266	\$ 360,513	\$ 368,632	\$ 379,380	\$ 470,149	\$ 485,102	\$ 500,618	\$ 516,721
OPERATING EXPENSES								
ADVERTISING	175	172	185	376	220	220	220	220
CELLULAR PHONE SERVICE	2,798	2,189	2,126	4,240	5,000	5,000	5,000	5,000
DIESEL FUEL	288	161	268	323	290	290	290	290
DUES & MEMBERSHIPS	925	835	475	1,250	1,250	1,250	1,250	1,250
GASOLINE	3,613	2,510	2,966	2,902	2,900	2,900	2,900	2,900

CONSUMER PROTECTION REVOLVING FUND

OFFICE SUPPLIES	3,878	2,938	9,385	2,825	3,100	3,100	3,100	3,100
PARTS/ACCESSORIES	44	104	20	-	100	100	100	100
POSTAGE/DELIVERY SERVICE	-	-	585	800	600	600	600	600
PRINTING	361	173	384	315	450	450	450	450
PROF SERV - OTHER	460	410	293	-	400	400	400	400
REPAIRS & MAINT - VEHICLES	1,456	2,523	3,039	2,351	2,500	2,500	2,500	2,500
SAFETY EQUIPMENT	122	-	97	97	100	100	100	100
TRAINING	8,740	7,391	6,464	7,697	7,150	7,150	7,150	7,150
UNIFORMS	725	750	919	1,048	1,000	1,000	1,000	1,000
DEPRECIATION	-	-	-	-	29,324	29,324	29,324	29,324
TOTAL OPERATING EXPENSES	\$ 23,585	\$ 20,157	\$ 27,209	\$ 24,223	\$ 54,384	\$ 54,384	\$ 54,384	\$ 54,384

TOTAL REVENUES	\$ 366,233	\$ 359,101	\$ 362,959	\$ 366,010	\$ 521,300	\$ 525,013	\$ 528,818	\$ 532,718
TOTAL EXPENSES	\$ 367,851	\$ 380,669	\$ 395,841	\$ 403,603	\$ 524,533	\$ 539,486	\$ 555,002	\$ 571,105
SURPLUS (DEFICIT)	\$ (1,618)	\$ (21,569)	\$ (32,882)	\$ (37,593)	\$ (3,233)	\$ (14,474)	\$ (26,184)	\$ (38,387)

FUND BALANCE								
BEGINNING FUND BALANCE	\$ 235,618	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,723	\$ 124,249	\$ 98,065
ENDING FUND BALANCE	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,723	\$ 124,249	\$ 98,065	\$ 59,678

CASH BALANCE								
BEGINNING CASH BALANCE	\$ 235,618	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,047	\$ 122,897	\$ 96,037
CURRENT YEAR SURPLUS (DEFICIT)	\$ (1,618)	\$ (21,569)	\$ (32,882)	\$ (37,593)	\$ (3,233)	\$ (14,474)	\$ (26,184)	\$ (38,387)
DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ 29,324	\$ 29,324	\$ 29,324	\$ 29,324
VEHICLE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ -
ENDING CASH BALANCE	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,047	\$ 122,897	\$ 96,037	\$ 86,975

VEHICLE COST	LOW	HIGH	AVERAGE	YEARS	AMORTIZATION			
FORD RANGER 2008 M77459	\$ 28,038	\$ 32,520	\$ 30,279	10	3,028	3,028	3,028	3,028
FORD RANGER 2008 M77458	\$ 28,038	\$ 32,520	\$ 30,279	10	3,028	3,028	3,028	3,028
FORD RANGER 2009 M88217	\$ 28,038	\$ 32,520	\$ 30,279	10	3,028	3,028	3,028	3,028
CHEVY 3500 2002 M37830	\$ 145,000	\$ 200,000	\$ 172,500	10	17,250	17,250	17,250	17,250
CAR INSURANCE	-	-	-	-	2,991	2,991	2,991	2,991
VEHICLE DEPRECIATION					\$ 29,324	\$ 29,324	\$ 29,324	\$ 29,324

CONSUMER PROTECTION REVOLVING FUND

TOTAL REVOLVING FUND COSTS		FY 2020	FY 2021	FY 2022	FY 2023
TOWN	# DEVICES	PROJECTION	PROJECTION	PROJECTION	PROJECTION
BREWSTER	63	\$ 9,000.00	\$ 9,225.00	\$ 9,455.63	\$ 9,692.02
BOURNE	477	\$ 15,000.00	\$ 15,375.00	\$ 15,759.38	\$ 16,153.36
CHATHAM	178	\$ 10,500.00	\$ 10,762.50	\$ 11,031.56	\$ 11,307.35
DENNIS	400	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02
FALMOUTH	37	\$ 9,000.00	\$ 9,225.00	\$ 9,455.63	\$ 9,692.02
HARWICH	253	\$ 12,000.00	\$ 12,300.00	\$ 12,607.50	\$ 12,922.69
MASPHEE	273	\$ 12,000.00	\$ 12,300.00	\$ 12,607.50	\$ 12,922.69
ORLEANS	308	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02
SANDWICH	325	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02
YARMOUTH	438	\$ 15,000.00	\$ 15,375.00	\$ 15,759.38	\$ 16,153.36
BARNSTABLE	1,147	\$ 25,500.00	\$ 26,137.50	\$ 26,790.94	\$ 27,460.71
TOTAL DEVICES	3,899	\$ 148,500	\$ 152,213	\$ 156,018	\$ 159,918

INCREMENTS	DEVICE RANGE		BASE	3x	2.50%				
100	-	100	\$ 3,000.00	\$ 9,000.00	\$ 9,225.00	\$ 9,455.63	\$ 9,692.02	\$ 9,934.32	
200	101	200	\$ 3,500.00	\$ 10,500.00	\$ 10,762.50	\$ 11,031.56	\$ 11,307.35	\$ 11,590.04	
300	201	300	\$ 4,000.00	\$ 12,000.00	\$ 12,300.00	\$ 12,607.50	\$ 12,922.69	\$ 13,245.75	
400	301	400	\$ 4,500.00	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02	\$ 14,901.47	
500	401	500	\$ 5,000.00	\$ 15,000.00	\$ 15,375.00	\$ 15,759.38	\$ 16,153.36	\$ 16,557.19	
600	501	600	\$ 5,500.00	\$ 16,500.00	\$ 16,912.50	\$ 17,335.31	\$ 17,768.70	\$ 18,212.91	
700	601	700	\$ 6,000.00	\$ 18,000.00	\$ 18,450.00	\$ 18,911.25	\$ 19,384.03	\$ 19,868.63	
800	701	800	\$ 6,500.00	\$ 19,500.00	\$ 19,987.50	\$ 20,487.19	\$ 20,999.37	\$ 21,524.35	
900	801	900	\$ 7,000.00	\$ 21,000.00	\$ 21,525.00	\$ 22,063.13	\$ 22,614.70	\$ 23,180.07	
1,000	901	1,000	\$ 7,500.00	\$ 22,500.00	\$ 23,062.50	\$ 23,639.06	\$ 24,230.04	\$ 24,835.79	
1,100	1,001	1,100	\$ 8,000.00	\$ 24,000.00	\$ 24,600.00	\$ 25,215.00	\$ 25,845.38	\$ 26,491.51	
1,200	1,101	1,200	\$ 8,500.00	\$ 25,500.00	\$ 26,137.50	\$ 26,790.94	\$ 27,460.71	\$ 28,147.23	
1,300	1,201	1,300	\$ 9,000.00	\$ 27,000.00	\$ 27,675.00	\$ 28,366.88	\$ 29,076.05	\$ 29,802.95	
		TOTALS	\$ 78,000.00	\$ 234,000.00	\$ 239,850.00	\$ 245,846.25	\$ 251,992.41	\$ 258,292.22	

WEIGHTS AND MEASURES SERVICES INTERMUNICIPAL AGREEMENT
BETWEEN
TOWN OF BARNSTABLE
AND
TOWN OF HARWICH

PREAMBLE

This Intermunicipal Agreement (hereinafter "Agreement"), made and entered into this _____ day, of _____, 2020 pursuant to M.G.L. c. 40, §4A, executed in duplicate (each executed copy constituting an original) between the Town of Barnstable, a Massachusetts municipal corporation with its principal place 367 Main St. Hyannis, MA 02601, acting by and through its Town Manager (hereinafter "Barnstable") and The Town of Harwich, acting by and through its Interim Town Administrator, as authorized by the Board of Selectmen (hereinafter "Town") (both Barnstable and Town are together referred to herein as the "Members", and sometimes referred to individually as a "Member").

RECITALS

WHEREAS Barnstable has town staff employed as a sealer of weights and measures and deputy sealers of weights and measures working within its Licensing Division; and

WHEREAS Town has no town staff currently employed or contracted as sealer of weights and measures; and

WHEREAS Town desires to enter into an agreement with Barnstable for services performed by the sealer and deputy sealers of weights and measures; and

WHEREAS, M.G.L. c. 40, § 4A allows the Chief Executive Officers of cities towns and districts to enter into agreements with one or more other governmental entities to jointly perform activities or undertakings which any of the contracting governmental entities are authorized by law to perform; and

WHEREAS, said M.G.L. c., 40 § 4A sets forth the requirements for and parameters of such "intergovernmental agreements"; and

WHEREAS, the Members participating in this Agreement each have authorized participation in this Agreement: by the Town Manager for Barnstable a copy of which is attached hereto as Exhibit A and by the Board of Selectmen for Town a copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, the Members, in consideration of the mutual benefits to be derived by the Members hereto, pursuant to the authority contained in M.G.L. c. 40, § 4A, do hereby mutually agree as follows.

ARTICLE I
SCOPE OF SERVICES

Barnstable agrees to provide to Town ,Weights and Measures services of Barnstable employees who are certified sealers or deputy sealers of weights and measures pursuant to G. L.c. 98 §§ 34 and 35 under the following terms and conditions.

ARTICLE II
RIGHTS AND OBLIGATIONS OF THE MEMBERS

1. The services to be provided under this Agreement shall be provided by the Town of Barnstable sealer of weights and measures and deputy sealers of weights and measures (collectively "Barnstable employees"), or by one or more such qualified successors as may be appointed by the Town Manager of Barnstable during the Term.

2. Barnstable agrees to provide the services subject to the availability of the Barnstable employees. Barnstable employees will schedule services directly with establishments in the Town. In the event that Barnstable employees are for whatever reason, unavailable to provide the services stipulated herein, Barnstable shall provide notice of such unavailability to the Town.

3. The services to be provided under this Agreement shall include the following.

a. Notice

The Barnstable employees shall give notice to each establishment in Town known to use weighing, measuring or scanning devices that testing of these devices is required, and shall annually give public notice, by advertisement or by posting notices in one or more public places in their towns or districts, to all inhabitants, or persons having usual places of business therein, using weighing or measuring devices for the purpose of buying or selling goods, wares or merchandise, for public weighing or for hire or reward, to bring them in to be tested, adjusted and sealed or to request that such devices be tested, adjusted and sealed at their place of business.

b. Testing

The Barnstable employees shall apply and enforce the provisions of the laws pertaining to weights and measures including devices, testing and certifying all devices as required in a timely fashion. In addition, testing of automated checkout systems, conducting reweighing of commodities, item price, scanner waiver, unit price code inspections, and consumer complaints.

c. Collection of Fees

Town shall accept the fees and fines established by Barnstable to be charged to Town establishments for services. Barnstable employees shall charge and collect fines and fees for services and shall account for and pay same into the Barnstable Consumer Protection Revolving Fund. All fees and fines so charged and collected shall belong entirely to Barnstable.

d. Reports

Barnstable shall maintain records and provide annual reports to Town as required By M. G.L. 98, § 34 and to the director as provided by § 37.

4. Barnstable shall provide the Barnstable employees with a vehicle and equipment for official use in performing the services, and shall bear the responsibility of registering, insuring, fueling and maintaining vehicles and equipment.

5. The Barnstable employees shall maintain regular office hours in Town of Barnstable and not in Town.

6. The Town shall pay to Barnstable the following sum for the weights and measures services of \$12,300.00 , beginning July 1, 2020, with an increase according to the CPI or 2% whichever is greater, per fiscal year beginning in FY22 and billed each July 1STfor administrative expenses and cost to provide services including retirement and depreciation of equipment for replacement. The initial sum due shall be assessed and billed by Barnstable at the beginning of each FY and each payment is due and payable within fifteen (15) days after the commencement of such fiscal year.

7. Members agree to allow the Barnstable employees to enjoy such vacation, sick days, personal days and other leave as provided under applicable collective bargaining agreements and legislation. Neither Member shall make any demand on the Barnstable employees or take any action with respect to the services that is in violation of rights under any collective bargaining agreement or applicable legislation.

8. In addition to statements provided pursuant to paragraph number 6 of this ARTICLE II, Barnstable shall prepare, at its cost, an annual report of costs and receipts incurred pursuant to the Agreement which shall be submitted to Town within thirty days of the end of the calendar year. All records supporting the billing shall be kept by Barnstable's Weights and Measures Division and made available for Town review upon request. If Town determines that an audit should be performed on the billing for these services Town shall bear the costs of such an audit and Barnstable shall provide all the records necessary to complete the audit.

ARTICLE III
TERM / AMENDMENTS

INDEMNITY I . The term of this Agreement shall commence and be automatically renewed each year , and reviewed every three (3) years , unless sooner terminated as herein provided, not to exceed 25 years. The Members intend that the Members entering into this Agreement are the sole and exclusive beneficiaries of the Agreement. Either Member may terminate this Agreement, at its sole discretion by providing 90 days' written notice to the other Member in accordance with paragraph 5 of this Article III.

2. This Agreement shall not take effect until July 1, 2020,I by the Members, at which time, it shall become the binding and legally enforceable Agreement of each such member.

3. No officer, official, agent, or employee of any Member shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the other Members by making any promise or representation not contained herein except by an authorized written amendment requiring approval by the Town's authorized entity and the approval of the Town Manager of Barnstable. Said amendment shall be executed in the same manner as this Agreement is executed. No Member may rely on any conduct, statements, action, inaction or course of conduct of the employees, agents or officers of any other Members as having changed, modified or amended this Agreement. No Member shall be construed as waiving any provision of the Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by any Member of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by any Member shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to the Member.

4. In the event that any claims, demands, suits, causes of action and costs and expenses arise with respect to the performance of services as provided to this Agreement, the Member receiving services shall be liable for and to the extent permitted by law, shall indemnify, and hold the other Member providing services harmless from and against any and all such claims, demands, suits, causes of action, costs and expenses, including reasonable attorney's fees, arising from services performed within its borders or on behalf of that Party, except to the extent of the negligence or willful misconduct of the Member providing the services.

5. This Agreement may be terminated by either Member for any reason or no reason on ninety (90) days written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination or otherwise as provided by law.

6. No Member shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Member.

7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

8. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the Member waiving such obligation or condition. Forbearance or indulgence by a Member shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that Member under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

9. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof

10. Any notice permitted or required hereunder to be given or served on either Member by the other shall be in writing signed in the name of or on behalf of the Member giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail to the following.

11. This Agreement constitutes the entire agreement between the Members concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Members concerning the subject matter hereof. Each Member acknowledges that it has not relied on any representations by the other Member or by anyone acting or purporting to act for the other Member or for whose actions the other Member is responsible, other than the express, written representations set forth herein.

12. Each Member shall notify the other Member in writing and keep the other Members informed of the changed names and titles of its official or officials responsible for the implementation of the terms of this Agreement.

13. In addition to the remedies, power and authority which each Member has at law or under its ordinances, by-laws, rules or regulations the following remedies shall be available to each Member:

a. If any Member fails to fulfill any material obligation or condition of this Agreement (either a "Defaulting Member"), the other Member has the right to suspend this Agreement by giving sixty (60) days' notice (a "Default Notice"), in writing, of their intent to do so (the "Default Notice Period"). Upon receipt of such notice, the Defaulting Member shall have the right to prevent suspension by curing the default within thirty (30) days and diligently and continuously pursuing such cure to completion within any additional time which may be necessary to affect such cure. Suspension shall not release any Member from its obligation to pay all bills or sums due prior to suspension, in accordance with this Agreement.

b. Each Member reserves the right, either in law or equity, by suit, and complaint in the nature of specific performance or other proceeding, to enforce or compel performance of this Agreement. The remedies set forth in this Agreement are separate and cumulative, and the election of one does not preclude use of another.

14. Each Member shall immediately, within not more than twenty four (24) hours, notify the other Member of any emergency or condition which may affect its participation in or the carrying out of its responsibilities under this Agreement.

15. Employees, servants or agents of either of the Members shall not be deemed to be agents, servants or employees of any other Member for any purpose including, but not limited to, either Workers' Compensation or unemployment insurance purposes. Specifically, the Barnstable employees shall not be deemed to be employees of Town for such purposes and any Town or other staff appointed by said Town, whether as contemplated herein or otherwise, shall not be deemed to be employees of Barnstable.

16. Counterparts: This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies shall be deemed original signatures.

This Intermunicipal Agreement shall be in effect until one of the parties dissolves this agreement with notice as provided above.

For the Town of Barnstable
Town Manager

Signed this day

For the Town of Harwich
Interim Town Administrator

Signed this day

Board of Selectman

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039




Robert C. Lawton, Jr.
Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

CC: Roman Greer, Griffin Ryder

RE: Golf Course Cart Lease Extension

DATE: May 27, 2020

We had received a request from the Director of Golf to act under the current agreement between the Town of Harwich and New England Golf Cars to extend the existing golf cart lease for one year, as authorized under article 1 paragraph two of the existing agreement.

The Golf Director has submitted his recommendation and reasons for the extension in an attached memo. We have reviewed this with town Council and the club and the amendment is approved as to form. I would recommend approval of the one year lease extension.

RCL



Cranberry Valley Golf Course
Harwich, MA

Memo

To: Board of Selectmen

From: Roman Greer, Director of Golf

cc: Joseph F. Powers, Interim Town Administrator
Clem Smith, Golf Committee Chairman

Date: 3/18/20

Re: One-year lease extension of golf cart contract

Mr. Chairman and Members of the Board,

I am recommending that you sign the attached one-year extension to the current golf cart lease for Cranberry Valley, as authorized in Article 2 of the lease and lease Attachment A. The terms will remain the same as last year and they are favorable. With our electrical upgrade scheduled for July, this extension should bridge the golf courses transition from gas to electric carts. I will plan to present my recommendation to you this Fall/Winter for a new electric cart fleet lease.

Respectfully Submitted,

Roman Greer, PGA
Director of Golf
Town of Harwich

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 New England Golf Cars, with an address of 62 Industrial Way, Seekonk, MA, 02771, hereinafter referred to as "Contractor", effective as of the 11 day of March, 2019. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with a fleet of golf carts for use on Cranberry Valley Golf Course, including the scope of services set forth in Attachment A.

This contract shall be in force for a period of one year, commencing on March 15, 2019 and ending on March 15, 2020. There are two one-year lease extensions at the same terms at the sole discretion of the Town of Harwich.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing March 15, 2019 through March 15, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of 16.75% of gross golf cart revenue.

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.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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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.

Golf Cart Lease Extension Number 1 (2020 – 2021)

As authorized in Article 1 of the original lease agreement between the Town of Harwich and New England Golf Cars on March 15, 2019.

CONTRACTOR

By



Scott Robinson *president*
Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$50,000

Approved as to Availability of Funds:



Finance Director

EST
(\$ 55,000.)
Contract Sum

by its Town Administrator Under \$50,000

Town Administrator

TOWN OF HARWICH

LEASE AGREEMENT

FOR GASOLINE POWERED GOLF CARTS

FOR CRANBERRY VALLEY GOLF COURSE

ATTACHMENT A

Agreement made this ____ day of March, 2019 between the Town of Harwich, a municipal corporation situated in Barnstable County with a mailing address of 732 Main Street, Harwich, Massachusetts 02645, hereinafter referred to as "LESSEE" and New England Golf Cars hereinafter referred to as "LESSOR".

Whereas, the parties wish to enter into a lease agreement for gasoline powered golf carts for Cranberry Valley Golf Carts located at 183 Oak Street, Harwich, MA 02645, it is mutually agreed by and between the parties as follows:

DURATION OF CONTRACT

This contract shall be in force for a period of one year, commencing on March 15, 2019 and ending on March 15, 2020. There are two one-year lease extensions at the same terms at the sole discretion of the Town of Harwich.

CONDITIONS

1. Lessor agrees to provide:

75- 2014 Model, gasoline powered golf carts equipped with suntops, split windshields, bag covers, (2) sand bottles, rake and holder. The Lessor agrees to provide at no additional cost to the Town of Harwich the following additional vehicles:

- (1) One vehicle with cage for pushing the driving range ball picker.
- (2) Five utility vehicles with rear buckets.
- (3) Two golf course ranger vehicles for roofs and windshields.
- (4) One six seat concierge cart for transporting people.

2. All maintenance, repairs, and parts including labor will be at the expense of the Lessor. The Lessee agrees to keep the carts clean and orderly so that they will not detract from the standards, appearance and cleanliness of the golf course. The carts will be rotated daily. The golf course will be responsible for gassing up the carts and performing some minor maintenance (i.e., repairing flat tires).

3. Lessor agrees to furnish a mechanic on request to handle any major maintenance that may be required on carts.
4. Title to said vehicles shall remain at all times the sole exclusive property of the Lessor. Said vehicles may not be removed from the premises of the lessee and\or the Golf Course.
5. The Lessee assumes responsibility for the safe housing indoors or under suitable cover of the golf carts during the night hours. Ignition keys are to be removed from the carts after release by patron and at night time.
6. Lessor shall maintain and keep in effect adequate fire and extended coverage, theft, and collision insurance covering the golf carts.
7. Lessor shall obtain, at the Lessor's expense, but on behalf of the Town, general liability insurance coverage with minimum coverage for bodily injury, including death, of \$1 million for any one person and \$2 million for any single occurrence. Such insurance policy shall name the Town of Harwich as the primary insured. The Lessee and the Lessor shall have the right to obtain and maintain additional policies of liability insurance as each of them in their sole discretion deem appropriate. The insurance coverage provided by the Lessor pursuant to the Lease Agreement shall be the primary insurance, and any other insurance covering Lessor or Town shall be secondary and in excess of such policy.
8. Use of golf carts by Lessee, it's employees, invitees or agents for the purpose of carrying refreshments, picking up balls from the driving range, performing duties as rangers or marshals, maintenance, transportation between residences and golf courses, parades, and any use on thoroughfares or any use other than rental while playing golf is strictly prohibited without the approval from the Lessor and any insurance coverage provided herein does not apply to these unauthorized uses of the golf carts without such approval.
9. Any acts of vandalism to the rental vehicle shall be reported in writing to the Lessor upon discovery together with any names and/or evidence that would lead to the apprehension of the vandals or would aid in filing an insurance claim. Property damage, fire, theft, and injuries resulting from the use of the vehicles shall be reported in the same manner.
10. The Lessee, by authority of this contract, agrees to collect and pay all amusement, sales, or other taxes payable under the laws governing the Lessee's particular location and hereby waives any responsibility of the Lessor to do so.
11. Lessor shall have the right to withdraw any carts at any time for maintenance, inadequate revenue or any reasons and abuses beyond normal wear and tear. Lessor will replace said carts which are removed for certain reasons. Lessee will always have 75 carts on site.

12. Lessor shall have right to withdraw carts for default, non-payment, insolvency, or bankruptcy whereupon the Lessor can enter the premises of the Lessee to take possession. The Lessee shall not be relieved of the liability of past-due payments in the event of such circumstances.
13. The Lessee agrees that there shall be no other electric or mechanically driven golf carts for the lease on the Lessee's grounds except machines furnished by the Lessor during the term of the lease.
14. Normal wear and tear on the golf carts will be expected but abuse to carts will be the responsibility of the Lessee.
15. The Lessor will furnish the Lessee with eight spare tires to keep the golf carts running between service calls.
16. Advertising – Lessee shall not, without the prior consent of the Lessor, use, nor shall it permit others to use, the equipment for the purpose of displaying any advertisements or publicity materials.
17. The Lessor will provide at no expense to the Lessee all supplies related to the customer use documentation.
18. The Lessor will provide the Lessee with special tournament fleet requests at no additional charges above the normal customer use fees. Fee to be charged not to exceed \$20 to the Lessee per cart per day.
19. The Lessee agrees to pay the Lessor as per payment schedule per month. The Lessor will require the renter to sign the rental ticket in each instance the cart was used.
20. The Lessee agrees not to allow the use of said carts by minors or any persons incapable of operating carts safely.
21. The percentage to be retained by the Town is 83.25% of gross revenue collected from the rental of carts with the Lessor retaining 16.75% of gross.