

SELECTMEN'S MEETING AGENDA*

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Tuesday, June 1, 2021

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – PLEASE READ

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

When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

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

<https://global.gotomeeting.com/join/916344773>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 916-344-773

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Pursuant to M.G.L., c.30A section 21 (a) paragraph 3 to conduct strategy sessions in executive session for the purpose of discussing strategy concerning a potential agreement with non-union personnel – Town Administrator
- B. Pursuant to MGL,c.30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares;

III. PLEDGE OF ALLEGIANCE

IV. ANNUAL REORGANIZATION OF BOARD OF SELECTMEN OFFICERS

V. WEEKLY BRIEFING

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

VI. PUBLIC COMMENTS/ANNOUNCEMENTS

VII. CONSENT AGENDA

- A. Vote to accept the resignation from Noreen Donohue from the Capital Outlay Committee
- B. Vote to approve the annual Police appointments
- C. Vote to approve the Garden Club of Harwich to hang a Certified National Wildlife Federation Community Banner at various locations

VIII. NEW BUSINESS

- A. Discussion with the Chief of Police on enforcement of the noise by-law
- B. Discussion and possible vote to hold a Public Hearing for the alleged violations at Seal Pub – 703 Main Street
- C. Discussion and possible vote to authorize the Town Administrator to be the Hearing Officer for the Public Hearing for alleged violations at Seal Pub – 703 Main Street
- D. Discussion and possible vote to hold a Public Hearing for the alleged violation at Wychmere Harbor Beach and Tennis Club – 23 Snow Inn Road
- E. Discussion and possible vote to authorize the Town Administrator to be the Hearing Officer for the Public Hearing for alleged violations at Wychmere Harbor Beach and Tennis Club
- F. Discussion and possible vote to approve a one day entertainment license for a private wedding to be held on July 31, 2021
- G. Discussion and possible vote to accept a gift in the amount of \$2,728.98 from Friends of Harwich Town Band to the Recreation Commission

IX. OLD BUSINESS

- A. Ongoing discussion – Comprehensive Wastewater Management Plan (CWMP)
 1. Discussion and possible vote for a dedicated wastewater meeting

X. CONTRACTS

- A. Discussion and possible vote for the Board of Selectmen to authorize the Chairman of the Board of Selectmen to execute Change Order Number 3 with RJV Construction Corporation for Phase 2 Contract 2 of the Harwich Sewer Construction Project for \$16,263.00
- B. Discussion and possible vote for the Board of Selectmen to authorize the Chairman of the Board of Selectmen to execute Change Order Number 5 with Robert B. Our Company, Inc. for Phase 2 Contract 1 of the Harwich Sewer Construction Project for \$13,682.00

- C. Discussion and possible vote to approve the Memorandum of Understanding between the Nutrition Program for the Elderly and the Harwich Community Center - \$75 Dollars per Month
- D. Discussion and possible vote to authorize the Chairman of the Board of Selectmen to execute contracts with Barnstable County for the dredging of Allen Harbor channel for \$98,217 and the dredging of Saquatucket Harbor channel for \$108,000
- E. Discussion and possible vote to award Surplus Beach Sand bids
 - 1. Wendy and Douglas Kreeger - \$10.50 per unit
 - 2. Charlie Dickson - \$9.51 per unit
 - 3. Ayer Lane Property Owners Association - \$10.75 per unit
 - 4. Joseph Nolan - \$11.00 per unit
 - 5. Peter Lambertus - \$12.50 per unit
 - 6. Michael Palitz - \$9.00 per unit
 - 7. Ellen Broussard - \$10.50 per unit
 - 8. Paul and Karen Cormier - \$11.00 per unit
 - 9. Karen Agnew - \$13.57 per unit

XI. **TOWN ADMINISTRATOR'S REPORT**

XII. **SELECTMEN'S REPORT**

XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Danielle Delaney, Executive Assistant

Posted by: _____

Town Clerk

Date: _____

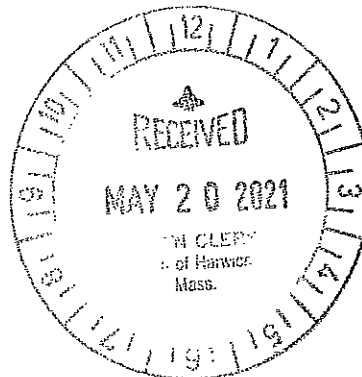
May 27, 2021

CONSENT AGENDA

NOREEN DONAHUE



Anita Doucette, Town Clerk
Town of Harwich
732 Main St
Harwich, MA 02645



Re: Resignation from Capital Outlay Committee

May 19, 2021

Dear Ms. Doucette,

This letter is notification of my intention to resign from the Capital Outlay Committee effective immediately. (My term would have been up on June 30, 2021.)

I believe I will have my hands full with the duties from the Water/Wastewater Commission to which I was elected yesterday.

Thank you for your assistance with questions and issues over the years. Your help has always been invaluable.

Best Wishes,

Noreen Donahue
Noreen Donahue



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
FROM: David J. Guillemette
Chief of Police 
DATE: May 24, 2021
SUBJECT: Annual Appointments – FY22

The following is a list of annual appointments for the Harwich Police Department by assignment and rank for fiscal year 2022 (July 1 2021-June 30 2022).

Chief: David J. Guillemette

Deputy Chief: Kevin M. Considine

Operations Lieutenant: Adam E. Hutton

Administrative Lieutenant: John F. Sullivan

Sergeant: Richard Campbell
Robert C. Brackett, Detective
Aram V. Goshgarian
Paul P. Boorack
Amy R. Walinski

Officers:

Jonathan L. Mitchell	Michael E. Porter
Robert D. Hadfield	T. Paul Ulrich (Detective)
Neil A. Nolan	Derek J. Dutra
Thomas D. Clarke	Keith T. Kannally
Marc W. Harris, (Court Officer)	
Richard E. Buttrick	Peter P. Petell
Mark T. Holmes	Brendan R. Brickley
Keith E. Lincoln	Tyler J. Vermette
James R. Connery	Tegan M. DeBaggis
John J. Larivee	Thomas G. Griffiths
Daniel J. Donovan	Ryan J. Fazzino

Ronald D. Ruggiero
Charles Brooks

Christopher Arrigo

**CHIEF, LIEUTENANT, AND SERGEANT APPOINTMENTS ALSO CARRY
APPOINTMENTS AS THE "ASSISTANT HARBORMASTER".**

**ALL OF THE ABOVE APPOINTMENTS SHOULD CARRY THE PHRASE "KEEPER OF THE LOCK-UP" AND
"AGENTS FOR LICENSING AUTHORITY UNDER CHAPTER 138 M.G.L.**

Animal Inspector/Animal Control Officer:

Jennifer L. Harrington

Year Round Special Officers/Keeper of the Lock-Up:

Robert E. Currie
Joseph Stone
Robert F. Horgan

Thomas A. Gagnon
Jennifer L. Harrington

Year Round Special Officer/Non-enforcement Police Chaplain:

Bishop James F. David
Pastor Tiffany Nicely Holleck

Matrons/Keeper of the Lockup:

Diane E. Nicholson

NEW BUSINESS

Chapter 189

NOISE

GENERAL REFERENCES

Peace and good order — See Ch. 214.

§ 189-1. Definitions; regulations; exemptions; special permits; violations and penalties. [Amended 5-7-2012 ATM by Art. 23]

- A. Definitions. As used by this bylaw, the following terms shall have the meanings indicated:

PLAINLY AUDIBLE — Any sound from a source regulated by this bylaw that can be detected above routine or normal ambient background noise by unaided human hearing.

SOUND AMPLIFICATION SYSTEM — Any fixed or portable system to operate or amplify sound, including, but not limited to, phonograph, radio, television, stereo, record player, tape player, cassette player, compact disk player, digital music player, "boom box," or loud speaker.

- B. It shall be unlawful for any person or persons to cause or allow any noise which emanates from any building, boat, structure, vehicle, premises, or any sound amplification system, which is plainly audible at a distance of 150 feet from any such building, boat, structure, vehicle, premises or sound amplification system. The fact that the noise is plainly audible at a distance of 150 feet from the building, structure, vehicle, boat, premises or sound amplification system in which or from which it originates shall constitute prima facie evidence of a violation of this section. Each such act, which constitutes a violation of this section, which either continues or is reported more than 30 minutes after the issuance of a warning or citation to cease said activities, shall be considered a separate offense and shall be prosecuted as a separate offense in accordance with § 189-1E.
- C. Sounding horns excessively. It shall be unlawful to sound or use automobile, truck or other motor vehicle horns or similar signaling devices upon the public streets, alleys, parking lots, or thoroughfares of the Town in excess of those signals necessary for the preservation of safety and is a violation of this bylaw at anytime.
- D. For the purposes of this bylaw, noises which disturb the reasonable quiet, comfort, repose, or health of others shall include loading or unloading activities, use of power tools and equipment, use of lawn or landscaping equipment, loud outcries, and other loud or boisterous noises which are not specifically exempted by § 189-1F and which are plainly audible at a distance of 150 feet from their source between

10:00 p.m. and 7:00 a.m., except as otherwise indicated as outlined in § 189-1B.

- E. Procedure upon violation. It shall be the duty of any police officer of this town to order any person or persons so acting as to violate the provisions of this bylaw to cease any prohibited activities which are specified in this bylaw, and if the person or persons so ordered does not forthwith obey, the officer may issue a noncriminal citation with a fine of \$150 for the first violation and \$300 for each subsequent violation.
- (1) If the person or persons responsible for violation(s) of this bylaw cannot be determined, then the person in lawful custody and/or control of the premises where the violation(s) occurred, including but not limited to the owner, lessee, manager, or occupant of the property, may be deemed responsible for the violation(s).
 - (2) Any person or persons who commit, in the presence of a police officer, a violation of this article, which amounts to a breach of the peace or anticipatory breach of the peace, may be arrested without a warrant.
 - (3) Whoever violates any provision of this bylaw may be penalized by indictment or on complaint brought in the District Court. Except as may be otherwise provided by law and as the District Court may see fit to impose, the maximum penalty for each violation or offense shall be \$300.
 - (4) The Town may enforce this bylaw or enjoin violations thereof through any lawful process, and the election of one remedy by the Town shall not preclude enforcement through any other lawful means.
- F. Exemptions. The following uses and activities shall be exempt from the noise level regulations:
- (1) Any law enforcement motor vehicle equipped with any communication or signaling device necessary in the performance of law enforcement duties.
 - (2) Any fire apparatus, ambulance, rescue, or emergency response vehicle in performance of their public safety responsibilities.
 - (3) Any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.
 - (4) Any highway maintenance, water department, or public utilities vehicle utilizing an amplified communications system in the performance of their responsibilities.
 - (5) Announcing systems at sanctioned sporting or other authorized public events.

- (6) Noises of safety signals, warning devices and emergency pressure relief valves during public emergencies.
 - (7) Noises resulting from any authorized vehicle(s) responding to an emergency call or acting in time of emergency.
 - (8) Noises resulting from activities of a temporary duration permitted by law and/or for which a license or permit has been granted by the Town.
 - (9) Parades, music festivals, public gatherings, and events for which the Selectmen have issued a permit.
 - (10) Bells, chimes or carillons, or their amplified, recorded, or other electronic substitution while being used for religious purposes, in conjunction with religious services or to denote time intervals between the hours of 7:00 a.m. and 10:00 p.m.
 - (11) Snow removal from private parking lots, drives, roadways, and other vehicle- or pedestrian-traveled surfaces.
 - (12) Noises for which the Board of Selectmen has granted a special permit.
 - (13) Noise resulting from activities of any agricultural operation.
- G. Application for special permit.
- (1) Application for a permit for relief from the noise level designated in this chapter on the basis of undue hardship may be made to the Board of Selectmen.
 - (2) Any permit granted by the Selectmen shall set forth all conditions pertaining to the specified noise and a reasonable time limit for its abatement.
 - (3) The holders of licenses to provide alcoholic beverages and/or entertainment shall comply with any noise allowances and/or restrictions imposed upon such licenses, and in the case of a conflict between individual license allowances or restrictions and this bylaw, the terms of the license shall apply, and a violation of any such allowances or restrictions shall also constitute a violation of this bylaw.
- H. Severability clause. If any part of this bylaw is deemed to be contrary to state or federal law by the Attorney General, that part can be severed without affecting any other part of this bylaw.



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
Town Administrator

FROM: David J. Guillemette 
Chief of Police

DATE: May 25, 2021

SUBJECT: Incidents at Seal Pub and Wychmere Harbor Club

In accordance with Town of Harwich Liquor License Regulations section 1.16 I would like to bring to the board's attention (3) incidents which could be deemed to be alleged violations of entertainment or liquor licenses. The incident reports are attached for the following:

- 5/16/21 2223 hours - noise from live band at Wychmere Harbor Club
- 5/22/21 0051 hours – extremely intoxicated individual located in Harwich Center who stated he had just left the Seal Pub
- 5/22/21 0132 hours - people observed inside the Seal Pub drinking after closing time

The attached incident reports are for your consideration as to whether to hold a public hearing on the matter. Officers who were involved in the incidents and documented their findings will be made available for testimony if a hearing is deemed necessary.

For Date: 05/16/2021 - Sunday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
21-5516	2223	Noise Complaint	Services Rendered
Call Taker:		4006 - PSD Telecommunicator Kyleigh Sears	
Primary Id:		134 - Patrol Richard E Buttrick Jr	
Location/Address:		[HAR 176] WYCHMERE HARBOR CLUB - 23 SNOW INN RD	
Calling Party:		SECOND RP	
Calling Party:		SSN: DOB:	
		FTRST RP	
ID:		SSN: DOB:	
		134 - Patrol Richard E Buttrick Jr	
		Arvd-22:23:00	Clrd-22:24:18
ID:		135 - Patrol Supervisor Derek J Dutra	
		Disp-22:24:14	Clrd-22:24:24
ID:		134 - Patrol Richard E Buttrick Jr	
		Disp-22:24:22 Enrt-22:24:27 Arvd-22:27:22	Clrd-22:38:24
Location Change:		[HAR 176] WYCHMERE HARBOR CLUB - 23 SNOW INN RD [Modified: 05/16/2021 2234]	
ID:		123 - Patrol Supervisor Neil A Nolan	
		Disp-22:34:38 Arvd-22:34:42	Clrd-22:38:24
Location Change:		[HAR 176] WYCHMERE HARBOR CLUB - 23 SNOW INN RD [Modified: 05/16/2021 2234]	
Narrative:		05/16/2021 2223 PSD Telecommunicator Kyleigh Sears	
		Checking the area again regarding second noise complaint from the area	
Narrative:		05/16/2021 2227 PSD Telecommunicator Kyleigh Sears	
		Noise heard in the area, believed to be Wychmere. Contacting Wychmere to lower the volume	
Narrative:		05/16/2021 2229 PSD Telecommunicator Kyleigh Sears	
		Wychmere reporting music scheduled to end at 11. Advised of complaints, will pass along to band to lower volume.	
Narrative:		05/16/2021 2239 PSD Telecommunicator Kyleigh Sears	
		Units spoke with staff at Wychmere and advised to turn the volume way down. Clear.	
Narrative:		05/22/2021 1716 Patrol Richard E Buttrick Jr	
		On this second call from the same RP, I again went to the area outside the residence. This time I could hear music quite clearly from the west. See report.	
Refer To Incident:		21-5516-OF	

The following is the report of officer Rick Buttrick regarding the noise violation from a wedding party at the Wychmere Harbor Club on Sunday May 16, 2021 at approximately 22:30 hours.

On the above date and time I responded to the area of Lantern Lane in South Harwich on 2 seperate occasions about an hour apart. On the second occasion, I could clearly determine a noise violation was occurring as I could hear the sound of a live band coming from the area of the Harbor. The night air was clear with still winds at this time and I heard music, a vocalist, and the clear sound of drums from a distance to the west. Upon further investigation, I drove to Saquatucket Harbor and could hear the distinct lyrics of a Bon Jovi song being sung by a live vocalist. I determined immediately that the sound was coming from the club and went there to investigate further and address the issue with management. Upon arrival with officer Nolan, we determined there to be a wedding function on location with an open air tent on the property and a live band playing for the wedding guests. We asked members of management to have the music significantly reduced and they complied immediately with the request and advised staff via radio to have the band reduce volume, which they did immediately and significantly.

Respectfully submitted,

Officer Rick Buttrick (134)

For Date: 05/22/2021 - Saturday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
21-5701	0051	Suspicious Person	Services Rendered
Call Taker:		4005 - PSD Telecommunicator JADE ROSS	
Primary Id:		205 - Patrol Christopher R Arrigo	
Vicinity of:		ORLEANS RD @ CHATHAM RD	
Involved Party:			
Calling Party:		SSN: DOB: 1	
ID:		SSN: 000042192 DOB: 205 - Patrol Christopher R Arrigo	Arvd-00:51:00 Clrd-01:04:04
ID:		116 - Patrol Robert D Hadfield	
Narrative:		Disp-00:52:29 Enrt-00:52:33 Arvd-00:55:54	Clrd-01:04:04
Modified By:		05/22/2021 0053 PSD Telecommunicator JADE ROSS	
		PSD Telecommunicator JADE ROSS	
		Unit flagged down by some rps and notified there is a ip man in the woods. Dispatch recieved a 911 call for the same incident.	
Narrative:		05/22/2021 0053 PSD Telecommunicator JADE ROSS	
Modified By:		PSD Telecommunicator JADE ROSS	
		G19 is off with the male party,	
Narrative:		05/22/2021 0056 PSD Telecommunicator JADE ROSS	
		G19 is escorting party out of the woods and will be transporting him home to	
Narrative:		05/22/2021 0057 PSD Telecommunicator JADE ROSS	
		G19 has party on board and is enroute to his home, starting mileage 19581.1	
Narrative:		05/22/2021 0101 PSD Telecommunicator JADE ROSS	
		G19 is off at the residence and is attempting to make contact with someone there.	
Narrative:		05/22/2021 0104 PSD Telecommunicator JADE ROSS	
		Clear, party has been dropped off.	
Narrative:		05/22/2021 0107 Patrol Christopher R Arrigo	
Modified By:		Patrol Christopher R Arrigo	
		... was extremely IP and could not walk. He had just concluded a night of drinking at the Seal Pub. I brought him home to . While in transport, he became displeased with my services. When he got out of the cruiser, he yelled and swore at me calling me a '*****' and spit. His father took custody of him	

For Date: 05/22/2021 - Saturday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
21-5703	0132	BUILDING CHECK	No Action Required

Call Taker: 180 - Sergeant Amy R Walinski
Primary Id: 180 - Sergeant Amy R Walinski
Location/Address: THE SEAL PUB - 703 MAIN ST
ID: 180 - Sergeant Amy R Walinski

Arvd-01:36:24 Cld-01:36:27

Narrative: 05/22/2021 0136 Sergeant Amy R Walinski
Modified By: Sergeant Amy R Walinski

People outside the bar and also inside the bar. People still sitting at the bar drinking and bartender still behind the bar.

Documentation purposes

For Date: 05/22/2021 - Saturday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
21-5706	0151	GENERAL SERVICES	Investigated
Call Taker:		4005 - PSD Telecommunicator JADE ROSS	
Primary Id:		180 - Sergeant Amy R Walinski	
Location/Address:		[HAR 2686] SEAL PUB AND CAFE - 703 MAIN ST	
Involved Party:		WINSTON, JOSHUA G @	
		SSN: DOB:	
ID:		180 - Sergeant Amy R Walinski	
		Arvd-01:51:00	Clrd-02:07:09
ID:		193 - Patrol John J Larivee	
		Arvd-01:51:43	Clrd-02:07:09
Narrative:		05/22/2021 0207 PSD Telecommunicator JADE ROSS	
		Clear, investigated.	
Narrative:		05/22/2021 0220 Patrol John J Larivee	
		There were several people visible inside the establishment and several more in the parking lot. Sergeant Walinski and I made contact with Josh Winston, the Manager on Duty. Mr. Winston indicated that the people inside (5 people plus him) were all staff. People outside dispersed on their own upon our arrival.	
		We advised him that as we come into summer he may want to start moving patrons along sooner so they are not still hanging around the parking lot/area at 2am. He indicated that he has 2 doorman and we advised him that they may want to monitor patrons outside after closing so there are no safety concerns and no issues with neighbors.	
		Mr. Winston was cooperative and seemed receptive of our advice.	
Refer To Incident:		21-5706-OF	

NARRATIVE FOR SERGEANT AMY R WALINSKI

Ref: 21-5706-OF

The following is a report of Sergeant Amy R. Walinski regarding our interaction at The Seal Pub and Cafe, 703 Main St.

On Saturday, May 22, 2021 at approximately 1:50 am Officer Larivee and I went to The Seal Pub to make contact with the manager. I went by the establishment earlier, at approximately 1:30 am and there was a lot of people still in the restaurant, sitting at the bar, drinking, and the bartender was still behind the bar. There were also people gathered outside the establishment.

When Officer Larivee and I went back at 1:50 am there were several people visible inside the establishment and several more in the parking lot. Officer Larivee and I made contact with Josh Winston, the manager on duty. Mr. Winston indicated that the people inside (5 people plus him) were all staff. People outside dispersed on their own upon our arrival.

We advised him that as we come into the summer season he may want to start moving patrons along sooner so they are not still hanging around the parking lot/area at 2:00 am. He indicated that he has two doorman and we advised him that they may want to monitor patrons outside after closing so there are no safety concerns and no issues with neighbors.

Mr. Winston was cooperative and seemed receptive of our advice.

Respectfully submitted,

Sergeant Amy R. Walinski

#180



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

APPLICATION FOR ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75) 1 day (\$25)
 - Batters Box (\$50)
 - Go Carts (\$50)
 - Miniature Golf (\$50)
 - Trampolines (\$25)
 - Theater (\$150 per cinema)
 - Automatic Amusement:
 - Juke Box (\$100 each)
 - Video Games (\$100 each)
- New application
Renewal
Annual
Seasonal
Opening Date _____

Other Backyard Wedding
July 31st 2021

Business Name _____ Phone _____

Business Address _____

Mailing Address _____

Owners Name & Address Katherine McCoobery

Email Address _____

Managers Name & Address Same

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):

ENTERTAINMENT TYPE: (Check all appropriate boxes) July 31st 2021

- Concert
 - Dance
 - Exhibition
 - Cabaret
 - Public Show
 - Other
 - Dancing by Patrons
 - Dancing by Entertainers or Performers
 - Recorded or Live Music
 - Use of Amplification System
 - Theatrical Exhibit, Play or Moving Picture Show
 - A Floor Show of Any Description
 - A Light Show of Any Description
 - Any Other Dynamic Audio or Visual Show, Whether Live or Recorded
- "Covid" Backyard Wedding & party for 15 people - family member will act as DJ for music and dancing*

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: DJ with amplified music

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: Backyard, flat grassy area and a tent

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: indoor bathroom access

4. Identify whether and how you will regulate access by minors to the premises: no minors will be attending

Days/Hours of Business Operation outdoor wedding ceremony & party 5pm - 10pm

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

Katherine A. McCook
Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
*Board of Health

[Signature]
Fire Department

[Signature]
Police Department

*comments: Attached

TENT PERMIT MAY BE REQUIRED



**Town of Harwich
Board of Health**

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

May 12, 2021

To whom it may concern,

Adherence to all current COVID-19 requirements and standards are required. Please contact the Health Department a minimum of two weeks prior to the event to discuss plan of compliance at either (508)-430-7509, or Health@town.harwich.ma.us.

Sincerely,

Kathleen A. O'Neill, Sc.D., R.S.
Health Director

M E M O R A N D U M

TO: BOARD OF SELECTMEN

FROM: FRIENDS OF HARWICH TOWN BAND
DOROTHY HEMMINGS, PRESIDENT
PEGGY ROSE, TREASURER

SUBJECT: GIFT TO THE TOWN

DATE: MAY 2021

CC: RECREATION COMMISSION

Please accept a gift in the amount of \$2,728.98 from Friends of Harwich Town Band to be deposited in the Recreation Commission Gift Account to be used to benefit the Harwich Town Band.

Copy for RECREATION COMMISSION w/check (to be hand delivered)

CONTRACTS



MEMO

TO: Joseph F. Powers, Town Administrator

FROM: Griffin Ryder, Town Engineer

CC: Meggan Eldredge, Assistant Town Administrator
Carol Coppola, Finance Director
Daniel Pelletier, Water & Wastewater Superintendent

RE: Town of Harwich Phase 2 Contract 2 Sewer Construction Project
Change Order Number 3 – RJV Construction Corporation

DATE: May 28, 2021

Please find the attached Change Order Number 3 (CO #3) for the Phase 2 Contract 2 Sewer Construction Project with contractor RJV Construction Corporation (RJV) for review and signature by the Chairman of the Board of Selectmen on behalf of the Board of Selectmen.

CO #3 is comprised of three (3) requests for change (RFCs) that have been submitted by RJV, following Change Order Number 2, for the Phase 2 Contract 2 project for a total cost of **\$16,263**. In addition to the attached CO #3 signature page are a summary of the various change requests and the back-up calculation information for each RFC.

The Change Order has been reviewed, vetted and negotiated by CDM Smith and Town staff in coordination with RJV.

CO #3 will be funded by the 5% construction contingency included with Contract Number 2. The attached Department of Environmental Bureau of Water Resources Payment Requisition No. 21 (the latest loan payment requisition) depicts the approved amount through the Town's Clean Water Protection loan. There is currently **\$148,707** available within Construction Contingency No. 2 which will cover the cost of CO #3 (**\$16,263**) leaving a balance of **\$132,444**.

Please let me know if you have any questions.

CHANGE ORDER

SRF Number	<u>CWSRF-4424/2</u>
Public Entity	<u>Town of Harwich MA</u>
Contract Number	<u>Contract No. 2</u>
Change Order Number	<u>3</u>

Contract Amount (As Bid)	<u>\$6,621,306.25</u>
Net Change in Contract Price (This change order)	<u>\$16,263.00</u>
Net Change in Contract Price (Previous change orders)	<u>\$107,358.00</u>
Total Adjusted Contract Price (including this and all other change orders)	<u>\$6,744,927.25</u>

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by *Ronald G. Ford* 5/21/21
 (Chief) Resident Engineer Date

This change order is requested by: RJV Construction Corporation

This change order is recommended by: CDM Smith Inc.

Michl Guilia 38074 05/21/21
 Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

[Signature] 5/21/21
 Contractor Date

 Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: *Carol Coppola* 5/26/2021
DocuSigned by: 48G32039D33D434... Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/2 Contract No. Contract No. 2 Change Order No. 3

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 2

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: RJV Construction Corporation.

Contractor's Address: 5 Lincoln Street Canton, MA 02021

Descriptions and Reasons for Change

Item No. 1

This change (RFC 008) provides payment to RJV Construction for furnishing and installing an exterior warning light at both the Church Street North Pumping Station and Church Street South Pumping Station. The warning light, which is connected to the building interior heat detector, was requested by the Harwich Fire Marshall.

The net increase to the Contract Price for this change is \$2,751.90

Item No. 2

This change (RFC 009) provides payment to RJV Construction for raising additional manhole and catch basin castings to finished pavement elevation on Nor'East and Sou'West Drives. The Town completed a drainage project on Nor'East and Sou'West Drives outside of the RJV sewer contract during the winter of 2021. This item compensates RJV for raising an additional 35 manhole/catch basin castings that were installed under the separate Town drainage project prior to final paving.

The net increase to the Contract Price for this change is \$12,600.50

Item No. 3

This change (RFC 010) provides payment to RJV Construction for costs associated with a material change at the exterior guardrail beam for the Harden Lane Grinder Pumping Station site. The change per Town preference, is for Corten steel in lieu of hot dipped galvanized.

The net increase to the Contract Price for this change is \$910.35

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 2
SRF No. ~~1~~CWSRF-4424/2

Change Order No.3 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 008	Added Fire Detection Alarm Light	\$2,751.90
2	RFC 009	Additional casting work for Nor'East and Sou'West Drive Structures	\$12,600.50
3	RFC 010	Guardrail Beam Material Change	\$910.35
			Total Change Order No.3 = \$16,263

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 1



5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443

January 26, 2021

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
Sewerage Works Improvements
Phase 2 – Contract No. 2
Emergency Light Addition (COR-008)**

Dear Mr. Maher,

As requested, please find attached RJV Construction Corp.'s revised cost data and backup associated with the addition of the emergency light at the pump stations.

We respectfully request a change order in the amount of \$2,751.90 be processed in accordance with the terms of the contract.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

A handwritten signature in black ink, appearing to read "Matthew DeLuca", is written over a light grey rectangular background.

Matthew DeLuca
Project Manager

294.2.1.017

Cc: Ron Ford, CDM Smith
Griffin Ryder / Dan Pelletier, Harwich
Querino Pacella / Josh Chabot, RJV

COR-008
Emergency Light
CALCULATION SHEET

(1) Labor

\$0.00

(2) Direct Labor Cost

46.56% of \$0.00

\$0.00

(3) Materials & Freight

\$0.00

(4) Equipment

\$0.00

Total (Items 1 through 4) \$0.00

(5) 15% markup for Overhead, Profit

15.00% of \$0.00

\$0.00

(6) Subcontractors

United Concrete

1.00 ls @ \$ 2,620.86 per hr \$ 2,620.86

\$ 2,620.86

(7) 5% markup on subcontractors

5.00% of \$ 2,620.86

\$ 131.04

Total Cost \$ 2,751.90



CHANGE ORDER
NO. 2

To:
RJV Construction Corp.
21 Lincoln
Canton, MA 02021

Date:	1/6/2020
Project Name:	Harwich Phase 2 Contract 2
Project Number:	26999
Contract Date:	01/07/20

United Concrete Products, Inc. - Building Group agrees to perform and the Owner agrees to pay for the following changes to this contract:

1	Cost below it to add exterior mount warning light tied to building heat detector.		
2	Stobe Light (Both Bldgs.)	\$	423.50
3	Relay & Base (Both Bldgs.)	\$	67.76
4	Enclosure (Both Bldgs.)	\$	193.60
5	Conduit, Wire Etc. (Both Bldgs.)	\$	302.50
6	Labor (Both Bldgs.)	\$	1,633.50

Requested Amount of Change: \$ 2,620.86

Note:

It is understood that no additional change order work wil proceed without written approval from the Owner. This change order becomes part of an in conformance with the existing contract and will be performed under the same terms and conditions unless otherwise stipulated above.

The original Contract Sum was.....		
Net change by previous Change Orders.....	\$	-
The Contract Sum prior to this Change Order.....	\$	-
The Contract Sum will be changed by this Change Order.....	\$	2,620.86
The new Contract Sum including this Change Order will be.....	\$	<u>2,620.86</u>
The Contract Time will be changed by.....		

Authorized Signature of Owner:

United Concrete Products, Inc.:

Name: _____

Name: _____

Date: _____

Date: _____

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 2



*5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443*

April 16, 2021

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
Sewerage Works Improvements
Phase 2 – Contract No. 2
Additional Castings Raised (COR-009)**

Dear Mr. Maher,

In an effort to limit the disturbance to their residents, the town recently completed a drainage project on Nor' east Drive. This project added additional structures with castings needing to be raised to grade before our final paving.

As discussed, please find attached, RJV Construction Corp.'s cost data and backup associated with raising the additional castings on Nor' East Drive.

We respectfully request a change order in the amount of \$12,600.50 be processed in accordance with the terms of the contract.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

A handwritten signature in black ink, appearing to read "Matthew DeLuca", is written over a light grey rectangular background.

Matthew DeLuca
Project Manager

COR-009
Casting Adjustments
CALCULATION SHEET

(1) Labor

\$0.00

(2) Direct Labor Cost

39.73% of \$0.00

\$0.00

(3) Materials & Freight

4000 3/4 Design Concrete 10.00 cy @ \$ 137.00 per cy \$ 1,370.00

\$1,370.00

(4) Equipment

\$0.00

Total (Items 1 through 4) \$1,370.00

(5) 15% markup for Overhead, Profit

15.00% of \$1,370.00

\$205.50

(6) Subcontractors

Northeast Roads 35.00 ea @ \$ 300.00 per ea \$ 10,500.00

\$ 10,500.00

(7) 5% markup on subcontractors

5.00% of \$ 10,500.00

\$ 525.00

Total Cost \$ 12,600.50

NORTH EAST ROADS, INC.

Fitchburg, Mass.

679 High Rock Road, Fitchburg, MA 01420

Price Quote To: RJV Construction

Date: 1/17/2020

Attn: Joshua Chabot

Job Location: Harwich, MA

Email: Joshua.chabot@rjvconstruction.com,

Description	Price
[REDACTED]	
Adjust plated/buried sewer/drain manhole castings to grade	\$300.00 Each
[REDACTED]	

MBE/DBE CERTIFIED

CONCRETE/ASPHALT COLLARS NOT INCLUDED IN PRICE

LABOR & MATERIALS INCLUDED IN PRICE UNLESS OTHERWISE NOTED ON ESTIMATE

CASTING ADJUSTMENTS INCLUDE ONE COURSE OF BRICK REBUILD IN PRICE

Office: 978-342-4744 • Cell: 978-265-6278 • Fax: 978-342-6654

Email: NorthEastRoadsInc@yahoo.com

www.NorthEastRoadsInc.com



CUSTOMER ID: 10781
QUOTE DATE: 11/16/2020
PHONE: 781 821-1469
FAX: 781 828-5116

**300 Cranberry Hwy
 Orleans, MA 02653**

QUOTATION

TO: RJV CONSTRUCTION CORP
 5 LINCOLN ST
 CANTON MA 02021

QUOTED BY:
PHONE: 508.255.4600 ext 2
FAX: 508.771.0422
EMAIL: peterzoni@capecodreadymix.com

EMAIL: _____

PROJECT: HARWICH SEWER#2
ADDRESS: _____

CODE	DESCRIPTION	U/M	QTY	PRICE
3000DGR.08	3000 3/8 DESIGN CONCRETE	CY	.00	137.00
4000D.08	4000 3/4 DESIGN CONCRETE	CY	.00	137.00
MR	MID-RANGE WATER REDUCER	YD	.00	5.00
HW	HOT WATER(MID NOV/MID APR)	YD	.00	6.00

CREDIT CARD #: _____

ALL PRICING SUBJECT TO MASS STATE SALES TAX - 6.25%

I ACCEPT THIS CONTRACTED PRICE:

Matthew DeLuca _____ 11/24/20
 PRINT NAME SIGNATURE TITLE DATE

CONDITIONS:

- Normal batching hours are Monday-Friday 7AM-4PM. If you need concrete outside the normal hours please contact your salesman for availability and pricing.
- Purchaser must provide the drivers with legal, suitable washout area.
- Payment is due 30 days from the date of purchase. A finance charge is computed on a periodic rate of 1.5% per month which is an annual percentage of 18% on any previous balance not paid by the due date.
- Quote is good for 30 days from quote date.

Thank you for the opportunity to price this job! For more information on our products, visit us on the web at www.capecodreadymix.com

...not just the cape
 4 Plants Serving
 Plymouth, Bristol, and
 Barnstable Counties

PRODUCT OFFERING:

Ready Mixed Concrete
 Flowable Fill
 Fiber Reinforcing
 Lightweight Concrete
 Concrete Pumping
 Colored Concrete
 Sand and Stone
 Retaining Wall Blocks

Misc. Precast
 ABC Permitted / Debris Accepted
 MA Highway Certified

Equipment Fleet:

Front Discharge Mixers
 32 Meter Concrete Pumps
 ACPA Certified Operators
 Public Truck Scale
 Computerized Batching

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 3



*5 Lincoln Street, Canton, MA 02021
Tel: (781) 821-1469 Fax: (781) 832-3443*

April 16, 2021

Mr. James T. Maher, Vice President
Construction Manager
CDM Smith
75 State Street, Suite 701
Boston, MA 02109

**Subject: Town of Harwich
Sewerage Works Improvements
Phase 2 – Contract No. 2
Guardrail Upgrade – Harden Lane (COR-010)**

Dear Mr. Maher,

As requested, please find attached RJV Construction Corp.'s cost data and backup associated with the upgrading the guardrail beam on Harden Lane to corten from hot dipped.

We respectfully request a change order in the amount of \$910.35 be processed in accordance with the terms of the contract.

Should you have any questions, please feel free to contact us

Sincerely,
RJV CONSTRUCTION CORP.

A handwritten signature in black ink, appearing to read "Matthew DeLuca", is written over a light grey horizontal line.

Matthew DeLuca
Project Manager

COR-010
Guardrail - Harden Lane
CALCULATION SHEET

(1) Labor

(2) Direct Labor Cost \$0.00

39.73% of \$0.00

(3) Materials & Freight \$0.00

(4) Equipment \$0.00

\$0.00

Total (Items 1 through 4) \$0.00

(5) 15% markup for Overhead, Profit

15.00% of \$0.00

(6) Subcontractors

Steelco

1.00 ls @ \$ 867.00 per ls \$ 867.00

\$ 867.00

(7) 5% markup on subcontractors

5.00% of \$ 867.00

\$ 43.35

Total Cost \$ 910.35

Steelco Chain Link Fence Erecting Co., Inc.

19 Brook Road – PO Box 520
 Needham Heights, MA 02494
 781-449-8990

781-449-7182 Fax

HIGH SECURITY FENCE
 ORNAMENTAL FENCE
 CHAIN LINK FENCE
 WOOD FENCING
 GUARDRAIL
 CONSTRUCTION FENCE RENTALS

PROPOSAL

DATE: February 24, 2021	
Estimating Department: GVC Construction, Inc. 375 Harvard St Leominster, MA 01453	PROJECT INFO: Harwich, Ma. Harden Lane Grinder Pumping Station Sewerage Work Improvement Project Phase 2 – Contract 2 Project # CWSRF - 442412
ATTN Michael Valenti III CELL	Taxable: <input type="radio"/> YES <input checked="" type="radio"/> NO - Need exempt certs ST 5c and ST-2
PHONE 978.840.9700x203 FAX:	
EMAIL Michael Valenti III <mvalenti3@gvcconstruction.com>	

Item	Qty	Material Description	Unit	Unit Price	Total
PROPOSED GUARDRAIL INSTALLATION AT THE HARDEN LANE GRINDER PUMPING STATION AS SHOWN ON SHEET CD-5					
1	62.5	STANDARD MASSDOT W BEAM GUARDRAIL – HOT DIPPED GALVANIZED WITH WOOD POSTS SPACED AT 6'3" O.C.	LS	\$10,510.00	\$10,510.00
1A	4	STANDARD MASSDOT W BEAM GUARDRAIL – HOT DIPPED GALVANIZED TERMINAL SECTIONS	LS	\$1,800.00	\$1,800.00
SUBTOTAL:					\$12,310.00
ALTERNATE TO ITEM 1:					
2	62.5	STANDARD MASSDOT W BEAM GUARDRAIL CORTEN WITH WOOD POSTS SPACED AT 6'3" O.C.	LS	\$11,377.00	\$11,377.00
2A	4	STANDARD MASSDOT W BEAM GUARDRAIL – HOT DIPPED GALVANIZED TERMINAL SECTIONS	LS	\$2,200.00	\$2,200.00
SUBTOTAL:					\$13,577.00
EXCLUSIONS:					
SHOULDER WORK, SITE RESTORATION, TRAFFIC CONTROLS, POLICE DETAILS, PREMARKING FOR DIG SAFE				TOTAL	

Quote Valid 15 Days		I have read and understand the terms and conditions on the front and attached sheet. X Date:
<input checked="" type="radio"/> Net 30 Days with Approved Credit		
<input type="radio"/> COD Payment Due Upon Install - Cash or Check Only		
<input type="radio"/> 50% Down and 50% Upon Completion		
Rep: Jim DeLucca, Project Manager/Estimator		
Email: jimd@steelcofence.com		

Difference in Price = \$867

TERMS: Description of work will be followed exactly as specified unless there is a note on the contract indicating change. COD customers must pay on delivery with check or cash only. No retainage on fence rentals. Pricing based on having unimpeded access to the installation area for personnel, trucks, auger equipment and redimix trucks to install the entire scope of work. **EXCLUSIONS:** Engineering, structural certifications, review and stamping of drawings by a registered engineer, surveying, layout, establishing finished grades, permits, fees, restoration, traffic controls, patching, removal of excavated materials, union stewards, non-standard insurance (I.E. L&H Insurance, etc.), bond premiums. All design criteria the responsibility of the spec writer. **Winter Exclusions:** Pricing is based on normal weather conditions. Snow removal, frost excavation, and severe cold conditions are not included. **ADDITIONAL FEES** billed unless otherwise noted above: Any time spent for special employee training, customer or owner training & orientation, drug tests, CORI, badging time, downtime not caused by Steelco, and wasted trips. ***Additional terms and conditions on the attached Steelco Terms sheet are incorporated by reference into this agreement.**

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER RESOURCES
PAYMENT REQUISITION

LOAN NO.: <u>CWP-18-23</u> DMS PROJECT NO.: <u>CWSRF-4424</u>	REQUEST NO.: <u>21</u> SERVICE DATES: <u>4/01/2021 to 4/30/2021</u>
--	--

LEGAL NAME AND ADDRESS OF BORROWER:

Town of Harwich
 732 Main Street
 Harwich, MA 02645

EXPENDITURE TYPE	APPROVED AMOUNT \$	PREVIOUS REQUESTS \$	THIS REQUEST
Construction Services - Cont. No. 1 & 2	\$ 2,290,000	\$ 1,796,132	\$ 41,735
Construction: Contract No. 1 (RBO)	\$ 11,637,382	\$ 9,220,663	\$ 121,710
Construction: Contract No. 2 (RJV)	\$ 6,728,664	\$ 4,494,573	\$ 352,355
Construction Contingency No. 1	\$ 131,264	\$ -	\$ -
Construction Contingency No. 2	\$ 148,707	\$ -	\$ -
Other: Police - Cont. No. 1 & 2	\$ 1,270,000	\$ 1,186,636	\$ 36,425
Other: Water Usage - Cont. No. 1	\$ 8,450	\$ 8,450	\$ -
Totals	\$ 22,214,467	\$ 16,706,454	\$ 552,225
	0		

CERTIFICATION OF THE BORROWER:

The Authorized Representative of the Borrower identified below certifies the following:

(i) This payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition that has been paid;

(ii) there has been no Default, as defined in the Regulatory Agreement hereunder or no Event of Default as defined in the Loan Agreement, and no event or condition exists which after notice or lapse of time or both, would become a Default under the Regulatory Agreement or an Event of Default under the Loan Agreement exists; and

(iii) the payment requested by this requisition is due for work actually performed or materials or property actually supplied prior to the date of this requisition less retainage.

DocuSigned by:
 Signature: Joseph F. Powers Date: 5/27/2021
 Print Name: Joseph F. Powers
 Title: Town Administrator

(To be completed by the DEP Division of Municipal Services)

Amount Requested: _____ Amount Approved: _____

Signature: _____ Date: _____

Print Name: Maria E. Pinaud
 Title: Division Director



MEMO

TO: Joseph F. Powers, Town Administrator

FROM: Griffin Ryder, Town Engineer

CC: Meggan Eldredge, Assistant Town Administrator
Carol Coppola, Finance Director
Daniel Pelletier, Water & Wastewater Superintendent

RE: Town of Harwich Phase 2 Contract 1 Sewer Construction Project
Change Order Number 5 – Robert B. Our Company, Inc.

DATE: May 28, 2021

Please find the attached Change Order Number 5 (CO #5) for the Phase 2 Contract 1 Sewer Construction Project with contractor Robert B. Our Company, Inc. (RBO) for review and signature by the Chairman of the Board of Selectmen on behalf of the Board of Selectmen.

CO #4 is comprised of one (1) request for change (RFC) that has been submitted by RBO, following Change Order Number 4, for the Phase 2 Contract 1 project for a total cost of **\$13,682**. In addition to the attached CO #5 signature page is a summary of the change request and the back-up calculation information for the RFC.

The Change Order has been reviewed, vetted and negotiated by CDM Smith and Town staff in coordination with RBO.

CO #5 will be funded by the 5% construction contingency included with Contract Number 1. The attached Department of Environmental Bureau of Water Resources Payment Requisition No. 16 (the latest loan payment requisition) depicts the approved amount through the Town's Clean Water Protection loan. There is currently **\$131,264** available within Construction Contingency No. 1 which will cover the cost of CO #5 (**\$13,682**) leaving a balance of **\$117,582**.

Please let me know if you have any questions.

CHANGE ORDER

SRF Number CWSRF-4424/1
 Public Entity Town of Harwich MA
 Contract Number Contract No. 1
 Change Order Number 5

Contract Amount (As Bid) \$11,368,663.48
 Net Change in Contract Price (This change order) \$13,682.00
 Net Change in Contract Price (Previous change orders) \$268,719.00
 Total Adjusted Contract Price (including this and all other change orders) \$11,651,064.48

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by *Ronald S. Ford* 5/25/2021
 (Chief) Resident Engineer Date

This change order is requested by: Robert B. Our Co.

This change order is recommended by: CDM Smith Inc.

Mick Quinlan 38074 05/26/21
 Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Maureen DeBrie 5-21-21
 Contractor Date

 Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: *Carol Coppola* 5/26/2021
DocuSigned by: 486320399D339D434 Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/1 Contract No. Contract No. 1 Change Order No. 5

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 1

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: Robert B. Our Co.

Contractor's Address: 24 Great Western Road Harwich, MA 02645

Descriptions and Reasons for Change

Item No. 1

This change, (RFC 021) provides payment to Robert B. Our for additional thermoplastic pavement markings at the Route 137/Route 39 intersection. This work is necessary due to changes in the routing of the sewer in Route 137 after direction was given by the Town not to proceed through the Stop & Shop easement as originally designed in the Contract Documents. The price provides for labor, equipment and material necessary to install thermoplastic markings after final paving.

The net increase to the Contract Price for this change is \$13,682.42

Town of Harwich, Massachusetts
Sewerage Works Improvements Phase 2 Contract No. 1
SRF No. ~~1~~CWSRF-4424/1

Change Order No. 5 Summary

<u>Item No.</u>	<u>RFC No.</u>	<u>Item Description</u>	<u>Amount</u>
1	RFC 021	Additional thermoplastic road markings at the Route 137 Intersection	\$13,682.42
Total Change Order No.5 =			\$13,682

Harwich Sewerage Works Improvements Phase 2 - Contract No.1

Item 1

Robert B Our Co.

24 Great Western Rd, Harwich, MA

Project: **Harwich Sewerage Works Improvements Phase 2 - Contract 1**
Engineer: **CDM Smith**

31-Mar-21

RFC 0021**Thermo Plastic Markings For RT 137 Intersection "area"**

RBO	Rate	Hours	QTY	Extended Total
Laborer	\$ 58.43	0	0	0.00
Operator	\$ 78.03	0	0	0.00
Truck Driver	\$ 61.35	0	0	0.00
Forman	\$ 85.00	0	0	0.00

Direct labor Costs :

Labor	\$ -	45.65%	0.00
Operator	\$ -	43.57%	0.00
Truck Driver	\$ -	45.32%	0.00

Subtotal Labor \$ -

RBO Equipment	Rate	Quantity	Extended Total
Excavator	\$ 166.73	0	\$ -
Loader	\$ 69.50	0	\$ -
Truck (10/W)	\$ 66.75	0	\$ -
Utility Truck	\$ 15.31	0	\$ -

Subtotal Equipment \$ -

GC Materials	Rate	Quantity	Extended Total
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Subtotal Material \$ -

Sub Contractors	Rate	Quantity	Extended Total
Markings Inc.	\$ 12,870.00	1	\$ 12,870.00

Misc.	Rate	Quantity	Extended total
-------	------	----------	----------------

\$ -

Subtotal Misc. \$ -

Total Subs \$ -

subtotal Labor, equipment & materials	\$ -
Subtotal Subs	\$ 12,870.00
RBO direct Markup 15%	\$ -
RBO Markup on Subs 5 %	\$ 643.50
RBO suplimental markup (bond) 1.25%	\$ 168.92

 \$ 13,682.42

Total	\$ 13,682.42
--------------	---------------------

Markings Inc.

30 Riverside Drive
Pembroke, MA 02359

Complete Pavement Marking Services

TELEPHONE
(781) 826-5171
FAX (781) 826-1121

March 30, 2021

Robert B. Our, Co., Inc.
Attn: Abby Rose

RE: RT 137 – Harwich

Abby,

The following is our quotation for the installation of thermoplastic pavement markings at the above project location as requested.

6" Double Yellow Center Line	1700	LF	@	\$2.10	=	\$3570.00
6" Single White Line	4000	LF	@	\$1.05	=	\$4200.00
12" White Crosswalk & Stop Line	500	SF	@	\$5.95	=	\$2975.00
Curved Arrow	8	EA	@	\$95.00	=	\$760.00
8' "ONLY"	7	EA	@	\$195.00	=	\$1365.00
				TOTAL	=	\$12,870.00

If the price is acceptable, please advise as soon as possible.

Yours Truly,



Stephen R. Stella

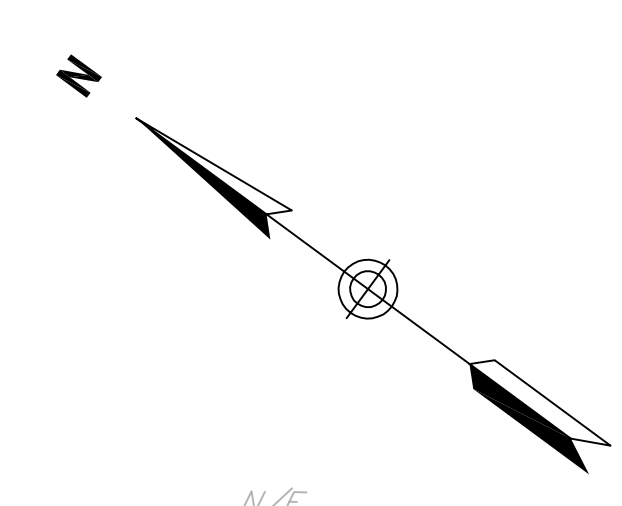
1. TRAFFIC CONTROL & SWEEPING TO BE DONE BY THE GENERAL CONTRACTOR
2. MINIMUM MOBILIZATION CHARGE IS \$2850.00
3. THIS QUOTE IS VALID FOR 60 DAYS



Certified Women Business Enterprise
Certified Disadvantaged Business Enterprise

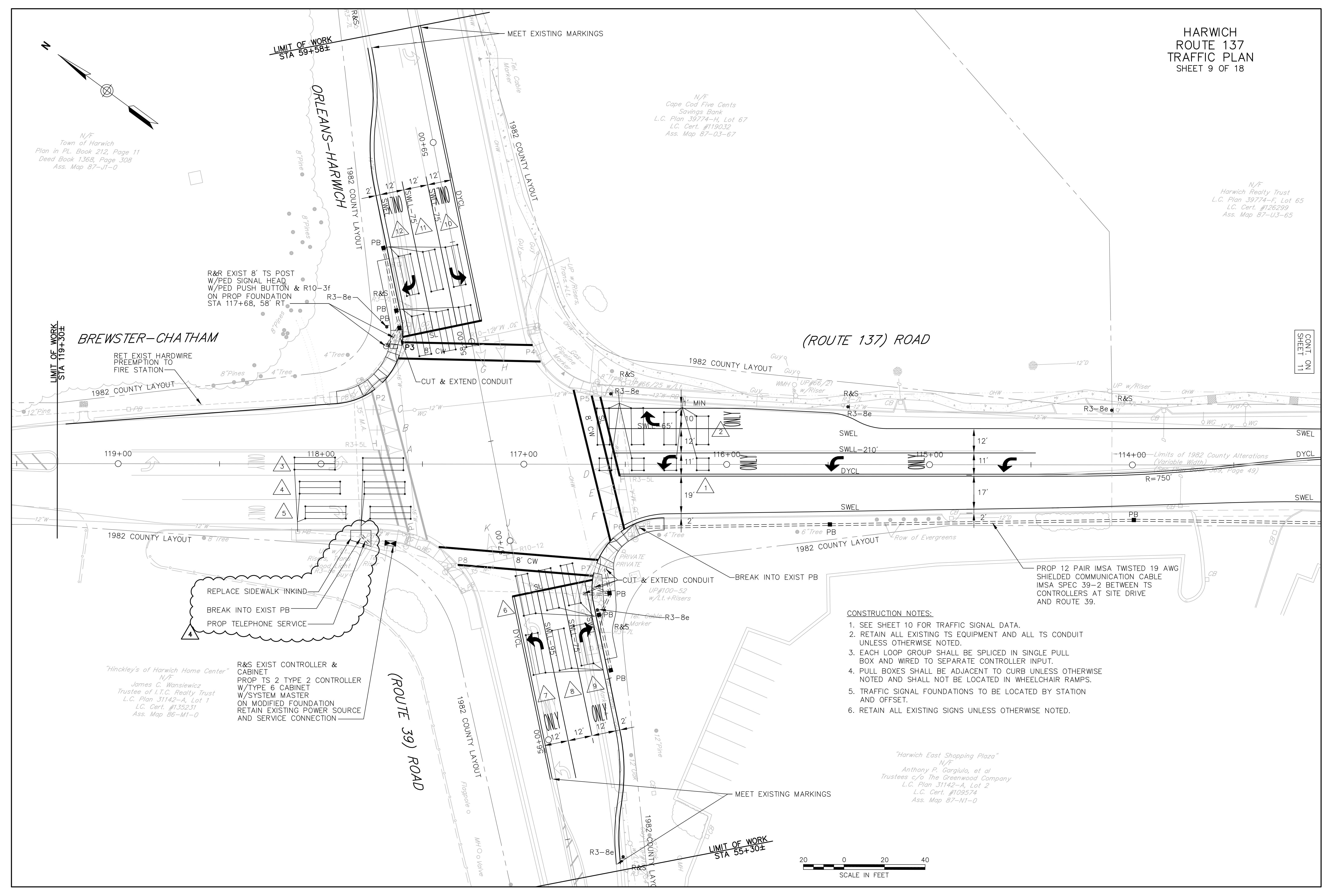
www.markingsinc.com

HARWICH ROUTE 137 TRAFFIC PLAN SHEET 9 OF 18



N/F
Town of Harwich
Plan in P.L. Book 212, Page 11
Deed Book 1368, Page 308
Ass. Map 87-J1-0

N/F
Harwich Realty Trust
L.C. Plan 39774-F, Lot 65
L.C. Cert. #126299
Ass. Map 87-U3-65



R&R EXIST 8' TS POST
W/PED SIGNAL HEAD
W/PED PUSH BUTTON & R10-3f
ON PROP FOUNDATION
STA 117+68, 58' RT

BREWSTER-CHATHAM

(ROUTE 137) ROAD

(ROUTE 39) ROAD

"Hinckley's of Harwich Home Center"
N/F
James C. Wansiewicz
Trustee of I.T.C. Realty Trust
L.C. Plan 31142-A, Lot 1
L.C. Cert. #135231
Ass. Map 86-M1-0

R&S EXIST CONTROLLER &
CABINET
PROP TS 2 TYPE 2 CONTROLLER
W/TYP 6 CABINET
W/SYSTEM MASTER
ON MODIFIED FOUNDATION
RETAIN EXISTING POWER SOURCE
AND SERVICE CONNECTION

CONSTRUCTION NOTES:

1. SEE SHEET 10 FOR TRAFFIC SIGNAL DATA.
2. RETAIN ALL EXISTING TS EQUIPMENT AND ALL TS CONDUIT UNLESS OTHERWISE NOTED.
3. EACH LOOP GROUP SHALL BE SPLICED IN SINGLE PULL BOX AND WIRED TO SEPARATE CONTROLLER INPUT.
4. PULL BOXES SHALL BE ADJACENT TO CURB UNLESS OTHERWISE NOTED AND SHALL NOT BE LOCATED IN WHEELCHAIR RAMPS.
5. TRAFFIC SIGNAL FOUNDATIONS TO BE LOCATED BY STATION AND OFFSET.
6. RETAIN ALL EXISTING SIGNS UNLESS OTHERWISE NOTED.



CONT. ON
SHEET 11

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER RESOURCES
PAYMENT REQUISITION

LOAN NO.: <u>CWP-18-23</u> DMS PROJECT NO.: <u>CWSRF-4424</u>	REQUEST NO.: <u>21</u> SERVICE DATES: <u>4/01/2021 to 4/30/2021</u>
--	--

LEGAL NAME AND ADDRESS OF BORROWER:

Town of Harwich
 732 Main Street
 Harwich, MA 02645

EXPENDITURE TYPE	APPROVED AMOUNT \$	PREVIOUS REQUESTS \$	THIS REQUEST
Construction Services - Cont. No. 1 & 2	\$ 2,290,000	\$ 1,796,132	\$ 41,735
Construction: Contract No. 1 (RBO)	\$ 11,637,382	\$ 9,220,663	\$ 121,710
Construction: Contract No. 2 (RJV)	\$ 6,728,664	\$ 4,494,573	\$ 352,355
Construction Contingency No. 1	\$ 131,264	\$ -	\$ -
Construction Contingency No. 2	\$ 148,707	\$ -	\$ -
Other: Police - Cont. No. 1 & 2	\$ 1,270,000	\$ 1,186,636	\$ 36,425
Other: Water Usage - Cont. No. 1	\$ 8,450	\$ 8,450	\$ -
Totals	\$ 22,214,467	\$ 16,706,454	\$ 552,225
	0		

CERTIFICATION OF THE BORROWER:

The Authorized Representative of the Borrower identified below certifies the following:

(i) This payment is for Project Costs and the obligations specified herein have not been the basis for a prior requisition that has been paid;

(ii) there has been no Default, as defined in the Regulatory Agreement hereunder or no Event of Default as defined in the Loan Agreement, and no event or condition exists which after notice or lapse of time or both, would become a Default under the Regulatory Agreement or an Event of Default under the Loan Agreement exists; and

(iii) the payment requested by this requisition is due for work actually performed or materials or property actually supplied prior to the date of this requisition less retainage.

DocuSigned by:
 Signature: Joseph F. Powers Date: 5/27/2021
 Print Name: Joseph F. Powers
 Title: Town Administrator

(To be completed by the DEP Division of Municipal Services)

Amount Requested: _____ Amount Approved: _____

Signature: _____ Date: _____

Print Name: Maria E. Pinaud
 Title: Division Director

MEMORANDUM OF UNDERSTANDING

The **Nutrition Program for the Elderly** of Elder Services of Cape Cod and the Islands, Inc., whose offices are located at 68 Route 134, South Dennis, Massachusetts 02660 and the **Harwich Community Center** do hereby agree the kitchen of the **Harwich Community Center** be available each Monday through Friday for the preparation of serving of meals-on-wheels to elder citizens as outlined by Title III C of the Older American's Act.

This MEMORANDUM OF UNDERSTANDING shall be effective **July 1, 2021** by and between **Harwich Community Center** and **Elder Services of Cape Cod and the Islands, Inc.** This Agreement shall be in force until **June 30, 2022** unless amended by either party or either party issues a thirty- day (30) notice of cancellation.

The kitchen area and rest rooms shall be available for the Nutrition Program each day Monday through Friday from **8:30 a.m. to 1:00 p.m.**

The Nutrition Program shall supply liners for waste receptacles for the kitchen. The Nutrition Program shall be responsible for cleaning the sections of the refrigerator and freezer used by the program, and proper disposal of trash after use by the Program. The **Harwich Community Center** is responsible for cleanup when the facilities are in use for other activities.

The **Harwich Community Center** provides locked storage space in the kitchen and next to kitchen areas and is responsible for trash removal and snow removal for ease of access to the building by the senior citizens. The Community Center is responsible for custodial care of the rest rooms.

The **Harwich Community Center** shall provide a key to the facility to allow access for the Nutrition Program for the delivery of food.

Elder Services of Cape Cod and the Islands, Inc agrees to pay the **Town of Harwich** the sum of Seventy-five Dollars (\$75.00) per month, during each month of use of the Harwich Community Center pursuant to this Agreement, to cover the cost of electricity incurred by or on behalf of the Elder Services Nutrition Program.

The **Harwich Community Center** and the **Nutrition Program** agree to meet all requirements of inspection by fire, building and health officers.

MEMORANDUM OF UNDERSTANDING

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The **Harwich Community Center** and the **Nutrition Program** agree to meet all requirements of inspection by fire, building and health officers.

MEMORANDUM OF UNDERSTANDING

Page 2

The **Nutrition Program** shall notify the **Harwich Community Center** if the kitchen area shall not be needed on a given day. The **Harwich Community Center** shall give adequate notification to the **Nutrition Program** if the space shall be unavailable.

The **Nutrition Program** agrees to provide annually, a current Certificate of Insurance evidencing Profession and General liability and worker's compensation coverage.

The contact person for the **Nutrition Program** at Elder Services of Cape Cod and the Islands, Inc., is:

Louis Eppers
Nutrition Program Manager
Telephone (508) 394-4630

The contact person for **Harwich Community Center** is:

Carolyn B. Carey, Director
Telephone: (508) 430-7586

FOR THE PROJECT
Louis Eppers

FOR THE PROVIDER
Harwich Board of Selectmen

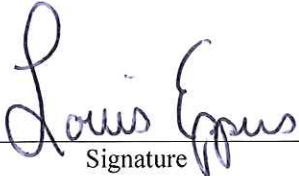
Signature

Signature

Signature

Signature

Signature



Signature

Date: 5/20/21

Date: _____

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

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Town Administrator
Carol Coppola, Finance Director
From: John C. Rendon, Harbormaster 
Date: May 25, 2021
Subject: Barnstable County Dredge Contracts

Recommend approval of the two attached contracts with Barnstable County for the dredging of both Allen Harbor channel and Saquatucket Harbor channel. Dredge operations will be done by hydraulic means and all material will be utilized for beach nourishment on public and private beaches. Nourishment of private beaches is based upon an advertised public bid process for the purchase of material, with an estimated total of \$142,907 to be paid to the town.

Enclosure (1) Dredge Contract - Allen Harbor channel
(2) Dredge Contract – Saquatucket Harbor channel

Copy: (1) Chairman, Waterways Committee

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: John Rendon

DEPARTMENT: Harbormaster

FUNDING SOURCE: 016332-586000 (\$130,770) & 01633A2-614035 (\$75,447)

Appropriated amount: \$228,586.00 **Estimated cost:** \$206,217 **Actual cost:** _____

PROCUREMENT METHOD:

Barnstable County Dredge contracts: Allen Harbor channel \$98,217 and Saquatucket Harbor channel \$108,000. Fund utilizing Operating Budget and Warrant Article.

PURCHASE DESCRIPTION:

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

Barnstable County Dredge is scheduled to dredge Allen Harbor channel and Saquatucket Harbor channel. The cubic yardage indicated in the attached contracts for Allen Harbor channel (10,913 cy) and Saquatucket Harbor channel (12,000 cy) are based upon pre-dredge surveys conduct by Foth Infrastructure & Environment LLC. All dredged material will be utilized for beach nourishment.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
016332/586000 and 01633A2/614035

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



**COOPERATIVE AGREEMENT BETWEEN BARNSTABLE COUNTY
AND THE TOWN OF HARWICH**

ALLEN HARBOR

THIS AGREEMENT, made and entered into this day of May __, 2021 by and between the County of Barnstable, hereinafter called the "County," and the Town of HARWICH, hereinafter called 'the Town'.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I: STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of HARWICH in accordance with the specifications, drawings, and plans (Attachment I) up to a maximum contract amount of \$98,217.00. This is based on removing up to approximately 10,913 cubic yards of material at \$9.00 per cubic yard.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.

4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
5. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
6. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10% shall require the parties to adjust this contract in writing pursuant to Article V.
7. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment II.
3. If a Drainage Basin is required, the plans for the Drainage Basin plan must be certified by a Massachusetts Registered Professional Engineer.
4. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
5. To inspect the County's on-site dredging work in a timely manner.
6. To obligate funds to conduct the dredging work specified in Attachment I.
7. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of HARWICH to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II: TERM OF AGREEMENT

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

ARTICLE III: PAYMENT TO COUNTY

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV: WEATHER CONDITIONS

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

ARTICLE V: CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI: COUNTY INSURANCE

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

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

ARTICLE VII: INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of HARWICH from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of HARWICH agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of HARWICH or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII: TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

ARTICLE IX: COVID 19

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

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

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

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

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this day on May __, 2021.

BARNSTABLE COUNTY COMMISSIONERS: TOWN OF HARWICH:

Ronald Bergstrom, Chair

Sheila Lyons

Mark Forest

Dated: May __, 2021

Dated: May __, 2021



**COOPERATIVE AGREEMENT BETWEEN BARNSTABLE COUNTY
AND THE TOWN OF HARBOR**

SAQUATUCKET HARBOR

THIS AGREEMENT, made and entered into this day of May __, 2021 by and between the County of Barnstable, hereinafter called the “County,” and the Town of HARWICH, hereinafter called ‘the Town’.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I: STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of HARWICH in accordance with the specifications, drawings, and plans (Attachment I) up to a maximum contract amount of \$108,000.00. This is based on removing up to approximately 12,000 cubic yards of material at \$9.00 per cubic yard. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.

4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. To comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
5. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
6. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10% the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10% more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10% shall require the parties to adjust this contract in writing pursuant to Article V.
7. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Sunday through Saturday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment II.
3. If a Drainage Basin is required, the plans for the Drainage Basin plan must be certified by a Massachusetts Registered Professional Engineer.
4. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
5. To inspect the County's on-site dredging work in a timely manner.
6. To obligate funds to conduct the dredging work specified in Attachment I.
7. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act.

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of HARWICH to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II: TERM OF AGREEMENT

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

ARTICLE III: PAYMENT TO COUNTY

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

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ARTICLE IV: WEATHER CONDITIONS

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

ARTICLE V: CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI: COUNTY INSURANCE

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

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

ARTICLE VII: INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of HARWICH from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of HARWICH agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of HARWICH or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII: TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

ARTICLE IX: COVID 19

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

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

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

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

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this day on May __, 2021.

BARNSTABLE COUNTY COMMISSIONERS: TOWN OF HARWICH:

Ronald Bergstrom, Chair

Sheila Lyons


Mark Forest

Dated: May __, 2021

Dated: May __, 2021

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

Memo

To: Chairman, Board of Selectmen
Via: Joseph F. Powers, Town Administrator
Carol Coppola, Finance Director
From: John C. Rendon, Harbormaster 
Date: May 27, 2021
Subject: Sales Agreements – Surplus Dredge Material

Recommend approval of the attached sales agreements with respective private property homeowners for the purchase of surplus dredge material. Proposed sales agreements are the result of a public bid invitation per MGL Chapter 30B that was previously approved by the Board of Selectmen. Barnstable County will be dredging both Allen Harbor and Saquatucket Harbor entrance channels and all material will be utilized for beach nourishment on public and the listed private beaches.

Enclosure (1) Sales Agreement – Wendy and Douglas Kreeger
(2) Sales Agreement – Charlie Dickson
(3) Sales Agreement – Ayer Lane Property Owners Association
(4) Sales Agreement – Joseph Nolan
(5) Sales Agreement – Peter Lambertus
(6) Sales Agreement – Michael Palitz
(7) Sales Agreement – Ellen Broussard (Wyndemere Beach Trust)
(8) Sales Agreement – Paul and Karen Cormier
(9) Sales Agreement – Karen Agnew

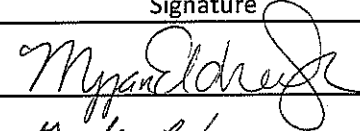
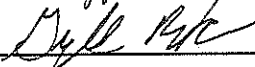
Copy: (1) Chairman, Waterways Committee

Town of Harwich Bid Opening

Date, Time:	05/13/2021, 2 pm
Title:	Surplus Sand Bid

Bidder (in order of Bid Opening)	Unit Price (\$/C.Y.)	Total Volume of Bid (C.Y.)	Total	Notes
Wendy & Douglas Kreeger	\$10.50	350	\$3,675.00	Revised Bid (100 to 350 cy)
Charlie Dickson	\$9.51	1500	\$14,265.00	
Ayer Lane Property Owners Association	\$10.75	1900	\$20,425.00	
Joseph Nolan	\$11.00	250	\$2,750.00	
Peter Lambertus	\$12.50	2500	\$31,250.00	
Michael Palitz	\$9.00	800	\$7,200.00	
Ellen Broussard	\$10.50	5500	\$57,750.00	
Paul & Karen Cormier	\$11.00	200	\$2,200.00	
Karen Agnew	\$13.57	250	\$3,392.50	

Commencement	2:00 PM
Completion	2:19 PM

	Name	Signature	Date
Bid Opener	Meggan Eldredge		5.13.2021
Witness	Griffin Ryder		5.13.2021

SALES AGREEMENT

THIS AGREEMENT is made this 11th day of MAY, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and Wendy and Douglas Kreeger 2012 Trust hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 100 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

1 Wah Wah Taysee, Harwich Port, MA
In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: Ten Dollars and FIFTY cents per cubic yard (\$10.50) for a total of 100 cubic yards.

The Total amount paid is One Thousand Fifty Dollars and 0 Cents (\$ 1,050.00)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

DM
Douglas Durst, Trustee

AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and CHARLIE DICKSON hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 1500 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

51 SAQUATUCKET BLUFFS ROAD
In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

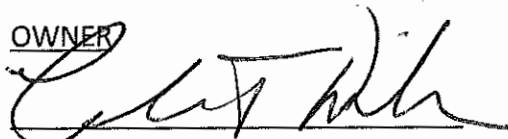
The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: NINE Dollars and FIFTY-ONE cents per cubic yard (\$ 9.51) for a total of 1500 cubic yards.

The Total amount paid is \$ 14,265 Dollars and NO Cents (\$)
\$14,265.00

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

917-741-4247

AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this 11 day of May, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and Ayer Lane Property Owners Assoc hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 1,900 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

Ayer Lane west to Pine Street Beach
In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: Ten Dollars and 75 cents per cubic yard (\$10.75) for a total of 1,900 cubic yards.

The Total amount paid is \$20,425 Dollars and xx/100 Cents (\$ 1)
\$20,425.00

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

AWARDING AUTHORITY

Ayer Lane Property Owners Association

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this 7 day of MAY, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and JOSEPH NOLAN hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

250 The Town shall perform all the work required for the PLACEMENT AND SPREADING OF CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

55 Shore Road

In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: 11 Dollars and 0 cents per cubic yard (\$11.00) for a total of 250 cubic yards.

The Total amount paid is 2750.00 Dollars and 0 Cents (\$2750)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

Joseph Nolan

AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this 8TH day of MAY, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and PETER K. LAMBERTUS hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 2,500 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

43 SAQUATUCKET RD., 26 & 32 NEEL RD. AND CLIFF DR.

In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: TWELVE Dollars and FIFTY cents per cubic yard (\$12.50) for a total of 2,500 cubic yards.

The Total amount paid is THIRTY ONE THOUSAND TWO HUNDRED FIFTY Dollars and ZERO Cents (\$ 31,250.00)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

Peter K. Lambertus

AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and Michael Pavitt, Trustee P.O.N.P.C R/T hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 800 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

17. Saquatucket Point
In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: NINE Dollars and NO cents per cubic yard (\$9.00) for a total of 800 cubic yards.

The Total amount paid is 7,200 Dollars and NO Cents (\$ _____)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

Michael Pavitt

AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this 7th day of May, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and WBT / Ellen Brassard hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 5,500 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

Spread from Hiawatha Rd. Beach to Eastern Ave. Beach
In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: \$57,750 Dollars and 0 cents per cubic yard (\$10.50) for a total of 5,500 cubic yards.

The Total amount paid is _____ Dollars and _____ Cents (\$ _____)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this 5 day of May, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and Paul Cormier, Karen Zinghi-Cormier hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 200 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

65 Shore Rd.
In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: 11 Dollars and 0 cents per cubic yard (\$ 11.00) for a total of 200 cubic yards.

The Total amount paid is \$2,200 Dollars and 0 Cents (\$2,200.00)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER

Paul C

AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

SALES AGREEMENT

THIS AGREEMENT is made this 10th day of May, 2021 by the Town of Harwich, Massachusetts, hereinafter called the "TOWN" and Karen Agnew hereinafter called the "OWNER."

WITNESSETH, that the Town and the Owner for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Town shall perform all the work required for the PLACEMENT AND SPREADING OF 250 CUBIC YARDS OF BEACH SAND ON THE OWNERS PROPERTY at:

3 Hulse Point Road; Harwich Port, MA
In the Town of Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The Town shall commence work under this Contract as soon as possible after the receipt of the certified check from the Owner.


ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Town for the performance of the work, the Contract Sum of: Thirteen Dollars and fifty-seven cents per cubic yard (\$13.57) for a total of 250 cubic yards .

The Total amount paid is Three thousand three hundred ninety-two Dollars and fifty Cents (\$ 3,395.50)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OWNER



AWARDING AUTHORITY

Town of Harwich by the Board of Selectmen

TOWN
ADMINISTRATOR'S
REPORT

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Board of Selectmen

From: Joseph F. Powers, *Town Administrator*

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: Dockside Seafood Shack-Saquatucket Harbor

Date: May 28, 2021

In an effort to keep you all apprised of the situation surrounding the food service lease at Saquatucket Harbor, I would like to shed some light on the reason for delay in getting a new operator into that space.

I have been working with our Attorney Matt Feher of K-P Law over the last several weeks to review the current lease agreement. Attorney Feher has been in contact with the current lessee's attorney to find the best possible solution to this unfortunate circumstance.

Attorney Feher has indicated that due to the poor quality of the existing lease agreement, he is having difficulties directing the Town toward a legal remedy for securing a new operator. I will provide further narrative on this topic during my report on Tuesday evening.