

# SELECTMEN'S MEETING AGENDA\*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, June 21, 2021

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

## I. EXECUTIVE SESSION

- A. 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;

## II. CALL TO ORDER

## III. PLEDGE OF ALLEGIANCE

## IV. WEEKLY SEWER UPDATE

## V. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Announcement – Annual Meeting with Licensed Liquor Establishments will be held on Friday, June 25, 2021 at 10:00 A.M. at the Harwich Police Department
- B. Announcement – The Board of Selectmen will hold a public meeting to discuss noise, by-laws and the report from the Ad Hoc Noise Committee on Monday, June 28, 2021 at 6:30 P.M.

## VI. CONSENT AGENDA

- A. Vote to accept the resignation from Paula F. McGuire from the Youth Services Committee

## VII. NEW BUSINESS

- A. Discussion and possible vote to hold a Public Hearing for the alleged violations at Perks – 545 Route 28
- B. Discussion and possible vote to authorize the Town Administrator to be the Hearing Officer for the Public Hearing for alleged violations at Perks – 545 Route 28
- C. Discussion and possible vote to approve the year end budget transfers as authorized per MGL Chapter 44 Section 33b
- D. Discussion – Monomoy Regional School District Elementary School assessment inequity
- E. Discussion and possible vote – Board of Selectmen liaison to Monomoy Regional School District working group on assessment and enrollment issues
- F. Discussion and possible vote to execute the Division of Capital Asset Management and Maintenance Standard Contractor Evaluation Form for Public Building Projects
  1. Seekonk Heating Services Inc.
  2. Dandis Contracting Inc.
- G. Discussion and possible vote to approve a new Weekday and Sunday entertainment license for miniature golf – Bud's Miniature Golf – 9 Sisson Road – 10:00 A.M. to 10:30 P.M. – *Pending Building Department and Fire Department approval*
- H. Discussion and possible vote for the Board to execute the Lease Termination and Mutual Release agreement for Dockside Seafood Shack LLC

## VIII. OLD BUSINESS

- A. Update – Snack Shack
- B. Update - Halls Path

## IX. CONTRACTS

- A. Discussion and possible vote to execute a contract with Wood Co. Machinery, Inc. for the purchase of a Volvo L90H Loader Couple and Bucket (front end loader) - \$172,159
- B. Discussion and possible vote to execute a contact with Sutphen Corporation for the purchase of a Sutphen Heavy Duty 100' Mid-mount Areal Ladder (Quint) Fire Truck - \$1,086,672.80
- C. Discussion and possible vote - Boston Marine Insurance services, Inc - marine insurance coverage for Fiscal Year 2022 - \$97,089.00
- D. Discussion and possible vote to execute a contract for dog impoundment services with the Animal Rescue League - \$7,000
- E. Discussion and possible vote to execute grant agreements for Community Preservation Act projects authorized at the 2021 Annual Town Meeting:
  1. Cape & Islands Veterans Outreach Center \$15,000
  2. Community Development Partnership \$7,500
  3. Harwich Affordable Housing Trust \$50,000
- F. Discussion and possible vote to authorize the Chair to execute Fiscal Year 2022 Visiting Nurse Association (VNA) contract - \$4,000

## X. TOWN ADMINISTRATOR'S REPORT

## XI. SELECTMEN'S REPORT

## XII. ADJOURNMENT

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

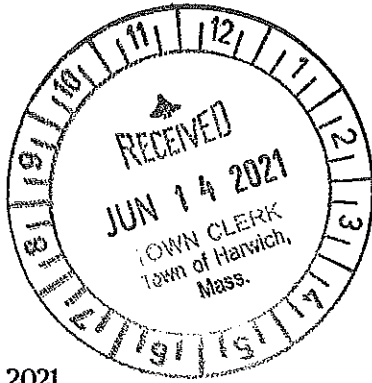
**Authorized Posting Officer:**

\_\_\_\_\_  
Ellen Powell, Executive Assistant

**Posted by:** \_\_\_\_\_  
Town Clerk

**Date:** \_\_\_\_\_  
June 16, 2021

# **CONSENT AGENDA**



February 4, 2021



Select people  
Town of Harwich  
Town Hall  
Harwich, Massachusetts

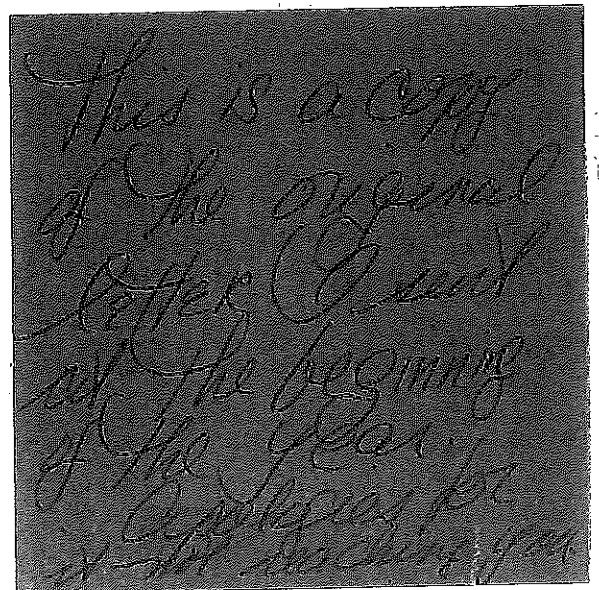
Please be advised that I will be stepping down from my position on the Family and Youth Services board at this time.

I enjoyed my tenure on this board and thank the Town of Harwich for giving me this opportunity.

Sincerely yours,



Paula F McGuire



This is a copy  
of the original  
letter I sent  
at the beginning  
of the year.  
I hope you  
will find it helpful.

# **NEW BUSINESS**



**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:** June 14, 2021

**SUBJECT:** Alleged noise violation at Perks on June 11, 2021

Please see attached log entry and report regarding an alleged noise violation at Perks which was investigated on June 11, 2021. I have also included a disturbance call where an officer observed two men fighting in front of Perks on June 13, 2021 at 1:04 am. It appears from the report that at least one of the combatants had come from Perks.

or Date: 06/11/2021 - Friday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
1-6715	2013	Noise Complaint	Investigated
Call Taker:		2373 - PSD Telecommunicator IRIS G MCINALLY	
Primary Id:		205 - Patrol Christopher R Arrigo	
Location/Address:			
Calling Party:		- HARWICH, MA 02645	
		DOB: 00/00/0000	
Involved Party:		PERKS	
		POWELL, TAYLOR BRETT @ 545 RT 28 - HARWICH, MA 02645	
ID:		205 - Patrol Christopher R Arrigo	
		Disp-20:15:10 Enrt-20:15:49 Arvd-20:24:22 Clrd-20:44:04	
ID:		139 - Patrol Supervisor Mark T Holmes	
		Disp-20:15:14 Enrt-20:16:07 Arvd-20:26:04 Clrd-20:44:01	
Narrative:		06/11/2021 2014 PSD Telecommunicator IRIS G MCINALLY	
		Noise complaint believed to be coming from Perks. Acoustic guitar with male singing.	
Narrative:		06/11/2021 2044 PSD Telecommunicator IRIS G MCINALLY	
		Units spoke to owners of Perk's, clear investigated.	
Narrative:		06/11/2021 2230 Patrol Supervisor Mark T Holmes	
		Valid complaint, business owner was advised. See formal report.	
Refer To Incident:		<u>21-6715-OF</u>	

The follow is a narrative regarding a noise complaint at Perk's:

On June 11, 2021, at approximately 2014 hours, I, Officer Christopher Arrigo, was dispatched to [redacted] to speak to an RP regarding a noise complaint at Perk's. Upon my arrival, I was met by [redacted], the reporting party. [redacted] stated that she could hear an acoustic guitar and a male singing at the restaurant. From [redacted] driveway, I could hear a guitar playing and could barely hear a male singing. I did not find the noise level to be unreasonable, however, the music was audible from th [redacted] residence which is over 150' away. I informed [redacted] that I would go over and speak to the manager at Perk's about getting the volume lowered.

I spoke to OIC Holmes in the Schoolhouse lot, which is located across the street from Perk's. At this location, I could see exactly where the musician was playing. OIC Holmes used his LIDAR to get the distance from our location to where the musician was. OIC Holmes was able to determine that the distance was 153'. At this location, I could faintly hear the guitar and the musician singing.

OIC Holmes and I made contact with Taylor Powell, the owner of Perk's. I informed him of the complaint and that we could hear the music outside of the 150' radius. Mr. Powell immediately turned down the music and apologized. Mr. Powell was very cooperative tonight and stated that he was ending the entertainment early tonight.

Respectfully Submitted,

---

Officer Christopher Arrigo



This is the supplemental narrative of Mark T. Holmes regarding the Noise Complaint at 549 Route 28.  
\*\*\*\*\*

At approximately 2013, 11JUN21, while assigned as the Shift Supervisor, Officer Arrigo and I were dispatched to the area of Route 28 for a noise complaint. The basis of the complaint was a male voice signing and an acoustic guitar. I arrived a few minutes after Officer Arrigo, who was at the residence. I parked across the street on Schoolhouse Rd. From my location at the front Handicap Parking space I could plainly hear a guitar and a male voice, though I could not discern what the voice was saying. The sound was coming from the open air patio at Perks.

Using a handheld LiDAR unit I took a distance measurement from the white parking space line abutting the handicap parking space to the area just above the head of the person playing guitar at Perks. The distance measured 153 feet. Officer Arrigo met up with me after speaking with the RP, and we both went over to Perks to speak with management. The owner of Perks, Taylor Powell, met with Officer Arrigo and I and we advised him of the complaint and the fact that the noise could be heard more than 150 feet from its' source, making it a violation of the noise by-law.

Taylor spoke with his performer and they made some adjustments to the sound equipment, a small speaker, which lowered the volume significantly. As Taylor spoke with Officer Arrigo and I we all walked over to where my cruiser was parked. We could still hear a very faint din of guitar and signing. I explained to Taylor that our interaction would be documented, which he said he understood. Taylor asked for a little clarification of the noise by-law. I told Taylor that we were instructed to document each and every call to any establishment in town in detail and describe what we heard and where we heard it from. I also told him that the interpretation of the by-law was that any noise heard at 150 feet or more from the source was a violation of the by-law.

Taylor understood our position and said he was going to cut tonight's entertainment short to avoid any further issues.

Respectfully submitted, \_\_\_\_\_ 139

Mark T. Holmes  
Patrolman

or Date: 06/13/2021 - Sunday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
1-6776	0104	DISTURBANCE	Services Rendered
Call Taker:		4006 - PSD Telecommunicator Kyleigh Sears	
Primary Id:		195 - Patrol Ronald D Ruggiero	
Location/Address:		[HAR 1638] PERKS COFFEE SHOP - 545 RT 28	
ID:		195 - Patrol Ronald D Ruggiero	
		Disp-01:05:33 Enrt-01:05:35 Arvd-01:05:37	Clrd-01:25:46
ID:		139 - Patrol Supervisor Mark T Holmes	
		Disp-01:05:39 Enrt-01:05:41 Arvd-01:09:34	Clrd-01:25:46
ID:		205 - Patrol Christopher R Arrigo	
		Disp-01:05:43 Enrt-01:05:45	Clrd-01:09:11
ID:		196 - Patrol Ryan J Fazzino	
		Disp-01:06:13 Enrt-01:06:14 Arvd-01:08:57	Clrd-01:14:48
Narrative:		06/13/2021 0105 PSD Telecommunicator Kyleigh Sears	
		Fight in progress outside of the Port	
Narrative:		06/13/2021 0107 PSD Telecommunicator Kyleigh Sears	
		Parties have gone their separate ways, large crowd still in the area, units staying on location	
Narrative:		06/13/2021 0120 PSD Telecommunicator Kyleigh Sears	
		Crowd is thinning out	
Narrative:		06/13/2021 0126 PSD Telecommunicator Kyleigh Sears	
		Crowd about cleared out, there does not appear to be any issues. Clear.	
Narrative:		06/13/2021 0126 Patrol Ronald D Ruggiero	
		See formal report.	
Refer To Incident:		<u>21-6776-OF</u>	

The following is a narrative regarding a disturbance on June 13, 2021:

On Sunday, June 13, 2021 at 0104hrs. I, Officer Ron Ruggiero, was on patrol in Harwichport. While driving east on Route 28, I observed two male parties fall to the ground on the sidewalk in front of 545 Route 28, Perks Coffee Shop, and begin wrestling around.

I stopped my cruiser and activated my blue emergency lights. At this time, both of the males stood up and one of the males began heading east on Route 28. I asked the male still on location if he was ok, to which he replied "yes". I asked the male what happened and he could not recall.

Due to the large crowd between Perks and The Port (100+ people), and the altercation further amplifying the crowd, I advised the male to leave the area. His friends came out from Perks and they got in an Uber, departing from Harwichport.

I did not see any punches thrown during the altercation and neither party appeared to be injured. Officers stood by in the area for the next twenty minutes until the large crowd dispersed without further issues.

Respectfully Submitted,

\_\_\_\_\_  
Officer Ronald Ruggiero - #195



# **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:** June 14, 2021

**SUBJECT:** Supplemental report regarding alleged noise violation at Perks

Attached is the supplemental report from Officer Brickley regarding case # 21-6413 which describes his observations while investigating an alleged incident of vandalism at The Port on June 5, 2021. The report does confirm that outside music was playing at Perks that night after 10 PM which would be an alleged violation of Perks entertainment license requirements.

Supplemental Narrative Regarding HPD Case # 21-6413-OF

I, Officer Brickley, report the following summary of facts,

On Friday, June 11, 2021 at approximately 1200 hours, I received communication from Patrol Lieutenant Hutton that the Town of Harwich had received a "Request for Disciplinary Action" for Perks Beer Garden.

Lt. Hutton forwarded me the complaint drafted by Tomlinson Law and asked me to address three specific allegations germane to the incident.

First, I was asked to address my observations of Taylor Powell in speaking with him on this evening. Powell was cooperative in speaking with me and escorted me over to where the damage had occurred. In addition, Powell questioned several of the people inside the establishment if they saw anyone cut the privacy screens that divide his property from The Port Restaurant. Lastly, Powell thanked officers upon leaving his business.

I did not observe Powell drinking alcohol. Powell did not smell of alcoholic beverage.

Second, in regards to the damaged privacy screens; I find it unlikely that the damage could have naturally occurred. However, I cannot make a definitive determination on what side of the screen the damage took place.

Lastly, Perks had recorded (from a stereo/radio) music playing outside after 2200 hours. I do not know what the music was but it was limited to the premises and not "playing loudly". I did not even address the music issue with Powell due to more pressing matters (i.e. fist fights and disorderly/intoxicated persons in lockup etc.) and not enough police officers to handle the calls safely.

Respectfully Submitted,

---

Officer B.R. Brickley (#189)

## Town of Harwich

### REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
 Finance Committee  
 Town of Harwich

Date 6/9/2021


Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	<u>011351/511900</u>	Town Accountant S&W	<u>\$ 14,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>011411/511900</u>	Assessor S&W	<u>\$ 14,000.00</u>
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	<u>011442/534300</u>	Postage	<u>\$ 12,706.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>011411/511900</u>	Assessor S&W	<u>\$ 12,706.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

**Transfer funds to support budget shortfalls in Town Accountant Salaries & Wages due to personal services contract and to support expanded voting by mail.**

DocuSigned by:  
  
 \_\_\_\_\_  
48C32039033D234  
 Finance Director/ Town Accountant

DocuSigned by:  
  
 \_\_\_\_\_  
0623C0C5799644E  
 Town Administrator

<u>Action of Finance Committee</u>		<u>Action of Board of Selectmen</u>	
Date of Meeting _____			
Number of present & voting _____		Number of present & voting _____	
Transfer approved _____		Transfer approved _____	
Chairman, Finance Committee _____	Date _____	Chairman, Board of Selectmen _____	Date _____

## Town of Harwich

### REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	<u>011942/534100</u>	Advertising	<u>\$ 6,500.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>011922/530900</u>	Town/Finance Committee Reports	<u>\$ 6,500.00</u>
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	<u>014111/511900</u>	Town Engineer S&W	<u>\$ 3,500.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>011491/511900</u>	Administration S&W	<u>\$ 3,500.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

**Transfer funds to cover shortfalls in operating budget for advertisements and to cover payout of vacation time for Engineer who is leaving service with the Town.**

DocuSigned by:  
*Carol Coppola*  
48C32033D33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C5799644E  
Town Administrator

<u>Action of Finance Committee</u>		<u>Action of Board of Selectmen</u>	
Date of Meeting _____			
Number of present & voting _____		Number of present & voting _____	
Transfer approved _____		Transfer approved _____	
Chairman, Finance Committee _____	Date _____	Chairman, Board of Selectmen _____	Date _____

## Town of Harwich REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	<u>014212/527000</u>	<u>DPW Rentals &amp; Leases</u>	<u>\$ 5,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	<u>014212/538000</u>	<u>DPW Other Purchased Services</u>	<u>\$ 75,000.00</u>
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	<u>014212/548900</u>	<u>DPW Other Vehicle Services</u>	<u>\$ 60,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>014211/511890</u>	<u>DPW Part-Time S&amp;W</u>	<u>\$ 40,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>014211/511900</u>	<u>DPW S&amp;W</u>	<u>\$ 80,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>014211/511910</u>	<u>DPW Landfill S&amp;W</u>	<u>\$ 20,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

Transfer funds to cover shortfalls within the DPW largely due to solid waste overages

DocuSigned by:  
*Carol Coppola*  
48C2039E33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C6799644E  
Town Administrator

<b><u>Action of Finance Committee</u></b>	<b><u>Action of Board of Selectmen</u></b>
Date of Meeting _____	
Number of present & voting _____	Number of present & voting _____
Transfer approved _____	Transfer approved _____
Chairman, Finance Committee _____ Date _____	Chairman, Board of Selectmen _____ Date _____



## Town of Harwich REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	014231/513000	Snow & Ice S&W	<b>\$ 53,373.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	014232/527000	Snow & Ice Rentals & Leases	<b>\$ 12,022.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	014232/553000	Snow & Ice Public Works Supplies	<b>\$ 104,674.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	019142/575010	Group Health Insurance - Retirees	<b>\$ 170,069.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

**Transfer funds to cover shortfalls in Snow & Ice costs for roadway maintenance during inclement weather events.**

DocuSigned by:  
*Carol Coppola*  
48C32038D33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0023C0C5799041E...  
Town Administrator

<u>Action of Finance Committee</u>	<u>Action of Board of Selectmen</u>
Date of Meeting _____	Date of Meeting _____
Number of present & voting _____	Number of present & voting _____
Transfer approved _____	Transfer approved _____
Chairman, Finance Committee _____ Date _____	Chairman, Board of Selectmen _____ Date _____

## Town of Harwich

### REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	<u>018312/562100</u>	Barnstable County Tax	<u>\$ 663.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>018352/562600</u>	Cape Cod Commission Assessment	<u>\$ 663.00</u>
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	<u>017997/592500</u>	BAN Interest	<u>\$ 1,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>017775/591500</u>	Cape Cod Commission Assessment	<u>\$ 1,000.00</u>
		<b>Name of Appropriation</b>	

**Transfer funds to correct budgets association with the Commission and Barnstable County and transfer funds to cover short term interest associated with Bond Anticipation Notes.**

DocuSigned by:  
*Carol Coppola*  
48C32039B33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C5799044E  
Town Administrator

<u>Action of Finance Committee</u>		<u>Action of Board of Selectmen</u>	
Date of Meeting _____			
Number of present & voting _____		Number of present & voting _____	
Transfer approved _____		Transfer approved _____	
Chairman, Finance Committee _____	Date _____	Chairman, Board of Selectmen _____	Date _____

## Town of Harwich

### REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/15/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	014212/529000	Facility Maintenance	<b>\$ 14,000.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	014211/511900	DPW S&W	<b>\$ 14,000.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	011228/585000	Selectmen Capital Outlay	<b>\$ 25,000.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	019142/575010	Group Health Insurance - Retirees	<b>\$ 25,000.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

**Transfer funds to support the repair and maintenance of the scale decking located at the transfer station, ATM 20 Article 12 approved \$55,000 additional funds are needed. To fund the purchase of commercial kitchen equipment at Saquatucket Harbor**

DocuSigned by:  
*Carol Coppola*  
48C32039D33D434  
\_\_\_\_\_  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C6700644E  
\_\_\_\_\_  
Town Administrator

<u>Action of Finance Committee</u>	<u>Action of Board of Selectmen</u>
Date of Meeting _____	
Number of present & voting _____	Number of present & voting _____
Transfer approved _____	Transfer approved _____
Chairman, Finance Committee      Date _____	Chairman, Board of Selectmen      Date _____

## Town of Harwich

### REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	011351/511900	Town Accountant S&W	<b>\$ 14,000.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	011411/511900	Assessor S&W	<b>\$ 14,000.00</b>
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	011442/534300	Postage	<b>\$ 12,706.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	011411/511900	Assessor S&W	<b>\$ 12,706.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

**Transfer funds to support budget shortfalls in Town Accountant Salaries & Wages due to personal services contract and to support expanded voting by mail.**

DocuSigned by:  
*Carol Coppola*  
48C32039033D234  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C5799644E  
Town Administrator

<u>Action of Finance Committee</u>		<u>Action of Board of Selectmen</u>	
Date of Meeting _____			
Number of present & voting _____		Number of present & voting _____	
Transfer approved _____		Transfer approved _____	
Chairman, Finance Committee _____	Date _____	Chairman, Board of Selectmen _____	Date _____

## Town of Harwich

### REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	<u>011942/534100</u>	Advertising	<b>\$ 6,500.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>011922/530900</u>	Town/Finance Committee Reports	<b>\$ 6,500.00</b>
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	<u>014111/511900</u>	Town Engineer S&W	<b>\$ 3,500.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	<u>011491/511900</u>	Administration S&W	<b>\$ 3,500.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

**Transfer funds to cover shortfalls in operating budget for advertisements and to cover payout of vacation time for Engineer who is leaving service with the Town.**

DocuSigned by:  
*Carol Coppola*  
48C32033D33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C5799644E  
Town Administrator

<u>Action of Finance Committee</u>		<u>Action of Board of Selectmen</u>	
Date of Meeting _____			
Number of present & voting _____		Number of present & voting _____	
Transfer approved _____		Transfer approved _____	
Chairman, Finance Committee _____	Date _____	Chairman, Board of Selectmen _____	Date _____

## Town of Harwich REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	014212/527000	DPW Rentals & Leases	<u>\$ 5,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	014212/538000	DPW Other Purchased Services	<u>\$ 75,000.00</u>
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	014212/548900	DPW Other Vehicle Services	<u>\$ 60,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	014211/511890	DPW Part-Time S&W	<u>\$ 40,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	014211/511900	DPW S&W	<u>\$ 80,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	014211/511910	DPW Landfill S&W	<u>\$ 20,000.00</u>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

Transfer funds to cover shortfalls within the DPW largely due to solid waste overages

DocuSigned by:  
*Carol Coppola*  
48C2039E33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C6799644E  
Town Administrator

<u>Action of Finance Committee</u>	<u>Action of Board of Selectmen</u>
Date of Meeting _____	
Number of present & voting _____	Number of present & voting _____
Transfer approved _____	Transfer approved _____
Chairman, Finance Committee _____ Date _____	Chairman, Board of Selectmen _____ Date _____

## Town of Harwich REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	014231/513000	Snow & Ice S&W	<b>\$ 53,373.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	014232/527000	Snow & Ice Rentals & Leases	<b>\$ 12,022.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	014232/553000	Snow & Ice Public Works Supplies	<b>\$ 104,674.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	019142/575010	Group Health Insurance - Retirees	<b>\$ 170,069.00</b>
	<b>Account Number</b>	<b>Name of Appropriation</b>	

**Transfer funds to cover shortfalls in Snow & Ice costs for roadway maintenance during inclement weather events.**

DocuSigned by:  
*Carol Coppola*  
48C32038D33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0023C0C5799041E...  
Town Administrator

<u>Action of Finance Committee</u>	<u>Action of Board of Selectmen</u>
Date of Meeting _____	
Number of present & voting _____	Number of present & voting _____
Transfer approved _____	Transfer approved _____
Chairman, Finance Committee _____ Date _____	Chairman, Board of Selectmen _____ Date _____

## Town of Harwich

### REQUEST FOR BUDGET FY 2021 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen  
Finance Committee  
Town of Harwich

Date 6/9/2021

Dear Sir/Madam:

Request is hereby made for the following transfer in accordance with Chapter 44, Section 33B of the Massachusetts General Laws:

**Amount requested:**

<b>To be transferred to #</b>	018312/562100	Barnstable County Tax	\$ 663.00
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	018352/562600	Cape Cod Commission Assessment	\$ 663.00
		<b>Name of Appropriation</b>	
<b>To be transferred to #</b>	017997/592500	BAN Interest	\$ 1,000.00
	<b>Account Number</b>	<b>Name of Appropriation</b>	
<b>To be transferred from #</b>	017775/591500	Cape Cod Commission Assessment	\$ 1,000.00
		<b>Name of Appropriation</b>	

**Transfer funds to correct budgets association with the Commission and Barnstable County and transfer funds to cover short term interest associated with Bond Anticipation Notes.**

DocuSigned by:  
*Carol Coppola*  
48C32039B33D434  
Finance Director/ Town Accountant

DocuSigned by:  
*Joseph F. Powers*  
0623C0C5799044E  
Town Administrator

<u>Action of Finance Committee</u>		<u>Action of Board of Selectmen</u>	
Date of Meeting _____			
Number of present & voting _____		Number of present & voting _____	
Transfer approved _____		Transfer approved _____	
Chairman, Finance Committee _____	Date _____	Chairman, Board of Selectmen _____	Date _____





DIVISION OF  
CAPITAL ASSET  
MANAGEMENT &  
MAINTENANCE

## STANDARD CONTRACTOR EVALUATION FORM for PUBLIC BUILDING PROJECTS

### **INSTRUCTIONS for PUBLIC AWARDING AUTHORITIES:**

This Evaluation form is for use *only* by Public Awarding Authorities and their representatives in evaluating the performance of both prime/general contractors and filed sub-bid contractors on Massachusetts Public Building Projects bid under M.G.L. c. 149A and c. 149, Sections 44A and 44F.

### **Completion, Signing and Submission of this Form for FINAL Evaluations**

#### (1) **WHO COMPLETES THE FORM?**

##### **(a) Evaluations for public projects costing less than \$1,500,000**

For contracts estimated to cost less than \$1,500,000 (not requiring an Owner's Project Manager – "OPM"), an official from the Awarding Authority, architect/designer representing the Awarding Authority or any other party responsible for oversight of the project must complete this form.

##### **(b) Evaluations for public projects costing \$1,500,000 or more**

For contracts estimated to cost more than \$1,500,000 an Owner's Project Manager (OPM), responsible for oversight of the project must complete this form.

##### **(c) Public Evaluation forms must always be signed by the Awarding Authority**

The evaluations may be prepared by the Awarding Authority's representative (i.e. general contractor, architect, project manager), but the Awarding Authority must also sign the certification section at the bottom of the signature page.

**NOTE:** Per 810 CMR 8.09(2)(b), "An Awarding Authority or Owner's Project Manager may seek input from the general contractor in evaluating a *sub-bidder's* performance of a Building Project, however, the Awarding Authority or their representative must complete and sign the Standard Contractor Evaluation Form."

#### (2) **WHEN MUST IT BE COMPLETED and SUBMITTED?**

Massachusetts state law requires Public Evaluation Forms be completed by the Awarding Authority and submitted to DCAMM:

Within **70 calendar days** from completion of the project for a **Prime/General contractor**

Within **90 calendar days** from completion of the project for **Filed Sub-Bidders**

**NOTE:** A project is deemed "complete" upon use and/or occupancy, or upon issuance of a certificate of use and/or occupancy, or termination of a Building Project, whichever is earlier.

## WHERE MUST THE FORM BE SUBMITTED?

This completed form must be submitted by mail to Commonwealth of Massachusetts, DCAMM – 15<sup>th</sup> Floor, ATTN.: Contractor Certification Office, One Ashburton Place, Boston, MA 02108; *or* by fax to (617) 727-8284; *or* by email to [certeval.dcammm@state.ma.us](mailto:certeval.dcammm@state.ma.us)

## **Pursuant to M.G.L. c. 149, Sec. 44D (7), a copy of this form must be sent by the Awarding Authority to the contractor.**

The contractor shall, within 30 days of receipt of same, be entitled (but not obligated) to submit a written response to DCAMM disputing any information contained in the evaluation and setting forth any additional information concerning the building project or the oversight of the contract by the public agency that may be relevant to the evaluation of the contractor's performance.

### **Final Evaluations as Public Records:**

Final Evaluations and any written contractor responses are included in a contractor's certification file as a "public record" as defined in M.G.L. c. 149, Sec. 7, and are part of the record that Awarding Authorities are required to review in determining the lowest eligible and responsible bidder.

### **Amendments to Final Evaluations/Prohibition Against Negotiations:**

Per 810 CMR 8.02(4), "An Awarding Authority must certify in all evaluation forms as to the accuracy of its contents and shall not negotiate the contents of the Standard Contractor Evaluation Form or the Project Rating with the Contractor or its representatives for any reason." Awarding Authorities finding it necessary for good cause to revise an evaluation may do so *provided they include a written explanation for the revision acceptable to DCAMM.*

### **Using This Form for PRELIMINARY Evaluations:**

This form may also be used to satisfy the requirement under M.G.L. c. 149, Sec. 44D(7), that, at approximately the 50% completion stage, the Awarding Authority shall, for informational purposes, advise the contractor in writing of its preliminary evaluation of the contractor's performance. Do not forward Preliminary Evaluations to DCAMM.

# Evaluation and Rating of Contractor Performance

## General Information

### EVALUATOR:

Name \_\_\_\_\_ Title \_\_\_\_\_

Agency/Firm \_\_\_\_\_ Tele # \_\_\_\_\_

Contractor Being Evaluated: \_\_\_\_\_ DCAMM ID# \_\_\_\_\_  
(If known)

This is a \_\_\_\_\_ Preliminary Evaluation \_\_\_\_\_ Final Evaluation

For a \_\_\_\_\_ Prime/General Contractor \_\_\_\_\_ Sub-Bid Contractor

Project Owner: \_\_\_\_\_

Project Name and Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Start Date \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Actual Completion Date \_\_\_\_\_

Contract Cost for Contractor Evaluated [Including Change Orders]: \$ \_\_\_\_\_  
(If change order amount unknown for subcontractor, estimate as 5% of subcontract amount)

Did the contractor execute this project using their own employees? \_\_\_\_\_ Yes \_\_\_\_\_ No

# EVALUATION QUESTIONS

Please rate this contractor’s performance in each of the following categories by indicating whether performance was “unacceptable,” “poor,” “satisfactory,” “very good” or “excellent,” and enter the applicable point score for each category in the right-hand margin.

Written comments to explain the ratings you assign in any category are extremely helpful, **and if you rate performance below “satisfactory” in any category, a detailed written explanation (with examples) must be provided.**

If additional space is necessary for any written comments, please feel free to attach additional sheets.

## **1. Quality of Workmanship**

Rate the quality of this contractor’s workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? If so or if not, provide specific examples.

<input type="checkbox"/> Unacceptable 0 Points	<input type="checkbox"/> Poor 14 Points	<input type="checkbox"/> Satisfactory 24 Points	<input type="checkbox"/> Very Good 26 Points	<input type="checkbox"/> Excellent 28 Points	
					Sub Total _____

Comments:

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## **Project Management: Scheduling**

Rate this contractor’s performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

<input type="checkbox"/> Unacceptable 0 Points	<input type="checkbox"/> Poor 7 Points	<input type="checkbox"/> Satisfactory 11 Points	<input type="checkbox"/> Very Good 12 Points	<input type="checkbox"/> Excellent 13 Points	
					Sub Total _____

Comments:

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**2. Subcontractor Management**

Rate this contractor’s ability, effort and success in managing and coordinating subcontractors (if no subcontractors, rate this contractor’s overall project management). Was this contractor able to effectively resolve problems? If not, provide specific examples.

Unacceptable     Poor     Satisfactory     Very Good     Excellent  
0 Points            6 Points            11 Points            12 Points            13 Points

Sub Total \_\_\_\_\_

Comments:

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**3. Safety and Housekeeping Procedures**

Rate this contractor’s safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? If so, provide specific examples.

Unacceptable     Poor     Satisfactory     Very Good     Excellent  
0 Points            3 Points            7 Points            8 Points            9 Points

Sub Total \_\_\_\_\_

Comments:

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**4. Change Orders**

Did this contractor unreasonably claim change orders or extras? Were this contractor’s prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable     Poor     Satisfactory     Very Good     Excellent  
0 Points            3 Points            7 Points            8 Points            9 Points

Sub Total \_\_\_\_\_

Comments:

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**5. Working Relationships**

Rate this contractor’s working relationships with other parties (i.e. owner, designer, subcontractors, etc.) Did this contractor relate to other parties in a professional manner? If not, give specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
0 Points            2 Points            5 Points            6 Points            7 Points

Sub Total \_\_\_\_\_

Comments:

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**6. Paperwork Processing**

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
0 Points            2 Points            5 Points            6 Points            7 Points

Sub Total \_\_\_\_\_

Comments:

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**7. On-Site Supervisory Personnel**

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
0 Points            3 Points            10 Points            12 Points            14 Points

Sub Total \_\_\_\_\_

Comments:

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**NOTE: TOTAL POINTS SCORE OF LESS THAN 80**

**Total Points** \_\_\_\_\_

**IS A FAILING SCORE**

After completing the evaluation, please total the points in order to calculate an overall Project Rating.

**PLEASE NOTE:** A TOTAL PROJECT RATING SCORE OF AT LEAST 80 IS REQUIRED TO BE CONSIDERED SUCCESSFUL.

If we receive two or more Project Ratings below 80, may constitute cause for denial of certification or for decertification of a contractor

**LEGAL AND ADMINISTRATIVE PROCEEDINGS:**

Are you aware of any legal or administrative proceedings, invoked bonds, assessed damages, demands for direct payment, payment bond claims, contract failures, contract terminations or penalties involving this contractor on this contract? What is the status of any pending litigation? What was the final outcome of any completed litigation? What are the dollar amounts of assessed damages or penalties?

Comments:

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**ADDITIONAL COMMENTS: - (Optional)**

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**EVALUATOR CERTIFICATION:**

I certify that, to the best of my knowledge:

- (1) The information contained in this Evaluation represents a true and accurate analysis of the contractor’s performance record on this contract;
- (2) The contents of this Evaluation were not in any way the result of any negotiation with the contractor or its representatives; and,
- (3) On the date set forth below, a copy of this Evaluation was sent to the contractor.

***Required: Signed by an individual responsible for the oversight of the project:***



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contact Telephone #

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

***Required Certifications by Awarding Authority:***

Pursuant to M.G.L. c. 149, Sec. 44D(7) and 810 CMR 8.02(4) or 810 CMR 8.09(3), I, the undersigned official from the public agency, hereby certify as follows:

- a) The information contained on this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the contractor’s performance record on the contract;
- b) The contents of the evaluation form or the Project Rating were not negotiated with the contractor or its representative for any reason; and,
- c) Pursuant to M.G.L. c. 149, Sec. 44D(7), on the date set forth below, a copy of this evaluation was sent to the contractor.

Awarding Authority:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contact Telephone #

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address





DIVISION OF  
CAPITAL ASSET  
MANAGEMENT &  
MAINTENANCE

## STANDARD CONTRACTOR EVALUATION FORM for PUBLIC BUILDING PROJECTS

### **INSTRUCTIONS for PUBLIC AWARDING AUTHORITIES:**

This Evaluation form is for use *only* by Public Awarding Authorities and their representatives in evaluating the performance of both prime/general contractors and filed sub-bid contractors on Massachusetts Public Building Projects bid under M.G.L. c. 149A and c. 149, Sections 44A and 44F.

### **Completion, Signing and Submission of this Form for FINAL Evaluations**

#### (1) **WHO COMPLETES THE FORM?**

##### **(a) Evaluations for public projects costing less than \$1,500,000**

For contracts estimated to cost less than \$1,500,000 (not requiring an Owner's Project Manager – "OPM"), an official from the Awarding Authority, architect/designer representing the Awarding Authority or any other party responsible for oversight of the project must complete this form.

##### **(b) Evaluations for public projects costing \$1,500,000 or more**

For contracts estimated to cost more than \$1,500,000 an Owner's Project Manager (OPM), responsible for oversight of the project must complete this form.

##### **(c) Public Evaluation forms must always be signed by the Awarding Authority**

The evaluations may be prepared by the Awarding Authority's representative (i.e. general contractor, architect, project manager), but the Awarding Authority must also sign the certification section at the bottom of the signature page.

**NOTE:** Per 810 CMR 8.09(2)(b), "An Awarding Authority or Owner's Project Manager may seek input from the general contractor in evaluating a *sub-bidder's* performance of a Building Project, however, the Awarding Authority or their representative must complete and sign the Standard Contractor Evaluation Form."

#### (2) **WHEN MUST IT BE COMPLETED and SUBMITTED?**

Massachusetts state law requires Public Evaluation Forms be completed by the Awarding Authority and submitted to DCAMM:

Within **70 calendar days** from completion of the project for a **Prime/General contractor**

Within **90 calendar days** from completion of the project for **Filed Sub-Bidders**

**NOTE:** A project is deemed "complete" upon use and/or occupancy, or upon issuance of a certificate of use and/or occupancy, or termination of a Building Project, whichever is earlier.

## WHERE MUST THE FORM BE SUBMITTED?

This completed form must be submitted by mail to Commonwealth of Massachusetts, DCAMM – 15<sup>th</sup> Floor, ATTN.: Contractor Certification Office, One Ashburton Place, Boston, MA 02108; *or* by fax to (617) 727-8284; *or* by email to [certeval.dcammm@state.ma.us](mailto:certeval.dcammm@state.ma.us)

## **Pursuant to M.G.L. c. 149, Sec. 44D (7), a copy of this form must be sent by the Awarding Authority to the contractor.**

The contractor shall, within 30 days of receipt of same, be entitled (but not obligated) to submit a written response to DCAMM disputing any information contained in the evaluation and setting forth any additional information concerning the building project or the oversight of the contract by the public agency that may be relevant to the evaluation of the contractor's performance.

### **Final Evaluations as Public Records:**

Final Evaluations and any written contractor responses are included in a contractor's certification file as a "public record" as defined in M.G.L. c. 149, Sec. 7, and are part of the record that Awarding Authorities are required to review in determining the lowest eligible and responsible bidder.

### **Amendments to Final Evaluations/Prohibition Against Negotiations:**

Per 810 CMR 8.02(4), "An Awarding Authority must certify in all evaluation forms as to the accuracy of its contents and shall not negotiate the contents of the Standard Contractor Evaluation Form or the Project Rating with the Contractor or its representatives for any reason." Awarding Authorities finding it necessary for good cause to revise an evaluation may do so *provided they include a written explanation for the revision acceptable to DCAMM.*

### **Using This Form for PRELIMINARY Evaluations:**

This form may also be used to satisfy the requirement under M.G.L. c. 149, Sec. 44D(7), that, at approximately the 50% completion stage, the Awarding Authority shall, for informational purposes, advise the contractor in writing of its preliminary evaluation of the contractor's performance. Do not forward Preliminary Evaluations to DCAMM.

# Evaluation and Rating of Contractor Performance

## General Information

### EVALUATOR:

Name \_\_\_\_\_ Title \_\_\_\_\_

Agency/Firm \_\_\_\_\_ Tele # \_\_\_\_\_

Contractor Being Evaluated: \_\_\_\_\_ DCAMM ID# \_\_\_\_\_  
(If known)

This is a \_\_\_\_\_ Preliminary Evaluation \_\_\_\_\_ Final Evaluation

For a \_\_\_\_\_ Prime/General Contractor \_\_\_\_\_ Sub-Bid Contractor

Project Owner: \_\_\_\_\_

Project Name and Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Start Date \_\_\_\_\_ Contract End Date: \_\_\_\_\_

Actual Completion Date \_\_\_\_\_

Contract Cost for Contractor Evaluated [Including Change Orders]: \$ \_\_\_\_\_  
(If change order amount unknown for subcontractor, estimate as 5% of subcontract amount)

Did the contractor execute this project using their own employees? \_\_\_\_\_ Yes \_\_\_\_\_ No

# EVALUATION QUESTIONS

Please rate this contractor’s performance in each of the following categories by indicating whether performance was “unacceptable,” “poor,” “satisfactory,” “very good” or “excellent,” and enter the applicable point score for each category in the right-hand margin.

Written comments to explain the ratings you assign in any category are extremely helpful, **and if you rate performance below “satisfactory” in any category, a detailed written explanation (with examples) must be provided.**

If additional space is necessary for any written comments, please feel free to attach additional sheets.

## **1. Quality of Workmanship**

Rate the quality of this contractor’s workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? If so or if not, provide specific examples.

<input type="checkbox"/> Unacceptable 0 Points	<input type="checkbox"/> Poor 14 Points	<input type="checkbox"/> Satisfactory 24 Points	<input type="checkbox"/> Very Good 26 Points	<input type="checkbox"/> Excellent 28 Points	
					Sub Total _____

Comments:

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## **Project Management: Scheduling**

Rate this contractor’s performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

<input type="checkbox"/> Unacceptable 0 Points	<input type="checkbox"/> Poor 7 Points	<input type="checkbox"/> Satisfactory 11 Points	<input type="checkbox"/> Very Good 12 Points	<input type="checkbox"/> Excellent 13 Points	
					Sub Total _____

Comments:

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**2. Subcontractor Management**

Rate this contractor’s ability, effort and success in managing and coordinating subcontractors (if no subcontractors, rate this contractor’s overall project management). Was this contractor able to effectively resolve problems? If not, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
0 Points                  6 Points                  11 Points                  12 Points                  13 Points

Sub Total \_\_\_\_\_

Comments:

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**3. Safety and Housekeeping Procedures**

Rate this contractor’s safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? If so, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
0 Points                  3 Points                  7 Points                  8 Points                  9 Points

Sub Total \_\_\_\_\_

Comments:

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**4. Change Orders**

Did this contractor unreasonably claim change orders or extras? Were this contractor’s prices on change orders and extras reasonable? If not, provide specific examples.

Unacceptable       Poor       Satisfactory       Very Good       Excellent  
0 Points                  3 Points                  7 Points                  8 Points                  9 Points

Sub Total \_\_\_\_\_

Comments:

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**5. Working Relationships**

Rate this contractor’s working relationships with other parties (i.e. owner, designer, subcontractors, etc.) Did this contractor relate to other parties in a professional manner? If not, give specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
0 Points            2 Points            5 Points            6 Points            7 Points

Sub Total \_\_\_\_\_

Comments:

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**6. Paperwork Processing**

Rate this contractor’s performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
0 Points            2 Points            5 Points            6 Points            7 Points

Sub Total \_\_\_\_\_

Comments:

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**7. On-Site Supervisory Personnel**

Rate the general performance of this contractor’s on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

\_\_\_Unacceptable      \_\_\_Poor      \_\_\_Satisfactory      \_\_\_Very Good      \_\_\_Excellent  
0 Points            3 Points            10 Points            12 Points            14 Points

Sub Total \_\_\_\_\_

Comments:

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**NOTE: TOTAL POINTS SCORE OF LESS THAN 80**

**Total Points** \_\_\_\_\_

**IS A FAILING SCORE**

After completing the evaluation, please total the points in order to calculate an overall Project Rating.

**PLEASE NOTE:** A TOTAL PROJECT RATING SCORE OF AT LEAST 80 IS REQUIRED TO BE CONSIDERED SUCCESSFUL.

If we receive two or more Project Ratings below 80, may constitute cause for denial of certification or for decertification of a contractor

**LEGAL AND ADMINISTRATIVE PROCEEDINGS:**

Are you aware of any legal or administrative proceedings, invoked bonds, assessed damages, demands for direct payment, payment bond claims, contract failures, contract terminations or penalties involving this contractor on this contract? What is the status of any pending litigation? What was the final outcome of any completed litigation? What are the dollar amounts of assessed damages or penalties?

Comments:

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**ADDITIONAL COMMENTS: - (Optional)**

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**EVALUATOR CERTIFICATION:**

I certify that, to the best of my knowledge:

- (1) The information contained in this Evaluation represents a true and accurate analysis of the contractor’s performance record on this contract;
- (2) The contents of this Evaluation were not in any way the result of any negotiation with the contractor or its representatives; and,
- (3) On the date set forth below, a copy of this Evaluation was sent to the contractor.

***Required: Signed by an individual responsible for the oversight of the project:***



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contact Telephone #

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

***Required Certifications by Awarding Authority:***

Pursuant to M.G.L. c. 149, Sec. 44D(7) and 810 CMR 8.02(4) or 810 CMR 8.09(3), I, the undersigned official from the public agency, hereby certify as follows:

- a) The information contained on this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the contractor’s performance record on the contract;
- b) The contents of the evaluation form or the Project Rating were not negotiated with the contractor or its representative for any reason; and,
- c) Pursuant to M.G.L. c. 149, Sec. 44D(7), on the date set forth below, a copy of this evaluation was sent to the contractor.

Awarding Authority:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contact Telephone #

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address





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

### APPLICATION FOR ENTERTAINMENT LICENSE

Weekday Entertainment (\$75)  1 day (\$25)  New application  
 Batters Box (\$50)  Renewal  
 Go Carts (\$50)  Annual  
 Miniature Golf (\$50)  Seasonal  
 Trampolines (\$25)  Opening Date 6/23/21  
 Theater (\$150 per cinema)  
Automatic Amusement:  
 Juke Box (\$100 each)  
 Video Games (\$100 each)  Other \_\_\_\_\_

Business Name Bud's MINIATURE GOLF Phone TBA

Business Address 9 Sisson R.O.

Mailing Address 195 Route 28 West Harwich, MA. 02671

Owners Name & Address Steve Gopoyan & Swavi Osew

Email Address \_\_\_\_\_

Managers Name & Address OWNERS will operate + MANAGE

**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):**

MONDAY - SUNDAY - 10 AM - 10:30 PM

**ENTERTAINMENT TYPE: (Check all appropriate boxes)**

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

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: \_\_\_\_\_  
\_\_\_\_\_
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: \_\_\_\_\_  
\_\_\_\_\_
3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: \_\_\_\_\_  
\_\_\_\_\_
4. Identify whether and how you will regulate access by minors to the premises: \_\_\_\_\_  
\_\_\_\_\_

Days/Hours of Business Operation \_\_\_\_\_

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.

*[Signature]* *[Signature]* <sup>SOC</sup> SIGNATORY Federal I.D. # \_\_\_\_\_  
Signature of applicant & title

*S&S AMUSEMENTS* Federal I.D. # \_\_\_\_\_  
Signature of individual or corporate name

*[Signature]* *[Signature]* Federal I.D. # \_\_\_\_\_  
Signature of Manager

*[Signature]* *[Signature]* Federal I.D. # \_\_\_\_\_  
Signature of Partner

**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.

\_\_\_\_\_  
Building Commissioner      *Kathleen O'Neill* Board of Health      *[Signature]* Fire Department

*K m. ad*  
Police Department

comments:

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



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

**APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE**

Music 1PM or After (Municipal Fee \$85/State \$50)      New application   
 Music prior to 1PM (Municipal Fee \$175/State \$100)      Renewal   
 Go Carts (\$50)      Annual   
 Miniature Golf (\$50)      Seasonal   
 Trampolines (\$25)      Opening Date   
 Theater (\$150 per cinema)  
 Automatic Amusement (\$100)  
 Juke Box (\$100 each)  
 Video Games (\$100 each)      Other

Business Name Bud's Miniature Golf Phone TBA

Business Address 9 Sisson Rd.

Mailing Address 195 Route 28 West Harwich, MA. 02671

Owners Name & Address Steve Goproy and  
Swavi Osek

Email Address

Managers Name & Address owners will manage the business

**TIMES OF ENTERTAINMENT (Please specify where music will be located on your property and what type of entertainment such as live, DJ, recorded)**

Sunday 10 AM - 10:30 PM

**ENTERTAINMENT TYPE: (Check all appropriate boxes)**

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

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: \_\_\_\_\_
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: \_\_\_\_\_
3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: \_\_\_\_\_
4. Identify whether and how you will regulate access by minors to the premises: \_\_\_\_\_

Days/Hours of Business Operation \_\_\_\_\_

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.

[Signature] [Signature] <sup>SOC</sup> SIGNATORY  
Signature of applicant & title

\_\_\_\_\_  
Federal I.D. #

S&S AMUSEMENTS  
Signature of individual or corporate name

\_\_\_\_\_  
Federal I.D. #

[Signature] [Signature]  
Signature of Manager

\_\_\_\_\_  
Federal I.D. #

[Signature] [Signature]  
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.

\_\_\_\_\_  
Building Commissioner

[Signature] [Signature]  
\*Board of Health

[Signature]  
Fire Department

[Signature]  
Police Department

comments: \* Pending Septic Certificate of Compliance

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

**LEASE TERMINATION AND MUTUAL RELEASE AGREEMENT**

This Lease Termination and Mutual Release (the "Agreement") is entered into by and between the personal representative of Joseph Griffiths on behalf of Dockside Seafood LLC with a mailing address of [redacted] ("Tenant") and the Town of Harwich with a mailing address of 732 Main Street, Harwich, MA, 02645 ("Landlord"). Tenant and Landlord may be referred to individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, Tenant and Landlord entered into a lease agreement on March 26, 2019 granting Tenant the right to operate a Snack Shack at Saquatucket Municipal Marina in Harwich Port, MA, 02646. (the "Premises").

**WHEREAS**, Tenant purchased equipment, goods and supplies and had said equipment installed in the Premises at his own cost and expense. (the "Equipment").

**WHEREAS**, Landlord desires to purchase the Equipment purchased and installed by the Tenant.

**WHEREAS**, Tenant notified Landlord through counsel on or about April 2, 2021, that due to medical issues, Tenant would no longer be able to operate the business and thus sought termination of the lease.

**WHEREAS**, Landlord seeks termination of the lease in order to begin the process of selecting a new tenant.

**WHEREAS**, Landlord and Tenant desire to settle any and all actual or potential claims either Party has or may have against the other Party, arising out of the tenancy including but not limited to terminating the lease and completed the sale of the Equipment to the Town of Harwich.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, and promises set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby AGREED between the Parties that the lease is hereby terminated and all other claims which were asserted (or could have been asserted) are hereby settled and compromised upon the following terms and conditions:

1. Purchase of the Equipment. In consideration of the representations and agreements herein the Tenant and Landlord have accepted, consideration of the waiver of their claims and any damages, Landlord shall pay Tenant the sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars for the Equipment that the Tenant purchased and installed in the Premises. Landlord stipulates that the Tenant vacated the Premises and owes nothing in rent or use and occupancy. A complete list of the equipment purchased is attached to this Agreement as Exhibit "A".

2. Donation Letter. Landlord will provide Tenant a Donation Appreciation Letter indicating that the Tenant donated Twenty-Five Thousand Dollars (\$25,000.00) in equipment and goods to the Town of Harwich upon termination of the Lease.

3. Resolution of Claims. In consideration of the representations and agreements herein, the Parties agree that all claims between the Parties in relation to the Premises are hereby resolved and waived forever.

4. Release of Unknown Claims. The Parties acknowledge and agree that they may hereafter discover facts different from, or in addition to, those facts known to them or which they now believe to be true with respect to all of the claims, demands, actions, causes of action, suits, liens, debts, obligations, damages, liabilities, judgments, costs, expenses, and fees (including reasonable attorney's fees) existing on the Effective Date of this Agreement. Parties nevertheless agree that the releases set forth herein have been negotiated and agreed upon, notwithstanding such acknowledgment and agreement, and hereby expressly waives all rights which they may have under any federal or state statute or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution.

5. Release by Landlord. Landlord, for itself and its members, officers, legal representatives, employees, agents, attorneys and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases, acquits, and forever discharges Tenant and its parents, subsidiaries, affiliates, related corporate entities and businesses, legal representatives, attorneys, employees, agents, officers and assigns from any and all claims, rights, demands, debts, liabilities, controversies, contracts, costs, expenses, and compensation of every kind and nature, or causes of action, known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever, from the beginning of the world to the Effective Date of this Agreement, including, without limitation, claims in contract or in tort, under statutory or common law, for actual, multiple, or punitive damages, interest, attorneys' fees, or costs.

6. Release by Tenant. Tenant, for itself, its parents, subsidiaries, affiliates, related corporate entities and businesses, legal representatives, employees, agents, attorneys, officers and assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, releases, acquits and forever discharges Landlord and its members, officers, legal representatives, attorneys, employees, agents, and assigns, from any and all claims, rights, demands, debts, liabilities, controversies, contracts, costs, expenses, and compensation of every kind and nature, or causes of action, known or unknown, asserted or unasserted, liquidated or unliquidated, fixed or contingent, of any nature whatsoever, from the beginning of the world to the Effective Date of this Agreement, including, without limitation, claims in contract or in tort, under statutory or common law, for actual, multiple, or punitive damages, interest, attorneys' fees, or costs.

7. Termination of Lease. Upon execution of this Agreement by the parties and upon Tenant's receipt of the Equipment Payment from Landlord, the Lease shall be terminated. Tenant has already surrendered the keys to the premises and relinquish any and all rights that he may have to the premises.

8. Compromise Agreement / No Admission of Liability. This Mutual Release & Settlement Agreement is a compromise and settlement of disputed claims and is not intended to be, nor shall it be construed as, an admission of liability or wrongdoing by any Party or an admission that any disputed, claim, counterclaim or defense has merit or is lacking in merit.

9. Warranty of Independent Advice. Each Party warrants and represents that it has received independent legal advice from such Party's attorney with respect to the rights and obligations arising from, and the advisability of executing this Agreement, and that in executing this Agreement it has not relied upon any statements, representations, or agreements other than those set forth herein.

10. Due Authorization. Each Party warrants and represents that such Party is fully entitled and duly authorized to enter and deliver this Agreement and perform its obligations hereunder.

11. Notice. If notice is required to be given under this Agreement, notice shall be provided as follows:

To Landlord:

Town Administrator Joseph Powers  
Town of Harwich  
732 Main Street  
Harwich, MA, 02645

To Tenant:

Matthew P. Kelley, Esquire  
Law Offices of Matthew P. Kelley  
72 Route 28, Unit #1/ PO Box 665  
West Harwich, MA, 02671

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, attorneys, shareholders, members, officers, directors employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors and assigns.

13. Acknowledgement of Consideration. The parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

14. Integration Clause. This Agreement supersedes all prior agreements, arrangements, and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed jointly by the parties. All representations and promises made by any party to another, whether in writing or orally, concerning the Lease and the termination of the Lease are understood by the parties to be merged into this Agreement.

15. Severability. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions have not been included herein.

16. Duplicate Originals. This Agreement may be executed in duplicate original counterparts, each of which shall be considered an original for all purposes. A faxed or emailed copy will also be treated as an original in all respects.

LANDLORD  
Town of Harwich

\_\_\_\_\_  
By: Michael MacAskill, Chair

Date: \_\_\_\_\_

TENANT  
Joseph Griffiths, Personal Representative of Estate  
of Joseph Griffiths

\_\_\_\_\_  
Joseph Griffiths

Date: \_\_\_\_\_



# **CONTRACTS**

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039

**Joseph F. Powers, Town Administrator**

**Meggan M. Eldredge, Assistant Town Administrator**

732 MAIN STREET, HARWICH, MA 02645



# Memo

To: Board of Selectmen  
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Wood Co. Machinery, Inc. for the purchase of a Volvo L90H Loader Couple and Bucket (front end loader) - \$172,159.00

Date: June 21, 2021

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This memorandum corresponds to *Contracts Agenda Item. A. Discussion and possible vote to execute a contract with Wood Co. Machinery, Inc. for the purchase of a Volvo L90H Loader Couple and Bucket (front end loader) - \$172,159*

As you will see from the attached materials, this item is being procured through the 30B process using a Statewide Sourcewell Contract and funded through the approval of Article 21 of the Annual Town Meeting held on May 8, 2021. The unit price for the new loader is \$188,659.00 and we are trading a 1996 loader for \$22,000.00. The final purchase price is 172,159.00 which includes shipping and on-site training.

Due to the timing of delivery of this loader, this procurement request is being made in advance of the July 1, 2021 date of funding appropriation. This loader will not be delivered or paid for until after July 1, 2021.

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

Low Bidder: Wood Co Machinery (Volvo) Sourcewell Contract 032119 VCE

Bid Price: \$ 172,159.00

### 12/13/18 Revised Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder. Sourcewell Contract
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. \$172,159
- 2. Finance Director has signed that funds are available: Carol Coppola Account # 01421A2/621021
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.</li> </ul>	<input type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul>
<input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul>	<input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>
<input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul>	<input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul>
<input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul>	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p> <p style="text-align: center; color: blue; font-size: 1.2em;"><i>Sourcewell Contract 032119 VCE</i></p>
<input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li>a. Solicit qualifications prior to sealed bids.</li> </ul>	

Original for Accounting   
  Original for Procurement   
  Original for Vendor   
  Contract to Treasurer's Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

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

## **Summary of Project**

### **Front-End Loader**

**This procurement is to purchase a Front-End loader for the landfill. The current loader is in excess of 30,000 hours of operation. We will be trading the L70C loader (\$22,000.00). The cost including the trade is \$172,159.00 using Sourcewell Contract 032119 VCE.**

**Funding: Article 21, FY2022, \$200,000.00**

## **AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Woodco Machinery, Inc., with an address of 22 North Maple Street, Woburn, MA 01801, hereinafter referred to as "Contractor", effective as of the \_\_\_\_ day of June, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with one (1) Volvo L90H Loader with Coupler and Bucket (front end loader), including the scope of services set forth in Attachment A.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing upon execution of the contract through August 31, 2021.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$172,159.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

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

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

4. Sourcewell Contract #032119-VCE.

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

**ARTICLE 5: CONTRACT TERMINATION:**

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

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

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

**ARTICLE 6: INDEMNIFICATION:**

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

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

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

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

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

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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

**ARTICLE 12: INSURANCE:**

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.

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



**ARTICLE 13: SEVERABILITY:**

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

**ARTICLE 14: ENTIRE AGREEMENT:**

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

**ARTICLE 15: COUNTERPARTS:**

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Daniel Rott, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

043401965  
Social Security Number or  
Federal Identification Number

Woodco Machinery Inc.  
Signature of Individual or  
Corporate Name  
DocuSigned by:  
By: Daniel Rott  
630DB2FA177643D...  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By Daniel Rott  
630DB2FA177643D...  
Signature  
Daniel Rott  
Printed Name  
General Manager  
Title

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

Approved as to Availability of Funds:  
DocuSigned by:  
Carol Coppola  
78C32039D33D434...  
Finance Director  
01421A2/621021

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

# ATTACHMENT A

Quote Valid for 90 days



**Contract:**  
**032119-**  
**VCE**

**Date:** 6/10/2021

<b>Buying Agency:</b>	TOWN OF HARWICH	<b>Dealership:</b>	WOODCO MACHINERY 6/10/2021
<b>Contact Person:</b>		<b>Prepared By:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	

<b>Sourcwell Product Code</b>	D - Volvo Pricing Catalog: Wheel Loaders Large
-------------------------------	--

**A. Catalog / Price Sheet Items being purchased**

Quan	Description	Unit Pr	Total
1	NEW VOLVO L90H LOADER , COUPLER , BUCKET	\$188,659	\$188,659
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
		<b>Sourcewell Machine Price:</b>	\$188,659
		<b>Additional Discount:</b>	\$0
		<b>Subtotal A:</b>	<b>\$188,659</b>

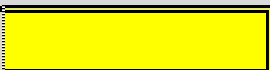
**B. Sourced and/or Non-Contracted Items**

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
		<b>Subtotal B:</b>	<b>\$0</b>

**C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges**

<b>Freight</b>	\$1,500	
<b>PDI</b>	\$1,500	
<b>ON SITE TRAINING</b>	\$2,500	
<b>TRADE 1996 VOLVO L70C , WITH BUCKET , 17,500HRS</b>	-\$22,000	
<b>Subtotal C:</b>		<b>-\$16,500</b>

**Delivery Date:**



**D. TOTAL PURCHASE PRICE (A+B+C):**

**\$172,159**

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Kyle Edson DEPARTMENT: Highway

FUNDING SOURCE: FY 2022 ARTICLE 21

Appropriated amount: \$200,000.00 Estimated cost: \$ 172,159.00 Actual cost: \_\_\_\_\_

**PROCUREMENT METHOD:**

SOURCEWELL CONTRACT 032119-VCE

**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.*

Replacement of one Volvo wheel loader per the DPW Vehicle Replacement Plan. Quote attached. Delivery terms are dependent on when the contract is fully executed. The vendor has one in stock at this time, it may be up to a year if we had to order a new loader. Delivery of the loader will be on or after July 1, 2021.

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: Carol Coppola Account # 01421A2/621021  
\$172,159 as of July 1, 2021

DocuSigned by:  
Joseph F. Powers

Approved to proceed: Town Administrator or Designee: \_\_\_\_\_



**Quote Valid for 90 days**

**Contract:**  
032119-  
VCE

**Date:**

<b>Buying Agency:</b>	TOWN OF HARWICH	<b>Dealership:</b>	WOODCO MACHINERY 3/3/2021
<b>Contact Person:</b>		<b>Prepared By:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	

<b>Sourcewell Product Code</b>	D - Volvo Pricing Catalog: Wheel Loaders Large
--------------------------------	--

**A. Catalog / Price Sheet Items being purchased**

Quan	Description	Unit Pr	Total
1	NEW VOLVO L90H LOADER , COUPLER , BUCKET	\$188,659	\$188,659
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
<b>Sourcewell Machine Price:</b>			\$188,659
<b>Additional Discount:</b>			\$0
<b>Subtotal A:</b>			\$188,659

**B. Sourced and/or Non-Contracted Items**

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
<b>Subtotal B:</b>			\$0

**C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges**

<b>Freight</b>	\$1,500	
<b>PDI</b>	\$1,500	
<b>ON SITE TRAINING</b>	\$2,500	
<b>TRADE 1996 VOLVO L70C , WITH BUCKET , 17,500HRS</b>	-\$22,000	
<b>Subtotal C:</b>		<b>-\$16,500</b>

<b>Delivery Date:</b>		<b>D. TOTAL PURCHASE PRICE (A+B+C):</b>	<b>\$172,159</b>
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**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  
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Sutphen Corporation for the purchase of a Sutphen Heavy Duty 100' Mid-mount Areal Ladder (Quint) Fire Truck - \$1,086,672.80

Date: June 21, 2021

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This memorandum corresponds to *Contracts Agenda Item B. Discussion and possible vote to execute a contract with Sutphen Corporation for the purchase of a Sutphen Heavy Duty 100' Mid-mount Areal Ladder (Quint) Fire Truck - \$1,086,672.80*

As you will see from the attached materials, this item is being procured through the 30B process using a nationwide government procurement service and funded through the approval of Article 19 of the 2021 Annual Town Meeting.

The timing of the manufacturing and delivery of this apparatus is approximately 12-14 months from the date of the signed contract.

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



# HARWICH FIRE DEPARTMENT

## MEMORANDUM

David J. LeBlanc, **Chief of Department**  
 Craig W. Thornton, **Deputy Fire Chief**

<b>Date</b>	May 20, 2021
<b>To:</b>	Procurement
<b>From:</b>	David LeBlanc, Chief of Department
<b>Subject:</b>	Sutphen Quint

**Project:** This project was proposed two years ago. At that time the Capital plan had an engine replacement in FY20 for \$600,000 and a ladder replacement in FY24 for \$1,400,000. The department reviewed the fleet and its operations and it was determined that by accelerating the replacement of the ladder with a quint, and removing the engine from the plan, there would be a savings to the town of close to a million dollars. Additionally the fire department fleet would be reduced by one vehicle, saving operating and maintenance costs. The current Ladder truck has failed its annual ladder test two years in a row. Fortunately it has been repairable, however the cost of these repairs is significant. In the last 2 years, the repair costs for the Engine and Ladder scheduled to be replaced have been \$28,212.60, which does not take into account the cost of labor for work performed at the DPW.

**Description:** One (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Ladder (SL100) Complete and Delivered. The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately 12-14 months from the date of the contract signing.

**Vendor:** Shipman's Fire Equipment Co. Inc 172 Cross Road. Waterford, CT 06385  
 Post Office Box 257. Waterford, CT 06385-0257

**Contact:** Jim Lyons, Director of Sales  
 Fire Apparatus Division  
 Shipman's Fire Equipment Co., Inc.  
 Direct Ph: (860) 941-1429  
[jlyons@shipmans.com](mailto:jlyons@shipmans.com)

**Procurement Method:** Houston-Galveston Area Council (HGAC)

**Funding:** 2021 Annual Town Meeting – Article 19

**Total Funding:** \$1,086,673.00

**Contact/Signatory:** Contact Jim Lyons for signatory. Sutphen requires original signatures for their documentation.

**Included documentation:** Proposal Letter, Contract, Specification, Drawing, and Procurement Checklist.

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: LeBlanc

DEPARTMENT: Fire Department

FUNDING SOURCE: 2021 Annual Town Meeting - Article 19

Appropriated amount: \$1,086,673.00

Estimated cost: \$1,086,673.0 Actual cost: \$1,086,673.00

**PROCUREMENT METHOD:**

Houston-Galveston Area Council (HGAC) - a nationwide, government procurement service.

**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.*

One (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Ladder (SL100) Complete and Delivered. The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately 12-14 months from the date of the contract signing

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: Carol Coppola  
\$1,138,500

Account # 04420A2/621019

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



Low Bidder: Shipman's Fire Equipment - HGAC

Bid Price: \$ \$1,086,673

**12/13/18 Revised Procurement Checklist**

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. \$1,086,673
- 2. Finance Director has signed that funds are available: Carol Coppola Account # 04420A2/621019
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

Original for Accounting     Original for Procurement     Original for Vendor     Contract to Treasurer's Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

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

## **AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Sutphen Corporation, with an address of 6450 Eiterman Road, Dublin, Ohio 43016, hereinafter referred to as "Contractor", effective as of the \_\_\_\_ day of June, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

### **ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with one (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Ladder (SL100) Complete and Delivered, including the scope of services set forth in Attachment A.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing upon execution of the contract through August 31, 2022.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$1,086,672.80. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

### **ARTICLE 4: CONTRACT DOCUMENTS:**

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

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

4. The Purchase Agreement between Sutphen Corporation and the Town of Harwich, dated May 19, 2021.

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

**ARTICLE 5: CONTRACT TERMINATION:**

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

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

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

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required

under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

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

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

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

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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

**ARTICLE 12: INSURANCE:**

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$2,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 5) Umbrella Liability of at least \$1,000,000/ occurrence, \$1,000,000/aggregate. The Municipality should be named as an Additional Insured.

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

**ARTICLE 13: SEVERABILITY:**

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

**ARTICLE 14: ENTIRE AGREEMENT:**

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

**ARTICLE 15: COUNTERPARTS:**

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Julie Sutphen Phelps, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

31-0671786  
Social Security Number or  
Federal Identification Number

Sutphen Corporation  
Signature of Individual or  
Corporate Name  
By: Julie Sutphen Phelps  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By: Julie Sutphen Phelps  
Signature  
Julie Sutphen Phelps  
Printed Name  
VP  
Title

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

by its Town Administrator Up to \$50,000

Approved as to Availability of Funds:  
By: Carol Coppola  
Finance Director  
04420A2/621019

(\$1,086,672.80)  
Contract Sum

\_\_\_\_\_  
Town Administrator

**ATTACHMENT A**



**PROPOSAL**

**TO THE:**

Harwich Fire Department  
Attn: Chief David LeBlanc  
175 Sisson Ave  
Harwich, MA 02645

**DATE:** May 19, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Ladder (SL100) Complete and  
Delivered for the Total Sum of .....\$1,086,672.80**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **12-14** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for forty-five (**45**) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

*Jim Lyons*

Jim Lyons  
Shipman's Fire Equipment Co., Inc.  
Authorized Representative for Sutphen Corporation



**SUTPHEN CORPORATION**

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860





**PURCHASE AGREEMENT**  
**FOR SUTPHEN FIRE APPARATUS**

THIS AGREEMENT, made and entered into this 19th day of May, 2021 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Town of Harwich (Harwich Fire Department) of Harwich, Massachusetts, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of One Million, Eighty-Six Thousand, Six Hundred Seventy-Two Dollars and Eighty Cents.  
(\$ 1,086,672.80) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Harwich Fire Headquarters 175 Sisson Road Harwich, MA 02645 within approximately 11 - 13 months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,

Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By Jim Lyons - Shipman's Fire Equipment Co., Inc.  
Sales Representative

Accepted at office  
SUTPHEN CORPORATION  
6450 Eiterman Road  
Dublin, Ohio 43016

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

PURCHASER

THE Town of Harwich / Harwich Fire Dept.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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## **INTENT OF SPECIFICATIONS**

It is the intent of these specifications to cover the furnishing and delivery to the purchaser a complete apparatus equipped as hereinafter specified. With a view of obtaining the best results and the most acceptable apparatus for service in the fire department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. The apparatus shall conform to the requirements of the current (at the time of bid) National Fire Protection Association Pamphlet #1901 for Motor Fire Apparatus unless otherwise specified in these specifications.

Bids shall only be considered from companies which have an established reputation in the field of fire apparatus construction and have been in business for a minimum of ten (10) years.

Each bid shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract must conform. Computer run-off sheets are not acceptable as descriptive literature.

The specifications shall indicate size, type, model and make of all component parts and equipment.

## **STATEMENT OF EXCEPTIONS TO NFPA 1901**

If, at the time of delivery, the apparatus manufacturer is not in compliance, a statement of exceptions must be provided as follows:

- The specific standard affected.
- A statement describing why the manufacturer is not in compliance.
- A description of the remedy, and who the responsible party is.

The document must be signed by an officer of the company, and an authorized agent of the purchaser. NO EXCEPTIONS

## **QUALITY AND WORKMANSHIP**

The design of the apparatus must embody the latest approved automotive engineering practices.



The workmanship must be the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility to various areas requiring periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions.

Construction must be rugged and ample safety factors must be provided to carry loads as specified and to meet both on and off road requirements and speed as set forth under "Performance Test and Requirements."

### **PERFORMANCE TESTS AND REQUIREMENTS**

A road test shall be documented with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and free from abnormal vibration or noise throughout the operating range of the apparatus. The apparatus, when loaded, shall be approximately 66% on the rear axle. The successful bidder shall furnish a weight certification showing weight on the front and rear axle, and the total weight of the completed apparatus at the time of delivery.

- a. The apparatus must be capable of accelerating to 30 MPH from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed engine RPM.
- b. The service brakes shall be capable of stopping the fully loaded vehicle within 35 feet from a speed of 25 MPH on a level concrete highway.
- c. The apparatus, fully loaded, shall be capable of obtaining a speed of 50 MPH on a level highway with the engine not exceeding 95% of its governed RPM (full load).
- d. The apparatus shall be tested and approved by a qualified testing agency in accordance with their standard practices for pumping engines.
- e. The contractor shall furnish copies of the Pump Manufacturer's Certification of Hydrostatic Test (if applicable), the Engine Manufacturer's current Certified Brake Horsepower Curve and the Manufacturer's Record of Construction Details.

### **FAILURE TO MEET TESTS**

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, a second trial may be made at the option of the bidder within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for

rejection. Permission to keep and/or store the apparatus in any building owned or occupied by the purchaser shall not constitute acceptance of same.

### **EXCEPTIONS TO SPECIFICATIONS**

The following specifications shall be strictly adhered to. Exceptions shall be considered if they are deemed equal to or superior to the specifications, provided they are fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS." Exceptions shall be listed by page and paragraph.

Failure to denote exceptions in the above manner shall result in immediate rejection of the proposal. In addition a general statement taking "TOTAL EXCEPTION" to the specifications shall result in immediate rejection of bid.

### **GENERAL CONSTRUCTION**

The apparatus shall be designed and the equipment mounted with due consideration to distribution of load between the front and rear axles so that all specified equipment, including filled water tank, a full complement of personnel and fire hose shall be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Association (or American Insurance Association). Certified Laboratories certificate shall be submitted by the manufacturer. Weight of apparatus shall meet all federal axle load laws.

### **DELIVERY REQUIREMENTS**

The apparatus shall be completely equipped as per these specifications upon arrival and on completion of the required tests shall be ready for immediate service in the fire department of the purchaser. Any and all alterations required at the scene of delivery to comply with these specifications must be done at the contractor's expense.

### **PURCHASER RIGHTS**

The Purchaser reserves the right to accept or reject any bid. The purchaser also reserves the right to award in their best interest and reserves the right to waive any formalities.

### **U.S.A. MANUFACTURER**

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts (without added costs and delays caused by tariffs and customs) and service, as well as protecting the purchaser should legal action ever be required.

### **MANUFACTURER'S EXPERIENCE**

Each manufacturer shall have been in business making similar apparatus for a minimum of seventy-five (75) years and must have had single ownership for more than fifty (50) years.

### **ELIMINATION OF DIVIDED RESPONSIBILITY**

It is required that each bidder produce both the chassis and complete apparatus. To eliminate divided responsibility and service, the chassis and body must be manufactured by the same Company. Manufacturer shall state the number of years the Company has been producing their own chassis and body. Manufacturer shall state compliance with the paragraph. NO EXCEPTIONS.

### **FAMA COMPLIANCE**

Manufacturer must be a current member of the Fire Apparatus Manufacturer's Association.

### **PROPOSAL DRAWING**

A general layout drawing depicting the apparatus layout and appearance shall be provided with the bid. The drawing shall consist of left side, right side, frontal and rear elevation views. Apparatus equipped with a fire pump, shall have a general layout view of the pump operators panel scaled the same as the elevation views. The drawing shall be a depiction of the actual apparatus proposed and not of a generic similar product.

### **APPROVAL DRAWING**

After the award of bid and pre-construction conference, a detailed layout drawing depicting the apparatus layout and appearance including any changes agreed upon shall be provided for customer review and signature. The drawing will become part of the contract documents. The drawing shall consist of left side, right side, frontal and rear elevation views. Apparatus equipped with a fire pump, shall have a general layout view of the pump operators panel scaled the same as the elevation views.

### **DETAILED WIRING SCHEMATICS**

A CD containing detailed wiring diagrams of the apparatus shall be provided at the time of delivery.

### **PRE-CONSTRUCTION CONFERENCE**

After award of the contract, and prior to construction of the apparatus, a pre-construction conference shall be held at the facility of the manufacturer. A provision shall be provided in the bid price for all travel, food and lodging for three (3) members of the fire department.

### **MID-INSPECTION TRIP**

An inspection trip shall be provided at the manufacturer's facility, prior to delivery of the completed apparatus. A provision shall be provided in the bid price for all travel, food and lodging for three (3) members of the fire department.

### **FINAL INSPECTION TRIP**

An inspection trip shall be provided at the manufacturer's facility, prior to delivery of the completed apparatus. A provision shall be provided in the bid price for all travel, food and lodging for three (3) members of the fire department.

### **APPARATUS MAXIMUM DIMENSIONS**

**OVERHALL HEIGHT:** The maximum overall height of the apparatus, without water and equipment, shall not exceed 9' 11-1/4" / 119.25".

**OVERALL LENGTH:** The maximum overall length of the apparatus shall not exceed 44' 8" / 536".

### **SUTPHEN MONARCH CUSTOM CHASSIS**

A Sutphen Monarch Severe Duty Cab and Chassis system shall be provided. The chassis shall be manufactured in the factory of the bidder. The chassis shall be designed and manufactured for heavy duty service with adequate strength and capacity of all components for the intended load to be sustained and the type of service required. The cab and chassis system, shall be considered the bidders "Top of the Line". There shall be no divided responsibility in the production of the apparatus.

### **WHEELBASE**

The approximate wheelbase shall be 236".

### **DOUBLE FRAME RAILS/TANDEM AXLES**

The chassis frame shall be of a ladder type design utilizing industry accepted engineering best practices. The frame shall be specifically designed for fire apparatus use.

Each frame rail shall be constructed of two .375" thick-formed channels. The outer channel shall be 10.188" x 3.50" x .375" and the inner channel (liner) shall be 9.31" x 3.13" x .375".

The section modulus shall be 31.8 in.<sup>3</sup>. The resistance to bending moment (RBM) over the entire rail will be at-least 3,498,000 in./lbs.

The cross-members shall be constructed of minimum 3/8" formed channels and have formed gusseted ends at the frame rail attachment. Tandem suspensions will use a multi-piece bolt assembled "butterfly" cross-member configuration. This cross-member will span the entire rear of the vehicle.

Each rail is media blasted to remove scale, oil, and contaminants. This blasting also ensures paint adhesion. Each rail will be primed with Cathacoat 302HB, a high performance, two component, reinforced inorganic zinc-rich primer with proven cathodic protection of steel structures, prior to assembly.

.625 inch, grade 8 flange, Huck bolt fasteners shall be used on all permanently attached brackets to the frame to eliminate the need for bolt re-tightening.

A lifetime warranty shall be provided, per manufacturer's written statement.

### **FRONT TOW EYES, BELOW BUMPER**

There shall be two front tow eyes with 3" diameter holes attached directly to the chassis frame, accessible below the front bumper.

### **TOW EYES, PAINTED FINISH**

The front tow eyes shall be painted to match the color of the chassis frame.

### **REAR TOW EYES**

There shall be two tow eyes attached directly to the chassis frame rail and shall be chromate acid etched for superior corrosion resistance and painted to match the chassis.

### **STEERING**

The steering system shall be a TRW wheel to wheel steering system that is tested and certified by TRW, consisting of a heavy duty TRW/Ross Model TAS-85 power steering gear, TRW PS36 steering pump, miter box, drag links, and a thermostatic controlled fan cooled system (set point 185 deg. F to 170 deg. F). The steering gear shall be bolted to the frame at the cross-member for steering linkage rigidity. Four (4) turns from lock to lock with an 18" diameter slip resistant rubber covered steering wheel. Steering column shall have six-position tilt and 2" telescopic adjustment. The cramp angle shall be 45 degrees with 315mm tires or 43 degrees with 425mm tires providing very tight turning ability.

**DRIVE LINE**

The driveline shall consist of Spicer 1810 series dual grease fitting universal joints with "half-round" end yokes. The drive shaft shall be built with a heavy-duty steel tube 4.095" outside diameter x .180 wall thickness. The shafts shall be dynamically balanced prior to installation into the chassis. A splined slip joint shall be provided in each shaft assembly. Universal joints shall be extended life. There shall be two (2) Zerk fittings in each universal joint assembly so the joint can be greased without turning the shaft.

**RAPTOR CORROSION COATING**

The chassis frame rails, crossmembers and fuel beam shall be coated with Raptor brand protective coating for an additional layer of protection from the elements. The color of the coating shall be decided at the pre-constructon conference.

**ENGINE**

The apparatus shall be powered by a Cummins Diesel X 12 455 HP @ 1900 R.P.M., 1700 ft. lb. torque @ 1000 R.P.M.

Displacement: 11.8 liter displacement.

Cylinders: 6

Bore: 5.2" (132mm)

Stroke: 5.67" (144mm)

**AIR COMPRESSOR**

The air compressor shall be an 18.7 CFM engine driven Wabco.

**STARTER**

A 12-volt starter shall be provided, controlled by a switch on the left lower cab dash.

### **EXHAUST SYSTEM**

The engine exhaust system shall be horizontal design constructed from heavy-duty truck components.

The engine exhaust system shall include the following components:

### **STAINLESS STEEL TUBING**

Stainless Steel Flexible Bellows mounted at the turbo outlet. Stainless steel piping to the Aftertreatment Unit. Stainless steel piping from the Aftertreatment Unit to the stainless steel heat diffuser outlet.

### **AFTERTREATMENT UNIT**

The single canister Aftertreatment Unit is a self-contained exhaust treatment system which includes:

DPF (diesel particulate filter)

DEF Injector/Reactor

SCR (selective catalytic reducer)

The DEF injector/reactor utilizes the DEF fluid, which consists of urea and purified water, to convert NOx into nitrogen and water. This will meet or exceed 2021 EPA emissions requirements.

The Stainless Steel Flexible Bellows shall be used to isolate the exhaust system from engine vibrations. The single canister Aftertreatment Unit shall be mounted under the right side frame rail, meeting the specific engine manufacturer's specifications and current emission level requirements. The heat diffuser outlet shall be directed to the forward side of the rear wheels, exiting the right side with a heavy duty heat diffuser. The heat diffuser shall prevent the exhaust temperature from exceeding 851 deg. F during a regeneration cycle.

### **INSULATED JACKETS**

Heat-absorbing, removable, insulated jackets shall be provided on the exhaust system from the turbo outlet in the engine compartment to the Aftertreatment Unit. The jackets will cover all piping, including the bellows, between the engine and the Aftertreatment Unit per engine manufacturers requirements insuring that the exhaust stream temperature remains elevated to ensure functionality with the Aftertreatment Unit. Additionally, the insulated jackets will protect the engine componentry from excessive heat generated by the exhaust.

## **ON-BOARD DIAGNOSTIC (OBD) SYSTEM**

The engine shall be equipped with an on-board diagnostic (OBD) system which shall monitor emissions-related engine systems and components and alert the operator of any malfunctions. The OBD system is designed to further enhance the engine and operating system by providing early detection of emission-related faults. The engine control unit (ECU) will manage smart sensors located throughout the engine and after-treatment system. The system shall monitor component verification and sensor operation. There shall be warning lights located in the dash instrument panel to alert the operator of a malfunction. A data port shall be provided under the driver's side dash for the purpose of code reading and troubleshooting. All communication shall be provided through the J1939 data link.

## **ENGINE WARRANTY**

The engine shall have a five (5) year or 100,000 mile warranty and approval by Cummins Diesel for Full Engine Coverage Plan (RVF) – which is their most complete engine coverage plan, which includes EGR components installation in the chassis. There shall be no deductible for the first two years. A one hundred dollar deductible shall apply for service beginning the third year.

## **AIR CLEANER/INTAKE**

The engine air intake and filter shall be designed in accordance with the engine manufacturer's recommendations. It shall be 99.9% effective in removing airborne contaminants when tested per the industry standard SAE J726 procedure and offer a dirt holding capacity of at least 3.0 gm/cfm of fine dust (tested per SAE J726) offering superior engine protection.

The air filter shall be located at the front of the apparatus and shall be at least 66" above the ground, to allow fording deep water in an emergency situation.

An ember separator shall be provided in the engine air intake meeting, the requirements of NFPA 1901.

An Air Restriction warning light shall be provided and located on the cab dash.

## **PRIMARY FUEL FILTER/WATER SEPARATOR**

A Cummins approved Fleetguard Fuel Pro FH230 fuel filter/water separator shall be remote mounted to the chassis frame rail.

## **SECONDARY FUEL FILTER**



A Cummins approved Fleetguard FF5776 fuel filter will be mounted on the driver's side of the engine.

### **FUEL PRIMER**

An electric fuel primer shall be provided for the apparatus engine. The primer shall be mounted on the engine with a bypass ball valve that can be opened for the priming function and closed during normal operation. The primer pump shall be activated with a 12-volt switch located next to the primer pump.

### **TRANSMISSION**

The chassis shall be equipped with a Generation 5 Allison EVS4000 six (6) speed automatic transmission. It shall be programmed five (5) speed, sixth gear locked out, for fire apparatus vocation, in concert with the specified engine.

The transmission is communicated on the J-1939 through the communication port. The fifth gear shall be an overdrive ratio, permitting the vehicle to reach its top speed at the engine's governed speed. The dipstick is dipped in a rubber coating for ease in checking oil level when hot.

The chassis to transmission wiring harness shall utilize Metri-Pack 280 connectors with triple lip silicone seals and clip-type positive seal connections to protect electrical connections from contamination without the use of coatings.

Ratings: Max Input (HP) 600  
Max Input (Torque) 1850 (lb ft)  
Max Turbine (Torque) 2600 (lb ft)

Mechanical Ratios: 1<sup>st</sup> - 3.51:1  
2<sup>nd</sup> - 1.91:1  
3<sup>rd</sup> - 1.43:1  
4<sup>th</sup> - 1.00:1  
5<sup>th</sup> - 0.74:1  
Reverse - -5.00:1

### **TRANSMISSION FLUID**

The transmission shall come filled with an Allison approved Synthetic Transmission Fluid that meets the Allison TES-295 specification.

## **ENGINE BRAKE**

The engine shall be equipped with a Jacobs compression engine brake. An "On/Off" switch and a control for "Low/High" shall be provided on the instrument panel within easy reach of the driver.

The engine brake shall interface with the Wabco ABS brake controller to prevent engine brake operations during adverse braking conditions.

A pump shift interlock circuit shall be provided to prevent the engine brake from activating during pumping operations.

The brake light shall activate when the engine brake is engaged.

## **TRANSMISSION COOLER**

The apparatus transmission shall be equipped with a Liquid-To-Liquid remote mounted cooler with aluminum internal components. The cooler shall be encased in an aluminum housing and mounted to the outside of the officer's side frame rail for accessibility and ease of service.

## **TRANSMISSION SHIFTER**

An Allison "Touch Pad" shift selector shall be mounted to the right of the driver on the engine cover accessible to the driver. The shift position indicator shall be indirectly lit for nighttime operation.

## **TRANSMISSION GEARING**

The transmission will be geared so that when the "D" button is depressed gears 1-5 will be available. The 6th forward gear will be locked out. The "MODE" button will be used to activate the PTO for the hydraulic generator.

## **COOLING SYSTEM**

The cooling system shall be designed to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the engine and transmission manufacturer's requirements, and EPA regulations.

The complete cooling system shall be mounted in a manner to isolate the system from vibration and stress. The individual cores shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress to the adjoining core(s).

The cooling system shall be comprised of a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, a charge air cooler, bolted to the top of the radiator to maximize cooling, recirculation shields, a shroud, a fan, and required tubing. All components shall consist of an individually sealed system.

### **RADIATOR**

The radiator shall be a cross-flow design constructed completely of aluminum with welded side tanks. The radiator shall be bolted to the bottom of the charge air cooler to allow a single depth core, thus allowing a more efficient and serviceable cooling system.

The radiator shall be equipped with a drain cock to drain the coolant for serviceability. The drain cock shall be located at the lowest point of the aluminum cooling system to maximize draining of the system.

### **CHARGE AIR COOLER**

The charge air cooler shall be of a cross-flow design and constructed completely of aluminum with extruded tanks. The charge air cooler shall be bolted to the top of the radiator to allow a single depth core.

### **COOLANT**

The cooling system shall be filled with a 50/50 mix. The coolant makeup shall contain ethylene glycol and de-ionized water to prevent the coolant from freezing to a temperature of -34 degrees F.

### **HOSES & CLAMPS**

Gates brand green stripe coolant hoses shall be provided for all engine coolant lines.

All radiator hose clamps shall be spring loaded stainless steel constant torque hose clamps for all main hose connections to prevent leaks. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

### **FAN**

The engine cooling system shall incorporate a heavy-duty composite 11- blade Z-series fan. It shall provide the highest cooling efficiently while producing the lowest amount of noise. This robust yet light-weight fan results in less wear and stress on motors and bearings.

A shroud and recirculation shield system shall be used to ensure air that has passed through the radiator is not drawn through again.

The fan tip to radiator core clearance shall be kept at a minimal distance to increase the efficiency of the fan and reduce fan blast noise.

### **FAN CLUTCH**

A fan clutch shall be provided that shall allow the cooling fan to operate only when needed. The fan shall remain continuously activated when the truck is placed in pump gear.

### **SURGE TANK**

The cooling system shall be equipped with an aluminum surge tank mounted to the officer's side of the cooling system core. The surge tank shall house a low coolant probe and sight glass to monitor the coolant level. Low coolant shall be alarmed with the check engine light. The surge tank shall be equipped with a dual seal cap that meets the engine manufacturer's pressure requirements, and system design requirements.

The tank shall allow for expansion and to remove entrained air from the system. There shall also be an extended fill neck to prevent system overflow and encroachment of expansion air space. Baffling shall be installed in the tank to prevent agitated coolant from being drawn into the engine cooling system.

### **ANTIFREEZE**

The radiator shall be filled with Long Life antifreeze.

### **FUEL TANK**

The chassis shall be equipped with a 65-gallon rear mounted, behind the rear axle, rectangular fuel tank that shall be constructed of steel. The fuel tank shall be certified to meet FMVSS 393.67 tests. It shall also maintain engine manufacturer's recommended expansion room of 5%.

There shall be two (2) tank baffles.

Dual pick-up and return ports shall be provided for diesel generators if required.

The fuel lines shall be nylon braid reinforced fuel hose with brass fittings. The lines shall be carefully routed along the inside of the frame rails. All fuel lines are covered in high temperature rated split plastic loom. Single suction and return fuel lines shall be provided.

The bottom of the fuel tank shall contain a 1/2" drain plug.

### **FUEL FILL**

The fuel tank shall be equipped with a 2-1/4" filler neck assembly with a 3/4" vent located on the driver's side of the truck. A fuel fill cap attached with a lanyard shall be provided.

### **FUEL COOLER**

Installed on the apparatus fuel system shall be an Air-To-Liquid aluminum fuel cooler. The fuel cooler shall be located in the lowest module of the cooling system.

### **DIESEL EXHAUST FLUID TANK**

The exhaust system shall include a molded cross linked polyethylene tank. The tank shall have a capacity of 5 usable gallons and shall be mounted on the left side of the chassis frame.

The DEF tank fill neck shall accept only a 19mm dispensing nozzle versus the standard 22mm diesel fuel dispensing nozzle to prevent cross contamination. The DEF tank cap shall be blue in color to further prevent cross contamination.

A placard shall accompany fill location noting DEF specifications.

The DEF fill access will be located inside the rear driver's side crew cab door, behind a hinged access door. This will allow for filling the DEF without needing to tilt the cab.

### **EXHAUST ADAPTER**

The exhaust shall terminate to accept a station mounted PlymoVent® exhaust system. The boot shall be the pneumatic adapter style.

### **ALTERNATOR**

A 420 ampere Prestolite/Leece Neville alternator with serpentine belt shall be provided. The alternator shall generate 260 amperes at idle.

### **LOW VOLTAGE ALARM**

A Floyd Bell TXB-V86-515-QF low voltage alarm, audible and visual, shall be provided.

### **BATTERIES**

The battery system shall be a single system consisting of four (4) negative ground, 12 volt Interstate Group 31 MHD batteries, cranking performance of 950 CCA each with total of 3800 amps, 185 minute reserve capacity with 25 ampere draw at 80 degrees Fahrenheit. Each battery shall have 114 plates. The batteries shall include a one-year warranty which shall be accepted nationwide.

The batteries shall be installed in a vented 304 stainless steel battery box with a removable aluminum cover to protect the batteries from road dirt and moisture. The battery cover shall be secured with four "T" handle rubber hold downs to provide easy access for maintenance and inspection. Stainless steel hardware will be used for installation. The batteries are to be placed on dri-deck and secured with a fiberglass hold down. The batteries shall be wired directly to starter motor and alternator.

The battery cables shall be 3/0 gauge. Battery cable terminals shall be soldering dipped, color-coded and labeled on heat shrink tubing with a color-coded rubber boot protecting the terminals from corrosion.

There shall be a 350-ampere fuse protecting the pump primer and a 250-ampere fuse protecting the electric cab tilt pump and other options as required.

### **BATTERY JUMPER TERMINAL**

There shall be one set (two studs) of battery jumper terminals located by the battery box under the cab. The terminals shall have plastic color-coded covers. Each terminal shall be tagged to indicate positive/negative.

### **120V SHORELINE INLET & AUTO EJECT**

The apparatus shall be equipped with a 120V shoreline inlet to provide power to the battery charger from an external source. The inlet shall include a Kussmaul 091-55-234-XXX Super 20 Auto Eject featuring a built in bar graph display on the cover. Also featuring a 12 volt solenoid which shall eject the shoreline cord away from vehicle path upon sensing engine start. After ejection, a weatherproof cover shall snap into position over inlet.

A 20 amp connector shall be provided and shipped loose for connecting the external shoreline cord to the inlet.

### **120-VOLT OUTLETS WIRED TO SHORELINE INLET**

Three (3) 120-volt outlets shall be provided and wired to the shoreline inlet.

- One (1) outlet shall be mounted in the EMS compartment.
- One (1) outlet shall be mounted inside a corner of the tool box behind the officer's position.
- One (1) inside the L1 body compartment.

Exact mounting locations shall be decided at the pre-construction conference.

All outlets shall be 5-15 household style duplex plugs.

### **BATTERY CHARGER**

A Kussmaul Auto Charge LPC 40 model #091-200-12-IND low profile 40 amp battery charger shall be provided and installed in the cab. The unit shall include an auxiliary 15 amp output circuit with power source selector for operating accessory loads. The charger shall be wired to the 120V shoreline inlet.

### **FRONT AXLE**

A Hendrickson STEERTEK NXT non-driving, front steer axle with a capacity of 23,000 pound shall be provided. The axle shall have a 3.74" drop and will have a fabricated boxed shaped cross section, a one piece knuckle, and serviceable king pin. Adjustable Ackerman settings shall be available, and determine based on wheelbase. The axle shall have 10 bolt hub piloted, and furnished with oil seals.

### **SUSPENSION (FRONT)**

The front suspension shall be a parabolic taper-leaf spring design, 56" long and 4" wide. Long life, maintenance free, threaded pin bushings in spring shackles shall be utilized. All spring and suspension mounting shall be attached directly to frame with high strength Huck bolts and self-locking round collars. Progressive rate bump stop and custom tuned passive hydraulic damper shall be supplied. NO EXCEPTIONS.

### **FRONT SUSPENSION LOCKING CYLINDERS**

Two (2) hydraulic suspension-locking cylinders shall be provided. The cylinders shall be mounted to the chassis frame rails directly above the front axle. The cylinders shall be manually operated from the outrigger control station.

### **FRONT SUSPENSION LOCKOUT PLATE**

The front suspension shall be provided with a lockout plate that limits the travel of the front suspension when the front suspension jack has been engaged.

### **STEER ASSIST**

The steer assist provides driver assistance when turning the vehicle left or right while traveling.

### **FRONT TIRES**

Front tires shall be Goodyear 425/65R22.5, load range L, G296 highway tread, single tubeless type with a GAWR of 23,000 pounds. The rating shall be achieved with the Fire Service Intermittent Service Rating. Wheels shall be disc type, hub piloted, 22.5 x 12.25 10 stud 11.25 bolt circle.

### **REAR AXLE**

The rear axle shall be a Meritor™ RT-48-160 Tandem drive axle with a capacity of 48,000 lbs. The axles shall be hub piloted, 10 studs, furnished with oil seals.

### **INTER-AXLE DIFFERENTIAL LOCK**

A locking inter-axle differential shall be provided between the two rear axles. An activation switch shall be provided on the driver's dash.

### **TOP SPEED**

The top speed shall be approximately 60 MPH.

### **SUSPENSION (REAR)**

#### **48,000 TANDEM AIR RIDE**

The rear suspension shall be a Raydan Manufacturing, Air Link™ model 952-40-899 air ride suspension. This suspension shall incorporate a quad air spring system. The air suspension bags shall have internal rubber stops giving the ability to operate without air if the need arises. Heavy-duty shock absorbers shall be provided, inboard mounted, to dampen load forces, reduce tire hops, and improve stopping. Torque rods shall be incorporated to restrict lateral movement of the differentials and to reduce bushing and tire wear. Dual height control valves shall be provided to maintain even, balanced loads. Suspension shall have a ground rating of 48,000 pounds.



## **REAR TIRES**

Rear tires shall be Goodyear 12R22.5, load range H, G622 Mud and Snow tread, dual tubeless type with a GAWR up to 52,000 pounds. Wheels shall be disc type, hub piloted, 22.5 x 8.25 10 stud with 11.25" bolt circle.

## **TIRE PRESSURE MONITOR**

A Quick Pressure mechanical tire pressure sensor/indicator shall be provided for each wheel. The pressure sensor shall indicate if the tire is properly inflated. Each indicator shall have a green & red display visible inside a sight glass on the sensor. Full green indicates that the pressure is correct. Partial green/red indicates that the tire is under inflated by as little as 10%. Full red indicates that the tire is under inflated by 25% or more. The indicators shall replace the standard valve stem caps. A total of ten (10) indicators shall be provided.

## **WHEELS**

The front and rear wheels shall be ALCOA® brand aluminum. DURA-BRIGHT® finish shall be provided on front and outside-rear wheels.

## **HUB COVERS**

Polished stainless steel hub covers shall be provided for the front and rear axle.

## **LUG NUT CAPS**

Chrome plated lug nut caps shall be provided for the front and rear wheels.

## **FRONT MUD FLAPS**

Hard rubber mud flaps shall be provided for front tires.

## **REAR MUD FLAPS**

Hard rubber mud flaps shall be provided for rear tires.

### **FULL WIDTH REAR MUD FLAP**

A full width mud flap shall be located under the body. It shall be located to reduce dirt, mud and debris from collecting on the back of the body. On the flap in white reflexite letters shall be "THE BIG STICK". Lettering to be as large and wide as possible so it is visible 100' behind the vehicle.

### **BRAKES, Front**

The front brakes shall be Arvin Meritor DiscPlus EX225 Air Disc Brakes. Each disc brake assembly shall include one (1) 17" vented rotor, one (1) lightweight hub, one (1) twin-piston caliper, and two (2) quick-change pads.

### **BRAKES, Rear**

The rear brakes shall be Meritor S-cam style. They shall be 16.5" x 8.625" with heavy duty return springs, and a double anchor pin design. They shall also have quick change shoes for fast easy brake relining.

### **AIR BRAKE SYSTEM**

The vehicle shall be equipped with air-operated brakes. The system shall meet or exceed the design and performance requirements of current FMVSS-121 and test requirements of current NFPA 1901 standards.

Each wheel shall have a separate brake chamber. A dual treadle valve shall split the braking power between the front and rear systems.

All main brake lines shall be color-coded nylon type protected in high temperature rated split plastic loom. The brake hoses from frame to axle shall have spring guards on both ends to prevent wear and crimping as they move with the suspension. All fittings for brake system plumbing shall be brass.

A Meritor Wabco System Saver 1200 air dryer shall be provided.

The air system shall be provided with a rapid build-up feature, designed to meet current NFPA 1901 requirements. The system shall be designed so the vehicle can be moved within 60 seconds of startup. The quick build up system shall provide sufficient air pressure so that the apparatus has no brake drag and is able to stop under the intended operating conditions following the 60-second buildup time. The vehicle shall not be required to have a separate on-board electrical air compressor or shoreline hookup to meet this requirement.

Six (6) supply tanks shall be provided. One air reservoir shall serve as a wet tank and a minimum of one tank shall be supplied for each the front and rear axles. A Schrader fill valve shall be mounted in the front of the driver's step well.

A spring actuated air release emergency/parking brake shall be provided on the rear axle. One (1) parking brake control shall be provided and located on the engine hood next to the transmission shifter within easy reach of the driver. The parking brake shall automatically apply at  $35 \pm 10$  PSI reservoir pressure. A Meritor WABCO IR-2 Inversion Relay Valve, supplied by both the Primary and Secondary air systems, shall be used to activate the parking brake and to provide parking brake modulation in the event of a primary air system failure.

Accessories plumbed from the air system shall go through a pressure protection valve and to a manifold so that if accessories fail they shall not interfere with the air brake system.

### **CENTRAL LOCATION FOR AIR TANK DRAINS**

The air brake system shall have all the air tank drain valves located in a customer specified location on the apparatus.

### **AIR INLET**

No station air system inlet/fill shall be provided.

### **AIR BRAKING ABS SYSTEM**

A Wabco ABS system shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to axles and all electrical connections shall be environmentally sealed from water and weather and be vibration resistant.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel transmit wheel speed data to an electronic processor, which shall sense approaching wheel lock and instantly modulate brake pressure up to 5 times per second to prevent wheel lock-up. Each wheel shall be individually controlled. To improve field performance, the system shall be equipped with a dual circuit design. The system circuits shall be configured in a diagonal pattern. Should a malfunction occur, that circuit shall revert to normal braking action. A warning light at the driver's instrument panel shall indicate malfunction to the operator.

The system shall consist of a sensor clip, sensor, electronic control unit and solenoid control valve. The sensor clip shall hold the sensor in close proximity to the tooth wheel. An inductive sensor consisting of a permanent magnet with a round pole pin and coil shall produce an alternating current with a frequency proportional to wheel speed. The unit shall be sealed, corrosion-resistant and protected from electro-

magnetic interference. The electronic control unit shall monitor the speed of each wheel sensor and a microcomputer shall evaluate wheel slip in milliseconds.

### **COMPRESSION FITTINGS ON AIR SYSTEM**

All air line fittings installed on the chassis shall be compression style fittings.

The following locations shall utilize push-on fittings:

- Pressure protection valve (accessory block)
- Double check valve (braking system, park brake)
- One way check valve (brake valve tank)
- Elbow Male Modified 1/4" tube x 1/4" MP (low air switch)
- Elbow Male 1/4" tube x 3/8"MP (brake pedal solenoid)
- Connector 1/4" x 3/8"MPT (brake pedal solenoid)
- Switch stoplight (Wabco sealed switch/brake light and service brake switch)
- Low pressure switch (PTC) (Wabco sealed switch/low air switch)

### **MISCELLANEOUS CHASSIS EQUIPMENT**

Fluid capacity plate affixed below driver's seat.

Chassis filter part number plate affixed below driver's seat.

Maximum rated tire speed plaque near driver.

Tire pressure label near each wheel location.

Cab occupancy capacity label affixed next to transmission shifter.

Do not wear helmet while riding plaque for each seating position.

NFPA compliant seat belt and standing warning plates provided.

### **ALUMINUM CAB**

The cab shall be a full tilt 6-person cab designed specifically for the fire service and manufactured by the chassis builder. Rear of the cab shall be slanted forward at the top rear for mid-ship aerial use. The outside of the rear cab wall shall be aluminum diamond plate.

Apparatus cabs that are not manufactured by the apparatus manufacturer shall not be acceptable.

### **CAB DESIGN**

The apparatus chassis shall be of an engine forward, fully enclosed tilt cab design. There shall be four (4) side entry doors.

The cab shall be of a fully open design with no divider wall or window separating the front and rear cab sections. The cab shall be designed in a manner that allows for the optimum forward facing vision for crew. Cab designs that utilize roof mounted air conditioning units, are not desired.

The cab shall be constructed of high strength 5052H32 aluminum plate welded to 6061-T6 extruded aluminum framing.

The cab roof shall utilize 5" x 5" honeycomb re-enforced 6061 T6 aluminum extrusion, with fully radiused outer corner rails with integral drip channel and 6061 T6 ¾" x 2" x 3/16" aluminum box tubing type cross brace supports. Structures that do not include an integral drip channel will not be accepted. The box tubing type cross brace supports shall be installed in a curved fashion beginning from the midline of the apparatus cab and curving toward the exterior corner rails. This curvature will allow for increased strength in the event of a roll over while not allowing for rainwater buildup on the apparatus cab roof.

The cab sides shall be constructed from 1 ½" x 3" x 3/16" 6061 T6 extruded door pillars and posts that provide a finished door opening, extruded and formed wheel well openings supports, formed aluminum wheel well liners and box tubing type support braces.

The cab floor and rear cab wall shall utilize 1 ¾" x 4" x 3/16" 6061 T6 extruded box tubing type framing and support bracing.

The framework shall be of a welded construction that fully unitizes the structural frame of the cab.

The structural extrusion framework shall be overlaid with interlocked aluminum alloy sheet metal panels to form the exterior skin of the cab. The cab sides shall be constructed of 3/16" thick 5052H32 aluminum plate that slides into an integral channel of the extrusion framework. The plate is then skip welded into that channel to allow for tolerable flex while the apparatus travels down the roadway. Cab designs that utilize 1/8" thick aluminum for the cab sides shall not be acceptable.

The structural extrusion framework shall support and distribute the forces and stresses imposed by the chassis and cab loads and shall not rely on the sheet metal skin for any structural integrity.

The cab face extrusion framework shall be overlaid with 1/8" thick 5052H32 aluminum plate to allow for an aesthetically pleasing radiused cab face.

### **CAB SUB-FRAME**

The cab shall be mounted to a 4" x 4" x 3/8" steel box tube sub-frame, and shall be isolated from the chassis, through the use of no less than six (6) elastomeric bushings. This substructure shall be completely independent of the apparatus cab. The sub frame shall be painted to match the primary chassis color.

The sub-frame shall be mounted to the chassis through the use of lubricated Kaiser Bushings for the front pivot point, and two (2) hydraulically activated cab latches, to secure the rear.

Cab mounting that does not include a sub-frame shall not be considered. NO EXCEPTIONS.

#### **CAB DIMENSIONS**

The cab shall be designed to satisfy the following minimum width and length dimensions:

Cab Width (excluding mirrors) 98"

Cab Length (from C/L of front axle)

To front of cab (excluding bumper) 68"

To rear of cab 62"

Total Cab Length (excluding bumper) 130"

#### **ROOF DESIGN**

The cab shall be of a flat roof design with side drip rails and shall satisfy the following minimum height dimensions:

Cab Dimensions Interior

Front 59"

Rear 55"

Cab Dimensions Exterior

Front 65"

Rear 65"

#### **FENDER CROWNS**

Polished stainless steel front axle fenderettes with full depth radiused wheel well liners shall be provided.

#### **CAB INSULATION**

The exterior walls, doors, and ceiling of the cab shall be insulated from the heat and cold, and to further reduce noise levels inside the cab. The cab interior sound levels shall not exceed 90 decibels at 45 mph in all cab seat positions. NO EXCEPTIONS

### **EXTERIOR GLASS**

The cab windshield shall be of a two piece curved design utilizing tinted, laminated, automotive approved safety glass. The window shall be held in place by an extruded rubber molding. The cab shall be finished painted prior to the window installation.

### **SUN VISORS**

The sun visors shall be made of dark smoke colored transparent polycarbonate. There shall be a visor located at both the driver and officer positions, recessed in a molded form for a flush finish.

### **CAB STRUCTURAL INTEGRITY**

The cab of the apparatus shall be designed and so attached to the vehicle as to eliminate, to the greatest possible extent, the risk of injury to the occupants in the event of an accident.

The apparatus cab shall be tested to specific load and impact tests with regard to the protection of occupants of a commercial vehicle.

A test shall be conducted to evaluate the frontal impact strength of the apparatus cab to conform to the test J2420 and the "United Nations Regulation 29, Annex 3, paragraph 4, (Test A). A second test shall be conducted to evaluate the roof strength of the apparatus cab to conform to the Society Of Automotive Engineers (SAE) SAE J2422/SAE J2420 and "United Nations Regulation 29, Annex 3, paragraph 5, (Test B) and SAE J2420. The evaluation shall consist of the requirements imposed by ECE Regulation 29, Paragraph 5.

The test shall be conducted by a certified independent third party testing institution.

A letter stating successful completion of the above test on the brand of cab being supplied shall be included in the bid. There shall be "no exception" to this requirement.

### **SEAT BELT TESTING**

The seat belt anchorage system shall be tested to meet FMVSS 207 Section 4.2a and FMVSS 210 section 4.2. Testing shall be conducted by an independent third party product evaluation company.

A copy of the certification letter shall be supplied with the bid documents.

### **CAB LOCKDOWN LATCHES**

Cab lockdown latches shall be provided to prevent the cab from being tilted in the down position. Once the cab tilt switch is engaged the cab latches will release to allow the cab to be tilted.

### **CAB TILT SYSTEM**

An electrically powered hydraulic cab tilt system shall be provided and shall lift the cab to an angle of 45 degrees, exposing the engine and accessories for fluid checks and service work. The system shall be interlocked to only operate when the parking brake is set.

The lift system shall be comprised of two (2) hydraulic lift cylinders, an electrically driven hydraulic pump, and a control switch. The hydraulic pump shall be located on the exterior of the frame rail on the driver's side of the chassis that can be easily accessible when the cab is tilted. A mechanical locking system consisting of an air operated actuator and a heavy radiused wall 3" x 3" aluminum extrusion will be provided to ensure the cab remains in the raised position in the event of a hydraulic failure. Additionally, each of the hydraulic lift cylinders shall incorporate a check valve, and velocity fuses that will activate should a sudden drop in pressure be detected. The cab tilt controls shall be interlocked to the parking brake to ensure the cab will not move, unless the parking brake is set. The cab tilt controls will consist of a momentary raise/lower switch and a two position cab safety lock switch.

The hydraulic lift cylinders will be connected to a steel cab sub-frame, and not directly to the cab. NO EXCEPTIONS.

The cab tilt control location will be on the officer's side pump panel.

### **MANUAL CAB LIFT**

There shall be a manually operated hydraulic pump for tilting the cab in case the main pump should fail. Access to the pump shall be located under the left corner of the front bumper.

### **CAB DOORS**

The cab doorframes shall be constructed from 6061 T6 aluminum extrusions fitted with a 5052 H32 aluminum sheet metal skin and shall be equipped with dual weather seals. The outside cab door window opening shall be framed by a black anodized aluminum trim, to provide a clean appearance. The cab doors shall be equipped with heavy-duty door latching hardware, which complies with FMVSS 206. The door latch mechanism shall utilize control cable linkage for positive operation. A rubber coated nylon web doorstop shall be provided.

The doors shall be lap type with a 10 gauge full-length stainless steel flange and 3/8" diameter hinge pin and shall be fully adjustable.



All openings in the cab shall be grommeted or equipped with rubber boots to seal the cab from extraneous noise and moisture.

The cab doors shall be designed to satisfy the following minimum opening and step area dimensions:

Door Opening:

Front 36.5" x 73"

Rear 36.5" x 73"

### **CAB STEPS**

The lower cab steps shall be no more than 22" from the ground. Grip strut material shall be installed on the stepping surface.

An intermediate step shall be provided, mid way between the lower cab step, and the cab floor. The intermediate step shall be slightly inset to provide for safer ingress and egress. Diamondplate material shall be installed on the stepping surface.

All steps shall be covered with material that meets or exceeds the NFPA requirements for stepping surfaces.

### **AUXILIARY CAB STEPS**

There shall be one additional step under each cab door to assist with entrance and exit of the cab. The steps shall be constructed of aluminum with a grip strut stepping surface.

### **STEP LIGHTS**

A white TecNiq E45 LED strip light shall illuminate each interior cab step. These lights shall illuminate whenever the battery switch is on and the cab door is opened.

### **POWER WINDOWS**

All four cab entry doors shall have power windows. Each door shall be individually operated and the driver's position shall have master control over all windows. All four windows shall roll down completely.

### **SIDE WINDOWS**

Fixed position side window shall be provided on each side of the cab between the forward cab area and the crew cab area. The windows shall be approximately 20.5" high x 16.50" wide to provide maximum visibility. The side windows shall be held in place by an extruded rubber molding with a chrome plated decorative locking bead.

### **WINDSHIELD WIPERS**

Two (2) black anodized finish two speed synchronized electric windshield wiper system. Dual motors with positive parking. System includes large dual arm wipers with built in washer system. One (1) master control works the wiper, washer and intermittent wipe features. Washer bottle is a remote fill with a 4 quart capacity. Washer fill is located just inside of officer cab door.

### **WINDSHIELD WASHER RESERVOIR**

A four quart capacity windshield washer reservoir shall be provided. The fill access shall be located in the forward officer's step well area.

### **MIRRORS**

Two (2) Lang Mekra 300 Series smooth chrome plated Aero style main and convex mirrors shall be installed on each side of the vehicle. The main mirror shall be 4-way remote adjustable with heat, 7" x 16" 2nd surface chromed flat glass. The convex shall be 6" x 8" 2nd surface chromed 400 mm radius glass. Each mirror housing assembly shall be constructed of lightweight textured chrome ABS with on truck glass and housing back cover replacement. In the event the mirror breaks the glass shall be replaceable in (3) minutes or less. The glass shall include a safety adhesive backing to keep broken glass in place. The mirror assembly shall be supported by a "C" loop bracket constructed of polished stainless steel tube utilizing two point mounting reducing vibration of mirror glass during normal vehicle operation. The lower section of the holder shall include a spring loaded single detent position 20 degrees forward with easy return to operating position without refocusing.

### **GRILLE**

The front of the cab shall be equipped with a polished stainless steel grille with sufficient area to allow proper airflow into the cooling system and engine compartment. Plastic chrome plated grilles shall not be acceptable.

### **UPPER GRILLE LOGO**

The upper grille shall have a laser cut flaming "S" logo in the upper portion of the grille. The cut out shall be illuminated by red LED lights.

### **LOWER GRILLE**

The front of the cab shall be equipped with a polished stainless steel lower grille with custom laser engraved design. The lower grille shall also be backlit with LEDs. The design shall allow proper airflow into the cooling system and engine compartment. Plastic chrome plated lower grille shall not be acceptable.

"LADDER 66" shall be laser engraved in the lower grill. The back lighting color shall be red.

### **PAINTED STEEL BUMPER**

There shall be a 12" high painted formed steel wrap-around (45 degree) bumper provided at the front of the apparatus. The bumper shall be mounted to a reinforcement plate constructed of 1/4" x 12" x 70" carbon steel. The frame rail extension shall be a reinforced four-sided boxed frame rail for superior safety protection. A gravel shield shall be provided, constructed of .188" aluminum diamond plate. The bumper extension shall be approximately 24".

### **BUMPER SIDES**

The sides of the bumper shall also be painted steel in lieu of diamond plate. Each side shall feature a recessed painted steel pocket for the marker light and any auxiliary lighting option selected. The pocket shall be a welded integral part of the bumper skin.

### **FRONT 45 DEGREE ANGLE POCKETS**

There shall be two pockets recessed in the 45 degree angles of the bumper for a warning light to be located.

### **STORAGE WELL COMPARTMENT**

There shall be a hose well compartment located in the center of the front bumper. The compartment shall run the full width of the bumper and measure approximately 75" wide x 16" long x 6" deep at the ends and 12" deep in the center. The compartment shall be constructed of .125" smooth aluminum plate.

- The compartment shall accommodate 200 feet of 1-3/4" double jacketed fire hose.

### **DIAMOND PLATE BUMPER LID**

There shall be a 1/8" diamond plate cover with latches provided for the front bumper trough. The cover shall have a 2" rise to accommodate the storage well requirements.

The storage well cover lid shall be provided with a cut-out to accommodate the front discharge. Location to be determined at the preconstruction conference.

### **BUMPER TROUGH LIGHTING**

A white TecNiq E44 LED strip light shall be installed on the underside of the front bumper trough lid, and shall illuminate the entire trough when the lid is opened.

### **PROTECTIVE BUMPER COATING**

A Raptor texture coating shall be provided along the top edge of the front steel bumper. The color of the coating shall be black.

### **AIR HORNS**

Two (2) Grover 2040 Stuttertone rectangular, chrome plated, air horns shall be provided.

### **AIR HORN BUMPER CUT-OUTS**

The air horns shall be installed behind perforations in the front bumper.

### **AIR HORNS WIRED TO STEERING WHEEL**

The air horns shall be wired through the steering wheel button. A selector switch shall be provided on the instrument panel to switch between functions.

### **LANYARD CONTROL FOR AIR HORNS**

The air horns shall be activated by a split "Y" lanyard in cab ceiling.

### **ELECTRONIC SIREN**

One (1) Whelen 295HFS2 electronic siren shall be installed at the cab instrument panel complete with noise canceling microphone. The remote control head shall be flush mounted in a location specified by the fire department.

### **SIREN SPEAKER**

One (1) Whelen SA314B 100 watt weatherproof aluminum siren speaker with black epoxy-coated finish shall be provided and wired to the electronic siren.

### **SPEAKER MOUNTING**

The electronic siren speaker(s) shall be installed behind the main cab grille.

### **FEDERAL Q2B SIREN**

There shall be a Federal Q2B-NN siren installed in the center of the cab grille. The siren shall be securely mounted and activated by means of a solenoid and shall include a brake.

### **FOOT SWITCH, DRIVER'S SIDE**

A foot switch for the mechanical siren shall be provided on the driver's side.

### **FOOT SWITCH, OFFICER'S SIDE**

A foot switch for the mechanical siren shall be provided on the officer's side.

### **SIREN BRAKE SWITCH**

A brake switch for the mechanical siren shall be provided in the lower command console for both the driver's and officer's position.

### **CAB EXTERIOR LIGHTING**

Exterior lighting and reflectors shall meet or exceed Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements.

## **HEADLIGHTS**

The front low and high beam headlights shall be FIRETECH model FT-4X6 LED, rectangular shaped, quad style installed in custom rectangular shaped stainless steel housings on the front of the cab. Each housing shall accommodate a forward-facing turn signal in the outboard location and a side-facing warning light.

An additional pair of rectangular shaped stainless steel housings shall be installed on the front of the cab above the headlight housings. Each housing shall accommodate two (2) forward-facing warning lights and a side-facing turn signal.

## **HEADLIGHT FINISH**

The interior components of the headlights shall have a chrome finish.

## **FRONT TURN SIGNALS**

There shall be four (4) Whelen 400 Series Model 40A00AAR LED rectangular amber turn signal lights mounted one (1) each side in the front of the headlight housings and one (1) mounted on the side of each warning light housing.

## **ICC/MARKER LIGHTS**

Five (5) Gorte 47183 ICC/marker lights shall be provided on top of the roof of the cab to meet D.O.T. requirements.

## **EXTERIOR CAB HANDRAILS**

There shall be four (4) 24" long, handrails provided and installed, one at each cab entrance. The handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange.

Sufficient space shall allow for a gloved hand to firmly grip the rail.

### **COAT HOOKS FOR GRAB HANDLES**

There shall be a coat hook installed on the lower portion of the two exterior cab handrails, on the driver's side, for hanging of coats, turnout gear, etc.

### **COAT HOOKS FOR GRAB HANDLES**

There shall be a coat hook installed on the lower portion of the two exterior cab handrails, on the officer's side, for hanging of coats, turnout gear, etc.

### **HANDRAILS, FRONT OF CAB**

There shall be a pair of knurled stainless steel handrails on the front face of the cab, below the windshields.

### **INTERIOR CAB HANDRAILS**

There shall be two (2) rubber coated grab handles provided and mounted on the interior of the cab, one each side, on the windshield post for ingress assistance. The handrail on the driver's side shall be approximately 11" long and the handrail on the officer's side shall be approximately 18" long.

### **CAB DOOR HANDRAILS**

There shall be two (2) 1.25" diameter knurled stainless steel handrails shall be provided and mounted, one on the inside of each rear crew door, just above the windowsill. The handrails shall be approximately 22" long.

### **CAB REAR WALL COVERING**

The rear outside wall of the cab shall be covered with 1/8" aluminum diamond plate.

### **DIAMOND PLATE, CAB ROOF**

The rear exterior section roof of the cab shall have a diamond plate overlay. The overlay shall be constructed of .125" aluminum embossed diamond plate and measure 56" x 91".

### **CAB INTERIOR**

The metal surfaces of the cab interior shall be coated and sealed with MultiSpec gray speckle, urethane modified, mar resistant paint. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear.

The front and rear headliners, as well as the rear cab wall, shall be finished in Gray-Black Durawear covered padded panels.

### **INTERIOR DOOR PANELS**

The interior of the cab entry doors shall have a 304 brushed stainless steel scuff plate, contoured to the door, from the door window sill down.

### **REFLECTIVE MATERIAL, CHEVRON STRIPING, INTERIOR CAB DOORS, ORAFOL REFLEXITE**

The apparatus shall have reflective Orafol Reflexite Chevron striping affixed to the inside of each cab door. The striping shall be plainly visible to oncoming traffic when the doors are in the open position.

"HARWICH" will be applied over the chevron strips in red reflexite material.

### **CAB FLOOR COVERING**

The cab interior floor shall be covered with a 5/16" thick, gray rubberized material to provide a rugged but cosmetically pleasing stepping surface throughout the cab. The floor covering shall provide superior durability and resistance against foreign objects as well as normal wear and tear.

### **ENGINE ENCLOSURE**

An integral, formed aluminum and composite engine enclosure shall be provided. The engine enclosure shall be contoured and blended in an aesthetically pleasing manner with the interior dash and flooring of the cab. The enclosure shall be kept as low as possible, to maximize space and increase crew comfort.

The enclosure shall be constructed from 5052 H2 aluminum plate and GRP composite materials, providing high strength, low weight, and superior heat and sound deadening qualities.



Additionally, the underside of the engine enclosure shall be coated in with a ceramic spray on insulation and sound control. This coating is an environmentally-friendly coating that is applied seamlessly and rapidly while providing superior thermal insulation and protection against vibration and noise, and will prevent future corrosion from forming by sealing the substrate. NO EXCEPTIONS

### **ENGINE ENCLOSURE COVERING**

The top of the engine enclosure shall be covered with Scorpion heavy duty, black polyurethane blended coating. The textured coating shall provide paramount durability and wear resistance against foreign objects and normal wear and tear as well as sound deadening and insulation. The rubberized cab floor covering shall extend up the lower exterior sides of the engine enclosure to aid in sound deadening and heat resistance.

### **CENTER CONSOLE**

There shall be a storage console installed on the engine enclosure between the driver and officer. The console shall be constructed from smooth aluminum and shall be coated with the same finish as the engine enclosure. The console shall measure approximately 23" long X 11.375" wide X 3.75" high. The console shall have a 13" long general storage area in the center that shall be divided into three (3) separate areas with two (2) fixed vertical dividers. A Velcro strap shall be installed front to rear over this area. Each outboard area of the console shall have one (1) stainless steel cup holder and one (1) approximately 5.5" long X 4.75" wide X 3.5" high open storage area.

### **ENGINE HOOD LIGHTS**

An LED work light shall be installed in the engine enclosure with an individual switch located on the base of the light.

### **WORK SURFACE**

There shall be a flat work surface in front of the officer's seat.

### **INCLINOMETERS**

A set of two (2) inclinometers to assist the driver in determining a proper position for setting up the aerial shall be provided and mounted in a position to be determined by the Fire Department at Final Inspection.

## CHASSIS WIRING

All chassis wiring shall have XL high temperature crosslink insulation. All wiring shall be color-coded, and the function and number stamped at 3" intervals on each wire. All wiring shall be covered with high temperature rated split loom for easy access to wires when trouble shooting. All electrical connectors and main connectors throughout the chassis shall be treated to prevent corrosion.

## MASTER ELECTRICAL PANEL

The main chassis breaker panel shall be wired through the master disconnect solenoid and controlled by the three-position ignition rocker switch. The breaker panel shall be located in front of the officer on the interior firewall and shall be protected by a removable aluminum cover. The cover shall have an aluminum notebook holder on the exterior face accessible to the officer. The cover shall be painted with a durable finish to match the interior of the cab and shall be secured with two (2) thumb screws.

The breaker panel shall include up to 22 ground switched relays with circuit breaker protection. An integrated electrical sub-panel shall be provided and interfaced to the body and chassis through an engineered wire harness system.

Twelve (12) 20-ampere relays and one (1) 70-ampere relay shall be provided for cab light bar and other electrical items. If the option for a mechanical siren has been selected two (2) additional relays shall be provided.

Up to two (2) additional relay boards with circuit breaker protection shall be provided for additional loads as required. Each board shall contain four (4) relays. The relay boards shall be configured to trip with input from switch of positive-negative or load manager by moving the connector on the board (no tools required).

All relay boards shall be equipped with a power-on indicator light (red), input indicator light (green) and power output indicator light (red).

Up to twenty-three (23) additional automatic reset circuit breakers for non-switched loads that are remotely switched (ie: heater fans, hood lights, etc.) shall be provided.

All relays and circuit breakers on the relay boards shall be pull-out/push-in replaceable.

All circuit breakers on the relay boards shall be 20 ampere automatic reset which can be doubled or tripled for 40 or 60-ampere capacity.

The system shall utilize Deutch DRC weather resistant connectors at the breaker panel, toe board and main dash connections.

All internal wire end terminals, including locking connectors, shall be mechanically affixed to the wire ends by matching terminal crimping presses to assure the highest quality terminations.

All internal splices shall be ultrasonically welded connections and all internal wiring shall be high temperature GXL type wire that is protected by wiring duct wherever possible.

All switches shall be ground controlled; no power going through any rocker switch.

Any switch controlling a relay in the breaker panel shall be capable of being set to function only when the parking brake is set. All relays shall be tagged with the function that the relay is controlling.

### **INSTRUMENT PANEL**

The main dash shroud, which covers the area directly in front of the driver from the doorpost to the engine hood, shall be constructed of vacuum formed ABS material with scorpion texture. The dash shall be a one-piece hinged panel that tilts outward for easy access to service the internal components. The gauge panel shall be constructed with a .125" aluminum panel, covered with a scratch resistant reverse printed and laminated poly carbonite.

The gauges shall be AMETEK Vehicular Instrumentation Systems (VIS), Next Generation Instrumentation System (NGI) with built-in self-diagnostics and red warning lights to alert the driver of any problems. All gauges and controls shall be backlit for night vision and identified for function. All main gauges and warning lights shall be visible to the driver through the steering wheel.

### **MASTER BATTERY & IGNITION SWITCH**

The vehicle shall be equipped with a keyless ignition, with a three (3)-position Master Battery rocker switch, "Off/ACC/On" and a two (2)-position Engine Start rocker switch, "Off/Start".

### **DIESEL PARTICULATE FILTER CONTROLS**

There shall be two (2) controls for the diesel particulate filter. One control shall be for regeneration and one control shall be to inhibit engine regeneration. These shall be located below the steering wheel in the kick panel.

### **INSTRUMENTATION & CONTROLS**

Instrumentation on dash panel in front of the driver:

Tachometer/hourmeter with high exhaust system regeneration temperature, and instrument malfunction indicators

Speedometer/odometer with built in turn signal, high beam, and re-settable trip odometer

Voltmeter

Diesel fuel gauge

DEF (Diesel Exhaust Fluid) gauge

Engine oil pressure

Transmission temperature

Engine temperature

Primary air pressure

Secondary air pressure

Indicators and warning lights in front of the driver:

Parking brake engaged

Low air with buzzer

Antilock brake warning

Check transmission

Transmission temperature

Upper power indicator

Seat belt

Engine temperature

Low oil indicator

Low voltage indicator

Air filter restriction light

Low coolant indicator

High idle indicator

Power on indicator

Check engine

Stop engine

Check engine MIL lamp

DPF indicator

High exhaust temperature

Wait to start

Other indicator and warning lights (if applicable):

Differential locked

PTO (s) engaged

Auto-slip response

Retarder engaged

Retarder temperature

ESC indicator

Jacks Out  
Jacks Down

Controls located on main dash panel in front of the driver:

- Master power disconnect with ignition switch
- Engine start switch
- Headlight switch
- Windshield wiper/washer switch
- Differential lock switch (if applicable)
- Dimmer switch for backlighting

Controls included in steering column:

- Horn button
- Turn signal switch
- Hi-beam low-beam switch
- 4-way flasher switch
- Tilt-telescopic steering wheel controls

### **CENTER CONTROL CONSOLE**

There shall be an ergonomically designed center control console. The console shall be constructed of 1/8" smooth aluminum and shall be mounted on the engine hood between the driver and officer. The console shall have a durable coating to match the color of the engine hood covering and shall feature surfaces on each side that are contoured to face the driver and the officer for easy viewing and accessibility. The switches and other customer specified electrical items shall be mounted in removable 1/8" smooth aluminum panels with a black wrinkle finish. The console shall have an aluminum lift-up lid with quick release latch. The lid shall be held in the open position with a gas strut to allow for easy access and serviceability.

Controls located in the console conveniently accessible to the driver:

- Transmission shifter
- Pump shift control with OK TO PUMP and PUMP ENGAGED lights
- Remote mirror control
- Illuminated rocker switches to control high idle, Jacob's brake, siren/horn, siren brake, master emergency, and other customer specified components
- 12V power point (if applicable)

Controls located in the console conveniently accessible to the driver and the officer (center):

- Parking brake control with a guard to prevent accidental engagement

Controls located in the console conveniently accessible to the officer:

Illuminated rocker switches to control customer specified components that are easily reachable to the officer and do not allow for compromise of the driver's view, and eliminate the need for foot switches  
Surface to recess siren head, radio head, or other desired items as space permits  
12V power point (if applicable)

Driving compartment warning labels shall include:

HEIGHT OF VEHICLE  
OCCUPANTS MUST BE SEATED AND BELTED WHEN APPARATUS IS IN MOTION  
DO NOT USE AUXILIARY BRAKING SYSTEMS ON WET OR SLIPPERY ROADS  
EXIT WARNINGS

Additional labels included:

COMPUTER CODE SWITCH  
ABS CODE SWITCH  
FLUID DATA TAG  
CHASSIS DATA TAG

### **OVERHEAD CONTROL CONSOLE**

An ergonomically designed overhead console shall be provided above the driver and officer, running the full width of the cab. The overhead console shall be constructed from 1/8" aluminum plate and shall be painted with a durable finish to match the inside of the cab. There shall be seven (7) removable 1/8" smooth aluminum plates with a black wrinkle finish to house switches and other electrical items.

Directly above the driver there shall be two (2) panels with no cutouts, unless otherwise specified by the customer.

There shall be a panel located to the right of the driver that shall be designated for defroster, heat, and air conditioning controls (if specified).

The center overhead panel shall be designated for up to seven (7) door ajar indicators. Upon releasing the apparatus parking brake, one or more of these lights shall automatically illuminate (flash) when any of the following conditions occur that may cause damage if the apparatus is moved: cab or compartment door is open; ladder or equipment rack is not stowed; stabilizer system deployed; any other device has not been properly stowed.

There shall be a panel to the left of the officer as well as two (2) directly above the officer. These panels shall have no cutouts, unless otherwise specified by the customer.

### **ENGINE WARNING SYSTEM**

An engine warning system shall be provided to monitor engine conditions such as low oil pressure, high engine temperature and low coolant level. Warning indication shall include a STOP ENGINE (red) light with audible buzzer activation and a CHECK ENGINE (amber) light

Note: (Some engine configurations may also include a fluid warning light.)

There shall be a master information light bar with 24 lights located across the center of the dash panel that covers up to 24 functions. These are defined under Indicators and Warning Lights above.

### **PUMP SHIFT MODULE**

A pump shift module with indicating lights shall be located within easy reach of the driver. A gear lockup shall be provided to hold the transmission in direct drive for pump operation.

### **DO NOT MOVE WARNING ALARM**

A "Do Not Move Apparatus" alarm with silence button shall be provided. The location of the button shall be determined at the preconstruction conference.

### **MAPBOOK SLOT**

A mapbook slot shall be installed on exterior of the breaker panel located on the officer's side of the cab.

### **PROGRAMMABLE LOAD MANAGER**

Load manager shall have the ability to sequence loads on and off. The Super Node II has twenty-four (24) inputs and twenty-four (24) outputs. Eighteen (18) are positive polarity outputs and six (6) are ground polarity outputs. It shall also be able to establish a 8 priority levels to shedding loads when the vehicle is stationary, starting at 12.8 volts lowest priority load to be shed, then respectively at 12.7, 12.5, 12.3, 12.1, 11.9, 11.5 and never shed volts DC. An output is shed (turned OFF) when the system voltage drops below the designated priority level's shed voltage for thirty (30) seconds. If the voltage has dropped below multiple priority level shed voltages then each higher priority level will shed before the lower priority levels. An output is unshed (turned back ON) when the system voltage rises above the designated priority level's unshed voltage for ten (10) seconds. If the voltage has risen above multiple priority level unshed voltages then each lower priority level will unshed before the upper priority levels.

#### **MASTER SWITCH**

All outputs can be tied or not tied to the stage switch. In fire apparatus this switch is typically referred to as the master switch. The state of the stage switch is controlled by Utility Module output memory space 3. When this output is active the stage switch is active. Any output tied to the stage switch will be OFF if the stage switch is not active regardless of the output's multiplex equation. Set an output's to be tied to the stage switch by checking the stage switch box in its "Output Port Load Settings" under the "Settings" tab. The name of the stage switch can be changed from the standard "stage" to anything desired by modifying the text in the "Output Port Load Settings" area.

## **AUTOMATIC HIGH IDLE ACTIVATION**

The Utility Module's high idle request (input memory space 2) is activated when the system voltage drops below the high idle threshold (12.8 volts standard or 25.6 volts if 24 volt load management is enabled) for 8 seconds or longer AND load management has been enabled (Utility Module output memory space 1 is active). The high idle request will remain active as long as the voltage remains below the voltage threshold and for 3 minutes after the system voltage rises above the voltage threshold. High idle can be canceled by activating the Utility Module's high idle cancel (output memory space 0).

## **HIGH IDLE**

The engine shall have a "high idle" switch on the dash that shall maintain an engine RPM of 1,000. The switch shall be installed at the cab instrument panel for activation/deactivation. The "high idle" mode shall become operational only when the parking brake is on and the truck transmission is in neutral.

## **AUXILIARY POWER POINTS**

Six (6) 12-volt 20-ampere auxiliary lighter socket type plug-ins, shall be provided in the cab.

- One (1) shall be located on the lower driver's side dashboard.
- One (1) shall be located on the lower officer's side dashboard.
- Two (2) shall be under the officer's seat.
- Two (2) shall be determined at the pre-construction conference.

## **USB POWER POINTS**

Four (4) 12-volt dual port USB power points shall be provided in the cab.

- One (1) shall be located on the lower driver's side dashboard.
- One (1) shall be location on the lower officer's side dashboard.
- Two (2) shall be located on the rear engine compartment/doghouse, one (1) each side.

## **CAB ACCESSORY FUSE PANEL**

A fuse panel shall be located underneath the rear facing seat on the officer's side. The fuse panel shall consist of six (6) battery hot and six (6) ignition switch circuits. Each circuit shall be capable of 10-ampere 12-volt power and total output of 50-amps. The fuse panel shall be capable of powering accessories such as hand held spotlights, radio chargers, hand lantern chargers and other miscellaneous 12-volt electrical components.

## **POWER & GROUND STUDS, LOWER COMMAND CONSOLE**



There shall be a set three of (3) threaded power studs provided in the cab's lower Command Console for future installation of two-way radios.

The studs shall be wired as follows:

- One (1) 12-volt 60-amp, direct to the battery
- One (1) 12-volt 30-amp controlled by the ignition switch
- One (1) 12-volt 125-amp ground

### **VEHICLE DATA RECORDER**

A FRC vehicle data recorder as required by the 2009 edition of NFPA 1901 shall be installed. Vehicle data shall be sampled at the rate of 1 second per 48 hours, and 1 minute per 100 engine hours.

Free software is available to allow the fire department to collect the data as needed.

### **LIGHTING CAB INTERIOR**

Interior lighting shall be provided inside the front of the cab for passenger safety. Two (2) ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens. One light shall be located over each the officer and driver's position. The lights shall also activate from the open door switch located in each cab doorjamb.

### **LIGHTING CREW CAB INTERIOR**

Interior lighting shall be provided inside the crew cab for passenger safety. Three (3) Whelen 6" round ceiling mounted combination red/clear LED dome lights with a push button on/off switch in the light lens shall be provided. The lights shall also activate from the open door switch located in each cab doorjamb.

### **OPEN DOOR WARNING LIGHTS**

One (1) Whelen 500 series TIR6 model 50\*03Z\*R LED light shall be installed in a chrome plated bezel inside each of the lower cab doors. The lights shall be wired to flash when the ignition is on and the cab door is open.

The color of the light shall be amber.

### **HEATER/DEFROSTER/AIR CONDITIONER**

There shall be a minimum 65,000 cool BTU and 65,000 heat BTU single unit, heater/air conditioner mounted over the engine cover. The unit shall be mounted in center of the cab on the engine hood/enclosure. Unit shall have a shutoff valve at the right side of the frame, next to the engine. Airflow of the heater/air conditioner shall be a minimum 1200 CFM. To achieve maximum cooling, a TM-21 Compressor (10 cu. in.) will be used.

The defroster/heater shall be a minimum of 35,000 BTU and shall be a separate unit mounted over the windshield. There shall be eight (8) louvers/diffusers to direct to windshield and door glass. Airflow of the defroster/heater shall be a minimum 350 CFM. The unit shall be painted Zolatone greystone to match the cab ceiling.

The condenser shall be roof mounted and have 65,000 BTU rating. The unit shall include three fan motors. Airflow of the condenser shall be a minimum 2250 CFM. (This roof-mounted condenser shall work at full rated capacity at an idle with no engine heat problems.)

### **HEATER/DEFROSTER/AIR CONDITIONING CONTROLS**

The heater/defroster/air conditioning shall be located in the overhead console in the center of the apparatus cab within reach of the driver and officer. The controls shall be illuminated for easy locating in dark conditions. The controls shall be located in such a way that the driver will not be forced to turn away from the road to make climate control adjustments. Control of all heater/defroster/air conditioning functions for the entire apparatus cab shall be achieved through these controls.

### **FLOORBOARD HEATING DUCT**

There shall be ductwork to the floor of the cab, facing forward to provide heat for the front of cab floor area.

### **DEFROSTER DIFFUSER**

A molded diffuser made of durable ABS plastic ductwork system shall be provided. It shall be form fitted and shall attach to the cab's overhead defroster unit to provide temperature controlled air to the windshields. Air flow of up to 280 cfm is balanced and directed across the entire windshield for optimum defrosting capability in all types of weather.

### **TOOL MOUNTING PLATE**

There shall be a 3/16" smooth aluminum plate installed on top of the heat/ air conditioning unit for use in mounting of equipment. The plate shall measure approximately 25" wide x 19.5" long and shall be spaced up 1". The mounting plate shall feature beveled edges on the front and rear for a finished appearance. The

plate shall be coated with the same finish as the heat/air conditioning unit and shall be secured with screws for easy replacement.

### **DRIVER'S SEAT**

A H.O. Bostrom Sierra high back ABTS seat with air suspension shall be provided for the driver. The seat shall be equipped with a red 3-point shoulder harness with lap belt. The seat shall have fore/aft adjustment and shall be upholstered with heavy duty Low Seam Durawear Plus material.

### **OFFICER'S SEAT**

An H.O. Bostrom Tanker 450 ABTS SCBA seat shall be provided for the officer. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

### **UNDER SEAT STORAGE COMPARTMENT**

There shall be an open storage area under the officer's seat, accessible from the front. The storage area shall be approximately 19.5" wide x 14.375" high x 21.75" deep. The lower rear portion of the compartment shall be tapered to accommodate the wheel well and wiring chase. The opening shall be approximately 15.5" wide x 10.5" high.

### **EMS CABINET, REAR FACING**

There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 21" wide x 22" deep x 39" high. The cabinet shall come complete with interior access. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of the rear facing crew seat behind the driver.

### **INTERIOR COMPARTMENT OPENING**

The compartment shall come complete with a single interior access opening, and 1" nylon black webbing with black plastic buckles to cover the opening.

### **ADJUSTABLE SHELVES**

There shall be three (3) adjustable shelves provided and installed in the compartment. The shelves shall be fabricated of .188 aluminum plate and have two 1.5" x 1.5" x .188" aluminum angles welded to the underside of the shelf for support.

#### **INTERIOR CAB TOOL CABINET, REAR FACING**

There shall be a cabinet constructed of .125 aluminum plate and painted to match the interior of the cab. The cabinet dimensions shall be approximately 21" wide x 18" deep x 39" high. The cabinet shall come complete with interior access. Strip lighting shall be provided in the cabinet. The location of the cabinet shall be in place of one of the rear facing crew seats behind the officer.

- The cabinet shall come with footman style strps and or Velcro style retaining straps to secure a set of Irons, Water Can Extinguisher and a 20 lbs. CO2 Extinguisher.

#### **CREW SEAT – DRIVER’S SIDE, FORWARD FACING**

One (1) H.O. Bostrom Tanker 400CT ABTS SCBA flip-up base seat shall be installed in the driver’s side forward-facing position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

#### **CREW SEAT – OFFICER’S SIDE, FORWARD FACING**

One (1) H.O. Bostrom Tanker 400CT ABTS SCBA flip-up base seat shall be installed in the officer’s side forward-facing position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

#### **CREW SEAT – CENTER, FORWARD FACING**

One (1) H.O. Bostrom Tanker 400CT ABTS SCBA flip-up base seat shall be installed in the center forward-facing position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Low Seam Durawear Plus material.

#### **HELMET STORAGE**

The helmets for all the above seats shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

- The designated helmet storage location shall be the EMS compartment. A label shall be placed on the compartment that reads "DESIGNATED HELMET STORAGE AREA".

### **CREW SEAT – DRIVER’S SIDE, FORWARD FACING, CENTER**

One (1) H.O. Bostrom Tanker 400CT ABTS SCBA flip-up base seat shall be installed in the center forward-facing inboard position. The seat back shall have a SCBA cavity and auto-pivot-and-return padded headrest. The seat shall be equipped with a red 3-point shoulder harness with lap belt and an automatic retractor built into the seat assembly. The seat shall be upholstered with heavy duty Durawear material.

### **HELMET STORAGE**

The helmet for the above seat shall be stored in a compartment. A placard shall be provided visible to the riding position warning that injury may occur if helmets are worn while seated.

### **SEAT UPHOLSTERY COLOR**

The cab seat upholstery shall be red in color.

### **SCBA BRACKETS**

Each SCBA seat in the cab shall feature an H.O. Bostrom SecureAll self contained breathing apparatus (SCBA) locking system. The seat back shall include a bracket which shall be capable of storing most U.S. and international SCBA brands and sizes while in transit or for storage. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters; adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the tank in-place for a safe and comfortable fit in seat cavity. Fire fighters shall simply push the SCBA unit against the pivot arm to engage the patented auto-locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The locking system shall include a release handle integrated into the seat cushion for quick and easy release and to eliminate the need for straps or pull cords which might interfere with other SCBA equipment.

### **SEAT BELT WARNING SYSTEM**

An FRC SBA 310 seat belt warning system shall be provided, and shall monitor each seating position. Each seat shall be supplied with a sensor that, in conjunction with the display module located on the dash, shall

determine when the seat belt was fastened and if the seat is occupied. An icon shall represent that the seat is properly occupied. An audible and visual alarm shall be activated if the seat is occupied and/or the belt is not fastened in the proper sequence.

### **CREW SEAT COMPARTMENT**

A compartment shall be provided under the forward facing crew seats on the back wall of the cab. The compartment shall be full through, with an access door on each side and front, accessible from the interior of the crew cab. Compartment dimensions are 78"L x 14.2"H x 19"W.

### **ANTENNA MOUNTING**

Three (3) customer supplied radio antennas shall be installed in the cab roof with the coax cable run to the radio mounting area. The radio location shall be determined at the pre-construction meeting.

### **ELECTRICAL PROVISION**

Wiring shall be provided in the cab for the future installation of electrical chargers. The location shall be determined during the pre-construction conference.

### **REAR VISION CAMERA SYSTEM, SINGLE CAMERA**

A Fire Research inView™ TrueSight™ model BCA111-A00 kit shall include: (1) one 130° camera with 18 infrared illuminators and (1) one 7" digital monitor.

The 130° Camera shall include the following features: 1/3" SONY® Color CCD Sensor, 250,000 pixels for Picture Elements and Gamma Correction with R=0.45 to 1.0. Camera shall have Mirror Image capability. (1) One 66 ft. Extension Cable shall be included for the camera. (1) One Screw Kit shall be provided for camera installation. The camera shall have a built-in high gain microphone. The Image Sensor shall provide 600 TV Lines PAL: 500(H) \*582(V), NTSC: 510(H) \*492(V). The 2.1MM Lens shall have a 130° Viewing Angle. The Waterproof rating shall be IP69K. The 130° Camera shall include an Internal Synchronization Sync System. Infrared Distance shall be 50 Ft. (18 Infrared IR). The Usable Illumination shall be 0 Lux (with IR ON). The Power Source shall be DC 12V (+/-10%). Signal-to-Noise ratio (S/N Ratio) shall be rated for higher than 48DB. The Electronic Iris rating shall be 1/50, 1/60-1/100,000 seconds. Video Output rating shall be 1VP.P 75 Ω. The IR Switch Control shall have a CDS Automatic Control. Vibration and Impact Rating shall be 20G/100G.

### **FIRE PUMP HALE QMAX-2000**

Fire pump shall be midship mounted. The fire pump shall be of the double suction single stage centrifugal type, carefully designed in accordance with good modern practice.

The pump shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI.

The pump body shall be horizontally split, on a single plane, casing type with removable lower casing for easy removal of the entire impeller assembly including wear rings and bearings from beneath the pump without disturbing piping or the mounting of the pump in the chassis.

All moving parts in contact with water shall be of high quality bronze or stainless steel. Easily replaceable bronze labyrinth wear rings shall be provided. Discharge passage shall be designed to accomplish uniform pressure readings as the actual pump pressure. The rated capacity of the fire pump shall be 2000 gallons per minute in accordance with NFPA# 1901.

The pump shaft shall be rigidly supported by three bearings for a minimum deflection. One high lead bronze sleeve bearing to be located immediately adjacent to the impeller (on side opposite the drive unit). The sleeve bearing shall be lubricated by a force fed, automatic lubrication system, pressure balanced to exclude foreign material. The remaining bearings shall be heavy duty type, deep groove ball bearings in the gear box and they shall be splash lubricated.

### **PUMP TRANSFER CASE – G SERIES**

The drive unit shall be designed of ample capacity for lubricating reserve and to maintain the proper operating temperature. Pump drive unit shall be of sufficient size to withstand up to 16,000 lbs. ft. torque of the engine in both road and pump operating conditions.

The gearbox drive shafts shall be heat treated chrome nickel steel input and output shafts shall be at least 2-3/4" in diameter, on both the input and output shafts. They shall withstand the full torque of the engine in both road and pump operating conditions.

The engagement of the pump transmission shall be of such design so as to permit transfer of power from road to pump operation only after vehicle is completely stopped. The pump shift shall be air actuated from the cab and have both a green "Pump Engaged" light, and a green "O.K.-To-Pump" light. A third green light shall be provided on the pump operator's panel for "Throttle Ready".

The pump drive unit shall be cast and completely manufactured and tested at the pump manufacturer's factory.

### **PUMP SEAL**

The pump shaft shall have only one packing gland located on the inlet side of the pump. It shall be of split design for ease of repacking. The packing gland must be a full circle threaded design to exert uniform

pressure on the packing to prevent "cocking" and uneven packing load when it is tightened. It shall be easily adjustable by hand with a rod or screwdriver and requiring no special tools or wrenches. The packing rings shall be of a unique combination of braided graphite filament and braided synthetic packing and have sacrificial zinc foil separators to protect the pump shaft from galvanic corrosion.

### **PUMP ANODE**

A Hale pump anode kit assembly # 529-0050-00-0 shall be provided and installed in the pump body. A minimum of two (2) anodes shall be installed one (1) in the suction side and one (1) in the discharge side of the pump.

### **PUMP TEST & CERTIFICATION**

The pump shall be tested and certified by Mistras Group, Inc., a third party independent testing agency, in accordance with NFPA 1901. A 3 hour pumping test from draft shall be conducted consisting of 2 hours of continuous pumping at 100% of rated capacity at 150PSI net pump pressure, followed by ½ hour of continuous pumping at 70% of rated capacity at 200PSI net pump pressure, and ½ hour of continuous pumping at 50% of rated capacity at 250PSI net pump pressure). The testing shall also include a pressure control system test, priming system test, vacuum test, a gauge/flowmeter test, and a pumping engine overload test. If the apparatus is equipped with a water tank, the water tank-to-pump test shall also be included.

### **AUXILIARY COOLER**

An auxiliary cooler shall be furnished to provide additional cooling to the engine under extreme pumping conditions. Water from the pump is to be piped to the coils of the heat exchanger allowing the engine fluid to be cooled as required.

### **PUMP CONNECTIONS**

All suction and discharge lines (except pump manifolds) 1" and larger shall be heavy-duty stainless steel pipe. Where vibration or chassis flexing may damage or loosen piping or where a coupling is necessary for servicing, a flexible connection shall be furnished. All lines shall be drained by a master drain valve or a separate drain provided at the connection. All individual drain lines for discharges shall be extended with a 90 degree fitting in order to drain below the chassis frame. All water carrying gauge lines shall utilize nylon tubing.



### **TANK TO PUMP**

The booster tank shall be connected to the intake side of the pump with a check valve. The 3" tank to pump line shall run from a bottom sump into the 3" valve. To prevent damage due to chassis flexing or vibration, a short 3" flexible rubber hose coupling shall be used to connect the tank to the intake valve.

### **VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

### **VALVE ACTUATOR**

The valve shall be controlled by an Innovative Controls push/pull handle located at the operator's panel.

### **TANK FILL**

A 1.5" tank fill shall be provided, using a quarter turn full flow ball valve controlled from the pump operator's panel.

### **VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

### **VALVE ACTUATOR**

The valve shall be controlled by an Innovative Controls push/pull handle located at the operator's panel.

### **PRESSURE GOVERNOR**

Apparatus shall be equipped with a Class1 Pressure Governor that is connected to the Electronic Control Module (ECM) mounted on the engine. The Governor will operate as a pressure sensor (regulating) governor (PSG) utilizing the engine's data for optimal resolution and response.

Programmable presets for RPM and Pressure settings shall be easily configurable using the menu structure. Engine RPM, system voltage, engine oil pressure and engine temperature with audible alarm output for all shall be provided.

### **INTAKE RELIEF**

There shall be a Task Force Tips A1831 intake relief valve installed on the intake side of the pump. The surplus water shall be discharged away from the pump operator and terminate with Male NPT pipe thread. System is field adjustable.

### **6" PUMP INLET**

A 6" diameter suction port with 6" NST male threads shall be provided, on the left side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.

### **INTAKE VALVE**

A Hale Master Intake valve shall be installed on the above specified intake. It shall be electrically actuated from the pump panel and include a manual override hand wheel on the pump panel. The valve shall include a pressure relief valve to guard against incoming pressure surges.

### **INLET ADAPTER**

One (1) Kochek model #SKE5T6R-h32. 6" NST female rocker lug swivel x 5" Storz 30-degree adapter with model #CC507-008, 5" Storz cap and chain shall be provided for the above inlet. The adapter and cap shall be hardcoated for long lifew and black in color.

### **2.5" LEFT SIDE INLET**

A 2.5" gated inlet valve shall be provided on the left side pump panel. The valve shall be supplied with chrome plate female swivel, plug, chain, and removable strainer. The valve shall attach directly to the suction side of the pump with the valve body behind the pump panel.

**VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

**VALVE ACTUATOR**

The valve shall be controlled by a electric actuator located at the operator's panel.

**THREAD TERMINATION**

The above shall terminate with National Standard Threads.

**6" PUMP INLET**

A 6" diameter suction port with 6" NST male threads shall be provided, on the right side of vehicle. The inlet shall extend through the side pump panels and come complete with removable strainer and long handle chrome-plated cap.

**DISCHARGE #1 - LEFT**

The discharge in position #1 on the left side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the left side of the apparatus.

## **VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

## **VALVE ACTUATOR**

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

## **2.5" PRESSURE GAUGE**

An Innovative Controls liquid filled individual line pressure gauge shall be provided. The gauge shall be 2.5" in diameter with white faces and black lettering. The gauge shall have a pressure range of 0-400 psi.

## **DISCHARGE TERMINATION**

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

## **THREAD TERMINATION**

The above shall terminate with National Standard Threads.

## **DISCHARGE ADAPTER**

One (1) 2.5" NST female x 1.5" NST male chrome plated adapter with 1.5" NST chrome plated cap and chain shall be provided for the above discharge.

## **DISCHARGE #2 - LEFT**

The discharge in position #2 on the left side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the left side of the apparatus.

### **VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

### **VALVE ACTUATOR**

The valve shall be controlled by a swing type handle located at the operator's panel. The handle shall have a full 90 degree movement.

### **2.5" PRESSURE GAUGE**

An Innovative Controls liquid filled individual line pressure gauge shall be provided. The gauge shall be 2.5" in diameter with white faces and black lettering. The gauge shall have a pressure range of 0-400 psi.

### **DISCHARGE TERMINATION**

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

### **THREAD TERMINATION**

The above shall terminate with National Standard Threads.

### **DISCHARGE ADAPTER**

One (1) 2.5" NST female x 1.5" NST male chrome plated adapter with 1.5" NST chrome plated cap and chain shall be provided for the above discharge.

### **DISCHARGE #3 - RIGHT**

The discharge in position #3 on the right side of the apparatus shall include the following features.

A 3" discharge shall be provided on the right side of the apparatus.

### **VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

### **VALVE ACTUATOR**

The valve shall be controlled by an Elkhart handwheel control with position indicator located at the operator's panel.

### **2.5" PRESSURE GAUGE**

An Innovative Controls liquid filled individual line pressure gauge shall be provided. The gauge shall be 2.5" in diameter with white faces and black lettering. The gauge shall have a pressure range of 0-400 psi.

### **DISCHARGE TERMINATION**

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

### **THREAD TERMINATION**

The above shall terminate with National Standard Threads.

#### **DISCHARGE #4 - RIGHT**

The discharge in position #4 on the right side of the apparatus shall include the following features.

A 2.5" discharge shall be provided on the right side of the apparatus.

#### **VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

#### **VALVE ACTUATOR**

The valve shall be controlled by an Elkhart handwheel control with position indicator located at the operator's panel.

#### **2.5" PRESSURE GAUGE**

An Innovative Controls liquid filled individual line pressure gauge shall be provided. The gauge shall be 2.5" in diameter with white faces and black lettering. The gauge shall have a pressure range of 0-400 psi.

#### **DISCHARGE TERMINATION**

The discharge valve shall be equipped with a 30° elbow termination that is capped and chained.

#### **THREAD TERMINATION**

The above shall terminate with National Standard Threads.

### **DISCHARGE ADAPTER**

One (1) 2.5" NST female x 1.5" NST male chrome plated adapter with 1.5" NST chrome plated cap and chain shall be provided for the above discharge.

### **FRONT BUMPER DISCHARGE**

A 1.5" discharge with 2" plumbing shall be provided at the front bumper. The valve shall be remote controlled at the pump panel.

### **VALVE**

The valve shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valve shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valve shall have two seats to hold pressure or vacuum in either direction. The valve shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

### **VALVE ACTUATOR**

The valve shall be controlled by an Elkhart handwheel control with position indicator located at the operator's panel.

### **2.5" PRESSURE GAUGE**

An Innovative Controls liquid filled individual line pressure gauge shall be provided. The gauge shall be 2.5" in diameter with white faces and black lettering. The gauge shall have a pressure range of 0-400 psi.

### **THREAD TERMINATION**

The above shall terminate with National Standard Threads.

### **CROSSLAYS**



Two (2) crosslay hose beds shall be supplied. The piping and valves shall be 2", the swivel shall be 1.5". The valves shall be the "drop-out" style, handwheel controlled from the pump panel. Each compartment shall hold 200 ft. of 1.75" double jacket hose. Both beds shall be of the same dimension.

One (1) 2-1/2" crosslay hose bed shall be supplied. The piping and valves shall be 2-1/2". The bed shall accommodate 200' of 2-1/2" double jacket hose. The valve shall be handwheel controlled from the pump panel.

### **VALVES**

The valves shall be an Elkhart, full flow trunnion mounted ball valve with two flanges and constructed with two self-adjusting seat/flange seals. The seats and ball shall be of Norkalon material. The valves shall have no more than three O-rings and no O-rings between the body and adapter flanges. The valves shall have two seats to hold pressure or vacuum in either direction. The valves shall be capable of swinging out of line without removing all flange bolts for easy replacement of ball and seats.

### **CROSSLAY VALVE ACTUATOR**

The valves shall be controlled by an Elkhart handwheel control with position indicator located at the operator's panel.

### **CROSSLAY 2.5" PRESSURE GAUGES**

An Innovative Controls liquid filled individual line pressure gauge shall be provided for each crosslay discharge. The gauge shall be 2.5" in diameter with white faces and black lettering. The gauge shall have a pressure range of 0-400 psi.

### **THREAD TERMINATION**

The above shall terminate with National Standard Threads.

### **CROSSLAY COVER**

A black webbing crosslay cover shall be provided to enclose the top and sides of the crosslays, capable of being secured at the top and sides.

### **MASTER PUMP DRAIN**

A multiport master drain valve shall be provided and plumbed to multiple locations on the main pump body. The valve assembly shall be clearly marked as the Master Drain.

### **DRAIN VALVES LIFT UP STYLE**

Vertical lift up style, quarter turn style drain valves shall be provided for each suction inlet, or discharge outlet as specified. Each drain shall be clearly marked and color coded to match the corresponding suction or discharge.

### **WATERWAY VALVE AND ACTUATOR**

The waterway valve shall be an Elkhart 3" electric valve. The valve shall be controlled by an Elkhart APEX-300 3 electric actuator located at the operator's panel. The actuator shall be connected to both a flow sensor and a pressure sensor. The actuator shall display pressure, flow, and valve position.

### **WATERWAY DRAIN VALVE**

An Elkhart 1.5" waterway drain valve shall be provided and controlled with a push/pull handle.

### **PUMP AND GAUGE PANELS**

Pump panels on both sides shall be easily removable. The gauge and control panels shall be two separate panels for ease of maintenance. There shall be one (1) removable access door as large as possible on the right side pump panel. This door shall have 1/4 turn latching mechanisms for easy removal.

The pump controls and gauges shall be located at the left side of the apparatus and properly marked. The control panel shall be laid out in a user-friendly manner.

All valve controls shall have the corresponding discharge gauge located immediately adjacent to control handle to allow operator to view the discharge pressure without searching the panel.

### **PANEL FINISH**

The panels shall be constructed of brushed stainless steel for maximum protection against abrasion caused during normal use.

### **ESCUTCHEON PLATES**

The pump panel shall be equipped with color-coded removable escutcheon plates around the suction and discharge valves.

**COLOR CODING**

Each discharge valve control, outlet, and corresponding line gauge shall be color-coded. The color-coding shall be (as applicable):

- #1 Discharge - Yellow
- #2 Discharge – White
- #3 Discharge – Navy Blue
- #4 Discharge - Black
- #5 Discharge - Green
- #1 Pre-Connect - Orange
- #2 Pre-Connect - Red
- #3 Pre-Connect - Brown
- #4 Pre-Connect - Magenta
- Front Bumper Line - Turquoise
- Large Diameter Discharge – Yellow with White Border
- Left Hose Bed Pre-Connect - Tan
- Right Hose Bed Pre-Connect - Lavender
- Left Rear Discharge - Olive
- Right Rear Discharge – Light Blue
- Deck Gun – Silver
- Inlets – Burgundy
- Tank Fill - Lime Green
- Tank to Pump – Burgundy

**PUMP MODULE FRAMEWORK**

The pump module framework shall not be painted.

**PUMP FINISH**

The fire pump shall not be painted. The pump shall remain in its natural finish.

**PLUMBING FINISH**

The plumbing shall not be painted. All fittings, pipe, and valves shall remain in their natural finish.

### **PUMP PANEL LIGHTING, LED**

The driver's side pump panel controls and gauges shall be illuminated by a minimum of two (2) Whelen Strip-Lite Super LED lights, controlled at the pump panel.

### **PUMP PANEL LIGHTING, LED**

The officer's side pump panel shall be illuminated by a minimum of two (2) Whelen Strip-Lite Super LED lights, controlled at the pump panel.

### **PUMP PANEL GAUGES AND CONTROLS**

The following gauges and controls shall be provided at the pump panel:

- Two (2) certified laboratory test gauge outlets.
- Pump primer control.
- Master drain control and additional drains as needed.
- Tank-fill and pump cooler valve controls.
- Tank to pump valve control.
- Pump capacity rating plate.
- All discharge controls.
- Two (2) master pump gauges.
- Gauges on all 1-1/2" and larger discharge lines.

### **PRIMING SYSTEM**

The priming pump shall be a Trident Emergency Products compressed air powered, high efficiency, multi-stage, venturi based AirPrime System. All wetted metallic parts of the priming system are to be of brass and stainless steel construction. The priming system shall have a five year warranty.

#### **(1) PRIMER BUTTON - MAIN SUCTION**

A single panel mounted control will activate the priming pump and open the priming valve to the pump.

### **COMPRESSION FITTINGS ON AIR SYSTEM**

Compression style fittings shall be provided on air lines within the pump module.

### **THERMAL RELIEF VALVE**

There shall be a Hale TRV-L Thermal Relief Valve supplied. The valve shall automatically dump a controlled amount of water to atmosphere when the pump water exceeds 120 degrees Fahrenheit. The valve shall re-set automatically. A light shall be provided at the pump panel, which will illuminate when the pump reaches 120 degrees Fahrenheit to warn the operator that the pump is automatically dumping.

### **AIR HORN BUTTON**

A push button switch shall be provided on pump operators panel to activate the air horns.

### **4.5" MASTER GAUGES**

Two (2) 4-1/2" Class 1 master gauges shall be provided. Each gauge shall be fully filled with pulse and vibration dampening Interlube to lubricate the internal mechanisms to prevent lens condensation and to ensure proper operation to minus 40-degrees Fahrenheit. The cases shall be temperature compensated with an internal breathing diaphragm to permit fully filled cases and to allow a rigid lens with a distortion free viewing area. To prevent internal freezing, and to keep contaminants from entering the gauge, the stem and Bourdon tube shall be filled with low temperature oil and be sealed from the water system using an isolating diaphragm located in the stem. A bright metal bezel shall be supplied for resistance to corrosion and to protect the lens and case from damage. The gauges shall be mounted next to each other adjacent to crosslay area at the right upper section of the pump operator's panel. The intake gauge shall be to the left of the discharge gauge.

### **WATER TANK LEVEL GAUGE**

Fire Research TankVision® model WL2000 water tank volume indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, and sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof and manufactured of aluminum.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 25%, down chasing LEDs when the tank is almost empty.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted on the outside of the water tank near the bottom; no probe shall be place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

The gauge shall be located on the pump operator's panel.

## **WATER TANK VOLUME REMOTE INDICATORS**

Two (2) Fire Research MaxVision model WLA280-A00 tank remote indicators shall be installed. The indicators shall show the volume of water in the tank on ninety-six (96) easy to see super bright tri-color LEDs. The indicator case shall be waterproof, manufactured of Polycarbonate material with an integrated lens.

The remote indicators shall receive input information over a datalink from the Fire Research TankVision primary indicator. The remote indicators shall indicate the level as a single color in red for 25% or less, amber color for up to 50% volume, blue color for up to 75% volume and green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times.

The locations of the remote indicators shall be determined by the fire department.

## **WATER TANK**

The tank shall be constructed of PT3™ polypropylene material by United Plastic Fabricating (UPF). This material shall be a non-corrosive stress relieved thermoplastic and UV stabilized for maximum protection. Tank shell thickness may vary depending on the application and may range from ½ to 1" as required. Internal baffles are generally 3/8" in thickness.

The tank shall be of a specific configuration and shall be designed to be completely independent of the body and compartments. Joints and seams shall be fused using nitrogen gas as required and tested for maximum strength and integrity. The tank construction shall include PolyProSeal™ technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise. The top of the booster tank shall be fitted with removable lifting assembly designed to facilitate tank removal. The transverse and longitudinal swash partitions shall be manufactured of a minimum of 3/8" PT3™ polypropylene. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions shall interlock with one another and completely fused to each other as well as to the walls of the tank. All partitions and spacing shall comply with NFPA 1901. The walls shall be welded to the floor of the tank providing maximum strength as part of the tank's unique Full Floor Design™.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" PT3™ polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The fill tower shall be blue in color indicating that it is a water-only fill tower. The tower shall have a 1/4" thick removable polypropylene screen and a PT3™ polypropylene hinged cover. The capacity of the tank shall be engraved on the top of the fill tower lid. Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with a minimum I.D. of 4" that is designed

to run through the tank, and shall be piped to discharge water behind the rear wheels as required in NFPA 1901 so as to not interfere with rear tire traction.

The tank cover shall be constructed of 1/2" thick PT3™ polypropylene and UV stabilized, to incorporate a multi-piece locking design, which allows for individual removal and inspection if necessary. The tank cover(s) shall be flush or recessed 3/8" from the top of the tank and shall be fused to the tank walls and longitudinal partitions for maximum integrity. Each one of the covers shall have hold downs consisting of 2" minimum polypropylene dowels spaced a maximum of 40" apart. These dowels shall extend through the covers and will assist in keeping the covers rigid under fast filling conditions. A minimum of two lifting dowels shall accommodate the necessary lifting hardware.

There shall be one (1) sump constructed of a minimum of 1/2" PT3™ polypropylene and be located in the left front quarter of the tank, unless specified otherwise. On all tanks that require a front suction, a 3" schedule 40 polypropylene pipe shall be installed that will incorporate a dip tube from the front of the tank to the sump location. The sump shall have a minimum 3" N.P.T. threaded outlet on the bottom for a drain plug per NFPA. This shall be used as a combination clean-out and drain. All tanks shall have an anti-swirl plate located approximately 3" above the inside floor.

There shall be two (2) standard tank outlets: one for the tank-to-pump suction line, which shall be sized to provide adequate water flow to the pump; and, one for tank fill line, which shall be sized according to the NFPA minimum size chart for booster tanks. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank, and be capable of withstanding sustained fill rates of up to 1000 G.P.M. All auxiliary outlets and inlets must meet all NFPA guidelines in effect at the time of manufacture.

The UPF Poly-Tank® III shall rest on the body cross members in conjunction with such additional cross members, spaced at a distance that would not allow for more than 530 square inches of unsupported area under the tank floor. In cases where overall height of the tank exceeds 40 inches, cross member spacing must be decreased to allow for not more than 400 square inches of unsupported area.

The tank shall be isolated from the cross members through the use of hard rubber strips with a minimum thickness and width dimension of 1/4" x 1". The rubber must be installed so it will not become dislodged during normal operation of the vehicle. Additionally, the tank must be supported around the entire bottom outside perimeter and captured both in the front and rear as well as side to side to prevent tank from shifting during vehicle operation.

The tank shall be completely removable without disturbing or dismantling the apparatus structure.

The tank shall be tested and certified as to capacity on a calibrated and certified tilting scale. Each tank shall be weighed empty and full to provide precise fluid capacity. The tank shall be delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight. Engineering estimates for capacity calculations shall not be permitted for capacity certification. A center of gravity and weight calculation for both empty and full conditions shall be required with each tank.

The tank shall have a limited Lifetime warranty that provides warranty service for the life of the fire apparatus in which the tank is installed. Warranties are transferable if the apparatus ownership changes by requesting the transfer from UPF. In applications where the tank will be subject to severe conditions, the tank may have a warranty unique to the application that is clearly defined for each such application.

### **WATER TANK**

The water tank shall have a capacity of 450 U.S. gallons.

### **BODY CONSTRUCTION**

All side metal, compartments and compartment floors shall be of bolted stainless steel. The body shall be mounted on heavy-duty 3" steel channel sills with bracing for extreme rigidity.

The compartment body, pump housing and the engine compartment shall be separate modules (segmented body design) that are not to be fastened together in any manner in order to provide "flex joints" to alleviate stress and cracking of body compartments and running boards.

Compartments shall extend from the front jacks to the tailgate of the apparatus and shall be recessed to the frame of the apparatus where possible.

Each compartment shall have drain holes for the release of moisture. Each compartment shall be properly vented with louvers. Compartments shall have sweep-out flooring (no obstruction at the floor bottom).

### **REAR COMPARTMENT BELOW HOSE BED**

There shall be a compartment below the hose, between the frame rails, approximately 25-1/2" wide x 14-1/2" high with a lower section 72" deep and an upper section 88-3/4" deep.

### **COMPARTMENTATION LEFT SIDE**

L1- Below the turntable there shall be a compartment approximately 26-5/8" wide x 34-3/8" high x 26-1/2" deep. Compartment height is 12" below the hydraulic controls.

L2, L3- There shall be two compartments above the rear wheels approximately 57-3/4" wide x 19-1/8" high x 26-1/2" deep. The compartments will have lift up pan type doors, equipped with "D" ring latch and a gas door stays.



L4- There shall be a compartment behind the rear wheels approximately 37-3/4" wide x 48-1/2" high x 26-1/2" deep.

L5- There shall be a second compartment behind rear wheels approximately 42-3/4" wide x 48-1/2" high x 26-1/2" deep.

### **COMPARTMENTATION RIGHT SIDE**

R1- Below the turntable there shall be a compartment approximately 42" wide x 34-1/4" high x 26-1/2" deep. The lower portion shall be 10" deep. There shall be a 10" high x 17" deep x 42" wide notch in the lower rear portion of the compartment to accommodate the apparatus exhaust system.

R2- There shall be a compartment behind the rear wheels approximately 37-3/4" wide x 28" high x 26-1/2" deep inside.

R3- There shall be a second compartment behind rear wheels approximately 42-3/4" wide x 28" high x 26-1/2" deep inside.

### **AERIAL BODY SUB-FRAME**

The chassis shall be fitted with a sub-frame system consisting of a series of mild steel legs, extending down and out from the chassis frame rails on each side. A heavy-duty rear platform shall be constructed of stainless steel to support the rear compartments. Self-supporting bodies will not be acceptable. NO EXCEPTIONS

### **COMPARTMENT INTERIOR - L1**

The L1 compartment on the left side of the apparatus shall include the following features:

#### **COMPARTMENT INTERIOR - L2**

The L2 compartment on the left side of the apparatus shall include the following features:

#### **ALUMINUM TOOL MOUNTING PLATE**

A 3/16" aluminum plate shall be provided in the compartment for mounting tools. It shall be mounted on the back wall.

### **COMPARTMENT INTERIOR - L3**

The L3 compartment on the left side of the apparatus shall include the following features:

#### **ADJUSTABLE SHELF**

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.

#### **COMPARTMENT INTERIOR - L4**

The L4 compartment on the left side of the apparatus shall include the following features:

##### **L4-ADJUSTABLE SHELVES**

There shall be two (2) adjustable shelves provided and installed in the compartment. The shelves shall be fabricated of .188" aluminum plate.

##### **L4-600# SLIDE-MASTER TRAY**

There shall be a Slide-Master pullout drawer provided and installed. The drawer shall have a distributed load capacity of 600 lbs. and be capable of extending 70% of its depth. The tray shall be fabricated of .188" aluminum plate and have a formed lip that measures 2".

#### **COMPARTMENT INTERIOR - L5**

The L5 compartment on the left side of the apparatus shall include the following features:

##### **ADJUSTABLE SHELVES**

There shall be two (2) adjustable shelves provided and installed in the compartment. The shelves shall be fabricated of .188" aluminum plate.

##### **L5-COMPARTMENT DIVIDER**

There shall be a vertical divider/partition provided in a compartment as specified. The divider shall be constructed of .188" thick smooth aluminum plate. The top and bottom of the divider shall have a formed flange bolted to the interior of the compartment.

##### **L5-ADJUSTABLE VERTICAL SLIDE-OUT PANEL**

There shall be two (2) adjustable vertical slide-out tool boards with a 250 lb. capacity supplied and mounted on unistrut tracks. Extra compartment lights shall be provided and located as needed to properly illuminate the compartment.

**COMPARTMENT INTERIOR - L6**

The L6 compartment on the left side of the apparatus shall include the following features:

**L6-ADJUSTABLE SHELF**

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.

**COMPARTMENT INTERIOR - R1**

The R1 compartment on the right side of the apparatus shall include the following features:

**R1-ADJUSTABLE SHELF**

There shall be an adjustable shelf provided and installed in the compartment. The shelf shall be fabricated of .188" aluminum plate.

**COMPARTMENT INTERIOR - R2**

The R2 compartment on the right side of the apparatus shall include the following features:

**R2-ADJUSTABLE ROLLOUT DRAWER**

There shall be a 250 lb. capacity rollout drawer supplied and installed in a compartment. The drawer shall be approximately 3" deep and shall be mounted on adjustable tracks.

**COMPARTMENT INTERIOR - R3**

The R3 compartment on the right side of the apparatus shall include the following features:

**R3-ADJUSTABLE ROLLOUT DRAWER**

There shall be a 250 lb. capacity rollout drawer supplied and installed in a compartment. The drawer shall be approximately 3" deep and shall be mounted on adjustable tracks.

#### **COMPARTMENT INTERIOR - R4**

The R4 compartment on the right side of the apparatus shall include the following features:

#### **COMPARTMENT INTERIOR - A1**

The A1 compartment on the rear of the apparatus shall include the following features:

#### **A1-SLIDE-OUT TRAY**

There shall be a slide-out tray provided and installed in the rear compartment. The tray shall have a distributed load capacity of 500 lbs. utilizing UHMW slides and shall be capable of extending 75% of its depth. The tray shall be fabricated of .188" aluminum plate and measure approximately 85" deep x 24" wide with 8.75" sides and a 2.75" front lip.

#### **COMPARTMENT MATTING**

Turtle Tile interlock matting material shall be provided in the compartments (on all shelves, trays, and compartment floors (where applicable)).

The color of the turtle tile shall be red.

#### **UNISTRUT**

Each compartment shall come equipped with 1.625" x .875" x .125" aluminum Unistrut channel. The Unistrut shall be securely fastened to the interior walls of the compartment.

#### **ROLL-UP COMPARTMENT DOORS**

Compartment doors shall be equipped with AMDOR™ brand roll-up doors, complete with the following features:

- 1" aluminum double wall slats with continuous ball & socket hinge joint designed to prevent water ingress and weather tight recessed dual durometer seals
- double wall reinforced bottom panel with stainless steel lift bar latching system
- bottom panel flange with cut-outs for ease of access with gloved hands

- reusable slat shoes with positive snap-lock securement
- smooth interior door curtain to prevent equipment hang-ups
- one-piece aluminum door track / side frame
- top gutter with non-marring seal
- non-marring recessed side seals with UV stabilizers to prevent warpage

### **PAINTED ROLL-UP DOORS**

The doors shall be wet painted before assembly by the door manufacturer. The paint shall be the same as the apparatus to achieve an exact match of paint color and have the look and durability same as on the rest of the truck.

### **ROLL UP DOOR DRIP PAN/SPLASHGUARD**

The specified roll-up door(s) shall be equipped with a drip pan with built in splashguard. The drip pan shall attach to the pennant plate with spring pins to allow for easy removal and cleaning. The construction of the pan shall be of a corrosion resistant material.

### **COMPARTMENT LIGHTING**

Each compartment shall be equipped with two (2) white AMDOR LED light strips which shall provide a consistent pattern to illuminate to entire compartment.

### **HOSE BED**

The rear hose bed shall be completely wide open to allow for quick and easy loading and unloading of hose thus preventing hose and hose couplings from being caught or tangled.

Rear opening of the rear hose bed shall be a minimum of 42" wide x 28" high. Any rear hose bed opening(s) requiring hose chutes shall not be acceptable.

Hose bed flooring shall be removable slatted aluminum.

### **HOSE LOAD**

The hose bed will be able to accommodate the following quantity and sizes of fire hose:

1,000' x 4" LDH shall be accommodated in the main hose bed.

350' x 2-1/2" hose shall be accommodated in the upper body hose bed over the drives side compartments.

### **HOSE BED COVER**

Black webbing shall be provided and installed on the entire hosebed to prevent the hose from unintentional deployment. The webbing shall be secured, and fastened to the rear of the hosebed.

### **COVER FASTENERS**

The hose bed cover shall be secured with airplane seatbelt style latches.

### **FRONT HOSEBED LIGHTING**

A TecNiq E44 LED light strip shall be provided, located on the interior of the front hosebed wall.

### **SIDE HOSEBED LIGHTING**

TecNiq E44 LED light strips shall be provided on the interior hosebed walls, one each side.

### **HYDRANT BOX**

A custom fabricated hydrant box made of aluminum shall be provided and mounded on the back of the body. Dimensions and placement shall be confirmed at Pre Construction.

### **2-1/2" REAR HOSE BED**

A 2-1/2" rear hose bed shall be provided on the diver's side of the vehicle, above the body compartments. It shall be fabricated out of aluminum treadplate and include a black vinyl cover. It will also include an additional stanchion post to mount the rear warning beacon. The hose bed shall accommodate 350' of 2-1/2" hose.

### **HYDRANT ASSIST VALVE, MOUNTING BRACKET**

A TFT Oasis hydrant assist valve mounting bracket shall be provided and mounted on the rear of the body. Final mounting location shall be determined at Final Inspection. Only the mounting bracket shall be provided. The Fire Department shall provide the valve.

## **BODY HANDRAILS**

Handrails shall be constructed of type 304 stainless steel 1.25 inch diameter tubing with bright finish and knurled gripping surface. Mounting flanges shall be constructed from 7 gauge, .180 thick, stainless sheet. Each grab rail shall have 90 degree returns to flanges. The ends of grab rail shall pass through the flanges and be welded to form one structural unit. The handrails, shall be mounted using 1.25" SS Hex bolts, with a barrier rubber gasket at each flange. Sufficient space shall allow for a gloved hand to firmly grip the rail.

The rails shall be located in the following areas:

(Note: These are in addition to those previously mentioned in the cab section):

There shall be one (1) handrail on each side of the access steps to the ladder. These handrails are covered with ribbed rubber to prevent hand slipping when climbing the steps.

## **CHROMED GRAB HANDLES**

Upto four (4) chrome grab handles shall be provided in specified locations. Locations will be determined at final inspection.

## **RUB RAILS**

The body shall be equipped with heavy extruded aluminum rub rails at the sides. Rub rails shall be spaced away from the body by 1/2" polymer spacers. The rub rails shall be polished to a bright finish and be fitted with custom cast end caps.

## **ALUMINUM TREADPLATE**

All load bearing aluminum treadplate running boards shall be .155 thick bright annealed with a serrated embossed finish. Running boards and rear step edges shall be flanged down for added strength. Running boards shall also be flanged up to form kick plates. All non-load bearing aluminum shall be .125" thick bright annealed finish. In areas where aluminum treadplate shall function as a load-bearing surface, there shall be a heavy steel sub-structure. This structure shall consist of 3" channel and 1-1/2" angle welded support. This shall assure that there shall be no flexing or cracking of running boards. The aluminum shall be insulated from the steel by closed cell foam body barrier material.

Treadplate locations:

1. Skirting around front bumper.
2. The step at the cab entrance.

3. The jump seat steps.
4. The running boards.
5. The rear step.

### **WHEEL LINERS**

Fiberglass fully radiused wheel well liners with adequate support to maintain their rigidity through adverse weather conditions shall be provided.

### **SCBA CYLINDER COMPARTMENTS**

There shall be seven (7) spare breathing air cylinder compartments recessed in the rear fender wells, three (3) left and four (4) right. The compartments shall have brushed stainless doors with equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture. The interior compartment shall be constructed of a high-density polyethylene plastic.

### **DOOR FINISH**

The single or double SCBA compartments shall have a brushed stainless door equipped with a weather resistant flush fitting thumb latch. The interior of the door shall incorporate a rubber seal to keep the compartment free of road debris and moisture.

### **AIR CYLINDER STORAGE RACK**

A storage rack capable of holding three (3) air cylinders shall be provided and mounted in a body compartment. It shall have Raptor black protective coating on all sides and inside each cylinder storage area. The compartment location will be determined at the pre-construction conference.

### **FENDER PANELS**

The rear side fenders shall be removable smooth aluminum panels, painted truck color.

### **GROUND LADDERS**

Apparatus shall be capable of carrying minimum of 201 feet of ground ladders. The following ladders shall be provided.



#### **DUO-SAFETY LADDERS**

- One (1) 10 ft. folding ladder, Series 585A (stored in the ladder chute).
- One (1) 14' roof ladder. Series 775-DR. (mounted driver's side aerial base section)
- Two (2) 16 ft. roof ladders, Series 875-DR (mounted on ladder rack).
- Two (2) 18 ft. roof ladders, Series 875-DR. (mounted on ladder rack).
- Two (2) 28 ft. 2-section extension ladder, Series 1200A. (mounted on ladder rack).
- One (1) 35 ft. 3-section extension ladder, Series 1225A. (stored in the ladder chute).

#### **LADDER**

One (1) Little Giant ladder, Model 13 shall be provided with a range of 7' to 11'.

#### **LADDER MOUNTING**

The 16-foot, 18-foot and 20-foot ladders shall be mounted on brackets on the side of the body and held in place by polished aluminum quick-release spring locks.

The 14-foot ladder shall be mounted on the base section of the aerial.

#### **LADDER CHUTE**

The 35' 3-section ground ladder and 10' folding attic ladder shall be stored in a ladder chute that will be located within the rear hosed bed compartment. The 35' ladder shall be stored vertically, on beam.

#### **LICENSE PLATE BRACKET**

A Cast Products LP0013 cast aluminum license plate bracket with LED light shall be provided at the rear of the apparatus.

#### **ADDITIONAL WARNING LIGHTS**

There shall be three (3) additional pairs of Whelen M6 series LED red warning lights.

- One (1) pair shall be located over the front cab wheel well, (1) each side.
- One (1) pair shall be located in 45 degree angle of the front bumper, (1) each side.
- One (1) pair shall be located on the sides of the bumper in the recessed pocket, (1) each side.

### **BROW MOUNTED LED SCENE LIGHT**

Two (2) Whelen Pioneer PFH2 brow mounted LED scene lights shall be provided. The lamp head shall operate at 12 volts DC, draw 12.5 amps, and generate 16,000 lumens of light. The lights shall be mounted at the front brow of the cab and shall be controlled from a switch in the cab.

### **BODY ELECTRIC SYSTEM**

All body electrical wiring in the chassis will be XLP cross link-insulated type. Wiring is to be color-coded and include function codes every three (3) inches. Wiring harnesses will be routed in protective, heat resistant loom, securely and neatly installed. Two power distribution centers will be provided in central locations for greater accessibility. The power distribution centers contain automatic thermal self-resetting breakers, power control relays, flashers, diode modules, daytime driving light module, and engine and transmission data links. All breakers and relays are utilized in circuits which amp loads are substantially lower than the respective component rating thus ensuring long component life. Power distribution centers will be composed of a system of interlocking plastic modules for ease in custom construction. The power distribution centers are function oriented. The first is to control major truck function and the second controls overhead switching and interior operations. Each module is single function coded and labeled to aid in troubleshooting. The centers also have accessory breakers and relays for future installations. All harnesses and power distribution centers will be electrically tested prior to installation to ensure the highest system reliability.

All external harness interfaces will be of a triple seal type connection to ensure a proper connection. The cab/chassis and the chassis/body connection points will be mounted in accessible locations. Complete chassis wiring schematics will be supplied with the apparatus.

The wiring harness contained on the chassis shall be designed to utilize wires of stranded copper or copper alloy of a gauge rated to carry 125% of maximum current for which the circuit is protected without exceeding 10% voltage drop across the circuit. The wiring shall be uniquely identified by color code or circuit function code, labeled at a minimum of every three (3) inches. The identification of the wiring shall be referenced on a wiring diagram. All wires conform to SAEJ1127 (Battery Cable), SAEJ1128 (Low Tension Primary Cable), SAEJ1560 (Low Tension Thin Wall Primary Cable).

All harnesses shall be covered with moisture resistant loom with a minimum rating of 300 Degrees Fahrenheit and a flammability rating of VW-1 as defined in UL62. The covering of jacketed cable has a minimum rating of 289 degree Fahrenheit.

All harnesses are securely installed in areas protected against heat, liquid contaminants and damage. The harness connections and terminations use a method that provides a positive mechanical and electrical connection and are in accordance to the device manufacturer's instructions. No connections within the harness utilize wire nut, insulation displacement, or insulation piercing.

All circuits conform to SAE1292. All circuits are provided with low voltage over current protective devices. These devices are readily accessible and protected against heat in excess of component rating, mechanical damage, and water spray. Star washers are not used for ground connections.

### **BACK-UP ALARM**

An Ecco model SA917 automatic self-adjusting electronic back-up alarm producing 87-112 db shall be installed at the rear between the frame rails. It shall operate whenever the transmission's reverse gear is selected.

### **STOP/TAIL/TURN/REVERSE LIGHTS**

The rear stop/tail/turn/reverse lights shall be Whelen M6 series lights installed in quad housings one (1) each side on the rear of the apparatus body. The stop/tail lights shall be LED model M6BTT located in the top position of the housing. The amber arrow turn signals shall be LED model M6T located below the stop/tail lights. The reverse lights shall be LED model M6BUW located below the turn signals. The bottom position of the housing shall accommodate a Whelen M6 series warning light.

### **LED ICC/MARKER LIGHTS**

LED type ICC/marker lights shall be provided to meet D.O.T. requirements.

### **FLEXIBLE MARKER LIGHTS**

A Britax L427.200.L12V LED flexible marker light shall be mounted on the rear lower corners of the body, one each side.

### **STEP LIGHTS**

The pump module running board area shall be illuminated by Whelen 2G 4" diameter LED lights mounted one each side on the front of the body in chrome flanges.

LED strip lighting or individually mounted lights shall be provided at the rear of the body to illuminate all stepping surfaces.

### **GROUND LIGHTING**

The apparatus shall be equipped with lighting capable of illumination to meet NFPA requirements. Lighting shall be provided at areas under the driver and crew riding area exits and shall be automatically activated when the exit doors are opened. The ground lights shall be Whelen 2G LED. Lighting required in other areas such as work areas, steps and walkways shall be activated when the parking brake is applied, provided the ICC lights are on.

Additional lighting shall be provided in the following areas:

- Two (2) under the front bumper.
- One (1) under the L6 compartment.
- One (1) under the R4 compartment.

### **OPTICAL WARNING SYSTEM**

The optical warning system shall be capable of two separate signaling modes during emergency operations. One mode shall signal to drivers and pedestrians that the apparatus is responding to an emergency and is calling for the right-of-way and the other mode shall signal that the apparatus is stopped and is blocking the right-of-way.

A momentary rocker switch shall be provided near the driver and labeled Master Emergency to energize all of the optical warning devices provided. A secondary momentary rocker switch shall be provided near the officer. All lights shall operate at not less than the minimum flash rate per minute as specified by NFPA.

### **UPPER LEVEL WARNING DEVICES**

The upper level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have one (1) Whelen Freedom IV 72" Model F4N7QLED light bar, with sixteen (16) LED modules.

The light bar shall have

- Two (2) end red LED modules.
- Two (2) rear corner amber LED modules.
- Ten (10) forward-facing red LED modules.
- Two (2) forward-facing white LED modules.

The light bar shall have a clear lense. The light bar shall be installed on the cab roof as far forward as possible with two (2) MK8H 5" cast aluminum risers. The risers shall be painted to match the upper cab color.

Zone B (officer's side) shall be covered by the module from the light bar and the rear beacon.

Zone C (rear) shall have two (2) Whelen Model L31 LED beacons installed one (1) each side on the upper rear of the apparatus.

Zone D (driver's side) shall be covered by the module from the light bar and the rear beacon.

### **LOWER LEVEL WARNING DEVICES**

The lower level shall be divided into zones A (front), B (officer's side), C (rear) and D (driver's side).

Zone A (front) shall have four (4) Whelen M6 series model M6\* Super LED warning lights.

The lights shall be installed two (2) each side on the front of the cab in the warning light housings.

Zone B (officer's side) shall have four (4) Whelen M6 series model M6\* Super LED warning lights.

The lights shall be installed one (1) on the 45 degree angle of the bumper, one (1) above the front wheel well, one (1) near the front corner of the apparatus, one (1) under the turntable area, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

Zone C (rear) shall have two (2) Whelen M6 Series model M6\* Super LED warning lights installed one (1) each side on the lower rear of the apparatus.

Zone D (driver's side) shall have four (4) Whelen M6 series model M6\* Super LED warning lights.

The lights shall be installed one (1) on the 45 degree angle of the bumper, one (1) above the front wheel well, one (1) near the front corner of the apparatus, one (1) under the turntable area, one (1) near the rear axle, and one (1) near the rear corner of the apparatus.

### **TELESCOPIC LED SCENE LIGHT**

Two (2) Whelen PFH2 telescopic LED scene lights shall be provided. The lamp head shall operate at 12 volts DC, draw 13 amps, and generate 16,000 lumens of light. The light shall be installed at a fire department specified location with bottom mount cradle. The light shall have a switch on the lamp head and shall also be controlled from a switch in the cab.

The lights will be located one (1) each side of the aerial turntable.

## **SURFACE MOUNTED LED SCENE LIGHT**

Two (2) Whelen PCPSM2\* surface mounted LED scene lights shall be provided. The lamp head shall operate at 12 volts DC, draw 12 amps, and generate 16,000 lumens of light. The lights shall be mounted as follows:

- One (1) on the driver's side of the body, on the side of the hose bed, near L4/L5.
- One (1) on the officer's side of the body above the ladder rack, near L3.

The lights shall be controlled from a switch in the cab.

## **AERIAL LADDER DEVICE**

An aerial ladder device with a minimum 100-foot vertical reach shall be provided. The height dimension shall be calculated with the boom at 80 degrees. The horizontal reach of the device shall not be less than 93 feet, 6 inches. The overall height of the apparatus with the aerial device in the bedded positions shall be no more than 10 feet, 1 inches and the overall length of vehicle shall be not more than 43 feet, 6 inches.

## **TELESCOPING AERIAL**

An elevated ladder of the telescopic design consisting of a minimum of five sections shall be provided. The overall length of the aerial with all five sections fully retracted at 0 degree elevation shall not exceed 29 feet.

These particular shorter lengths shall be important for allowing the ladder to be positioned in tight or confined spaces associated with lower degrees of elevation. All sections shall be of the open lattice, non-crossing type construction to obtain lightweight and stability at full horizontal reach. The telescoping sections shall be constructed from heat-treated 6061-T6 aluminum alloy material fastened by Aircraft Huck bolts to provide superior strength thus eliminating cracking of welds in strategic structural areas. There shall be no welding on the ladder so as not to lower the yield strength of the material and cause torsional fracture, grain distortions and unequal conductivity. The base section shall also consist of two heavy-duty steel side plates; one mounted each side of the ladder. The steel side plates shall be aircraft Huck bolted into place and shall function to tie the ladder, turntable, and lift cylinders together. There shall be trailing beams attached to the side plates that shall function to position and anchor lift cylinders into place and to distribute shock loads imposed by water hammer and hose breakage.

The ladder rungs shall be constructed from a solid extrusion and shall have an oval serrated profile. The rungs shall be spaced on 14 in. (356-mm) centers and shall have a minimum outside diameter of 1-1/4 in. (32-mm) including the surface. The minimum design load per rung shall be 500 lb (227 kg) distributed over a 3 1/2 in. (89-mm) wide area at the center of the length of the rung with the rung oriented in its weakest position.

Top rails shall be provided on the ladder, shall have a minimum width of 1 in. (25 mm), and shall be at a minimum height of 17 in. (305 mm) above the centerline of the rungs.

Two folding steps with skid-resistant surfaces shall be provided on the ladder for the use of the waterway-monitor operator. Each folding step shall have a minimum design load of 500 lb (227 kg) and shall be a minimum of 35 sq in. (22582 mm<sup>2</sup>) in area.

The rated horizontal reach of an aerial ladder shall be measured in a horizontal plane from the center line of the turntable rotation to the center line of the outermost rung on the fly section with the aerial ladder extended to its maximum horizontal reach.

The ladder shall be left in a natural aluminum finish and painting the ladder shall not be acceptable.

The ladder shall have the capability to shed massive ice buildup during freezing conditions.

### **AERIAL EGRESS SECTION**

A bolt-on removable egress shall be installed on the tip of the fly section. The rungs on the egress shall be on a plane of 20 degrees to provide a smoother transition onto the ladder when it is at a high angle.

### **LOAD LIMITATIONS**

Load instruction plates shall be located at the turntable pedestal control station, indicating the recommended safe load of the ladder. The ladder shall carry the rated load capacity indicated in the following manner: raise, extend, rotate, retract and lower without exceeding the hydraulic pressures prescribed by the manufacturer.

THE LADDER SHALL HAVE A CAPACITY OF 750 LBS. DRY AND 500 LBS. WHILE FLOWING WATER.

ADDITIONAL INFORMATION. Ladder shall be capable of being rotated in any direction and the ladder capable of being raised or lowered ---ALL AT THE SAME TIME.

### **RAISING AND LOWERING**

The raising and lowering mechanism shall consist of two large hydraulic cylinders approximately seven inches in diameter attached to the ladder so that 50% of the lifting force effort is applied towards raising the

ladder and it shall raise the complete load, 750 lbs., with ladder at full horizontal reach with less than 1500 psi. hydraulic pressure. Cylinders shall be mounted so that the cylinder rods are attached to trailing beams of the ladder steel side plates.

The power operated raising and lowering cylinders shall provide movement of the ladder to be rapid, smooth and without undue sway or vibration. A positive locking device shall be provided so that the desired angle of elevation can be maintained indefinitely without dependence upon engine power.

As a safeguard feature, the lifting system shall be structurally and hydraulically designed and mounted to prevent rapid descent (lowering) of the ladder unit, in the event of hydraulic hose breakage. In the event of failure of any raising mechanism during operation, the gravity descent of the ladder shall be kept at a speed, which shall prevent damage to the equipment or danger to personnel. Provisions shall be made to prevent damage at full raise or lowering.

### **EXTENSION AND RETRACTION**

The ladder shall be extended by dual hydraulic rams mounted inside the bottom of the base section. The cylinders shall be mounted in the base section and supported through the middle to accommodate the load stress(s) of the ladder.

The hydraulic cylinders shall extend the second section in a manner so that both cylinders hydraulically equalize and provide the additional safety feature of a double extension system. The third and fourth sections shall be connected to the second section of the ladder by two aircraft cables. This design feature shall eliminate the extra weight of hydraulic cylinders on the third and fourth sections should they be horizontally extended to the side of the apparatus.

The design shall be such that the operation hydraulic pressures of the main system shall be as low as possible. Once again, as a safeguard feature, the system shall be structurally and hydraulically designed and mounted to prevent rapid descent (retraction) of the ladder unit should a detachment, failure or hydraulic hose break. In the event of failure of an extension/retraction mechanism during operation, the gravity descent of the ladder shall be kept at a speed, which shall prevent damage to the equipment or danger to personnel. Provisions shall be made to prevent damage at full extension and retraction.

All sections of the ladder shall extend and retract (slide) on special polymer slide blocks. Each slide block shall be bolted into place and shall be removable for inspection and maintenance. There shall be slide blocks throughout the four sections of the ladder for proper alignment and stability.

### **LOWER TURNTABLE SUPPORT ASSEMBLY**



The mainframe assembly shall be mounted midship on the chassis, forward of the pump and over the transmission. This shall leave the rear hose bed open for use of large diameter and regular fire hose.

The main frame assembly shall be a solid welded steel box beam structure with welded support gussets fore and aft extending across the chassis frame 35" x 50" in depth. The solid steel box beam structure measurements are important to take shock loads imposed by water turret operation and to give a reserve strength factor to compensate for hose breakage and water hammer.

The overall height of the mainframe assembly measured from ground level to the turntable assembly shall not exceed five feet. This is important in order to keep the center of gravity as low as possible, thus giving the truck superior handling characteristics. An open tube or angle substructure for the mainframe assembly shall not be acceptable.

The mainframe assembly base plate, located at the top of the assembly, which supports and holds the turntable rotation bearing, shall be minimum 1" steel. There shall be a minimum of two solid two inch square tension and compression bars mounted underneath, fore and aft, of the mainframe assembly, which shall tie the ladder and chassis together. The bars shall function to withstand vertical torsional loads. The forward tension and compression bar shall be attached from the rear area of the front spring suspension hanger to the underside area of the mainframe assembly. The rear tension and compression bar shall be attached from the forward area of the rear spring suspension hanger to the under side area of the mainframe assembly.

## **TURNTABLE**

The turntable shall be a minimum of one-inch thick plate and ninety-four (94) inches in diameter. The side plates to which the main base section of the aerial ladder is connected shall have a minimum height of two feet and shall include gussets that shall tolerate the side thrust and tremendous forces to which the unit shall be subject. The turntable shall be equipped with two removable steel sections for access into the pump.

The turntable side plates shall be positioned at a 45-degree angle (opposite the angle of the raise/lower cylinders) to act as a partial counter balance weight on the opposite side of the truck from the ladder extension.

The turntable shall be equipped with a rotating mechanism with a steel balanced fly wheel connected at one end which shall rotate the turntable 360 degrees through a planetary gear box that shall handle torque loads imposed by water hammer and hose breakage. The rotating mechanism shall give the turntable and ladder built in coast as an added safety precaution to avoid lateral ladder side-to-side deflection (reactionary whipping effect) caused by the ladder being stopped suddenly.

The power-operated turntable shall provide continuous rotation of the ladder structure clockwise or counter clockwise, thus enabling the structure to be positioned in any segment through 360 degrees. The rotating

mechanism shall also provide sufficient power to rotate the ladder sections in any direction any angle, fully extended, while carrying the manufacturer's rated load capacity with the waterway in operation and discharging water at the tip of the ladder fly section.

Provisions shall be made for manual operation of the rotation system should loss of hydraulic power occur. This shall be done through manual rotation of the flywheel to rotate the ladder and turntable. There shall also be an emergency means of retracting the ladder and an auxiliary bleed down valve for the hydraulic raise/lower cylinders.

There shall be a minimum of two heavy-duty steel shafts that shall attach the base section of the ladder (at the top and very back) of the ladder to the top portion of the turntable side plates together. The minimum steel shaft measurement shall be 4" long X 3" diameter.

The complete rotation system shall have built in relief to prevent damage from rotating the ladder into buildings or from overloaded water streams. Suitable indicators, clearly visible at all times, shall be provided to facilitate correct alignment of the turntable with the bed of the ladder. An automatic light shall be used to show correct alignment for bedding of the ladder from the turntable control station and the ladder station.

The turntable rotation mechanism shall be provided with an automatically applied brake or self-locking drive. It shall provide braking capacity with all power systems non-functioning to prevent turntable rotation under all rated conditions of loading.

### **TURNTABLE BEARING**

The turntable bearing shall be constructed of steel. There shall be a minimum of 36 drilled and tapped holes in the turntable bearing.

The diameter of the turntable bearing shall be a minimum of 42". The turntable bearing shall be able to rotate 360 degrees in either direction on one-inch thick stainless steel ball bearings. The turntable bearing shall be bolted to the top of the mainframe assembly using a minimum of 36 Grade 8 bolts.

### **ROTATION LIMITING ALARM**

A Floyd Bell US-09-515-S audible warning alarm and LED indicators shall be provided to warn the operator they have reached the rotation limit and can also be used to assist with set-up and troubleshooting of the system.

### **HYDRAULIC SWIVEL**

The aerial device shall be equipped with a multi-port hydraulic swivel which shall connect the hydraulic lines from the hydraulic pump and reservoir to the aerial control bank. The hydraulic swivel shall allow for 360 degrees of continuous rotation of the aerial device with no loss of speed or capacity in its function. Aerial control bank is located on the turn table.

### **ELECTRIC SWIVEL**

The ladder shall be equipped with an electric swivel to allow for 360 degrees of continuous rotation of the aerial while connecting all electrical circuits through the rotation point. A programmable controller will manage operation designed specifically for each truck. Envelope control is provided through the programmable controller, sensors, and an encoder.

### **HYDRAULIC SYSTEM**

A flange mounted hydraulic pump, which shall be driven by a power take off unit that is connected to the chassis transmission to provide the power required for operating the ladder. A PTO hour meter shall be provided to record the time when the aerial hydraulic system is engaged.

Said hydraulic system shall have a minimum hydraulic reservoir capacity of sixty-five gallons of special hydraulic fluid. The hydraulic fluid shall be discharged through a refined filter, plus fine mesh stainless steel strainers.

Within said system, pilot operated check valves shall be incorporated so that all valves shall hold in their respective function(s). The hydraulic system shall also incorporate automatic bypasses to compensate in case the ladder is forced into a building or should operator accidentally throw control valve in opposite direction at full speed.

Intercooling of the hydraulic oil shall be accomplished through a built-in heat exchanger to cool oil at all times when fire pump is in operation.

All hydraulic lines shall be of the double braided type with synthetic cover rated at 10,000 lb. burst pressure or above.

A means shall be provided for readily checking and filling the hydraulic reservoir. The fill location shall be conspicuously marked "Hydraulic Oil Only." The manufacturer shall provide proper instructions for checking and filling the hydraulic reservoir.

### **AUXILIARY HYDRAULIC POWER**

A 12-volt auxiliary pump shall be provided to supply emergency power to the hydraulic system. This system shall be operated off the truck batteries and provide limited adequate power to operate the ladder and stabilizer jacks under emergency conditions.

The auxiliary hydraulic motor shall be located in the stabilizer control station compartment on the left side of the vehicle, next to the jump seat entrance for ease of accessibility and maintenance.

## **INTERLOCK**

An interlock shall be provided that prevents operation of the aerial device until the chassis spring brakes have been set and the transmission has been placed in neutral or the transmission is in the drive position with the driveline to the rear axle disengaged.

A power operated governed engine speed control shall be provided to power the aerial device at normal operating speeds as determined by the manufacturer and this standard.

An interlock shall be provided that allows operation of the engine speed control only after the chassis spring brakes have been set and the transmission is in neutral.

When the unit is equipped with a fire or attack pump, the governed speed control shall be automatically disengaged when the fire or attack pump is operating.

An interlock system shall be provided to prevent the lifting of the aerial device from the travel position until all the stabilizers are in a configuration to meet the stability requirements. The interlock system shall also prevent the moving of the stabilizers unless the aerial device is in the travel position.

## **STABILIZERS**

The stabilizer control station (main hydraulic valve body) shall be located in the compartment directly underneath the turntable next to the crew seat entrance on the left side of the vehicle. The single stabilizer control station shall control all stabilizer operations. The stabilizer control station shall accomplish two important functions: 1] allows person to stay at one centralized location 2] provides faster set up time for the vehicle.

Individual control valves shall be supplied for each mode of stabilizer operation. There shall be a plaque located next to each control valve displaying the function.

A two position hydraulic transfer valve (diverter valve) shall be installed adjacent to the stabilizer control station to direct hydraulic power to either the stabilizer operations or the ladder operations in order to prevent operation of both circuits at the same time.

There shall be three other controls located at the stabilizer control station:

- (a) On/off switch for auxiliary hydraulic motor
- (b) High speed control for hydraulic system
- (c) On/off switch for electrical power to pedestal and ladder

There shall be two stabilizer jacks located in the mainframe assembly. Each stabilizer jack shall consist of a high strength steel tube attached to the stabilizer jack.

Each stabilizer jack shall be furnished with a holding valve and a manually positioned steel pin lock. The pin lock safety feature is designed to not let the stabilizer jack retract should the holding valve bleed off slowly or suddenly.

The midship mounted stabilizer jack rams shall have a minimum bore and stroke of 5" x 23". The ground jacks, when fully extended from the right side to the left side, shall have a maximum spread of 18 feet to provide maximum safety and stability. Also, when the jacks are fully extended, each box beam shall have a minimum of 43" of overlap inside the mainframe assembly, which is extremely crucial for structural integrity, as well as maximum safety and stability. The extendable jacks shall be designed that they may be operated simultaneously on both sides of the apparatus and horizontally positioned (H type system, out and down) to accommodate obstructions such as curbs, pavement depressions, parked vehicles or any other hindrance.

There shall be two rear jacks located directly behind the rear tandem axle area, one each side of the vehicle, designed to come straight down to take the weight off the rear suspension system. This shall enable the vehicle to be set up in tight or confining spaces with cars, additional fire apparatus, or other obstructions nearby.

Any I-beam or contributing structural member, through which the jacks support the weight of the ladder or any position of the apparatus plus the live loads peculiar to fire fighting operations, shall be of ample strength to carry these loads without evidence of stress, bending, twisting or other failure(s). As mentioned before, pilot operated check valves shall be included on each jack cylinder and manual pin locks shall be provided for each main stabilizer jack, as additional safety.

There shall be two jack pads of light weight material, one mounted in each stabilizer jack compartment.

The following stability requirements shall be met by the aerial apparatus when it is in a service ready condition, but with all normally removable items such as water, hose, ground ladders, loose equipment, etc., removed. Items mounted on the aerial device by the manufacturer shall remain mounted.

The aerial device shall be capable of sustaining a static load 1-1/2 times its rated capacity in every position in which the aerial device can be placed when the vehicle is on a firm and level surface.

The aerial device shall be capable of sustaining a static load 1-1/3 times its rated capacity in every position in which the aerial device can be placed when the vehicle is on a slope of 5 degrees downward in the direction most likely to cause overturning.

The controls shall be arranged so that the operator may view the stabilizers in motion. An audible alarm of not less than 87 dba at any position the stabilizer can be placed in shall sound when a stabilizer is moving.

The stabilizers shall be deployed in not more than 90 sec. from a stored position to the operating position.

All parts of the stabilizers that protrude beyond the body of the apparatus shall be striped or painted with reflective material so as to indicate a hazard or obstruction.

Stabilizers shall be provided with one or more red warning light(s) visible on the side of the vehicle where the stabilizer is located.

#### **AERIAL JACKS ALARM**

An Ecco DT500 alarm shall be audible when the aerial jacks have been deployed either in the short jack mode or in fully deployed operations.

#### **PEDESTAL CONTROLS FOR LADDER OPERATION**

An aerial ladder operator's position shall be provided on the apparatus so that the operator is not in contact with the ground. Sign(s) shall be placed to warn the operator(s) of electrocution hazards.

Indicating devices, suitably lighted, clearly marked, and conveniently arranged shall be visible from the operator's position to:

- (a) Indicate rungs are aligned for climbing
- (b) Indicate the alignment of the aerial ladder with the travel bed
- (c) Indicate elevation and capacity ratings or provide an equivalent load indicating system.

There shall be three pedestal controls located on the pedestal control tower, which shall be positioned on the turntable on the left side of the vehicle when the ladder is in the nested position.

The three pedestal controls shall control the functions of hoisting and lowering, extending and retracting, and rotation of the ladder sections. A guardrail shall be provided at the turntable pedestal control station to prevent personnel from accidentally falling off the vehicle.

The turntable pedestal controls shall be of the manual override type. The control valve employed is the proportional type, which shall allow feathering characteristics during any operation.

The pedestal control station shall have removable panels for access to the hydraulic lines, valves and electrical wiring. There shall also be a hinged cover at the top of the control station for additional access.

The pedestal control station shall be situated so the operator can easily observe the ladder while operating the controls.

Controls suitably lighted, clearly marked, and conveniently arranged shall be provided at the operator's position in order to:

- (a) Elevate and lower the aerial device
- (b) Extend and retract the aerial device
- (c) Rotate the aerial device in either direction
- (d) Operate intercom

The following additional items shall be mounted at the turntable pedestal control station:

- (a) On/off control switch for light to display control station for nighttime operation
- (b) On/off control switch for ladder lights, one light mounted on each side of the ladder
- (c) On/off control switch for high-speed control of the hydraulic system
- (d) A communication system with controls at both locations

Plaque displaying functions for pedestal ladder operation

### **INCLINOMETER**

An illuminated inclinometer shall be provided and mounted in plain view of the pedestal operator location.

### **CENTRALIZED LOCATION OF ALL GROUND CONTROLS**

All stabilizer jack controls, turntable pedestal controls and pump controls shall be located in one centralized area to:

- (a) Allow close proximity to all control stations of the truck.
- (b) Allow faster set up time for all operations of the truck.

## **SIGNS AND PLAQUES**

Legible, permanent signs that provide operational directions and warning and caution shall be installed in positions readily visible to the operator(s).

Operational direction signs shall describe the function of each control and provide operating instructions.

Warning and caution signs shall indicate hazards inherent in the operation of the aerial ladder. These hazards may include but not be limited to:

Electrical hazards involved where the aerial ladder does not provide protection to the personnel from contact with or near proximity to an electrically charged conductor.

Electrical hazards involved where the aerial ladder does not provide protection to ground personnel who may contact the vehicle when in contact with energized electrical conductors.

Hazards from stabilizer motion.

Hazards that may result from failure to follow manufacturer's operating instructions.

Identification signs shall disclose the following information relative to the aerial device:

1. Make
2. Model
3. Insulated or non-insulated
4. Serial Number
5. Date of manufacture
6. Rated load capacity
7. Rated vertical height
8. Rated horizontal reach
9. Maximum hydraulic system pressure, if applicable
10. Hydraulic oil requirements, if applicable

## **OPERATIONAL TEST**

After starting the engine, setting the jacks and transmitting power to the aerial, a complete cycle of the aerial operation shall be carried out as follows: With one person operating the machine from the control station, raise the aerial from the bedded position, rotate 90 degrees and extend to full height. This shall be completed in less than 150 seconds, smoothly without vibration.



## **AERIAL DEVICE TEST & CERTIFICATION**

The aerial device shall be tested and certified by Mistras Group, Inc., a third party independent testing agency. The aerial device shall be inspected and tested in accordance with the requirements of NFPA 1911, including all non-destructive testing (NDT) prior to being subjected to the tests defined in NFPA 1901. These tests shall include a stability test, horizontal load test, and an aerial device water system test.

## **QUALITY CONTROL**

The quality control program shall include 100 percent nondestructive testing of all critical structural components of the aerial ladder. The manufacturer shall determine the types of nondestructive testing (NDT) to be conducted. The procedures used for NDT shall comply with the appropriate standards defined in NFPA 1901 2016 Edition, section 19.22.5. All NDT procedures shall be fully documented with respect to extent of examination, method of testing, and inspection techniques. An ASNT Level II NDT technician certified in the test latest methods shall perform all testing. All NDT testing shall be done in accordance with the American Society for Nondestructive Testing SNT-TC-1A, Recommended Practice.

Certified welders under the guidelines of AWS D1.1, Structural Welding Code--Steel, and AWS D1.2, Structural Welding Code--Aluminum, shall perform Welds for all structural load-supporting elements.

## **WATERWAY**

The aerial waterway shall be constructed of heavy duty, light weight, telescopic, aluminum tubing. The water supply line shall come directly off the main pump discharge manifold and shall be piped through smooth high pressure piping without the use of 90 degree chicksan joints, to reduce friction loss. The water flow shall be controlled by a full flow ball valve to eliminate any possibility of water hammer on the waterway. The water shall be passed through a special 4" passage rotating swivel designed to also provide hydraulic passages and electrical circuits to the turntable.

Waterway piping immediately above the hydraulic swivel shall have one 90 degree elbow connected to a straight pipe attached to a reinforced stainless steel braided flex tube. There shall be no chicksan swivels or multiple bends or twists of the waterway pipe immediately above the hydraulic swivel, which would increase friction loss.

The base section of the waterway shall be a 5" minimum diameter and finish with a 3" diameter in the fifth section of the aerial. The base section shall completely enclose the first section of waterway, thereby protecting it from possible damage from buildings, roof cornices, etc. An automatic relief valve shall be provided in the waterway to eliminate any damage to the waterway by pressure shock or retracting the boom with the drain valve closed.

The waterway shall have the capability of flowing a maximum of 1250 gallons per minute.

### **POSITIONABLE WATERWAY**

The waterway shall have the capability of being secured to the fourth or fifth section of the aerial by means of a lever operated positive locking device. To further enhance the safety of personnel working near the aerial, a permanent stop shall be provided at the end of the ladder, to prevent the waterway from leaving the aerial device.

A simple locking pin system shall not be acceptable. NO EXCEPTIONS

### **AERIAL BOOM LIGHTING - 12 VOLT**

Four (4) Whelen Micro Pioneer lights will be provided to illuminate the aerial.

### **LADDER LIGHTING SYSTEM**

The climbing ladder shall be illuminated by FireTech FT-WL-2000-S-B 12V LED lights. The lights shall be spaced along the length of the boom to provide even lighting. The lights shall be activated by one (1) switch at the pump panel.

The color of the lights shall be red in color.

### **MONITOR/NOZZLE**

An Elkhart #7205 Cobra lightweight monitor shall be provided. It shall be attached to the end of the aerial with a 4-bolt flange. This monitor shall be capable of full flow of the aerial waterway up to 1500 G.P.M.

Positioning of the monitor shall be accomplished through electric controls located at the aerial tip, pump panel and hand held transmitter.

The monitor shall be equipped with the following:

- (1) Elkhart deluge tip. Model #181-A. 2-1/2" NST F X 2-1/4".
- (1) Elkhart stream straightner. Model # 282-A. 2-1/2" NST F X 2-1/2" NST M.

### **INTERCOM**

A Fire Research ACT Intercom model ICA900-112 two-way system shall be installed between the aerial operator's position and the monitor bracket. The intercom kit shall include two control modules, one that is

hands free and one that has a push-to-talk button, two speakers, and cables. The interconnection between control modules shall require two wires. The control modules shall have an LED volume display and push-button volume control. The hands free module shall constantly transmit to the other module unless the push-to-talk button is pressed.

The intercom shall be designed for exterior use. The control module shall be no more than 2 7/8" high by 5 1/8" wide by 1 7/8". The speaker shall be no more than 5 1/8" high by 5 1/8" wide by 1 1/2" deep. The power requirements for each control module with a speaker shall not exceed 1/2 amp at 12 VDC.

### **LIFTING RINGS**

A double lifting ring shall be attached to the last section of the aerial with two rings for the purpose of lifting a stokes basket. The capacity of the rings shall be 250 pounds each, for a total of 500 pounds, and any weight suspended from it shall be subtracted from the capacity of the aerial.

### **STOKES STORAGE BOX**

A storage box shall be attached to the side of the base section of the aerial for the storage of a Stokes style rescue stretcher. The box shall be constructed from smooth aluminum plate and shall be provided with a polished aluminum treadplate lid. The box shall be painted.

### **LADDER BEACON**

An amber colored beacon light shall be located at the tip of the aerial. It shall be controlled from a switch at the turntable pedestal.

### **CORROSION REDUCTION POLICY**

It is understood that fire apparatus will operate in harsh environments. The Sutphen Corporation has in place a formal corrosion reduction program and detailed assembly procedures, designed for reducing and eliminating the possibility of corrosion. A formal program following the processes as set forth in ASTM B117, and is described below.

#### Frame Rails

The chassis frame rails shall be coated with a high performance, two component, reinforced inorganic zinc rich primer with a proven cathodic protection makeup preferably Cathacoat 302HB. The surface shall be clean and free of all salts, chalk and oils prior to application. Were the primer has been broken during the frame assembly process the area shall be touch up to reestablish the seal. Prior to finish paint a second primer Devran 201 shall be applied. Once the assembly of the frame is complete and the second primer is

applied the entire assembly shall be covered with high quality top coat paint preferably Imron 5000 or equal.

#### Electro Plating

Steel and Iron brackets such as the pump module bracket shall be Zinc or cadmium plated to protect against corrosion. Plating shall be in accordance with ASTM B663.

#### Fasteners

In any area that a stainless steel screw or bolt head is to come in contact with aluminum or steel, painted or non-painted, the fastener shall have the underside of the head pre-coated with nylon. The nylon coating shall act as a barrier between the fastener head and the metal or painted surface.

Screw or bolt taped into the metal shall be pre-coated with a Threadlocker type material pre-applied on the threads.

When bolting together stainless steel the pan-head bolts with nylon coating under the head, a stainless washer with a rubber backing, and a Stover flange nut to secure the bolt, shall be utilized.

When mounting aluminum components such as a step to the apparatus body, stainless steel washers with rubber backing shall be used. All mounted components shall utilize barrier material between the two surfaces.

All rivet or huck type fasteners shall be of the same material being secured.

Whenever possible, holes shall be pre-drilled and taped when mounting components such as lights, steps, and hand rails prior to the paint process to reduce the corrosion opportunity. If a hole must be drilled into a previously painted surface, the paint barrier around the hole shall be re-established and a flange-type nutsert with a gasket under the flange shall be used.

When possible, the use of stainless trim screws shall be minimized. Structural tape and or adhesive shall be used were possible for mounting trim to the body or cab.

If a pre-treated screw or bolt is not available, hand applied Dynatex Boltlocker or Theadlocker shall be placed on the threads of the screw, bolt or nutsert. This will help seal threads from moisture and help prevent the fasteners from loosening. If lubricant is used when tapping the hole, the hole will be cleaned of lubricant and the shavings before applying.

#### Barrier Tape

Barrier tape shall be used on the backsides of all lights, trim pieces, or other components when bolting them to the apparatus; also when attaching stainless steel over an aluminum surface or when attaching aluminum treadplate to the stainless steel. All instances of dis-similar metals contacting each other require the addition of barrier tape between the metals where contact is made.

Before applying the tape, all metal surfaces shall be clean from oil or dirt with a 50/50 mix of alcohol and water or a similar solvent.

#### Gaskets

Gaskets shall be used under all snaps, loops and fasteners for such items as for hose bed covers. The paint seal shall be re-established around the mounting hole edges after drilling.

#### Rollup Doors

1 3/4" X 1/16" barrier tape shall be used on the frame opening to act as barrier between the aluminum door rail and the painted door opening surface.

#### Hinged Doors

Barrier tape shall be applied to the painted surface of the body and on the painted hinge side of the door.

#### Painting Steel

Steel shall be wiped of any oil residue, rust, and weld slag or smoke shall be removed. All surfaces shall be cleaned with solvent, primed, and then sprayed with a topcoat. After bolts are tightened to the proper torque, bolts shall be touched up with primer or cold galvanizing coating.

#### Mounting Emergency Lights and Options

All emergency lights, accessory mountings, Kussmaul covers, and 110 outlet boxes mounted to the body should be mounted with pre-coated Threadlocker and nylon under the head screws or bolts to minimize corrosion between dissimilar metals.

#### Electrical Grounding

Grounding straps shall be installed consisting of a minimum 2-gauge strap bolted to the chassis frame.

A ground cable from the cab to the right side frame rail

From the alternator to the right side frame rail

From the pump module frame to the right side truck frame.

Aerials: from the hydraulic and pump module framework.

From the pump mount to the truck frame rail.

From the body module to the right side truck frame.

Proper grounding will help eliminate grounding problems, and will reduce the possibility for electrolysis and corrosion to occur, as a result of impressed current be presented to the chassis. All electrical connection points shall be sprayed with electrical sealer as necessary.

#### SALT SPRAY TESTING

All fasteners and coatings have been chosen after extensive salt spray testing. Salt spray tests are used to confirm the relative resistance to corrosion of coated and uncoated metallic specimens, when exposed to a salt spray climate at an elevated temperature. Test specimens are placed in an enclosed chamber and exposed to a continuous indirect spray of neutral (pH 6.5 to 7.2) salt water solution, which falls-out on to the specimens at a rate of 1.0 to 2.0 ml/80cm<sup>2</sup>/hour, in a chamber temperature of +35C., steady state condition.

#### Method

Salt fog testing is performed by placing samples in a test cabinet that has been designed in accordance with Paragraph 4 (Apparatus) of ASTM B117 and operated in accordance with Paragraph 10 (Conditions) of ASTM B117.

A 5% salt solution, prepared by dissolving sodium chloride into water that meets the requirements of ASTM D1193 Specification for Reagent Water, Type IV is supplied to the chamber. At the time the samples are placed into test, the cabinet is pre-conditioned to the operating temperature of 35°C and fogging a 5% salt solution at the specified rate.

#### Orientation

The samples are placed at a 15-30 degree angle from vertical or tested in the "installed" position. This orientation allows the condensation to run down the specimens and minimizes condensation pooling. An important aspect of the test is the utilization of a free-falling mist, which uniformly settles on the test samples. This simulates a "real world" condition.

#### Test durations

Test durations are 500 hours, and the test cabinet will remain closed for the duration of the test.

### **PAINTING**

All exposed metal surfaces not chrome plated, polished stainless steel or bright aluminum tread plate shall be thoroughly cleaned and prepared for painting. All irregularities in painted surfaces shall be rubbed down and all seams shall be caulked before the application of the finish coat.

All removable items such as brackets, compartment doors, door hinges, trim, etc. shall be removed and painted separately to insure finish paint behind all mounted items. Body assemblies that cannot be finish painted after assembly shall be finish painted before assembly. Both aluminum and steel surfaces to be painted shall be primed with a two (2) component primer which is compatible with the finish coat. The apparatus shall be finish painted with a polyurethane base/clear system. "No Exception"

Utilizing the stainless steel body fabrication, the interior of all compartments, inside hose bed, and surrounding areas adjacent to compartments doors shall remain a #4 brushed stainless steel finish. This practice shall eliminate the possibility of paint chipping, and electrolysis of aluminum, which can cause corrosive action between dissimilar metals. The chassis, compartment doors, front and rear jack panels, and rear fender panels shall be painted the color indicated.

Prior to reassembly and reinstallation of lights, handrails, door hardware and any miscellaneous items, an isolation tape or gasket material shall be used to prevent damage to the finish painted surfaces. A nylon washer shall be installed under each acorn nut or metal screw that is fastened directly to a painted surface. The following paint process shall be utilized:

Surface Preparation:

1. Wash surface thoroughly with mild detergent.
2. Clean and de-grease with Prep-Sol 3812S.
3. Sand and feather edge using 400 grit or finer on a dual action sander.
4. Remove sanding dust with a cleaner compatible with polyurethane base coat/clear coat final finish.

Substrate treatment:

1. Use a Metal Conditioner followed with a Conversion Coating product.

Priming:

1. Use a priming 615S pretreatment.
2. Use a self etching primer applied to achieve a 1.5 mil dft minimum.
3. Use Prime N Seal sealer compatible with polyurethane base coat.

Color Coat:

1. Apply polyurethane base coat 1-2 mil dft minimum.

Clear coat:

1. Apply polyurethane clear coat 2 mil dft minimum.

**PAINT TWO TONE CAB**

The cab exterior surfaces shall be two (2) colors. The colors shall match the existing department apparatus.

**CAB PAINT BREAK LOCATION**

The paint break line shall be at the top of the grille with a swoop style design located on either side of the front grille.

**PAINTED FRAME**

The frame rails, fuel beam, and body subframe shall be painted glossy black.

**TEXTURED FRAME RAIL COATING**

The area of the frame rails where the pump module shall be located. Shall be applied with a textured coating that matches the frame rail color.

**TURNTABLE PAINT**

The turntable, side plates and lift cylinders shall be painted silver.

**AIR CONDITIONING CONDENSER**

The air conditioning condenser shall be painted to match the cab roof.

**LETTERING**

Up to One Hundred (100) 3" 22KT Gold laminate goldleaf letters, with left hand shading and right hand outline to equal 3-5/8" letter, shall be provided.

**EMBLEM**

The fire department emblems shall be provided on the cab doors in 22KT Gold laminate.

**STRIPING**

A 6" Scotchlite stripe (black) with a gold accent shall be provided across the front of the cab and along each side of the apparatus.

A corresponding 1" stripe (gold) shall be positioned above and below the 6" stripe.

**CHEVRON STRIPING, REAR BODY OUTBOARD, ORAFOL REFLEXITE**

The apparatus shall have 6" red and yellow reflective Orafol Reflexite Chevron style striping affixed to the outboard rear body panels. The striping will be set in a manner to have the effect of an inverted "V" shape. The stripe will travel low to high from the outside to the inside.



### **LADDER EGRESS**

The ladder egress section shall be stripe with lime/yellow Scotchlite brand reflective striping for ease of locating.

### **BOOM SIGN**

A boom sign, approximately 87" x 10", shall be provided on each side of the boom. The background of the boom sign shall be painted black and the lettering shall be red.

### **BOOM SIGN LETTERING**

Up to twenty (20) 8" 22KT Gold laminated goldleaf letters, with left hand shading and right hand outline to equal 8-5/8" letter, shall be provided on each boom sign.

"HARWICH" shall be on each sign with the FD patch/logo.

### **MISCELLANEOUS EQUIPMENT FURNISHED**

1 pt. touch-up paint

A bag of stainless steel nuts and bolts, as used in the construction of the apparatus.

### **WHEEL CHOCKS**

Two (2) Ziamatic #SAC-44 folding wheel chocks with SQCH-44H holders shall be provided. The wheel chocks shall be located in the L1 compartment to keep them clean and free of debris.

### **PIKE POLE STORAGE**

Three (3) storage tubes shall be recessed each side of the rear compartment for pike pole storage. A spring-loaded clip shall be installed near each tube to secure the head of a standard pike pole.

### **PIKE POLE MOUNTS**

The 10-foot NY Roof Hook shall be clip mounted in the fly section of the aerial.

### **PIKE POLE STORAGE**

There shall be two pike pole storage tubes provided on the driver's side upper body, between the 2-1/2" hose bed and the aerial. These tubes will store the 6-foot and the 8-foot NY Roof Hooks.

### **HOOKS-BOSTON RAKE**

The following Fire Hooks Unlimited products will be provided with the truck.

Boston Rake Hook

- (1) One BRH-6. 6-foot hook.
- (1) One BRH-8. 8-foot hook.
- (1) One BRH-12. 12-foot hook.

### **HOOKS-NY ROOF**

The following Fire Hooks Unlimited products will be provided with the truck.

New York Roof Hook w/steel shaft.

- (1) One RH-6. 6-foot hook.
- (1) One RH-8. 8-foot hook.
- (1) One RH-10. 10-foot hook.

### **OPERATION AND SERVICE MANUALS**

Complete "Operation and Service" manuals shall be supplied with the completed apparatus, one (1) printed copy and one (1) CD. Service manual instructions shall include service, maintenance and troubleshooting for major and minor components of the truck. The apparatus manufacturer shall supply part numbers for major components (i.e. Engine, Axles, Transmission, Pump, etc.). A table of contents, hydraulic, air brake and overall apparatus wiring schematics shall be included.

A video demonstration DVD on the operation of the truck shall be supplied with the manuals.

### **DELIVERY**

The custom built fire apparatus shall be driven from the manufacturing facility to the community by a factory trained delivery engineer who shall thoroughly demonstrate the complete apparatus operation and maintenance to the fire department designated personnel. Up to four (4) days of training will be provided by a factory authorized delivery engineer.

### **DEALER PREP/INSPECTION**

The apparatus dealer responsible for the sale of the Sutphen apparatus shall perform a pre-delivery inspection of the apparatus prior to the customer taking possession of the vehicle. This inspection allows for the dealer to record all applicable part and serial numbers for the apparatus so that service and parts can be easily facilitated during the service life of the vehicle. This inspection also allows for a second quality control check, prior to the apparatus being placed in service.

### **WARRANTIES**

The following warranties shall be supplied:

1. The apparatus shall be warranted to be free from mechanical defects in workmanship for a period of one (1) year. The apparatus shall be covered for parts and labor costs associated with repairs for a period one (1) year.
2. Life-time warranty on the frame
3. Ten (10) year warranty on paint
4. Ten (10) body structural warranty
5. Ten (10) year cab structural warranty
6. Two (2) year aerial mechanical warranty
7. Thirty (30) year aerial structural warranty
8. Manufacturers Warranties for all major components

Detailed warranty documents shall be included for complete coverage on each of these warranties.

### **MANUFACTURING & LOCATIONS**

The apparatus will be manufactured in facilities wholly owned and operated by the company. A complete stock of service parts, and service shall be provided on a 24 hours around the clock basis. The company shall maintain parts and service for a minimum period of twenty (20) years on each apparatus model manufactured.

### **DEALER PROVIDED EQUIPMENT/TOOL MOUNTING**

A \$7,000.00 allowance shall be provided for the local service center to provide equipment, mounting brackets and labor for installation. Mounting will take place after initial training and shall be at the direction of the Fire Department.

### **NFPA COMPLIANT PUMP TEST**

Included with the apparatus will be a NFPA compliant pump test. This will take place during the first year of service and completed by the local authorized service center.

### **AERIAL SERVICE CONTRACT**

Included with the apparatus will be a one (1) year aerial service contract. This contract will be completed one year after delivery by the local authorized service center.

### **ROTATION LIMITING SYSTEM**

An aerial rotation limiting system shall be provided to notify and prevent the operator from rotating the aerial into a restricted position due to a "short-set" outrigger configuration. The system shall enable the operator to place the aerial in a 180-degree rotation to the opposite side of the apparatus than that of the "short-set" outriggers only.

The aerial shall automatically slow down when it approaches the limit of rotation travel.

The system shall be capable of rotating the aerial two degrees past the centerline of the apparatus on the "short-set" side to enable bedding of the aerial within the travel support structure without system cutout. Audible warning alarms and LED indicators shall be provided to warn the operator they have reached the rotation limit and can also be used to assist with set-up and troubleshooting of the system.

### **SMART BOOM WARNING SYSTEM**

This system shall warn both audibly and visually of impending contact with either the cab or the body of the truck.

When in an area of impending contact, the system shall shift the aerial controls into a reduced speed "creep mode" but shall not limit travel of the aerial.

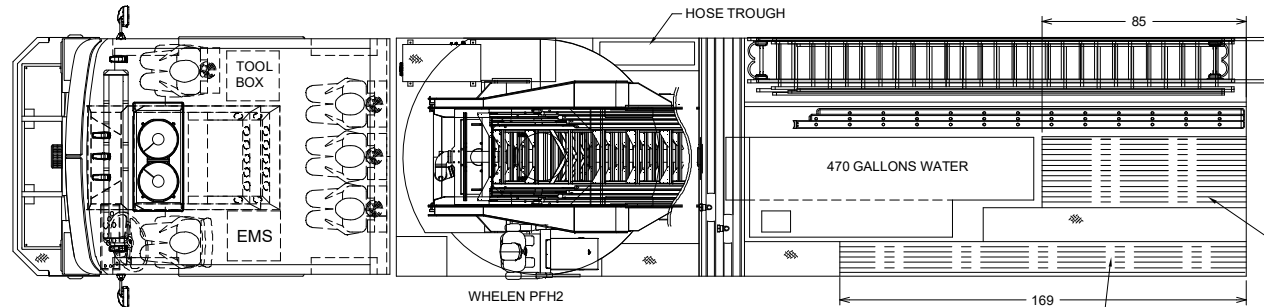
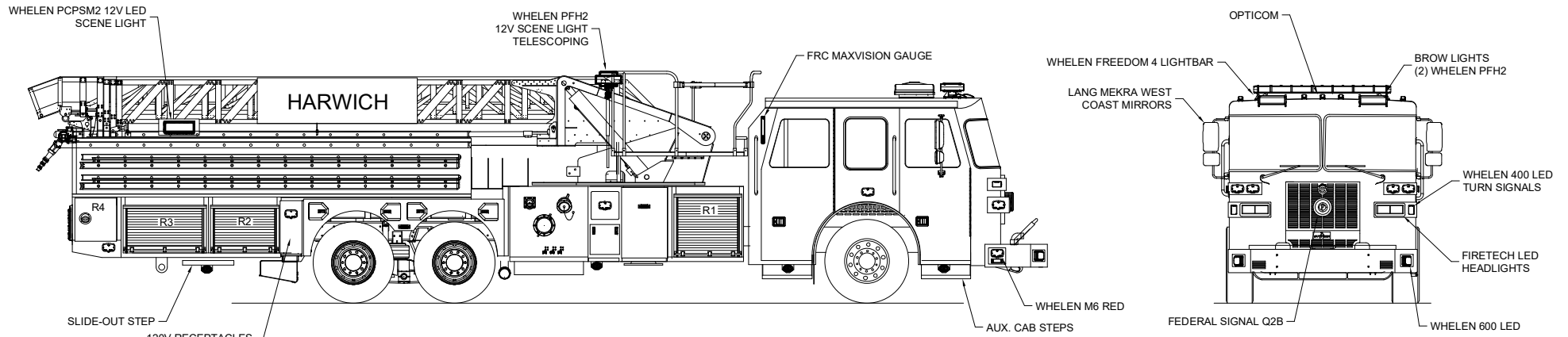
Both rotation interlock and the smart boom warning system shall display information on a visual LED information center mounted at the turntable control pedestal.

**WINDSHIELD WIPERS DEACTIVATED**

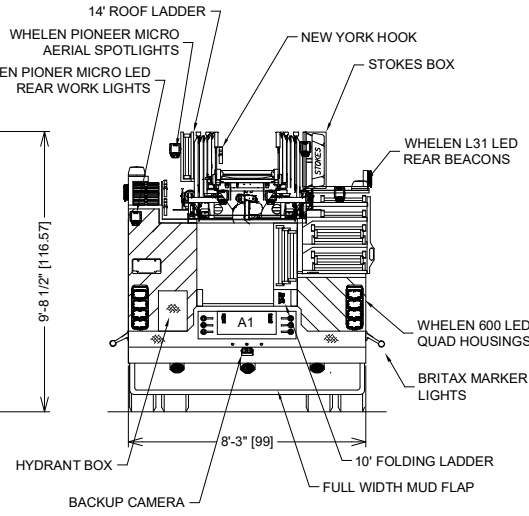
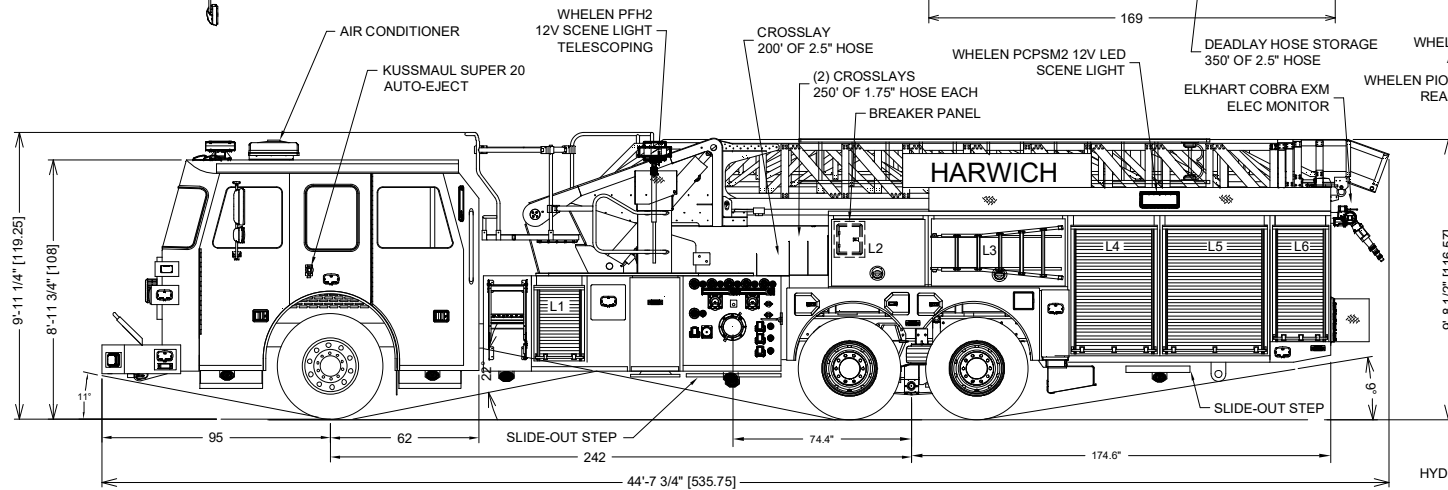
The windshield wipers shall be deactivated when the parking brake is engaged.

COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
L1	ROLL-UP	16.75"W x 18.75"H	23.25"W x 38.25"H x 26.50"D	13.64 CU. FT.
L2	HINGED	41.00"W x 24.00"H	49.50"W x 28.25"H x 12"D	9.71 CU. FT.
L3	HINGED	41.00"W x 24.00"H	49.50"W x 28.25"H x 12"D	9.71 CU. FT.
L4	ROLL-UP	31.25"W x 43.00"H	37.75"W x 52.50"H x 26.50"D	30.39 CU. FT.
L5	ROLL-UP	39.00"W x 43.00"H	45.50"W x 52.50"H x 26.50"D	36.63 CU. FT.
L6	ROLL-UP	16.00"W x 43.00"H	22.50"W x 42.25"H x 26.50"D	14.58 CU. FT.

COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
R1	ROLL-UP	34.25"W x 19.25"H	40.75"W x 28.75"H x 18.50"D (NOTCHED)	12.54 CU. FT.
R2	ROLL-UP	31.25"W x 43.00"H	37.75"W x 29.00"H x 26.50"D	16.78 CU. FT.
R3	ROLL-UP	39.00"W x 43.00"H	45.50"W x 29.00"H x 26.50"D	20.23 CU. FT.
R4	HINGED	18.50"W x 43.00"H	22.50"W x 24.00"H x 26.50"D	8.09 CU. FT.
A1	HINGED	25.00"W x 9.50"H	25.00"W x 9.50"H x 88.00"D	12.09 CU. FT.
TOTAL VOLUME				184.39 CU. FT.



- ALCO-LITE CUSTOM LADDER COMPLIMENT
- 10' FOLDING (HOSE BED CHUTE)
- 14' ROOF (AERIAL BASE SECTION)
- 16' ROOF, CUSTOM WIDTH (LADDER RACK)
- 16' ROOF, CUSTOM WIDTH (LADDER RACK)
- 18' ROOF (LADDER RACK)
- 18' ROOF (LADDER RACK)
- 28' 2-SECTION (LADDER RACK)
- 28' 2-SECTION (LADDER RACK)
- 38' 3-SECTION (HOSE BED CHUTE)



DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

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CUSTOMER APPROVAL

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

REV.	DESCRIPTION	BY	DATE

DRAWN BY: APF

DATE: 04/14/2021

MFG. FACILITY: HILLIARD

HARWICH FIRE DEPARTMENT  
HARWICH, CT  
SL100  
HS-XXXX



## PROPOSAL

**TO THE:**

Harwich Fire Department  
Attn: Chief David LeBlanc  
175 Sisson Ave  
Harwich, MA 02645

**DATE:** May 3, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

**One (1) Sutphen Heavy Duty 100' Mid-Mount Aerial Ladder (SL100) Complete and  
Delivered for the Total Sum of .....\$1,086,672.80**

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **12-14** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for forty-five (**45**) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

*Jim Lyons*

Jim Lyons  
Shipman's Fire Equipment Co., Inc.  
Authorized Representative for Sutphen Corporation



**SUTPHEN CORPORATION**

6450 Eiterman Road | Dublin, OH 43016 | 1-800-848-5860



**PURCHASE AGREEMENT**  
**FOR SUTPHEN FIRE APPARATUS**

THIS AGREEMENT, made and entered into this 19th day of May, 2021 by and between SUTPHEN CORPORATION of Dublin, Ohio, hereinafter called "SUTPHEN" and the Town of Harwich (Harwich Fire Department) of Harwich, Massachusetts, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment the total purchase price of One Million, Eighty-Six Thousand, Six Hundred Seventy-Two Dollars and Eighty Cents.  
(\$ 1,086,672.80) payable in full upon delivery.
3. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Harwich Fire Headquarters 175 Sisson Road Harwich, MA 02645 within approximately 11 - 13 months after the receipt and acceptance of this agreement at Sutphen's office, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.
4. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.
5. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. **DEFAULT:** In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser,



Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.
11. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION

By Jim Lyons - Shipman's Fire Equipment Co., Inc.  
Sales Representative

Accepted at office  
SUTPHEN CORPORATION  
6450 Eiterman Road  
Dublin, Ohio 43016

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

PURCHASER

THE Town of Harwich / Harwich Fire Dept.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

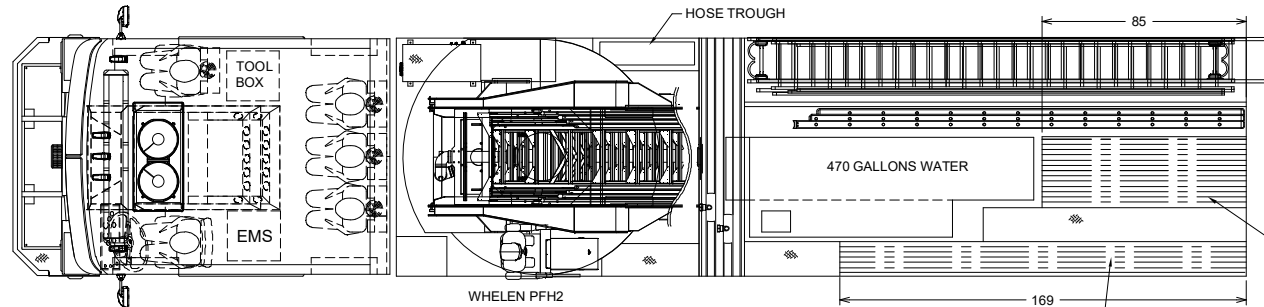
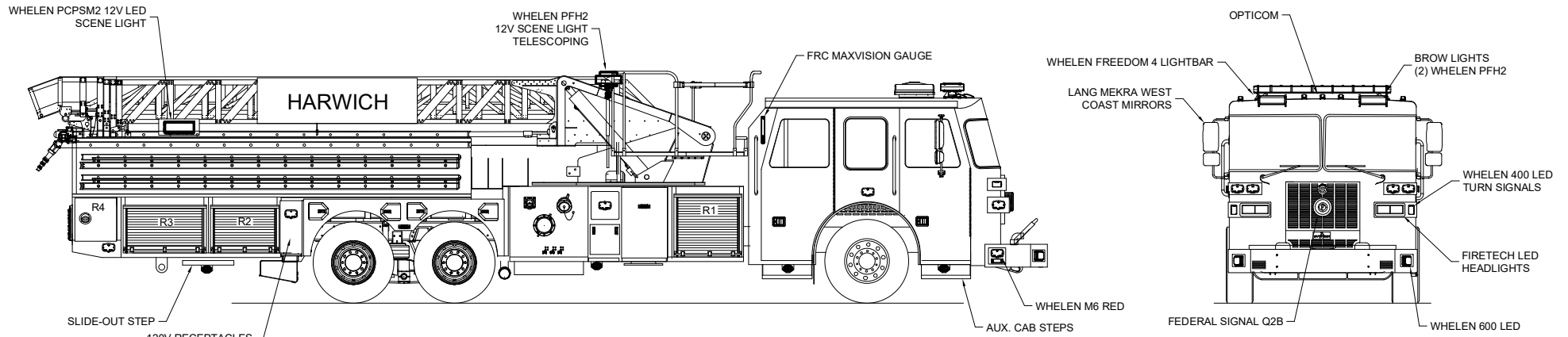
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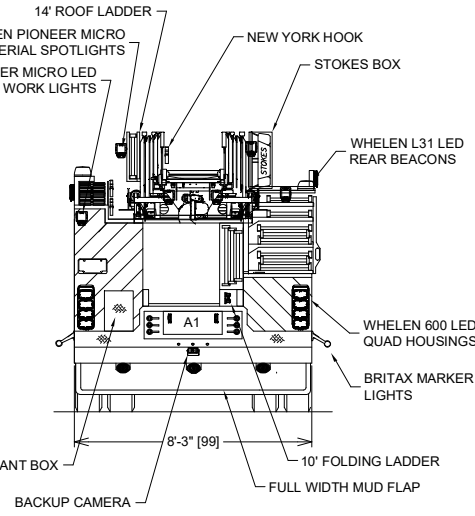
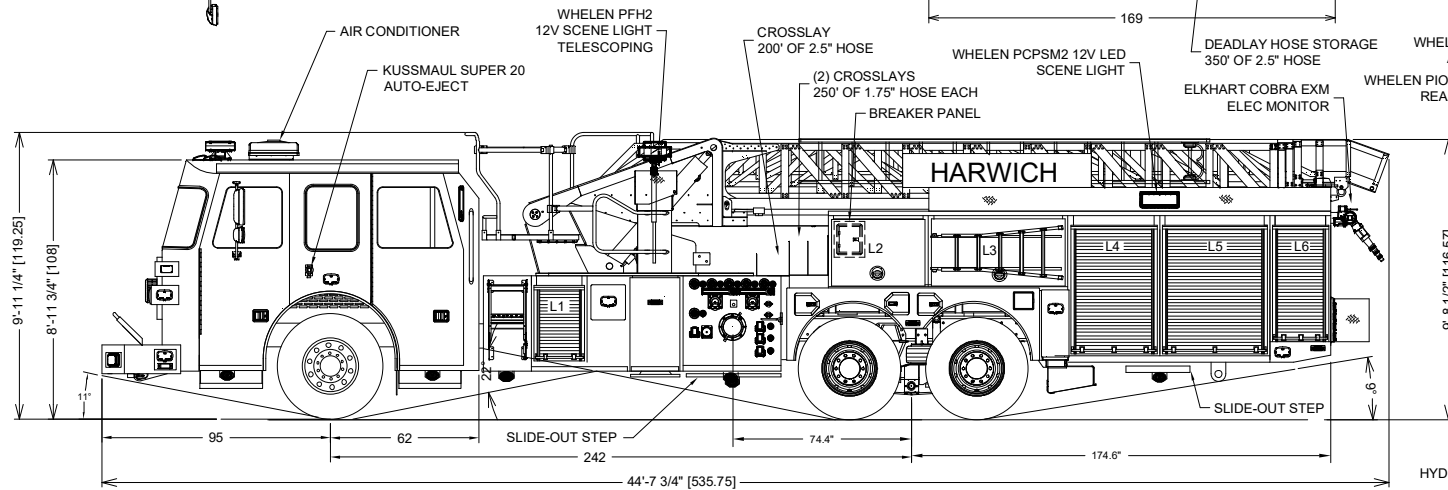
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CUSTOMER APPROVAL

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

REV.	DESCRIPTION	BY	DATE

DRAWN BY: APF

DATE: 04/14/2021

MFG. FACILITY: HILLIARD

HARWICH FIRE DEPARTMENT  
HARWICH, CT  
SL100  
HS-XXXX

**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  
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Boston Marine Insurance services, Inc - marine insurance coverage for Fiscal Year 2022 - \$97,089.00

Date: June 21, 2021

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This memorandum corresponds to *Contracts Agenda Item C. Discussion and possible vote - Boston Marine Insurance services, Inc - marine insurance coverage for Fiscal Year 2022 - \$97,089.00*

The contract with Boston Marine is for coverage of our municipals docks, marina, and vessels. The quote for the Marine Package policy is approximately 11% higher than the expiring policy as the insurance company has increase the rates and the total receipts increased approximately 5%. The renewal premium is \$92,466 up from \$88,310. The \$2 million excess policy also had a rate increase from \$4,595 to \$4,925. This 7% increase is due to the increased underling policy premium.

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

Cc: Joe Powers <jpowers@town.harwich.ma.us>; Michelle Morris <mmorris@town.harwich.ma.us>

Subject: 2021 Marine Insurance Renewal

June 21<sup>st</sup>  
BOS

John,

Attached is the Package renewal quote for the **Marine Package policy**. This quote is approximately 11% higher than the expiring policy as the insurance company has increased the rates and the total receipts increased by approximately 5%. **The renewal premium, if you exclude terrorism coverage, as you have in the past, is \$92,466 up from \$88,310.**

The \$2million excess policy also had a rate increase from \$4,595 to \$4,925. This 7% increase is due to the increased underlying policy premium.

**For me to renew I need you to sign and return page two of the package quote and the Excess Terrorism Form.** These are the terrorism rejection forms. The company will bill the Town directly. Last year it was set up for one payment.

Don't hesitate to let me know if you have any questions. I need the signed forms back by Tuesday, June 29th to avoid a lapse in coverage.

Thank you,

Paul

Paul R. Silva  
**Benson, Young & Downs Insurance Agency, LLC**  
PO Box 559, Provincetown, MA 02657  
Direct Line 508-487-8190  
508-487-0500 [www.BYandD.com](http://www.BYandD.com)



June 4, 2021

Paul Cullen  
Boston Marine Insurance Services

**RE: Town of Harwich  
B5JH55359**

Dear Paul,

We are pleased to offer the following renewal quote:

**Premium:**                                      **Excess Bailee Liability/P&I:**                                      **\$4,925.**

**Terrorism per attached.**

**Terms/Conditions:**                                      **As-Expiring, except the AIMU Communicable Disease  
Exclusion is added.**

We look forward to hearing from you by the July 1, 2021 expiration date to continue coverage.

Sincerely,

Russell Bond  
Assistant Regional Manager



## Welcome to Intact Insurance!

**We're excited to announce our new brand—Intact Insurance** (formerly OneBeacon Insurance Group). You may recall that we were acquired by Intact Financial Corporation in September 2017. We are now fully integrated and ready to introduce the Intact Insurance brand to the U.S.!

**You may be wondering what this means for our customers.**

### **What's changing: Our branding.**

- Brand name and logo
- Website: [intactspecialty.com](http://intactspecialty.com)  
(formerly [onebeacon.com](http://onebeacon.com) and [imu.com](http://imu.com))

### **What's staying the same: Same level of protection; same people; same service.**

No changes to:

- Insurance coverages, policy terms and conditions
- Underwriting companies issuing your insurance contract
- Service levels you are accustomed to
- Mailing addresses and phone numbers
- AM Best "A+" Superior rating

During the transition, you will continue to see the OneBeacon Insurance Group or International Marine Underwriters (IMU) name and logo on your insurance contract.

Please feel free to contact us with any questions you may have. We appreciate the opportunity to service your insurance needs.

*The Intact Insurance team*  
[customerservice@intactinsurance.com](mailto:customerservice@intactinsurance.com)

[www.intactspecialty.com](http://www.intactspecialty.com)

Insured Name and Address:  
TOWN OF HARWICH  
  
732 MAIN ST  
HARWICH, MA 02645-2717

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

Policy/Quote Number: JH55358  
Date: 07/01/2021

### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

#### ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is: \$4,623

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for the above premium.
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If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your producer. An exclusion of terrorism losses, as defined by the Act, will then be made part of your policy.


<input checked="" type="checkbox"/>	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the act.
-------------------------------------	--

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

  
\_\_\_\_\_  
Policyholder/Applicant's Signature

Atlantic Specialty Insurance Company  
\_\_\_\_\_

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Date:

If you have any questions about this notice, please contact your producer.





**ocean  
marine**

Renewal of: B5JH55358  
 Quote Number: 2747838-1  
 Date: 06/04/2021

Insurance Company  
 Atlantic Specialty Insurance Company  
 150 Royall Street  
 Canton, MA 02021

This proposal contains only a general description of the coverages and does not include all of the benefits and limitations found in the policy. The insurance policy itself, not this descriptive proposal, will form the contract between the insured and the insurance company.

## Proposal COMMERCIAL MARINE PACKAGE

**INSURED NAME AND ADDRESS**  
 TOWN OF HARWICH  
 732 MAIN ST  
 HARWICH, MA 02645-2717

**PRODUCER NAME AND ADDRESS (2003649)**  
 BOSTON MARINE INSURANCE SERVICES, INC.  
 250 COPELAND STREET, 2ND FLOOR  
 QUINCY, MA 02169

Policy Period: 12:01 AM July 01, 2021 to July 01, 2022

**Schedule of Covered Locations**

1.	Cove Road East Harwich, MA 026450000
2.	715 ROUTE 28 HARWICH PORT, MA 026461914
3.	343 Lower County Road Harwich, MA 026450000
4.	15 HARBOR WAY WEST HARWICH, MA 026711810
5.	157 ROUTE 28 WEST HARWICH, MA 026711221
6.	40 & 44 Harbor Road Harwich Port, MA 026460000
7.	Mooring Locations Harwich, etc., MA 111111111

**Description of Covered Operations**

Municipal Docks, Marina, Vessels

Coverage Section	Coverage Part	Covered/ Not Covered	Premium
<b>SECTION I - Commercial Marine Liability</b>			
Part I	Marine General Liability	Not Covered	
Part II	Protection & Indemnity	Covered	\$3,485
Part III	Bailee Liability	Covered	\$13,070
Part IV	Limited Pollution Liability	Covered	Included
<b>SECTION II - Hull Physical Damage</b>			
Part I	Hull Physical Damage	Covered	\$2,775
Part II	Hull Builders Risk	Not Covered	
<b>SECTION III - Property Physical Damage</b>			
Part I	Piers, Wharves & Docks	Covered	\$72,804
Part II	Mobile Equipment	Covered	\$332
Part III	Fixed Marine Property	Not Covered	
Part IV	Pollution Physical Damage	Not Covered	
<b>Additional Coverages</b>			
	PREMIUM		\$92,466
	TERRORISM	Covered	\$4,623
	CYBER SUITE	Not Covered	
	STATE SURCHARGE		



ocean  
marine

TOTAL

\$97,089.00



**ocean  
marine**

**SECTION I DECLARATIONS  
COMMERCIAL MARINE LIABILITY COVERAGES**

COMBINED SINGLE LIMITS / DEDUCTIBLE (applicable to all Section I Coverage Parts)	Limit/ Deductible
Each Occurrence	\$0
Products-Completed Operations Aggregate Limit	\$0
General Aggregate (other than Prod./Comp Ops)	\$0
Medical Payments Limit of Insurance	\$0
Damage to Premises Rented - Limit of Insurance	\$0
Combined Single Liability Deductible	\$0

**COVERAGE PART II - PROTECTION & INDEMNITY**

Description of Vessel(s):

Vessels	Year Built	Size	Type	# of Crew	Premium
-	2010	23'	North Coast Pumpout	0	Included
-	1972	16'	Boston Whaler Workboat	0	Included
-	2014	27'	Eastern Workboat	0	Included
-	2015	24'	Carolina Skiff Pumpout	0	Included

Subtotal Vessel Premium \$0

Endorsements	Premium
Bailee & Vessel Protection & Indemnity	\$3,485

Total P&I Premium \$3,485

**Navigation Area**

Coastal and inland tributary waters of MA not exceeding twenty-five (25) miles offshore.

**Note:**

(4) Roving Crew

**COVERAGE PART III - BAILEE LIABILITY**

Covered Operations
Municipal Docks, Marina

The premium charge for this coverage part is included in Section I Coverage Part 1 above.

Endorsements	Limit	Deductible	Premium
Bailee Liability	\$1,000,000	\$1,000	\$12,795
Bailee Limited Pollution Liability	\$1,000,000	\$1,000	\$275

Total Bailee Liability Premium \$13,070



COVERAGE PART IV - LIMITED POLLUTION LIABILITY

Coverage	Covered/ Not Covered	Premium
Coverage B - Watercraft - Owned	Covered	Included

Pollution Limit of Liability - Sub-Limit of Combined Single Limit \$0

Total Pollution Premium Included

Note:

Limited Pollution Liability Limit - Watercraft Owned - \$1,000,000
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**ocean  
marine**

**SECTION II DECLARATIONS  
HULL PHYSICAL DAMAGE COVERAGE**

**Coverage Part I - Vessel Hull Coverage**

Description of Vessel(s):

Name	Year Built	Type	Deductible	Amt Insured & Agreed Value	Rate	Premium
-	2010	North Coast Pumpout	\$1,000	\$64,600	1.0700	\$691
-	1972	Boston Whaler Workboat	\$1,000	\$5,750	1.0700	\$62
-	2014	Eastern Workboat	\$1,000	\$170,000	1.0700	\$1,819
-	2015	Carolina Skiff Pumpout	\$1,000	\$19,000	1.0700	\$203

Subtotal Vessel Premium

\$2,775

**Navigation Area**

Coastal and inland tributary waters of MA not exceeding twenty-five (25) miles offshore.

**Total Hull Premium**

**\$2,775**



**ocean  
marine**

**SECTION III DECLARATIONS  
PROPERTY PHYSICAL DAMAGE COVERAGE**

**COVERAGE PART I - PIERS, WHARVES, & DOCKS**

Valuation: Replacement Cost 90% coinsurance

Loc	Description	Insured Value	Base Rate	Deductible	Premium
1	Wood Docks - Description TBA	\$10,000	2.06%	\$1,000	\$206
2	Wood Docks - Description on file	\$5,740,826	1.03%	\$25,000	\$59,108
3	Wood Docks - Description TBA	\$172,000	1.29%	\$2,500	\$2,216
4	Wood Docks - Description TBA	\$87,500	1.29%	\$2,500	\$1,127
5	Wood Docks - Description TBA	\$87,500	1.29%	\$2,500	\$1,127
6	Wood Docks - Description TBA	\$700,000	1.29%	\$5,000	\$9,020

**Total Piers, Wharves, & Docks Premium**

**\$72,804**

**Note:**

Piers, Wharves & Docks Wind, Hail, Flood Deductibles:
Loc. 1 \$2,500
Loc. 2 \$50,000
Loc. 3 \$5,000
Loc. 4 \$5,000
Loc. 5 \$5,000
Loc. 6 \$10,000

**COVERAGE PART II - MOBILE EQUIPMENT**

Valuation: Actual Cash Value 80% coinsurance

Item	Description	Insured Value	Base Rate	Deductible	Premium
1	2010 Load Rite Trailer	\$4,500	2.14%	\$500	\$96
2	2013 Load Rite Trailer	\$2,500	2.14%	\$500	\$54
3	2016 Homemade Trailer	\$5,000	2.14%	\$500	\$107
4	2016 Load Rite Trailer	\$3,500	2.14%	\$500	\$75

**Total Equipment Premium**

**\$332**



## About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit: [intactspecialty.com](http://intactspecialty.com).

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit: [intactspecialty.ca](http://intactspecialty.ca) and for information about Intact Financial Corporation, visit: [intactfc.com](http://intactfc.com).

**ANIMAL  
RESCUE  
LEAGUE  
of BOSTON**



**AGREEMENT**

This Agreement made this first day of July, 2021 between the Town of Harwich, Massachusetts, hereinafter called the "Town," acting by its Selectmen pursuant to power vested by Section 151 of Chapter 140 of the General Laws, as amended, and the Animal Rescue League of Boston, hereinafter called "ARL", a charitable corporation organized and existing under the laws of the Commonwealth of Massachusetts exclusively for the purpose of protecting animals from cruelty, neglect or abuse.

1. ARL agrees that it will confine such stray and unlicensed dogs as may be delivered to it by an authorized agent of said Town at the ARL Animal Care & Adoption Center on Route 6A in Brewster for the legal impounding period as set forth in Chapter 140 of the General Laws, as amended, unless sooner reclaimed by the dog's owner or keeper. At the end of the legal impounding period, ARL will make such disposition as it deems appropriate for any dogs not so reclaimed.
2. The Town agrees to pay ARL at the rate of \$583.33 per month for a total of \$7,000 for services rendered by it as specified in Item One above. Such payments are to be made on a quarterly basis in the amount of \$1,750 each upon receipt of a bill for such services from ARL.
3. A person claiming an impounded stray dog shall pay ARL a fee of \$50 for the first day and \$25 per day thereafter for the care of such dog.
4. This Agreement shall continue in force for a period of one year from 12:01 A.M. on July 1, 2021 to 12:00 Midnight on June 30, 2022, unless sooner terminated by ARL giving notice to the Town, or the Town giving notice to ARL, of its intention to terminate this Agreement on a date which is specified in such notice, and which shall not be less than thirty (30) days after the date of sending of such notice.
5. During the term of this agreement ARL agrees to maintain insurance coverage in the following amounts:

General Comprehensive Liability

Bodily Injury

Not less than \$1,000,000 per occurrence  
or \$1,000,000 in the aggregate



Property Damage

Not less than \$1,000,000 per occurrence or \$1,000,000 in the aggregate

Workers' Compensation

Minimum limit of \$500,000

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

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

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

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

TOWN OF HARWICH

ANIMAL RESCUE LEAGUE of BOSTON

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Constance de Brun

Title: \_\_\_\_\_

Title: Chief Financial & Operating Officer

Date: \_\_\_\_\_

Date: 6/10/2021

APPROVED AS TO APPROPRIATION:

By: \_\_\_\_\_  
Town Accountant

Source: \_\_\_\_\_

## CERTIFICATE OF NON-COLLUSION

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



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Constance de Brun  
Chief Financial & Operating Officer  
Animal Rescue League of Boston  
6/10/2021

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## CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C, Section 49A of the Massachusetts General Laws, as amended, I Constance de Brun, Chief Financial & Operating Officer, authorized signatory for Animal Rescue League of Boston, whose principal place of business is at 10 Chandler Street, Boston MA 02116, do hereby certify under the pains and penalties of perjury that Animal Rescue League of Boston has complied with all laws of the Commonwealth relating to taxes.

ANIMAL RESCUE LEAGUE OF BOSTON  
Federal ID Number 04-2103714

By: 

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Constance de Brun  
Chief Financial & Operating Officer  
6/10/2021

**ACKNOWLEDGEMENT OF PRINCIPAL**

State of Massachusetts

County of Suffolk SS:

On this 10 day of June, 2021, before me personally came and appeared Constance de Brun to me known, who, being by me duly sworn, did depose and say to me that she resides at 204 Main St, Kingston MA 02364, that she is Chief Financial & Operating Officer of the Animal Rescue League of Boston, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that she signed her name thereto by like order.

  
\_\_\_\_\_  
Contractor's Signature

(SEAL)

  
\_\_\_\_\_  
Notary Public Signature

My Commission expires on: APRIL 6, 2023

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Cape & Islands Veterans Outreach Center**

This GRANT AGREEMENT made this \_\_\_\_\_ day of June, 2021, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and Cape & Islands Veterans Outreach Center (hereinafter, "CONTRACTOR"), having its usual place of business at: 247 Stevens Street, Hyannis, MA 02601:

**WITNESSETH:**

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, CONTRACTOR submitted a proposal for funding for purposes of pursuing affordable housing educational opportunities in Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the May 8, 2021 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 8, 2021, 2020 pursuant to Article 29(4) (the "Article") voted to appropriate Fifteen Thousand Dollars (\$15,000) from the Community Preservation Fund (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated October 30, 2020 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.
3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:
  - a) Notwithstanding CONTRACTOR'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L c.44B.
  - b) Every six months until the Completion Date, CONTRACTOR shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.
4. Contact. CONTRACTOR shall identify in writing a contact person responsible for the administration of the Project.
5. Funding. The TOWN shall reimburse CONTRACTOR for expenses incurred in accordance with this agreement once an invoice is presented with adequate supporting documentation. Invoices shall be sent directly to the Town Administrator and shall be processed net 45 days from receipt.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
7. Independent Status. CONTRACTOR acknowledges and agrees that it is acting in a capacity independent of the TOWN.
8. Indemnification. CONTRACTOR shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from CONTRACTOR's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of CONTRACTOR or its agents or employees.

9. Record Keeping. CONTRACTOR shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should CONTRACTOR have multiple funding sources, CONTRACTOR shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. CONTRACTOR further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. CONTRACTOR shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

11. Termination. This Grant Agreement shall terminate upon CONTRACTOR's final disbursement of all Project Funds. In the event that CONTRACTOR fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. CONTRACTOR or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and CONTRACTOR submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

TOWN OF HARWICH  
BOARD OF SELECTMEN

CAPE & ISLANDS VETERANS  
OUTREACH CENTER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DocuSigned by:  
*Joseph Taylor*  
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\_\_\_\_\_  
\_\_\_\_\_

TOWN OF HARWICH  
COMMUNITY PRESERVATION COMMITTEE

*David Nijm*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application # \_\_\_\_\_  
*For Administrative Use Only*

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE**  
**2020 CPA PROJECT FUNDING REQUEST APPLICATION**  
**FISCAL YEAR 2021-2022**

Submission Date: 10/30/2020

**APPLICANT INFORMATION**

**Applicant:** Cape and Islands Veterans Outreach Center

Town Committee, Board or Organization: Community Preservation Committee

Legal Mailing Address: 247 Stevens Street, Suite E, Hyannis, MA 02601

Phone: 508-778-1590 Email Address: adam@capeveterans.com

**Project Manager:** Adam Gracia, Director of Development

Legal Mailing Address: 247 Stevens Street, Suite E, Hyannis, MA 02601

Phone: 508-778-1590 Email Address: adam@capeveterans.com

**Second Contact Person:** Joseph Taylor, Executive Director

Legal Mailing Address: 247 Stevens Street, Suite E, Hyannis, MA 02601

Phone: 508-778-1590 Email Address: joe@capeveterans.com

**PROJECT INFORMATION**

PROJECT TITLE: Veterans Home in Dennis

PROJECT AMOUNT REQUESTED: \$25,000

PROJECT DESCRIPTION: See attached proposal

ESTIMATED START DATE: 3/1/2020

ESTIMATED COMPLETION DATE: 6/30/2021

**Three years from the release of funds (July 2021) funds may be rescinded automatically; waivers may be sought.**



**CPA CATEGORY**

**APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\***

- Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which the HDHC reviewed and endorsed this application.
- Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

**How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?**

Please see attached proposal

**How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?**

Please see attached proposal

**Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:**

<b><u>Commissions/Boards/Committees/Organizations</u></b>	Please have them initial here after their review
Town of Dennis CPC	DCPC
Town of Brewster CPC	BCPC
Town of Yarmouth CPC	
Town of Wellfleet CPC	
Town of Provincetown CPC	

**Describe their response, or provided written comments/input:**

The Dennis CPC has awarded \$200,000 toward this project. We are have pending presentations with Provincetown, Wellfleet and Yarmouth, have recently presented to Brewster in order to move our application to the Spring Town Meeting.

**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

**COST ESTIMATE(S):** \$ \$973,975

Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*

By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

Signature - Chief Executive Officer or Board Chair

Title



Executive Director

Printed Name Joseph Taylor

Date 10/30/2020

**APPLICATIONS MUST BE RECEIVED BY OCTOBER 30, 2020 NO LATER THAN 4 PM**  
Must submit eight (8) paper copies and if possible, a thumb drive (USB memory stick) containing a digital copy of the Application in a PDF file format.

# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

**TRUE COPY ATTEST:**

*Anita N. Doucette*

**TOWN CLERK OF  
HARWICH, MASS.**

## ANNUAL TOWN MEETING MAY 8, 2021

### COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

ARTICLE 29: To see if the Town will vote to appropriate from the Community Preservation Act Funds a sufficient sum of money to fund the items in the table below consistent with their respective applications, with each item considered a separate appropriation. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as specified in the chart below, and further authorize the Board of Selectmen to enter into grant agreements with the Cape & Islands Veterans Outreach Center and Community Development Partnership, and to act fully thereon. By request of the Community Preservation Committee. Estimated Cost: \$127,066

Item #	Project	Purpose	Amount	Appropriation Source
1	Old Colony Rail Trail Harwich/Chatham Town Border marker project	To delineate town boundaries along the Old Colony Rail Trail	\$1,000.00	Estimated annual revenue for FY 2022
2	Lower Cape Housing Institute	Ongoing support of the Cape Housing Institute	\$7,500.00	Community Housing Reserve
3	Crossing lights at Depot Road South	Ongoing effort to enhance safety through the Rail Trails	\$15,000.00	Estimated annual revenue for FY 2022
4	Veterans Home - Dennis, MA	Support the Cape & Islands Veterans Outreach Center's effort to creating housing; and to authorize the Board of	\$15,000.00	Estimated annual revenue for FY 2022

		Selectmen to enter into a grant agreement between the Town of Harwich and the Veteran's Outreach Center.		
5	Senior Memorial Field fencing project	Install new fencing at widely used softball field	\$40,181.00	Estimated annual revenue for FY 2022
6	Phase I of II for Veterans Memorial Circle at Evergreen Cemetery	Install flags, lighting and related electrical service	\$48,385.00	Estimated annual revenue for FY 2022
		<b>Total:</b>	<b>\$127,066.00</b>	

**FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-7, NO-0**

**ROLL CALL VOTES:**

**Finance Committee:**

To accept and adopt:

Yeas: 7 (seven): Mark Ameres, Mary Anderson, Jon Chorey, Dale Kennedy, Angelo LaMantia, Dan Tworek, Brian Weiner

Nays: 0 (zero): none

**Board of Selectmen:**

To accept and adopt:

Yeas: 4 (four): Larry Ballantine, Don Howell, Michael MacAskill, Ed McManus

Nays: 0 (zero): none

**Article 29: Community Preservation Activities under \$50,000**

**MOTION:** (Jon Chorey, Chairman – Finance Committee) I move that this article be accepted and adopted as printed in the chart under Article 29 in the warrant.

Duly seconded

The Moderator, Michael D. Ford, had stated that he had been apprised that the CPC committee was in support of this article, as presented to the Town Meeting.

**ACTION:** It was a unanimous vote, so declared

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Community Development Partnership**

This GRANT AGREEMENT made this \_\_\_\_\_ day of June, 2021, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and Cape Housing Institute (hereinafter, "INSTITUTE"), having its usual place of business at: 3 Main Street Mercantile, Unit 7, Eastham, MA 02642:

**WITNESSETH:**

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, INSTITUTE submitted a proposal for funding for purposes of pursuing affordable housing educational opportunities in Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the May 8, 2021 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 8, 2021, 2020 pursuant to Article 29(2) (the "Article") voted to appropriate Seven Thousand Five Hundred Dollars (\$7,500) from the Community Preservation Fund Community Housing Reserves Account (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the INSTITUTE agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated October 29, 2020 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.
3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:
  - a) Notwithstanding INSTITUTE'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L c.44B.
  - b) Every six months until the Completion Date, INSTITUTE shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.
4. Contact. INSTITUTE shall identify in writing a contact person responsible for the administration of the Project.
5. Funding. The TOWN shall pay the INSTITUTE the Funds within 30 days of the execution of this Grant Agreement. The INSTITUTE shall expend the funds in accordance with the sole purpose submitted in the APPLICATION.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
7. Independent Status. INSTITUTE acknowledges and agrees that it is acting in a capacity independent of the TOWN.
8. Indemnification. INSTITUTE shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from INSTITUTE's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of INSTITUTE or its agents or employees.
9. Record Keeping. INSTITUTE shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be

required by the TOWN. Should INSTITUTE have multiple funding sources, INSTITUTE shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. INSTITUTE further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. INSTITUTE shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

11. Termination. This Grant Agreement shall terminate upon INSTITUTE's final disbursement of all Project Funds. In the event that INSTITUTE fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to INSTITUTE. Upon receipt of such notice, INSTITUTE shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. INSTITUTE shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. INSTITUTE or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and INSTITUTE submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

TOWN OF HARWICH

BOARD OF SELECTMEN

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COMMUNITY DEVELOPMENT  
PARTNERSHIP

DocuSigned by:  
*Jay Coburn*  
80900TFA0FD6487...

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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

*David Myron*

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Application # CH5

*For Administrative Use Only*

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE  
2020 CPA PROJECT FUNDING REQUEST APPLICATION  
FISCAL YEAR 2021-2022**

Submission Date: 10/29/2020

**APPLICANT INFORMATION**

**Applicant:** Community Development Partnership

Town Committee, Board or Organization: Lower Cape Cod Community Development Corporation  
dba Community Development Partnership

Legal Mailing Address: 3 Main Street Mercantile, Unit 7, Eastham, MA 02642

Phone: 508-240-7873, ext 16 Email Address: jay@capecdp.org

**Project Manager:** Ann C. Robinson

Legal Mailing Address: 3 Main Street Mercantile, Unit 7, Eastham, MA 02642

Phone: 508-240-7873, ext 13 Email Address: ann@capecdp.org

**Second Contact Person:** Andrea Aldana

Legal Mailing Address: 3 Main Street Mercantile, Unit 7, Eastham, MA 02642

Phone: 508-240-7873, ext 10 Email Address: andrea@capecdp.org

**PROJECT INFORMATION**

PROJECT TITLE: Lower Cape Community Housing Institute

PROJECT AMOUNT REQUESTED: \$15,000 over two years; \$7,500 each year

PROJECT DESCRIPTION: The Lower Cape Housing Institute is a component of the Lower Cape Community Housing Partnership, a comprehensive response to insufficient affordable housing in Harwich and throughout the Lower Cape. The region's ability to respond to this housing crisis is hindered by land use policies that encourage sprawl and discourage smart growth oriented multi-family housing. Existing zoning has resulted in a housing mono-culture: over 80% of the Cape's housing is single family, detached homes on one acre lots. Local elected and appointed municipal officials, and town staff need training and technical assistance in the complexity of developing and managing housing that is affordable to year-round residents in order to address this situation.

**Lower Cape Housing Institute, Quarterly Peer Groups and Advanced Training**

For the past three years, the CDP has offered an annual Lower Cape Housing Institute (CHI) to educate at least 40 local elected and appointed officials from each town on the Lower Cape including the Town of Harwich. In 2017, seventy-two (72) Lower Cape officials attended, in 2018, fifty-four (54) Lower Cape officials attended and last year, fifty-eight (58) officials attended. Fifteen (15) Harwich officials have attended the Housing Institute over the past three years, several multiple years, representing 30% of the fifty (50) elected and appointed officials in the Town of Harwich that are eligible to attend. The fourth annual Lower Cape Housing Institute will be conducted by videoconferencing and will commence later this fall.

The training consists of a series of six workshops that equip officials with the basic knowledge and skills to support affordable housing development in their towns. In 2021, it will be held in a centralized location, by videoconferencing or a combination of both. Our collaboration with the Mass Housing Partnership (MHP) and the Cape Cod Commission to refine and deliver the curriculum will continue.

The Lower Cape Housing Institute covers a wide range of topics outlined in ATTACHMENT B. As a result of receiving training, Harwich will be better positioned to implement changes in zoning by-laws that support affordable housing development and ultimately increase the number of affordable units in Harwich's Subsidized Housing Inventory. Furthermore, Harwich will increase its utilization of Community Preservation Act funding for affordable housing and make optimal use of the town's newly established Affordable Housing Trust.

Peer Group Meetings are held quarterly on the Lower Cape and Outer Cape. These 2-hour meetings are open to Town staff involved in housing issues (i.e. Town managers, planners, housing specialists), elected and appointed officials and Housing Institute participants/graduates. The meetings provide an opportunity for the exchange of ideas and the development of regional solutions to address the Lower and Outer Cape's affordable housing crisis.

The Housing Institute is designed to provide participants with a comprehensive foundation of knowledge and skills to address affordable housing issues. However, many topics are covered only at a basic level. To provide more in-depth knowledge of issues such as affordable housing finance, zoning reform and development of community housing, quarterly trainings are offered on in-depth topics for elected and appointed officials and Housing Institute participants/graduates.

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ESTIMATED START DATE: July 1, 2021

ESTIMATED COMPLETION DATE: June 30, 2022

**Three years from the release of funds (July 2021) funds may be rescinded automatically;  
waivers may be sought.**

## CPA CATEGORY

### APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\*

- Open Space:** This application is for the "acquisition, preservation, rehabilitation and/or preservation of open space".
- Historic:** This application is for the "acquisition, preservation, rehabilitation and/or restoration of historic resources". Please provide the date on which the HDHC reviewed and endorsed this application.
- Community Housing:** This application is for the "acquisition, creation, preservation and/or support of community housing".
- Recreation:** This application is for the "acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use".

How does this project fit into Harwich's Local Comprehensive Plan and/or other Plan? As stated in the Town of Harwich's 2016 Housing Production Plan, a major goal of the HPP is to eventually meet the state's 10% affordability goal by creating 180 affordable units "over the next five (5) years." The following high priority goals taken from the 2016 Housing Production Plan will be directly supported by the Lower Cape Housing Institute to assist the Town of Harwich in meeting their 1-2-year implementation deadline.

#### *Capacity Building Strategies*

- Conduct ongoing educational campaign (public hearings, print media, events, etc.)
- Hire a part-time Housing Coordinator

In order to conduct successful educational campaigns, it is important to understand the most effective messaging related to affordable housing development. Session two will cover the importance of beginning education in the planning phase by sharing successful community engagement strategies used in Massachusetts. All sessions of the Housing Institute will unpack common myths about affordable housing and the most effective messaging strategies to counter these myths. Session three will discuss regionalism and the utility of sharing housing staff across towns to leverage limited resources and share solutions across the region.

#### *Zoning Strategies*

- Adopt a Motel Conversion By-law
- Integrate affordable housing in the Open Space Residential Development (OSRD) by-law
- Adopt inclusionary zoning
- Promote affordable housing in mixed-use development
- Modify the accessory apartment by-law
- Revise Local LIP Regulations and Procedures

The Lower Cape Housing Institute will dedicate an entire session to zoning and Open Space Residential Development. Understanding housing types as well as analyzing the housing stock that is missing in your town is critical to making informed decisions about the range of zoning tools available to meet production goals.

#### *Housing Production Strategies*

- Continue to make publicly-owned land available for affordable housing
- Continue to partner with developers
- Convert existing housing to long-term affordability

Session one will focus on understanding the complex financing required to develop affordable housing. Sessions 5 and 6 will cover the phases of development as they pertain to the town. Creating a compliant RFP is complicated and highly technical. The Lower Cape Housing Institute will assist municipal officials and staff in understanding the range of

moving parts involved in siting a project, making it economically feasible for developers and translating the community's needs into an RFP that complies with Chapter 30B. These key lessons will enable the Town of Harwich to develop strong RFPs that are attractive to developers, which will increase the likelihood that projects will be successful.

The Lower Cape Housing Institute will support the Town of Harwich in achieving each of these goals. The purpose of the Institute is to arm Harwich elected and appointed officials, and staff with the knowledge and skills necessary to increase the supply of affordable housing in its town. By definition, these units will add to Harwich's Subsidized Housing Inventory (SHI) thereby getting closer to meeting the Commonwealth's 10% affordability goal. However, the Institute will go further by teaching participants how to exceed this goal by planning for the future needs of town residents at all income levels. In sessions one and three, participants will learn about funding sources and municipal subsidies that can support these processes and attract high quality developments. Session three and four will provide alternatives to current zoning and case studies that demonstrate how the town can meet housing needs in a way that is appropriate for your town. Throughout the Institute, we will be focusing on reducing sprawl and protecting your open spaces by encouraging village housing close to infrastructure and amenities, which residents prefer.

**How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?** The lack of affordable housing on Cape Cod is a crisis that places considerable strain on year-round residents and impedes economic development in the region due to the lack of housing for the workforce. Affordable year-round rentals are in short supply, rental stock is limited due to the premium placed on high-priced summer vacation rentals, and lower-wage workers cannot afford market rate rents for year-round housing. In the US, 31% of housing units are occupied by renters, while on Cape Cod only 13% of housing units are available for year-round renters. Between 2010 and 2015, the Cape lost 3,800 year-round housing units while gaining 5,000 seasonal units. To meet current needs, the Cape Cod Commission estimates that the Lower Cape needs 1,100 new units of housing affordable to working families.

The Lower Cape Housing Institute will assist the Town of Harwich in responding to this crisis by supporting the creation of affordable housing in its town.

**Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:**

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review
Affordable Housing Trust	
Affordable Housing Committee	

**Describe their response, or provided written comments/input:**

Pending meetings

**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

**COST ESTIMATE(S):** \$ 143,000

Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*

By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

Signature - Chief Executive Officer or Board Chair

Title



Board Chair

Printed Name Matthew H. Cole

Date 10/30/20

**APPLICATIONS MUST BE RECEIVED BY OCTOBER 30, 2020 NO LATER THAN 4 PM**  
Must submit eight (8) paper copies and if possible, a thumb drive (USB memory stick) containing a digital copy of the Application in a PDF file format.

**2021-2022 Lower Cape Housing Institute Budget**

<b>Income</b>	<b>FY 2022</b>	<b>FY 2023</b>	
Cape & Islands Plate Fund*	\$73,000	\$73,000	
Provincetown CPC Funds	\$7,500	\$7,500	
Truro CPC Funds*	\$7,500	\$7,500	
Wellfleet CPC Funds	\$7,500	\$7,500	
Eastham CPC Funds	\$7,500	\$7,500	
Orleans CPC Funds	\$7,500	\$7,500	
Brewster CPC Funds*	\$7,500	\$7,500	
Harwich CPC Funds	\$7,500	\$7,500	
Chatham CPC Funds*	\$7,500	\$7,500	
Cape Cod Foundation	\$10,000	\$10,000	
<b>Total Income</b>	<b>\$143,000</b>	<b>\$143,000</b>	
<b>Expenses</b>			
Salaries & Benefits – Chief Program Officer @ 10%, Project Director @80%, Program Manager @ 60%, Fiscal Manager @ 10%	\$109,000	\$109,000	
Project Implementation - 10 training sessions at \$3,000/session to cover venue fees, speakers, travel, training materials, marketing & consultants	\$20,000	\$20,000	
Overhead (10%)	\$14,000	\$14,100	\$140,000
<b>Total Expenses</b>	<b>\$143,000</b>	<b>\$143,100</b>	
Surplus/Deficit	\$0		

\*Already committed for 2022

**ATTACHMENT B**

**CURRICULUM**

Session 1: Introduction to Housing

Session 2: Planning & Needs Assessment

Session 3: Zoning & Site Selection

Session 4: Financing 101 & Development

Session 5: Making the Case for Affordable Housing

Session 6: Developing an Action Plan

# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

TRUE COPY ATTEST  
Anita N. Doucette

TOWN CLERK OF  
HARWICH, MASS.

## ANNUAL TOWN MEETING MAY 8, 2021

### COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

ARTICLE 29: To see if the Town will vote to appropriate from the Community Preservation Act Funds a sufficient sum of money to fund the items in the table below consistent with their respective applications, with each item considered a separate appropriation. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as specified in the chart below, and further authorize the Board of Selectmen to enter into grant agreements with the Cape & Islands Veterans Outreach Center and Community Development Partnership, and to act fully thereon. By request of the Community Preservation Committee. Estimated Cost: \$127,066

Item #	Project	Purpose	Amount	Appropriation Source
1	Old Colony Rail Trail Harwich/Chatham Town Border marker project	To delineate town boundaries along the Old Colony Rail Trail	\$1,000.00	Estimated annual revenue for FY 2022
2	Lower Cape Housing Institute	Ongoing support of the Cape Housing Institute	\$7,500.00	Community Housing Reserve
3	Crossing lights at Depot Road South	Ongoing effort to enhance safety through the Rail Trails	\$15,000.00	Estimated annual revenue for FY 2022
4	Veterans Home - Dennis, MA	Support the Cape & Islands Veterans Outreach Center's effort to creating housing; and to authorize the Board of	\$15,000.00	Estimated annual revenue for FY 2022



		Selectmen to enter into a grant agreement between the Town of Harwich and the Veteran's Outreach Center.		
5	Senior Memorial Field fencing project	Install new fencing at widely used softball field	\$40,181.00	Estimated annual revenue for FY 2022
6	Phase I of II for Veterans Memorial Circle at Evergreen Cemetery	Install flags, lighting and related electrical service	\$48,385.00	Estimated annual revenue for FY 2022
		<b>Total:</b>	<b>\$127,066.00</b>	

**FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-7, NO-0**

**ROLL CALL VOTES:**

**Finance Committee:**

To accept and adopt:

Yeas: 7 (seven): Mark Ameres, Mary Anderson, Jon Chorey, Dale Kennedy, Angelo LaMantia, Dan Tworek, Brian Weiner

Nays: 0 (zero): none

**Board of Selectmen:**

To accept and adopt:

Yeas: 4 (four): Larry Ballantine, Don Howell, Michael MacAskill, Ed McManus

Nays: 0 (zero): none

**Article 29: Community Preservation Activities under \$50,000**

**MOTION:** (Jon Chorey, Chairman – Finance Committee) I move that this article be accepted and adopted as printed in the chart under Article 29 in the warrant.

Duly seconded

The Moderator, Michael D. Ford, had stated that he had been apprised that the CPC committee was in support of this article, as presented to the Town Meeting.

**ACTION:** It was a unanimous vote, so declared

**TOWN OF HARWICH, MASSACHUSETTS**

**COMMUNITY PRESERVATION ACT**

**GRANT AGREEMENT FOR**

**Harwich Affordable Housing Trust**

This GRANT AGREEMENT made this \_\_\_\_ day of June, 2021, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the “TOWN” or “Board of Selectmen”, as applicable), and the Town of Harwich Affordable Housing Trust, established pursuant to Chapter 44, Section 55C of the Massachusetts General Laws, and under Declaration of Trust recorded with the Barnstable Registry of Deeds in Book 31507, Page 299, #43476 (hereinafter, the “TRUST”), having its usual place of business at: Seven Thirty-Two Main Street, Harwich, MA 02645:

**WITNESSETH:**

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the “COMMITTEE”), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act (“CPA”), G.L. c.44B; and

WHEREAS, in response thereto, the TRUST submitted a proposal for funding for purposes of pursuing affordable housing opportunities in Harwich, hereinafter referred to as the “Project”, and the COMMITTEE reviewed and approved the Project and recommended that the May 8, 2021 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 8, 2021 pursuant to Article 33 (the “Article”) voted to appropriate Fifty Thousand Dollars (\$50,000) from the Community Preservation Fund Community Housing Reserves Account (the “Funds”); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the TRUST agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated October 30, 2021 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.

2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.

3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:

a) Notwithstanding the TRUST's bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L c.44B.

b) Every six months until the Completion Date, the TRUST shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.

c) No more than ten percent (10%) of Funds can be used for expenses related to the administration and operation of the TRUST.

d) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), under no circumstances shall the Funds be used to rehabilitate existing community housing units.

e) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), when creating community housing the TRUST shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.

f) Consistent with the provisions of M.G.L. c.44B Section 6, the Funds shall not replace existing TOWN operating funds nor reimburse the TOWN for services provided to the TRUST.

g) If the Funds are the sole funding source for the acquisition of real property, the property shall only be used for Community housing as defined in M.G.L. c.44B Section 2. In all other cases, the Funds may be used to cover a share of the project expenses proportionate to the part of the project that will qualify as Community housing as defined in M.G.L. c.44B Section 2. The TRUST shall track the cost of the allowable scope through a reasonable means of cost estimating, and only use the Funds for the allowable portion of the project cost.

4. Contact. The TRUST shall identify in writing a contact person responsible for the administration of the Project.

5. Restriction. With respect to any real property purchased using the Funds or housing created or preserved using the Funds, the TRUST shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. c.184 and G.L. c.44B, §12, and running to the benefit of the TOWN. The deed restrictions executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.
6. Funding. The TOWN shall pay the TRUST the Funds within 30 days of the execution of this Grant Agreement. The TRUST shall manage the Funds in accordance with its Declaration of Trust and related by-laws.
7. Liability of the TOWN. The TOWN's liability hereunder shall be to make the payment specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
8. Independent Status. The TRUST acknowledges and agrees that it is acting in a capacity independent of the TOWN.
9. Indemnification. The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the TRUST's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of the TRUST or its agents or employees.
10. Record Keeping. The TRUST shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should the TRUST have multiple funding sources, the TRUST shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. The TRUST further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.
11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The TRUST shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.
12. Termination. This Grant Agreement shall terminate upon the TRUST's final disbursement of all Project Funds and the delivery of copies of any restrictions recorded pursuant to paragraph 6 hereof. In the event that the TRUST fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the TRUST. Upon receipt of such notice, the TRUST shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. The TRUST shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. The TRUST or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the TRUST submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

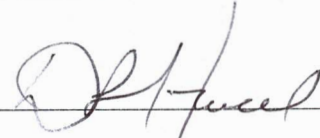
TOWN OF HARWICH

TOWN OF HARWICH

BOARD OF SELECTMEN

AFFORDABLE HOUSING TRUST

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TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

*David J. Meyer*

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**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE**  
**2020 CPA PROJECT FUNDING REQUEST APPLICATION**  
**FISCAL YEAR 2021-2022**

Submission Date: 10/30/20

**APPLICANT INFORMATION**

**Applicant:** Town of Harwich

Town Committee, Board or Organization: Harwich Affordable Housing Trust

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: (508) 430 - 7514 Email Address: dhowell@townofharwich.us

**Project Manager:** Don Howell, Chair of the Harwich Affordable Housing Trust

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: 508-430-7513 Email Address: dhowell@townofharwich.us

**Second Contact Person:** Pelinda Deegan

Legal Mailing Address: 732 Main Street, Harwich, MA 02645

Phone: (508) 240-7873 x15 Email Address: pelinda@capecdp.org

**PROJECT INFORMATION**

PROJECT TITLE: Funding for the Part-Time Housing Coordinator

PROJECT AMOUNT REQUESTED: \$50,000

**PROJECT DESCRIPTION:**

On September 26, 2020 the Town of Harwich voted to appropriate \$250,000 of Community Preservation Act funds to create and preserve affordable housing in the Town of Harwich in the amount of \$200,000 for the Trust and to fund a part-time Housing Coordinator in the amount of \$50,000.

The \$30,000 request for the Housing Coordinator increased to \$50,000 to anticipate increased work hours to engage in educational outreach and building public support, such as community forums, administer the Trust Facebook social media page, create marketing materials and engage in the Action Plan process.

## BACKGROUND:

The Trust is actively engaged in providing housing and a range of housing services for the residents of Harwich. The Trust is composed of five volunteer members that meets once a month, with the ability to explore projects and opportunities. The CPA request to fund a Part-Time Housing Coordinator Staff presents a cohesive presence in-between meetings, acts as a liaison between the town and town housing-related committees to coordinate efforts and Trust activities.

ESTIMATED START DATE: July 2021, when the additional funds would be available

ESTIMATED COMPLETION DATE: The intent is for this to be an ongoing project

Three years from the release of funds (July 2021) funds may be rescinded automatically; waivers may be sought.

## CPA CATEGORY

### APPLICANTS PLEASE TAKE NOTE \*\*please check boxes for all that apply\*\*

- Open Space:** This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.
- Historic:** This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. Please provide the date on which the HDHC reviewed and endorsed this application.
- ★ **Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

### **How does this project fit into Harwich’s Local Comprehensive Plan and/or other Plan?**

The Local Comprehensive Plan, the Housing Production Plan and the Cape Cod Commission’s Regional Policy Plan all highlight the dire need to promote and create affordable housing. The best way to reach the State’s mandate 10% goal is to use a range of housing strategies. Increasing the Affordable Housing Trust’s capacity to acquire land and support housing initiatives, along with hiring a part-time Housing Coordinator would increase and expedite the ability to allow the Town to create affordable housing. Please see Attachment A for additional information.

### **How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?**

The state of Massachusetts requires each community to have at least 10% of their housing stock be restricted as affordable. Currently, Harwich’s level of affordable housing is 5.40%. Please see Attachment B for additional information.

The Affordable Housing Trust’s mission and on-going projects will support a vital community by working towards creating sustainable housing solutions, both rentals and homeownership.



Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:

*Please note that this will be provided as required by 12/1/2020*

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review
Board of Selectmen	
Affordable Housing Committee	
Conservation Committee	
Real Estate Open Space Committee	
Finance Committee	

**Describe their response, or provided written comments/input:**

**PROJECT BUDGET:** Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

Program	Housing Coordinator Office Hours	Funding Requested
<b>Part-Time Housing Coordinator</b>	<ul style="list-style-type: none"> <li>• Refer residents to housing providers, housing services and housing programs and resources</li> <li>• Provide support to town housing-related committees: attend meetings, manage follow-up tasks, develop materials and documents for Trust meetings</li> <li>• Monitor town's SHI: resales and preservation</li> <li>• Identify and procure consultants as needed</li> </ul>	\$30,000
	<b>Community Engagement &amp; Outreach Activities</b>	<b>Funding Requested</b>
	<ul style="list-style-type: none"> <li>• Educational Outreach               <ul style="list-style-type: none"> <li>○ Plan and design: gather information, define audience, identify stakeholders and partnerships</li> <li>○ Marketing: develop and create flyers, manage social media</li> </ul> </li> <li>• Facilitate alignment among town officials regarding project goals and progress to date               <ul style="list-style-type: none"> <li>○ Conduct Outreach to town boards &amp; committees</li> <li>○ Hold joint meeting to ensure that all municipal bodies understand current status of the project and get their</li> </ul> </li> </ul>	\$20,000

feedback on who to engage in CE process

- Community Engagement
  - Community forums
  - Conduct Outreach
  - Content: provide overview of housing needs, housing production goals & strategies
  - Provide update on site work done to date
  - Provide forum for clarification of information

**COST ESTIMATE(S):** \$50,000

Attach cost estimates or firm quotes (if available) for all projects.

**LAND and/or BUILDING ACQUISITION PROJECTS:** The following **must** also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

\*\*\*\*\*

By signing below, the Applicant represents and warrants that all the information included is true and correct to the best of the signer's knowledge and belief. Further, the Applicant acknowledges in the event that the Community Preservation Committee agrees to grant funds to Applicant (and subject to Town Meeting approval), this application together with any Terms and Conditions shall constitute a binding agreement, between the Applicant and the Community Preservation Committee. Further, Applicant acknowledges and agrees to execute any additional grant agreements should the Community Preservation Committee so request.

**ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

**Signature - Chief Executive Officer or Board Chair**

**Title**



Trust Chair

**Printed Name** Donald F Howell

**Date** 10/30/20

**APPLICATIONS MUST BE RECEIVED BY OCTOBER 30, 2020 NO LATER THAN 4 PM**

**Must submit eight (8) paper copies and if possible, a thumb drive (USB memory stick) containing a digital copy of the Application in a PDF file format.**

# Town of

Anita N. Doucette, MMC/CMMC  
Town Clerk



# Harwich

732 Main Street  
Harwich, Massachusetts 02645  
Tel. 508-430-7516

**A TRUE COPY ATTEST:**

*Anita N. Doucette*

**TOWN CLERK OF  
HARWICH, MASS.**

## ANNUAL TOWN MEETING MAY 8, 2021

### FUND A PART-TIME HOUSING COORDINATOR

ARTICLE 32: To see if the Town will vote to appropriate from Community Preservation Act Funds - \$50,000.00 from the estimated annual revenue for Fiscal Year 2022 to fund the Harwich Affordable Housing Trust Housing Coordinator. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Housing Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Affordable Housing Trust. Estimated Cost: \$50,000.00.

*Explanation: Annual request to fund a part-time housing coordinator to support the Affordable Housing Trust.*

**FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-4, NO-1**

### **ROLL CALL VOTES:**

#### Finance Committee:

To accept and adopt:

Yeas: 4 (number): Jon Chorey, Dan Tworek, Mary Anderson, Brian Weiner

Nays: 1 (one): Angelo LaMantia

#### Board of Selectmen:

To accept and adopt:

Yeas: 4 (four): Larry Ballantine, Don Howell, Michael MacAskill, Ed McManus

Nays: 0 (zero): none

### Article 32: Fund a Part-Time Housing Coordinator

**MOTION:** (Jon Chorey, Chairman – Finance Committee) I move that this article be accepted and adopted as printed in the warrant. Duly seconded

**The Moderator, Michael D. Ford, had stated that he had been apprised that the CPC committee was in support of this article, as presented to the Town Meeting.**

**ACTION:** It was a unanimous vote, so declared.

# Memo

**To:** Harwich Board of Selectmen  
**From:** Harwich Board of Health  
**CC:** Visiting Nurse Association  
**Date:** June 15, 2021  
**Re:** FY22 VNA Contract

*Pamela B. Howell*

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Enclosed please find 2 originals of the proposed VNA contract for FY22. The contract has been reviewed by the Chair of the Board of Health with a recommendation to forward to the Board of Selectmen for authorization. The amount of \$4,000 has been appropriated in the FY22 budget for this purpose. The Chairman's signature is required to approve this document with an original to be sent to the Town Accountant and VNA with a copy forwarded to the Board of Health.

The customary services performed under this contract are providing staff and medical direction for clinics; monthly childhood immunization clinics; childhood lead screening services; homebound patient/discharge patient evaluation for services; communicable disease investigation and a variety of education and screening services.

Kindly contact the Health Director should you require any further information on this matter.



# VISITING NURSE ASSOCIATION OF CAPE COD

Member Cape Cod Healthcare

**TEC.**

**Hyannis - Main Office**  
255 Independence Drive  
Hyannis, MA 02601

**Falmouth**  
67 Ter Heun Drive  
Falmouth, MA 02540

**Hospice and Palliative Care**  
434 Route 134  
S. Dennis, MA 02660

**Public Health & Wellness**  
434 Route 134, D3  
South Dennis, MA 02660

**Private Services**  
255 Independence Drive  
Hyannis, MA 02601  
67 Ter Heun Drive  
Falmouth, MA 02540  
57 Obery Street, Unit 3  
Plymouth, MA 02360

**Philanthropy**  
P.O. Box 370  
Hyannis, MA 02601

**Tradewinds Adult Day Health**  
290 Route 130, Box 6  
Sandwich, MA 02563

**Compass Adult Day Health**  
One Auston Rd., Unit F  
E. Harwich, MA 02645

**Child Care Center**  
67B Ter Heun Drive  
Falmouth, MA 02540

**Volunteer Services**  
434 Route 134  
S. Dennis, MA 02660

**Medicare/Medicaid Certified  
Joint Commission Accredited**

The VNA is a not-for-profit agency.

May 4, 2021

Kathleen O'neill, Health Director  
Harwich Health Department  
732 Main Street  
Harwich, MA 02645

RE: VNA/Town of Harwich Contract- FY 2022

Dear Katie:

Enclosed you will find 2 copies of the FY 2022 Public Health Nursing Contract. Please return 1 signed copy in the enclosed envelope. We've enjoyed working with you and look forward to serving your community in the coming year.

Sincerely,

Meg Payne, MBA

Public Health and Wellness  
Operations Manager





## VISITING NURSE ASSOCIATION

Member Cape Cod Healthcare

This agreement (the "Agreement") is made between the **Visiting Nurse Association of Cape Cod, Inc.** (the "Agency"), a private non-profit corporation operating in accordance with the recommended standards and procedures of the Massachusetts Department of Public Health, with a place of business at 255 Independence Drive, Hyannis, MA. 02601, and the **Town of Harwich** through the **Harwich Board of Health** (the "Town").

**WHEREAS**, the Agency is in the business of providing public health care services; and

**WHEREAS**, the Agency is a licensed visiting nurse association that provides services to patients in patient's homes; and

**WHEREAS**, the Town wishes to obtain the benefit of the Agency's nursing and wellness services for the residents of the Town.

**NOW THEREFORE**, in consideration of these premises, the parties hereto agree as follows:

### **A. DUTIES OF THE AGENCY**

1. The Agency shall furnish such services as recommended by the Town consistent with the recommended practices of the Massachusetts Department of Public Health and the Visiting Nurse Association of Cape Cod, Inc. These services will generally include:
  - a) Maternal and Child Health Services to include: visits to newborns and mothers on referral with follow-up home visits according to adjudged need; office visits for the purpose of childhood immunization; and social work assessment visits to families with identified needs. Maternal and Child Health visits are not to exceed three (3) visits per admission in a calendar year per individual without the Town's approval.<sup>1</sup>
  - b) Health Promotion: health and wellness teaching in relation to both physical and mental health for all age groups. Immunization clinics held as necessary for children and adults.
  - c) Communicable Disease Surveillance and follow-up investigation including immunization clinics as deemed necessary by MADPH and Harwich BOH. TB contact testing; DOT; Public Health Nursing Case-management in cooperation with MADPH TB surveillance and Epidemiology

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<sup>1</sup> In instances where services are necessary for a longer duration and no means of Third Party Payment are available, the case will be referred to the Health Director to assess the Town's commitment to continued services or VNA referral to other appropriate sources.



2. Supplies or Equipment: The Agency will provide the required perishable supplies for all Public Health Services provided to the Town by the Agency as a part of the approved appropriation.
3. The Agency shall maintain licensing/accreditation/certification.
4. The Agency shall invoice the Town monthly for services performed with a statement detailing the type of services performed.

#### **B. DUTIES OF THE TOWN**

1. The Town agrees to give the Agency as much advance notice as possible of the Services and Supplies that residents served pursuant to this Agreement may require.
2. The Town will provide assistance to the Agency in carrying out recommended Board of Health programs and policies.
3. The Town will pay the Agency for approved services and supplies rendered to residents of the Town in accordance with the charges detailed in the attached Addendum A within thirty (30) days of receipt of invoice.

#### **C. MUTUAL DUTIES/AGREEMENTS**

1. The amount of time provided for the services to the Town will be adjusted so that the charges for these services will not exceed the appropriation for these services. The Appropriation for July 1, 2021 through June 30, 2022 is \$4,000.00 as defined in Addendum A. All individual records will be maintained in The Agency's office and will be available for review by the Town.
2. Services performed by the Agency will be for Town residents only. Referrals may come from town residents or a party related to the resident including but not limited to the Town.
3. The Agency and The Town shall each maintain or cause to be maintained at no expense to the other, professional malpractice and general liability insurance for itself and its employees, in form and substance acceptable to the other, and in amounts customary to the nature of each party's obligations hereunder. Upon request, each party shall furnish to the other a current certificate of insurance. Each party shall provide the other with thirty (30) days advance written notice of any proposed alteration, non-renewal, or cancellation of insurance required hereunder. Each party shall promptly notify the other of any claim or suit alleged to arise out of any activity or activities undertaken pursuant to this Agreement.
4. The Town shall indemnify and hold harmless the Agency, its officers, director, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability

incurred by the Agency that are caused by the negligence of the Town, its employees, or its independent contractors (with the exception of the Agency) occurring in connection with the subject matter of this Agreement.

5. The Agency shall indemnify and hold harmless the Town and its partners, officers, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by the Town that are caused by the negligence of the Agency, its employees, or its independent contractors occurring in connection with the subject matter of this Agreement.
6. It is expressly understood and agreed that this Agreement does not intend and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Town and the Agency, but rather, is an agreement by and between the Town and the Agency as independent contractors.
7. This Agreement will terminate upon the occurrence of any of the following events, whichever transpires first:
  - a. One year from date herein.
  - b. Depletion of the allocated funds.
  - c. By either party upon sixty (60) days written advance notice.

#### **D. MISCELLANEOUS**

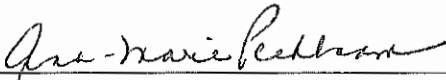
1. Any notice required to be given hereunder shall be provided by registered or certified mail, postage prepaid, addressed to the parties at the respective addresses stated at the beginning of this Agreement or such other person or address as either party may from time to time designate by written notice to the other party. Notice shall be deemed given when deposited with the United States mails in accordance with the provisions of the preceding sentence.
2. This Agreement shall be deemed to have been entered into in the Commonwealth of Massachusetts and its interpretation, construction, and enforcement shall be determined pursuant to the laws of that Commonwealth.
3. If a court of competent jurisdiction holds any provision of this Agreement in violation of any applicable law, the remaining provisions shall be enforced and remain in full force and effect to the extent they are not unlawful or unenforceable.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement and all rights under it shall be assignable by either party only with the prior written consent of the other party.
5. Captions contained in this Agreement are inserted only as a matter of convenience and

in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.

6. Where appropriate, references in the plural shall be construed as being in the singular and references in the singular as being in the plural.

**IN WITNESS WHEREOF**, authorized representatives of the parties have signed this Agreement.

**VISITING NURSE ASSOCIATION  
OF CAPE COD**



**Ann-Marie Peckham/President  
Visiting Nurse Association of Cape Cod**

4 | 30 | 21

**Date**

Michael MacAskill, Chair  
Harwich Board of Selectmen

**Date**





## VISITING NURSE ASSOCIATION

Member Cape Cod Healthcare

### MISSION

To coordinate and deliver the highest quality, accessible health services which enhance the health of all Cape Cod residents and visitors.

### VISION

We will be the health services provider of choice for Cape Cod residents by achieving and maintaining the highest standards in health care delivery and service quality. To do so, we will partner with other health and human service providers as well as invest in needed medical technologies, human resources and clinical services. Above all, we will help identify and respond to the needs of our community.

### VALUES

To be compassionate, respectful, and professional in the way we deliver care.

To be relentless in pursuing continuous quality improvement, emphasizing the power of teamwork.

To be honest, ethical, and open in all our relationships.

To be responsible stewards of the community's resources by working efficiently and cost effectively.

To serve all without regard to sex, race, creed, residence, national origin, sexual orientation, or ability to pay.

DATE: April 30, 2021

**CERTIFICATE OF COVERAGE**

<b>PRODUCER</b>  N/A	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED TO THE COVERED PERSON.
	PROGRAMS/COMPANIES AFFORDING COVERAGE
	<b>PROGRAM/COMPANY</b> A CAPE COD HEALTHCARE, INC. SELF INSURANCE PROGRAM

<b>COVERED PERSON</b> VNA of Cape Cod, An insured affiliate of Cape Cod Healthcare, Inc. 88 Lewis Bay Road Hyannis, MA 02601	<b>COMPANY</b> B N/A
	<b>COMPANY</b> C N/A
	<b>COMPANY</b> D N/A
	(Empty space for additional company information)

**COVERAGE**

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE COVERED PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES OR OTHER EVIDENCE OF SUCH COVERAGE, ON FILE AT INSURANCE OFFICE OF CAPE COD HEALTHCARE, INC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

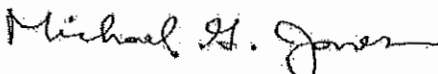
CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL & PROFESSIONAL LIABILITY	**060121	06/01/21	06/01/22	NOT TO EXCEED*: \$2,000,000 EACH INCIDENT \$6,000,000 AGGREGATE

\*/ In the event of any conflict between limits shown on this certificate and the limits to be afforded under certificate holder's contract with the Covered Person, the lesser of the two limits applies.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

Evidence of General and Professional Liability Insurance.

\*\*The specific policy terms of the CAPE COD HEALTHCARE, INC. SELF-INSURANCE PROGRAM are found in the policy issued to Cape Cod Healthcare, Inc. by its wholly-owned Cayman Islands captive insurance company, the Cape Health Insurance Company ("CHICO").

<b>CERTIFICATE-HOLDER</b>  Town of Harwich Town Administrator 732 Main Street Harwich, MA 02645	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE HERETO, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE:  Michael G. Jones Senior VP & Chief Legal Officer Cape Cod Healthcare, Inc.



## VISITING NURSE ASSOCIATION

Member Cape Cod Healthcare

This agreement (the "Agreement") is made between the **Visiting Nurse Association of Cape Cod, Inc.** (the "Agency"), a private non-profit corporation operating in accordance with the recommended standards and procedures of the Massachusetts Department of Public Health, with a place of business at 255 Independence Drive, Hyannis, MA. 02601, and the **Town of Harwich** through the **Harwich Board of Health** (the "Town").

**WHEREAS**, the Agency is in the business of providing public health care services; and

**WHEREAS**, the Agency is a licensed visiting nurse association that provides services to patients in patient's homes; and

**WHEREAS**, the Town wishes to obtain the benefit of the Agency's nursing and wellness services for the residents of the Town.

**NOW THEREFORE**, in consideration of these premises, the parties hereto agree as follows:

**A. DUTIES OF THE AGENCY**

1. The Agency shall furnish such services as recommended by the Town consistent with the recommended practices of the Massachusetts Department of Public Health and the Visiting Nurse Association of Cape Cod, Inc. These services will generally include:
  - a) Maternal and Child Health Services to include: visits to newborns and mothers on referral with follow-up home visits according to adjudged need; office visits for the purpose of childhood immunization; and social work assessment visits to families with identified needs. Maternal and Child Health visits are not to exceed three (3) visits per admission in a calendar year per individual without the Town's approval.<sup>1</sup>
  - b) Health Promotion: health and wellness teaching in relation to both physical and mental health for all age groups. Immunization clinics held as necessary for children and adults.
  - c) Communicable Disease Surveillance and follow-up investigation including immunization clinics as deemed necessary by MADPH and Harwich BOH. TB contact testing; DOT; Public Health Nursing Case-management in cooperation with MADPH TB surveillance and Epidemiology

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<sup>1</sup> In instances where services are necessary for a longer duration and no means of Third Party Payment are available, the case will be referred to the Health Director to assess the Town's commitment to continued services or VNA referral to other appropriate sources.

2. Supplies or Equipment: The Agency will provide the required perishable supplies for all Public Health Services provided to the Town by the Agency as a part of the approved appropriation.
3. The Agency shall maintain licensing/accreditation/certification.
4. The Agency shall invoice the Town monthly for services performed with a statement detailing the type of services performed.

**B. DUTIES OF THE TOWN**

1. The Town agrees to give the Agency as much advance notice as possible of the Services and Supplies that residents served pursuant to this Agreement may require.
2. The Town will provide assistance to the Agency in carrying out recommended Board of Health programs and policies.
3. The Town will pay the Agency for approved services and supplies rendered to residents of the Town in accordance with the charges detailed in the attached Addendum A within thirty (30) days of receipt of invoice.

**C. MUTUAL DUTIES/AGREEMENTS**

1. The amount of time provided for the services to the Town will be adjusted so that the charges for these services will not exceed the appropriation for these services. The Appropriation for July 1, 2021 through June 30, 2022 is \$4,000.00 as defined in Addendum A. All individual records will be maintained in The Agency's office and will be available for review by the Town.
2. Services performed by the Agency will be for Town residents only. Referrals may come from town residents or a party related to the resident including but not limited to the Town.
3. The Agency and The Town shall each maintain or cause to be maintained at no expense to the other, professional malpractice and general liability insurance for itself and its employees, in form and substance acceptable to the other, and in amounts customary to the nature of each party's obligations hereunder. Upon request, each party shall furnish to the other a current certificate of insurance. Each party shall provide the other with thirty (30) days advance written notice of any proposed alteration, non-renewal, or cancellation of insurance required hereunder. Each party shall promptly notify the other of any claim or suit alleged to arise out of any activity or activities undertaken pursuant to this Agreement.
4. The Town shall indemnify and hold harmless the Agency, its officers, director, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability



incurred by the Agency that are caused by the negligence of the Town, its employees, or its independent contractors (with the exception of the Agency) occurring in connection with the subject matter of this Agreement.

5. The Agency shall indemnify and hold harmless the Town and its partners, officers, agents, and employees from any and all injuries, losses, claims, actions, or damages to any person or property, and all costs, expenses, including reasonable attorneys' fees, or other liability incurred by the Town that are caused by the negligence of the Agency, its employees, or its independent contractors occurring in connection with the subject matter of this Agreement.
6. It is expressly understood and agreed that this Agreement does not intend and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the Town and the Agency, but rather, is an agreement by and between the Town and the Agency as independent contractors.
7. This Agreement will terminate upon the occurrence of any of the following events, whichever transpires first:
  - a. One year from date herein.
  - b. Depletion of the allocated funds.
  - c. By either party upon sixty (60) days written advance notice.

#### **D. MISCELLANEOUS**

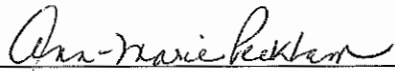
1. Any notice required to be given hereunder shall be provided by registered or certified mail, postage prepaid, addressed to the parties at the respective addresses stated at the beginning of this Agreement or such other person or address as either party may from time to time designate by written notice to the other party. Notice shall be deemed given when deposited with the United States mails in accordance with the provisions of the preceding sentence.
2. This Agreement shall be deemed to have been entered into in the Commonwealth of Massachusetts and its interpretation, construction, and enforcement shall be determined pursuant to the laws of that Commonwealth.
3. If a court of competent jurisdiction holds any provision of this Agreement in violation of any applicable law, the remaining provisions shall be enforced and remain in full force and effect to the extent they are not unlawful or unenforceable.
4. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement and all rights under it shall be assignable by either party only with the prior written consent of the other party.
5. Captions contained in this Agreement are inserted only as a matter of convenience and

in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.

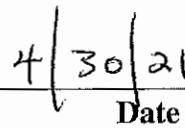
6. Where appropriate, references in the plural shall be construed as being in the singular and references in the singular as being in the plural.

**IN WITNESS WHEREOF**, authorized representatives of the parties have signed this Agreement.

**VISITING NURSE ASSOCIATION  
OF CAPE COD**



**Ann-Marie Peckham/President  
Visiting Nurse Association of Cape Cod**

  
Date

Date

Michael MacAskill, Chair  
Harwich Board of Selectmen

**ADDENDUM A**  
**PUBLIC HEALTH NURSING SERVICES PROVIDED BY VISITING NURSE**  
**ASSOCIATION OF CAPE COD TO THE TOWN OF HARWICH**  
**Programs and Services - July 1, 2021- June 30, 2022**  
**\$4,000.00**

**Services will be provided at the hourly rate of \$95.00/hour unless otherwise specified.**  
**Services will be billed in 15 minute increments**

**Services may include, but are not limited to:**

**Immunizations:**

Immunization clinics in response to a public health event and/or request from board of health

**Communicable Disease Surveillance and Follow-Up Investigations including TB case management and Direct Observation Therapy.**

**Maternal Child Health Visits                      \$209.00 /visit**

**Medical Social Work Visits                      \$250.00/visit**



## VISITING NURSE ASSOCIATION

Member Cape Cod Healthcare

### MISSION

To coordinate and deliver the highest quality, accessible health services which enhance the health of all Cape Cod residents and visitors.

### VISION

We will be the health services provider of choice for Cape Cod residents by achieving and maintaining the highest standards in health care delivery and service quality. To do so, we will partner with other health and human service providers as well as invest in needed medical technologies, human resources and clinical services. Above all, we will help identify and respond to the needs of our community.

### VALUES

To be compassionate, respectful, and professional in the way we deliver care.

To be relentless in pursuing continuous quality improvement, emphasizing the power of teamwork.

To be honest, ethical, and open in all our relationships.

To be responsible stewards of the community's resources by working efficiently and cost effectively.

To serve all without regard to sex, race, creed, residence, national origin, sexual orientation, or ability to pay.

DATE: April 30, 2021

**CERTIFICATE OF COVERAGE**

<b>PRODUCER</b>  N/A	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED TO THE COVERED PERSON.
	PROGRAMS/COMPANIES AFFORDING COVERAGE
	<b>PROGRAM/COMPANY</b> A CAPE COD HEALTHCARE, INC. SELF INSURANCE PROGRAM

<b>COVERED PERSON</b> VNA of Cape Cod, An insured affiliate of Cape Cod Healthcare, Inc. 88 Lewis Bay Road Hyannis, MA 02601	<b>COMPANY</b> B N/A
	<b>COMPANY</b> C N/A
	<b>COMPANY</b> D N/A

**COVERAGE**

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAS BEEN ISSUED TO THE COVERED PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICIES OR OTHER EVIDENCE OF SUCH COVERAGE, ON FILE AT INSURANCE OFFICE OF CAPE COD HEALTHCARE, INC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL & PROFESSIONAL LIABILITY	**060121	06/01/21	06/01/22	NOT TO EXCEED*: \$2,000,000 EACH INCIDENT \$6,000,000 AGGREGATE

\*/ In the event of any conflict between limits shown on this certificate and the limits to be afforded under certificate holder's contract with the Covered Person, the lesser of the two limits applies.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:**

Evidence of General and Professional Liability Insurance.

\*\*The specific policy terms of the CAPE COD HEALTHCARE, INC. SELF-INSURANCE PROGRAM are found in the policy issued to Cape Cod Healthcare, Inc. by its wholly-owned Cayman Islands captive insurance company, the Cape Health Insurance Company ("CHICO").

**CERTIFICATE-HOLDER** **CANCELLATION**

<p><b>Town of Harwich</b> <b>Town Administrator</b> 732 Main Street Harwich, MA 02645</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE HERETO, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.</p>
	<p>AUTHORIZED REPRESENTATIVE:</p> <p style="text-align: center;"><i>Michael G. Jones</i></p> <p style="text-align: center;">Michael G. Jones Senior VP &amp; Chief Legal Officer Cape Cod Healthcare, Inc.</p>

**TOWN**  
**ADMINISTRATOR'S**  
**REPORT**



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

**Jean M. Lorizio, Esq.**  
Chairman

**ALCOHOLIC BEVERAGES CONTROL COMMISSION ADVISORY  
REGARDING THE EXPANSION OF PATIO SERVICE AND TAKEAWAY/DELIVERY OF  
ALCOHOL BY ON-PREMISES LICENSEES**

On June 16, 2021, Governor Charlie Baker signed into law An Act relative to extending certain COVID-19 measures adopted during the state of emergency. The text of the legislation can be found [HERE](#).

This Act permits on-premises licensees to continue with (1) expanded patio service and (2) extends the ability to sell alcoholic beverages for takeaway and delivery:

**Patios/Outdoor Expansions:** licensees that have been approved for expanded patio/outdoor service pursuant to the Governor's executive orders may continue their outdoor operations until April 1, 2022.

Licensees that seek to continue patio/outdoor service after April 1, 2022, are encouraged to apply in the ordinary course for an alteration of premises with their local licensing authorities. Otherwise, these amended licenses automatically revert to the status prior to the approval of the expansion of outdoor service as of April 1, 2022.

**Takeaway/delivery of alcohol:** establishments licensed for on-premises consumption of alcohol may continue takeaway and delivery sales of alcohol until May 1, 2022. All alcohol sold for takeaway/delivery must be sold with food and at the same price as alcohol for on-premises consumption.

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

(Issued June 16, 2021)