

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:30 P.M.

Regular Meeting 6:00 P.M.

Monday, September 18, 2023

Remote Participation Optional:

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

<https://meet.goto.com/863723157>

You can also dial in using your phone.

Access Code: 863-723-157

United States: [+1 \(872\) 240-3212](tel:+18722403212)

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Pursuant to MGL c. 30A, §21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town; 62 Route 28, West Harwich

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Next Select Board Office Hours will be September 21, 2023, 2:00 to 4:00 p.m. at 204 Sisson Road
B. Town Administrator to present an update on the recent weather event

V. CONSENT AGENDA

- A. Accept a gift donation for the Harwich Town Band from Jane R. Chase Trust of 1990 in the amount of \$25
B. Approve Select Board Meeting Minutes for September 5, 2023

VI. OLD BUSINESS

- A. Joint Meeting with Select Board and Golf Committee;
1. Golf Committee Charge; Votes may be taken
B. Review of Committees; Votes may be taken
1. General issues
2. Discussion on format of Committee overviews
C. Barbara Bjornson, CliftonLarsonAllen LLP, to present operational analysis audit of disposal area

VII. NEW BUSINESS

- A. Update from the Chair on the Harwich Affordable Housing Trust Meeting
B. Vote to waive the Town's Right of First Refusal for the sale of 48 Blue Heron Landing and authorize the chair to sign
C. Vote to appoint a Select Board Member to the Cape Cod Metropolitan Planning Organization
D. Vote to appoint a Select Board Member to Harwich-Chatham Intermunicipal Agreement Board
E. Discussion on items related to 2024 Annual Town Meeting
F. Five Year Financial assessment and look ahead;
1. Town Administrator to present the five-year financial outlook per Chapter 9 (§) 2.1 of the Town of Harwich Charter
2. Budget Transfers

VIII. CONTRACTS

- A. Approve a contract with SOLitude Lake Management for the Alum Treatment of Skinequit Pond in the amount of \$89,028.00
B. Approve a contract amendment for Atlantic Construction and Management, Inc. for Owner's Project Management services at Brooks Academy Museum in the amount of \$36,826.40.
C. Approve a purchase and sale agreement with Eastward Companies Business Trust for the disposition of land at 276 Queen Anne Road in the amount of \$1,505,001.00.

IX. TOWN ADMINISTRATOR'S REPORT

X. SELECT BOARD'S MEMBER REPORT

XI. CORRESPONDENCE

XII. ADJOURNMENT

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

Authorized Posting Officer:

Carol Campos, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
September 14, 2023

CONSENT AGENDA

**MINUTES
SELECT BOARD
HARWICH TOWN HALL
TUESDAY, SEPTEMBER 5, 2023
6:00 P.M. - REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Mary Anderson, Julie Kavanagh, Michael MacAskill and Jeffrey Handler

ALSO PARTICIPATING: Town Administrator Joseph F. Powers

CALL TO ORDER

Ms. Anderson called the meeting to order at 6:00 p.m.

PUBLIC COMMENTS/ANNOUNCEMENTS

Patrick Otton was present to talk about the vulnerable road users law that was passed on April 1, 2023. The law reads that vehicles must allow a 4' buffer when passing a pedestrian, cyclist or anyone not operating a vehicle. Mr. Otton spoke to Officer Ruggiero this morning who was not aware of the law but agreed that signage is needed to educate the public. Highway Director Linc Hooper was present and provided an update that 50 signs have been ordered and are pending delivery.

Community Center Director Carolyn Carey was present and reviewed upcoming events. Events include a panel of guests coming to speak about opioid addiction; a free concert by the Sound Dunes; writer Mike Bernard who will be talking about starting to write after the age of 50 as well as a movie and pizza night. On September 16th and 17th, the Community Center will be asking people to come paint their handprints that will go on the wall in the game room. Information regarding all these events can be found on the Town of Harwich website as well as in the Community Center newsletter.

Harwich Chamber of Commerce Executive Director Cyndi Williams was present and stated that this Friday starts the Cape Cod Senior Softball in Harwich which will be in coordination with the Yarmouth Chamber of Commerce. The first game will start at 8:30 and Ms. Williams will be throwing out the first pitch. September 9th will be the annual beach day which will be held from 11:00-3:00 at Red River Beach. New this year for Harwich will be the 6th annual ROAR motorcycle ride which benefits opioid addiction recovery. On September 13th there will be a job hiring fair at the Community Center. Right now, 20 employers are signed up and tables are still available. Ms. Williams briefly reviewed the upcoming Cranberry Festival events.

Fred Munday, president of the Cranberry Festival was present and reviewed the upcoming beach day activities as well as the upcoming touch a truck event. Veterans Food Truck and Good Times Ice Cream will be at the event as well as a bake sale table that the women of the Cranberry Festival

have put together. Crafters will be set up from 9:00-4:00 on September 16th and 17th. There are about 180 crafters signed up as well as 20 non-profit tents. In working with Carolyn Carey, the gym at the Community Center will be set up for Alan Hall to put on a display about cranberry growing. Mr. Munday thanked Bob Weiser for helping to put together all the upcoming music events. Mr. Munday also thanked the local businesses who have very generously made donations of gift certificates to be raffled off. Ms. Anderson commented Mr. Munday and his team for everything they have done to bring this festival to a new level.

Library Director Ginny Hewitt was present and wanted to highlight things that they are doing for children and youth during the Fall. The library has always been a safe and welcoming destination for after school activities. Ms. Hewitt introduced new programs which include a magic club, a food program and a junior librarian's program. Youngsters ages 10 and above and welcome to visit the library without an adult, even if they are not attending any of the programs. Ms. Hewitt asked parents to talk to their children to help them feel safe while at the library. Elementary school age children can visit the library with a parent. Additional programs will include a special Lego free day program on Wednesday afternoons and continuing story time on Tuesday and Thursdays. One new program for adults is a creative writing series that will be led by Clark Tucker and will start on September 14th. There is no charge to participate, and people can sign up on the website or call the library.

Ms. Anderson thanked everyone keeping Harwich active.

- A. Open Meeting Law Training for Boards, Committees & Commissions – Thursday, September 28, 2023, Session 1 begins at 2:00 p.m., Session 2 begins at 5:00 p.m., at the Community Center

Town Clerk Emily Mitchell was present and reviewed the upcoming open meeting law training to be held on September 28th. This training is open to all committee, commission, and board members as well as staff. The sessions will cover essentials including posting proper notice any time you intend to deliberate on a subject as well as minutes. As always, Janelle Auston from KP Law is always willing to answer questions. People are being asked to register in advance by calling or emailing the Town Clerk's Office.

Mr. MacAskill asked what outreach has been done for the committees. Ms. Mitchell responded that information is available on the Town of Harwich main web page, the Town of Harwich Town Clerk's web page and was also sent out as an alert for anyone who is subscribed to the Town website. Information can also be found on social media pages and Ms. Mitchell offered to spread the word more broadly. Mr. MacAskill encouraged the liaisons to reach out to their respective boards and committees. This is a 2-hour training, and it is well worth it.

Town Clerk Emily Mitchell stated that if committees are present and have a quorum in the room, that she would advise that they hold off on any discussion until a future meeting that has been properly posted.

Mr. Handler thanked Ms. Mitchell for being such an incredible resource that delivers information with a smile and a wonderful attitude.

Mr. Powers announced that if anyone has been traveling on Bank Street, they will have noticed the great construction project going on at the 203 Bank Street/former fire station property. He advised that the trails abutting the project are closed due to the ongoing ecological restoration project. The trails will likely be closed for up to a year.

CONSENT AGENDA

- A. Accept the resignation of Eric Levy, Bikeways Committee, effective immediately
- B. Approve David Nixon to be the Recreation and Youth Commission representative to Community Preservation Committee, term to expire June 30, 2026, as approved by Recreation and Youth Commission
- C. Approve Robert Doane to be the Historic District and Historical Commission representative to the Community Preservation Committee, term to expire June 30, 2026, as approved by the Historic District and Historical Commission
- D. Affirm Don Yannuzzi, Jr. as the Shellfish Constable, term to expire 06/30/2024, per Town of Harwich Charter Chapter 3, Section 6, 3-6-1
- E. Affirm the appointment of Amy Jalbert to the Voter Information Committee, term to expire 6/30/25, as recommended by the Select Board Interview Committee
- F. Accept a donation for after school and summer programs in the amount of \$1,000 from the Chatham Harwich Newcomers Club, Inc.
- G. Approve Select Board Meeting Minutes:
 1. August 21, 2023

Mr. Handler moved to approve the consent agenda as listed, 2nd by Ms. Kavanagh and approved 4-0-0.

NEW BUSINESS

- A. Discussion on the Disposal Area Regulations as it relates to the Treasure Chest Operation; Votes may be taken

Mr. Handler said that he wants to make sure that this discussion is specific to the Treasure Chest rules and regulations and not so much the Disposal Area Regulations. He added that he would like to provide a narrative of the alleged events and would not be using specific names out of respect for all parties. On April 22, 2023, there was an incident at the Treasure Chest where a customer was being disruptive and allegedly throwing donated items at the volunteers. The same customer showed up the following morning and allegedly continued to be disruptive. The items thrown included a pickax and shovel among other things. Some of the volunteers feel that this customer is continuously threatening and harassing them, and they would like to see this customer banned from the Treasure Chest so these actions will stop. After the alleged incident, Linc Hooper and Ellie Gerson, Treasure Chest Chair devised a strategy whereby that customer would be allowed to come to the Treasure Chest and shop only when Ms. Gerson was present. Mr. Handler said that he understands that the customer apologized to Ms. Gerson for his behavior and agreed to the proposal. Ms. Gerson conveyed the plan to the Treasure Chest volunteers and put the

discussion item on their May meeting agenda. Unfortunately, due to time constraints at the meeting, the committee was not able to get to that item on the agenda and it was rescheduled for a future meeting. When Mr. Handler became the liaison to the Treasure Chest Committee, several members voiced their concern that this customer could not behave, and that having Ms. Gerson oversee the customer was not a good resolution. At that point, Mr. Handler suggested that the committee formalize this by making a motion that would create a recommendation to the Select Board. There was a motion made and carried by the Treasure Chest Committee to not allow this patron to have access to the Treasure Chest.

Mr. MacAskill feels that this does not belong before the Select Board and that it is clearly a Police Department issue. This is an alleged event. He does not recall in his 9 years on the board removing anyone from anything besides a committee. Besides not being able to take things from the Treasure Chest and sell them, there are not other rules. There is nothing about behavior. Mr. MacAskill said that we are asking volunteers to basically run business and police it. In the disposal area regulations, it does outline that the disposal area supervisor would be contacted if there is trouble, which sounds like it did happen in this case. While Mr. MacAskill wouldn't have a problem removing people, we just don't do it. At this point this information is all alleged and the person that is involved has not been questioned by anyone on any official level in the town, nor was anything reported by the disposal area supervisor. Also, the agenda does not give anyone any idea of what the Board would do or consider doing. Mr. MacAskill doesn't think that the Board should take any action. He added that Mr. Handler is working on a charge for the Treasure Chest Committee and suggested that they might want to work on some new rules. The structure and what we are asking of volunteers should be discussed. Because of the severity of these allegations, Mr. MacAskill asked that Mr. Powers or Mr. Handler as the committee liaison contact the Police Chief tomorrow and provide information for follow up.

Mr. Powers agreed that the Police should be notified. The information provided in the packet is all that could be found as it relates to the Treasure Chest.

Ms. Kavanagh agreed with Mr. MacAskill and Mr. Powers. She asked that when Mr. Handler is working on the charge, that the volunteers should be thought about. It should be a one and done if someone is throwing things. No action can be taken tonight based on the agenda item and based on the point that the Select Board doesn't remove people in these situations.

Mr. Handler noted that these volunteers do a good job and their safety, as well as the safety of everyone at the Treasure Chest is paramount to him. He is not sure why the police were not called after the event. Mr. Handler wants to provide some level of comfort and safety to the volunteers who have to go back to the Treasure Chest this weekend. If said person shows back up, he thinks that the volunteers would be uneasy. Mr. Handler said that he will reach out to the Police Chief, along with the Treasure Chest chair and state the narrative.

Ms. Anderson added that Mr. Handler should also advise the Treasure Chest and volunteers that if there is any type of activity of this level, it should be an immediate call to 9-1-1.

Mr. MacAskill asked if it would be fair to say to the Police Chief that it was the consensus of the Board that this be handled immediately.

Mr. Powers said that on the overall matter, he will work with the director and the team at the disposal area. There still should be the opportunity for the volunteers to communicate with staff while they are on site if they need anything. We can make sure that they have strong support from staff in that area and communication devices.

B. Update from a member of the Local Planning Committee on the Local Comprehensive Plan

Local Planning Committee Chair Joyce McIntyre was present along with Tighe and Bond Principal Planner Sharon Rooney.

Ms. Rooney stated that they are assisting the town with the Local Planning Committee (LPC) update as well as the open space and recreation plan and the housing production plan. The housing plan is primarily being prepared by a subconsultant. The idea is that the 3 plans will be prepared simultaneously, and it is great timing to do them all at once. Ms. Rooney is serving as the project manager for the overall effort. The team focused their early efforts on public outreach postcards with 3 questions. The postcards were distributed at various events. They have spent a little time starting to prepare a survey which will go out in late October or early November. The hope is to have much more community input going forward. Project goals include preparing a vision statement and growth policy, complete inventory, and assessment of existing conditions, identify planning and land use goals, prepare capital facilities and infrastructure plan, complete housing production plan update, prepare targeted action plan and implementation schedule, draft and finalize the LCP for adoption and to satisfy the requirements for the Cape Cod Commission. Ms. Rooney reviewed the LCP components of the plan. Tighe and Bond will assist along the way with communication and bringing drafts to the Cape Cod Commission for review to ensure that the plan is meeting both their requirements and town requirements. The team plans on having fall visioning workshops.

Mr. Handler asked if the open space and recreation plan and the housing production plan along with the LCP must survive Town Meeting, or just the LCP. Ms. Rooney responded that just the LCP would need Town Meeting approval, although it would make sense to have all 3 finish at the same time. The housing production plan and open space and recreation plan would be prepared in at least a solid draft form prior to finishing the LCP, so they can help form what the LCP will include.

Ms. McIntyre said that the Select Board appointed the LPC as a group of 11 members in September 2022. It has been a very vigorous process and they have committed to an open respectful dialogue across the community and continue to educate themselves. The committee recognizes that this is a unique time in Harwich history. They have also identified stakeholders for this plan. Ms. McIntyre went on to review what actions have been taken in the Winter, Spring and Summer of 2023. In the summer of 2023, they worked on qualitative and quantitative data.

The pop up visioning card that was created has received close to 100 digital responses, which Ms. McIntyre shared some of the results with a word cloud presentation.

Ms. McIntyre commented that the ask is for the town support and that they will need some basic tools in terms of engaging members of the community digitally. The role of the committee is to have the time and space to think and to be able to think long term about Harwich, with the Select Board's input and guidance. The goal is that this plan is both useful and used. So far, the response has been really good.

Ms. Anderson asked Mr. Powers if there is a status update on hiring a new Town Planner and asked if he is aware of the nimble tool. Mr. Powers responded that he has put the committee in touch with our IT Director regarding the digital piece. There are some digital tools that can be used presently and others than can be purchased. As it relates to the Director of Planning and Community Development, the job has been advertised. He noted that one of the problems that we find in key positions is finding those technical people that are already on Cape Cod.

Ms. Kavanagh said that she loves the questions being asked and some of the responses. She asked what the feedback has been like. Ms. McIntyre responded that the feedback has been remarkably positive, engaged and candid so far and that they would have more information available after the Cranberry Festival.

Ms. Anderson asked what social media sites are being used for outreach. Ms. McIntyre responded Facebook including the Harwich Old Timers and I Love Harwich pages as 2 separate groups. She provides thought outlets with the information. Ms. Kavanagh added that Instagram might capture the younger people's feedback. Ms. McIntyre responded that there is a standard that we should be meeting to capture as many people as possible. There is a record of all the visioning that the committee is doing. There are all different demographics that they will need to reach, and social media is only one piece. Ms. Kavanagh added that the schools might be a great resource as well.

Ms. Kavanagh said that the housing production plan is really focused on density and that there is a lot of good information in there. She asked if it would be vetted through the Cape Cod Commission. Ms. Rooney responded that it would be vetted through the town and that the plan would specifically address big A affordable housing and then the LCP can address further housing issues.

Ms. McIntyre said that one of the things that she is excited about are the high-level questions about housing that have never been formally asked for Harwich. We all know that housing is important and that it is complicated.

Ms. Kavanagh would like to make sure that we are able to include the younger population into these conversations.

Mr. Handler feels fortunate to have these committee members that are truly digging down into the dirt of what will be in the best interest of Harwich long term.

Ms. Anderson commented that when residents were interviewed for the committee, she was struck by the caliber of people, the variety of experience and the passion around this subject.

Patrick Otton was present and asked how the plan is implemented and how does it function. Mr. MacAskill responded that there is a copy of the current LCP that can be obtained from the Administration Office. Ms. Rooney added that the current LCP is on the website in terms of where it lives. It had goals, a vision statement, actions, and an implementation schedule. In terms of updating the plan, they will be looking to see what has already been implemented. The actions are the meat of the plan. Usually, the action plan will include responsible parties and who will take the lead on certain actions, generally a town department, committee, or board. Some of the required actions will be educating the public about issues. It will be the responsibility of the town to carry out the actions in the plan and then report back to the Cape Cod Commission at certain stages.

- C. Vote to appoint Dinah Lane as the Town of Harwich Representative to Cape Media Board of Directors, term to expire 12/31/2025

Mr. Handler moved to appoint Dinah Lane as the Town of Harwich Representative to Cape Media Board of Directors, term to expire 12/31/2025, 2nd by Ms. Kavanagh and approved 4-0-0.

- D. Vote to remove Cameron Smith from the Waterways Committee due to lack of attendance

Mr. Handler moved to remove Cameron Smith from the Waterways Committee due to lack of attendance, 2nd by Mr. MacAskill and approved 4-0-0.

- E. Vote to remove Andrew Docken from the Bikeways Committee due to lack of attendance

Mr. Handler moved to remove Andrew Docken from the Bikeways Committee due to lack of attendance, 2nd by Mr. MacAskill and approved 4-0-0.

Ms. Anderson stated that both individuals were contacted multiple times and did not response. In fact, one said that they would not send a letter and that the Board would just have to be removed. While this was not easily done, it was properly done.

- F. Discuss the Select Board's Social Media Policy

Provided in the packet is what Town Clerk Emily Mitchell and Mr. Powers will speak to regarding the town wishes to adopt a social media policy. Both Ms. Mitchel and Mr. Power see great value in having such a policy. Ms. Mitchell will be talking about the policy as it relates to board, committees and commissions and Mr. Powers will be talking about it as it refers to staff.

Ms. Mitchell said that for her, the potential discussion on a town level social media policy came from the deep dive on committees that staff has been working on. This is a policy that many communities have. She sees it for organization created content as well as for individual users who use social media platforms. Ms. Mitchell added that the 2 intersections that impact her purview are public record requests and open meeting law. The draft policy that is included in the packet is the current draft as used by KP Law. There are some blanks in the policy that would be filled in by the Select Board, should a policy be implemented.

Ms. Anderson asked if this would mean that committee chairs should not be posting on social media sites. Ms. Mitchell responded that she would not offer an opinion that goes that far. Even a post on a non-Town of Harwich official page would still be considered a public record.

Ms. Kavanagh asked how we get social media pages for committees, noting that we don't really have a process. Mr. Powers responded that for our purposes, these discussions are the first step, adding that the town does have social media interaction insurance through MIIA. We would rely upon them for training if this does move forward. If the Select Board gives the green light to work through the policy on policies, there would be a first hearing, second hearing then adoption. He also imagines that there will be funds available in FY25 where we can have appropriate training as well as the possibility of acquiring the software that we would need should any public record request or any lawsuit be filed.

Mr. MacAskill feels that this would hold everyone accountable.

Mr. Handler asked if this would require everyone who falls under the umbrella to have to sign a document. What would happen if someone refused to sign acknowledgement. Mr. Powers responded that it would be simple with a policy. Anyone who can represent the Town of Harwich would be required to acknowledge the policy. The policy would be distributed to staff upon hire and stapled to pay checks for existing staff. As the Town Clerk's Office engages with committee members, it would be something that they would be given with their informational packets. Mr. Powers added that without a policy invites negligence and potential disaster.

Mr. Handler asked what the timeline would be to put this in play. Mr. Powers responded that the first step would be a green light form the Select Board that we are on the right track. We would then schedule a first reading hearing and all that goes into the policy. If there is any fiscal component, it can be brought to Town Meeting.

Ms. Anderson asked to confirm that someone said there are 20 town sites. Ms. Mitchell responded that she did a quick search limited to Facebook to see what Town of Harwich accounts came up. There are 13-14 department pages and at least 2 committees running pages on behalf of their committee.

The consensus from the Select Board was to move forward.

Mr. Handler asked who would take the lead from here. Ms. Mitchell responded that she envisions an ongoing partnership with herself and Mr. Powers. Mr. Powers added that this

would fall to him for the next steps and to fill in the blanks. It was also noted that we would want to engage the departments and/or committees that may have a social media presence so they are aware of what we are looking to do.

G. Review financial audit presented by CLA Consulting

Mr. Powers reported that we have not received the final version of what is still in draft form. The analysis is nearly complete however one of the items that was not included is the material and the information that has been collected by our Finance Director. Staff is working on a final document and there is an expectation that all information will be available for the September 18th Select Board meeting.

Finance Director Kathleen Barrett was present.

Mr. MacAskill asked if the revenues and expenses for FY23 represent a partial year only. Ms. Barrett responded that is all FY23 revenue and we are still working to finalize with the understanding that there is always the chance that an expense has not been reported. Mr. MacAskill went on to ask what happened with the revenues less expenses minus 75%. Ms. Barrett responded that reflects a 3-year change. With COVID, there was a great deal of fluctuations and that it is more of a bell curve rather than a line, adding that FY22 was an anomaly. Unfortunately, the expenses have grown considerably. Whereas the revenue in FY22 was higher, everyone was home due to COVID and generating more trash. Mr. MacAskill said that a lot of what started this was the conversation about what we are charging and what we are paying to dispose of the materials. It is impossible that we are breaking even. He asked if this information would be part of the final report, or will we receive an audit of what has been spent and brought in with no explanation. Mr. Powers responded that it started as an opportunity to analyze the operations, which to his knowledge had never been done at an in-depth level, given that there was a significant request for changes and fees. What you will see is a comprehensive analysis of how the operation is run and what does it look like for the disposal area operations going forward. When Ms. Barrett brought these documents to Mr. Powers attention, the first thing that he noted was the potential good news that we hit our revenue expectation to the tune of \$115,000 over.

Mr. MacAskill asked why we are doing budget transfers in the amount of \$150,000-\$250,000 at the end of every year. Given these numbers, it looks o him like we are doing fine other than the expenses. Ms. Barrett responded that the issue sometimes with budgeting and municipal accounts is that you must adhere to a voted budget. Some towns have a transfer station that operate as an enterprise fund. In our case, it is very difficult to parse out each truck trip. The transfers as discussed, you could make the argument that if the budget was set at a level that was voted on based on best estimates at the time, could still be insufficient to cover expenses for the department, you would have to true up that budget line as to not exceed it. It is more allocation issues and not necessarily exceeding expenses in their department.

Ms. Anderson asked if we only took care of Harwich, could the transfer station be open only 5 days a week and asked if we would get to those specifics in the review. Mr. Powers responded generally yes.

Regarding the account aging report, Ms. Kavanagh noticed that there are at least 3 companies with some high balances in the 60- and 90-day due dates. She asked if there is a policy regarding past due accounts. Mr. Powers responded that he is not aware of a policy. This is something that the finance division discovered separate from the audit work. There should not be that level of aged accounts. If we the town have a practice of aging accounts, then we would have a lot of explaining to do to the residents who are not afforded the same luxury.

Mr. Handler asked when the final draft is going to land. Mr. Powers responded that staff is working on a schedule and wants to make sure that the audit firm has had a chance to review the Finance Director's information. The plan is still on track for the September 18th Select Board's agenda for review.

H. Approve the following Special Permits:

1. One day wines & malt permit – Rotary Club of Harwich/Dennis – Event to be held at Stonewood Products, 15 Great Western Road, on Saturday, September 23, 2023, 5:00 p.m. to 10:00 p.m.
2. One day entertainment & event permit – Harwich Chamber of Commerce – Event to be held at Hinckley Home Center, 138 Route 137, on Saturday, September 23, 2023, 12:00 p.m. to 4:00 p.m. – Recorded/live music, amplification, dancing outside
3. One day entertainment & event permit – Harwich Chamber of Commerce – Holiday parade to begin at Harwich Elementary Parking lot, 263 South Street & end at Harwich Community Center, 100 Oak Street, on Sunday, December 3, 2023, 12:00 p.m. to 2:00 p.m. – Recorded/live music, amplification outside

Mr. Handler moved to approve the special permits as listed above, 2nd by Mr. MacAskill and approved 4-0-0.

OLD BUSINESS

A. Review of Committees; Votes may be taken

1. General Issues

Ms. Anderson said that if you look at the overall questions, she thinks that the Select Board concluded that the Interview Committee would continue to interview applicants and appoint as to their best judgement. She also commented that the Select Board talk about the process of handling current committee members if we choose to reduce seat numbers or combine committees. Mr. MacAskill and Mr. Howell would work out a proposal on how that could be handled.

Mr. MacAskill responded that it was more based on what board members come back with. Using the Harwich Accessibility Rights Committee as an example, they have been having a hard time coming up with a quorum. It is frustrating to the committee that they don't really have anything to do. Mr. MacAskill tried a couple of weeks ago to get the membership dropped to as an interim

step. Ms. Anderson thought that the committee was increased from 5 to 7 members at their request. Mr. MacAskill confirmed that is correct.

Mr. Handler asked if a member could be made an alternate. Mr. MacAskill responded that the committee already has 2 alternates.

Mr. MacAskill knows that Mr. Howell has been involved in this a little bit because he is aware of areas that we know we are deficient in including handicapped signage and ADA compliance in buildings. HARC has asked for the list of areas of deficiency and claim that they have not received it. Mr. MacAskill doesn't see the need for the committee right now, unless the charge is changed, and they are given something to do. He has spoken with 2 members of the committee.

Mr. Powers added that if the committee were to be disbanded, the town would still be following state regulations as we have an ADA Coordinator.

Mr. MacAskill said that he doesn't like to waste people's time and that if there is a charge that makes sense and the work is being done, then great. There has been frustration expressed by the chair of HARC and a statement that they no longer wish to be the chair.

Ms. Anderson said that she is not understanding as to why we have alternates. She is just assumed to no longer have alternate positions. Mr. Powers responded that in doing research, some municipal law comments were found to be informative. They referred at the time that we amended the charter to add alternates. What he does not think was brought to the commentary was that the municipal law unit cautioned the town that if you are going to have alternates, that the town establish a process or policy by which the alternates would be incorporated into the decision making. A regulatory board alternate is a real thing whereby if the chair evokes the need, that they have a standard of care that they are bound to. We should contemplate the same thing if we are going to have alternates for non-regulatory boards.

Mr. MacAskill commented that he always saw alternates as a training ground for someone to be on a committee and learn but added that they could be a participant in the audience and learn. Other than the regulatory board, he has no feeling on it. He noted that the Board of Health desperately wants to add a couple of alternate members to their regulatory board.

Board of Health Chair Sharon Pflieger was present and noted that she is not speaking for the entire board. They did request alternate members over a year ago. The Health Director at the time did reach out to the Select Board to say that an alternate would be acceptable. The question was whether the alternate member could vote. Ms. Pflieger said that this is very important to the Board of Health where they occasionally are down members and do not have a quorum to have a meeting. It would be advantageous to have alternates.

Mr. Powers said that the discussion would not be if the alternate is allowed as there is ample case law that talks about the Board of Health. There are disconnects between what the case law says and what our charter and bylaw states and that is what must be corrected. When a member of the

Board of Health is going to be elevated from alternate to voting active member is something that must be addressed generally by policy, if not by bylaw.

Ms. Pflieger noted that this has come up before and that nothing has been followed through on. As far as voting, her thought is that when you look at the legal system, they have alternates, they sit in on all the meetings. If there isn't a quorum, then that person at that meeting would fill the space. That is what the Board of Health would be looking for. Mr. Powers responded that he believes that is the core of what the Attorney General's Office is getting to. The town needs to develop a system as to how and in what instances. If we are going to elevate someone from alternate to acting member, there are other steps that would need to take place with the Town Clerk's Office where if an appeal is filed, we can demonstrate that we have complied. Mr. Powers would like this us to revisit the advice and direction from the Attorney General's Office and see direction from Town Counsel.

Ms. Kavanagh said that the point is that the process needs to be cleaned up. With Zoning Board of Appeals for example, a member has to be present at so many hearings in order to be a voter. You cannot just have an alternate jump in.

Mr. MacAskill asked if we could get a sequence of events that need to happen for the Board of Health.

Ms. Anderson asked Mr. Powers what could be done separate from Town Meeting and the bylaw/charter change. Mr. Powers responded that when something appears in both a bylaw and the charter, both would have to be amended. If that is not the case, the next step would be developing the process or Board of Health policy through the executive board of an alternate shall be exercised in a certain manner. Theoretically, this could be done as early as the September 18th Select Board meeting. There is a need to have a conversation about alternates in general.

Mr. MacAskill said that both himself and Mr. Howell as the Interview Committee have said to applicants that they are potentially reducing membership numbers so that they might not be appointed to a first-choice committee. The Interview Committee has been able to have some applicants directed to other committee vacancies that they would be interested in.

2. Any Committee update
3. Agricultural Commission

Mr. MacAskill recommended making the Agricultural Commission inactive and informing the couple of remaining members of the status. The committee is not meeting, and they have not held a meeting to put a new chair in place. Mr. MacAskill spoke with the Board of Health, Animal Control Officer and Conservation Commission and the consensus was the same. The Board of Health did say that the committee was helpful when they went through the piggery discussions. The commission has nothing on the table at this point. Mr. MacAskill has also spoken with past and present members who agree that there is nothing for them to do. If the committee is needed again, we can advertise that we are looking for members. Several in town have indicated that they would help. Ms. Kavanagh added that the committee had requested 3 or 4 years ago to come back,

and they never really came back. If they want to come back in the future, they will need to be intact.

Mr. Handler thanked Mr. MacAskill for doing the leg work on this.

Mr. MacAskill moved to make the Agricultural Commission inactive, 2nd by Ms. Kavanagh and approved 4-0-0.

4. Annual Committee meetings

Ms. Anderson stated that staff had pointed out that this is the time of year that each committee comes before the Select Board and gives a report. In the charter, it reads that the committees must meet with the Select Board once a year. There was a move last year where written reports were received, and the committees did not come in to talk.

Mr. MacAskill said that there were several that didn't come before the Select Board and added that written reports were because of the pandemic. The Select Board generally saw 5 committees at a time and there were questions that each one had to answer. He is not sure that the committee needs to physically meet with the Select Board.

Mr. Powers believes that the reference is that the committee should interact with the Select Board on an annual basis and the process evolved into formal annual meetings. He town would be very well protected if the Select Board meets with a committee over the year and caulk it up to section 7-2-3 of the charter. Ms. Anderson added that the Select Board could schedule meetings with those committees that haven't met with them. Mr. MacAskill thought that to be a great idea. Ms. Anderson also suggested the Select Board could bring the committee to a meeting on the night that they are being discussed.

B. Discussion - Notice of subsidy via the Cape Cod and Islands Water Protection Fund

Mr. Powers stated that when the town receives notices of such messages like this one and the next on the agenda, he feels it very important to present it to the Select Board. The Town of Harwich was awarded subsidies that we requested both related to the intend use plans as they relate to Route 28 sewer construction project and phase 3 sewer extension. This shows that the water protection fund is working with the funds that they have available and the hope is that the funds remain robust going forward.

Mr. MacAskill noted that the number for the Route 28 sewer construction project is \$2,024,897 and \$10,475,000 for the phase 3 sewer extension.

C. Attorney General Review of General and Zoning bylaw amendments from 2023 Annual Town Meeting

Town Clerk Emily Mitchell was present to provide updates on the various bylaw amendments from the 2023 Annual Town Meeting. Amendments included 3 general bylaws (36, 55 & 56) and

zoning bylaws (37, 38 & 39). What happens after bylaws are favorably voted at Town meeting is that the Town Clerk submits them to the Attorney General's Office Municipal Law Unit for review. Their review process involves what the town voted and deciding if the votes are consistent with state law. Now that the Attorney General's Office has approved the amendments, the next step is to inform the public. Our constable posted the amendments to the physical locations around Harwich and the postings will also be in the next 2 weeks of the Cape Cod Chronicle. Once the notice requirements have been satisfied, we will be looking at those bylaws going into effect. General bylaws going into effect under state law upon approval of if there is an effective date in the bylaw. Zoning bylaws are backdated in their effectiveness to the date that they were approved at Town Meeting.

Ms. Mitchell pointed out that the Attorney General did provide a lengthy letter focused on the 3 zoning bylaws that were amended and approved. One that did point out was for article 37 regarding the accessory dwelling units. In reviewing the amendment, they did review the bylaw but also flagged some other areas of concern. Ms. Mitchell's take away is that there may be language in the bylaw that may conflict with state or federal requirements and recommended that Town Counsel review those sections. She imagines that a review may lead to future zoning amendments to go before Town Meeting.

Ms. Anderson thinks that what they are saying is by using the term two bedrooms, that we are discriminating against families. Her thought is that we have to take that out and say that the bedrooms would be limited based on the Board of Health septic requirements.

Mr. MacAskill feels that this would be a great question for KP Law and would support their review. Ms. Kavanagh agreed and adding that an ADU is supposed to be an additional dwelling unit to the main house.

Mr. Powers said that having read these over time, the Attorney General's Office is not shy about using the phrase "this may not survive challenge", adding that they did not indicate that in this case. He added that he will get this information to Town Counsel.

Mr. Powers noted that the balloon bylaw would go into effect on September 15, 2023, and that the town is now on warning regarding the prohibition. The plastic reduction bylaw would not go into effect until September 1, 2024.

Ms. Anderson asked if we have any obligation to let the businesses now. Mr. Powers responded that we would start working through various departments to make everyone aware.

CONTRACTS

- A. Approve a contract with JJS Universal Construction Company in the amount of \$120,000 for the replacement of the Brooks Free Library Roof

Mr. MacAskill moved to approve a contract with JJS Universal Construction Company in the amount of \$120,000 for the replacement of the Brooks Free Library Roof, 2nd by Ms. Kavanagh and approved 4-0-0.

- B. Approve a contract change order for the Brooks Academy Museum Basement Renovation project with Campbell Construction Group, LLC to deduct \$10,991 from the original \$1,189,000 contract

Mr. Handler moved to approve a contract change order for the Brooks Academy Museum Basement Renovation project with Campbell Construction Group, LLC to deduct \$10,991 from the original \$1,189,000 contract, 2nd by Ms. Kavanagh and approved 4-0-0.

TOWN ADMINISTRATOR'S REPORT

Mr. Powers announced the appointment of Randy Ellis who is the custodian that will be assigned to the Harwich Community Center. This position was funded at our last Town Meeting and will be a dedicated resource at the Community Center.

Mr. Powers reported that he has executed a contract with RJ Gabriel Construction Company related to the Sand Pond Recreation Area. The bids came back in a range of \$37,000 to \$79,000. The contract was awarded in the amount of \$37,700. The septic installation will be the last major part of the project at Sand Pond.

Mr. Powers said we now have a contract with LHS Associates, which is critical to the Town Clerk. This is for the purchase of 6 voting tabulators and was a straight process through Chapter 30B. The price is \$26,960 and includes the trade in of our existing tabulators. These machines will be in place for federal elections which start in the spring. Mr. Powers thanked former Interim Town Clerk Jim Mullin who secured some of the funding for this when he was in Harwich.

Mr. Powers reviewed the contract extension with Richard Mandell Golf Architecture. The extension is for time and not the dollar amount and has been extended through the end of the fiscal year.

Mr. Powers congratulated everyone that has started the new school year.

Mr. Powers has been working with staff and have started tracking the time until the next Town Meeting. He would like to be able to present at the next Select Board meeting a potential 5-year outlook and potential plan to begin discussions on warrant articles.

SELECT BOARD'S MEMBER REPORT

Ms. Kavanagh thanked Ms. Williams, Ms. Carey, Ms. Hewitt and Mr. Munday for the amount of events that were introduced tonight during public comment.

Mr. Handler thanked the Monomoy school system for making the first day of school a success.

Mr. MacAskill mentioned the sale of the lot on Queen Anne Road. The bid was awarded at \$1.5 million dollars with the following bid at \$1.3 million dollars. He would like to have a discussion at the next meeting on where those funds will go.

Mr. MacAskill noted that we did have one bid regarding the Baptist Church and that he would like to have an upcoming Executive Session discussion about it.

Ms. Anderson said that she was invited by Bruce Young to go on a tour of the former fire station project on Bank Street. She commented on what a great project it is and that donations will be gratefully accepted.

CORRESPONDENCE

No correspondence was discussed.

ADJOURNMENT

Mr. Handler moved to adjourn the meeting, 2nd by Mr. MacAskill and approved 4-0-0.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

OLD BUSINESS

GOLF COMMITTEE CHARGE

Chair: Martha Duffy



PURPOSE:

The primary role of the Golf Committee is to act as a conduit between the Golf Department and the public. The Golf Committee is an advisory committee to the Select Board and shall make recommendations regarding governing policies relating to the maintenance and operation of the municipal golf course for consideration of the Select Board, as per the Charter Chapter 7, Section 13, Clause 7-13-2.

COMMITTEE MEMBERS/COMPOSITION/OPERATION:

The Golf Committee shall consist of seven (7) members appointed by the Select Board to staggered 3-year terms, which will run from July 1 to June 30. Each year the Golf Committee will reorganize and elect a Chair, Vice Chair and Clerk during the first meeting in July. The Golf Committee members shall be comprised of 4 non-passholder residents as well as 3 passholder residents of Cranberry Valley Golf Course to ensure a diverse representation of our Town's demographics.

The Committee shall hold regular public meetings, a minimum of one (1) per month, to inform the public of the health of Cranberry Valley. The monthly agenda shall be created as a collaboration with the Director of Golf and the Golf Committee Chair and shall represent the request of the Golf Department and the public. The Director of Golf shall be an invited guest to every meeting; however, attendance by the Director of Golf is not required.

SCOPE AND PROCEDURE:

The Golf Committee may vote to support items presented to the Committee by the Director of Golf or vote to make an alternative recommendation. To make a recommendation to the Select Board, the Golf Committee will create an agenda item for discussion at a public meeting. A positive vote is required to bring the recommendation to the Select Board for approval by way of the Liaison.

Recommendations may include, but are not limited to:

- Near and long-term capital plans
- Strategies related to rates and fees and pass holder decisions.
- Other major items or future development that may impact the golf course.

To request information specific to the maintenance and operation of the golf course, the Golf Committee will create an agenda item for discussion at a public meeting. A positive

vote is required to bring the request to the Select Board for approval by way of the Liaison.

CONDUCT:

The Golf Committee will post meeting notices, maintain and post meeting minutes as required under open meeting law. The Golf Committee will have no influence over the Director of Golf, the Golf Superintendent or any employee and no member of the Committee will direct or request any action of any golf course employee. The Committee has no financial review or audit functions and shall make recommendations to the Select Board solely on the information provided.



Harwich Transfer Station Analysis

TRANSFER STATION OPERATIONS

Overview

The Town of Harwich engaged CliftonLarsonAllen (CLA) to perform a review and analysis of the operations of the Harwich Transfer Station (TS) in light of questions around year-end transfer requests as well as a proposal by the DPW Manager to increase disposal rates (see memo dated 4/25/23 attached as Exhibit C.)

CLA performed a review of the revenue streams and collection processes, systems, account reconciliations, and policies/procedures/controls in place. In addition, CLA analyzed the financial results of DPW for FY23 (estimated) and past years in order to determine whether the TS is covering its costs on an annual basis (see Exhibit A for detailed information on net financial results.)

Background

The Harwich Transfer Station is located at Queen Anne Road in Harwich. Users of the TS include residents, non-residents, Account Holders for Municipal Solid Waste (MSW) disposal, Account Holders for Construction & Debris (C&D) disposal, and cash/check-paying users who don't fall into the former categories. There are also small fees for disposal of items such as appliances, TVs, monitors, tires, etc. Permit holders can dispose of recycled items at no charge.

C&D is collected from local contractors, residents doing renovations/demolition as well as larger companies that collect C&D and dispose of it in Harwich. Similarly, MSW is collected from residents and non-residents as well as larger companies that collect MSW from businesses and residences. Harwich is one of only a few towns on Cape Cod that accepts C&D and MSW from commercial organizations. C&D is trucked to Taunton by Harwich DPW staff almost daily for disposal at WinWaste; MSW is trucked a little less often to Rochester for disposal at SEMASS.

The TS typically has 4 people on site: The Scale Attendant, the MSW Attendant, and 2 staff who go where the need is. The system used by Harwich to monitor and document activity is WasteWORKS which captures transactions and provides reporting.

Generally, the TS functions autonomously; transactions are summarized by the Scale Attendant and brought to the Treasurer's office regularly. Similarly, Account Holder invoices are created and payments received by the Scale Attendant.

Permit Holders

Residents and non-residents can purchase an annual permit to give them access to the TS. To do so, residents must provide a vehicle registration with a local address so they can be charged properly. License plates are scanned by a camera as vehicles enter the TS. The camera doesn't always read the license plate correctly (e.g., interpreting an "L" as a "1") and a warning will appear on the screen to indicate that the plate is not valid. The Scale Attendant will look at the photo and can then type in the correct number to confirm if it's a valid permit. New cameras will be installed at the TS in the near future which are far more accurate.

If the permit is not valid, the option is to (1) radio one of the other attendants to send the vehicle back to the Scale House or (2) do nothing. If it's busy, the latter option is likely. Currently there is no process for tracking the vehicle owner down to collect payment. It appears that this is a rare occurrence.

Non-Permit Holders

Vehicles without a Harwich permit can use the TS by paying a \$10 fee for regular MSW (unless it's a commercial vehicle or has a large amount of C&D or MSW, which is described below.)

C & D/MSW Account Holders

Account Holders (companies who are billed monthly for accessing TS services) drive their vehicle onto the scale as they enter and again as they leave. The Scale House attendant will create a receipt for the tons to be charged. The driver signs the receipt and it is filed by the Attendant to be included in the daily Turnover report. Invoices are sent out monthly to account holders.

C&D/MSW Non-Account Holders or Residential C&D

Vehicles disposing of C&D without an account or residents disposing of C&D drive their vehicle onto the scale as they enter and again as they leave. They 'pay as they go' with either cash or a check. The Attendant prints a receipt in WasteWORKS and accepts payment. Cash is placed in a cash drawer (that can be locked). Checks are clipped to the related receipt. All payments go into a deposit bag at end of day, which is taken to the Treasurer's Office the following weekday. Note also that the Scale House has an alarm system that would immediately notify police and staff in the event of an attempted break-in.

TRANSFER STATION FINANCIAL INFORMATION

Permit Rates – Harwich vs. Comparable Neighboring Towns

The data summarized below was taken from online information available in each town's website. Some of the rates are currently under review in other towns, as they are in Harwich. A few things to note:

- Harwich's proposed rate of \$213/resident permit (Exhibit C) was calculated based on direct expenses associated with waste disposal such as salaries and utilities as well as



indirect costs such as administration and vehicle expense. The analysis also included depreciation which generally is not considered a direct or indirect cost and has therefore been taken out of the financial estimates on Exhibit B. Revenue from recycling is netted against the total expense amount to be recouped from the permit sales.

- Barnstable has a high residential permit cost because it is an Enterprise Fund and is structured to collect what it expends to run the TS.
- Orleans is considering an increase to the permit rate.
- The residential permit rate in Harwich has not increased in 8 years, although the underlying costs of running the TS have increased. The Select Board has indicated that they are not currently in favor of an increase to resident costs.
- Harwich is open the most days of the year compared to other towns: 362 vs. 260 in Dennis. Harwich staff do receive overtime compensation in order for the TS to be open on holidays.

	Days Open per Year		362	362	354	250	260	276	354
	Fees Updated last			Proposed	July-23	October-22	April-23	July-21	April-22
		Harwich	Harwich	Barnstable	Brewster	Dennis	Orleans *	Yarmouth	
RESIDENTIAL STICKER	\$	160.00	\$ 200.00	\$ 320.00	\$ 50.00	\$ 190.00	\$ 185.00	\$ 162.00	
ADDITIONAL STICKER Each	\$	25.00	\$ 25.00	\$ 33.00	\$ 15.00	\$ 22.00	\$ 35.00	\$ 81.00	
NON-RESIDENT STICKER	\$	275.00	\$ 275.00						
RECYCLE STICKER ONLY	\$	50.00	\$ 50.00				\$ 25.00	\$ 30.00	
NO STICKER FEE (PER TRIP)	\$	10.00	\$ 10.00	\$ 10.00		\$ 10.00		\$ 10.00	
TREASURE CHEST STICKER(Residents/Taxpayers Only)	\$	5.00	\$ 5.00						
PAYT (Pay As You Throw)					\$2 per 25lb				

MSW and C&D Rates

The data summarized below was taken from online information available in each town’s website. It appears that there is room to increase the rates for C&D and MSW commercial, even beyond what the Director of DPW is proposing (i.e., not many towns accept C&D/MSW and their rates are currently comparable to those of Harwich). An estimate for FY23 results reflects a surplus for both C&D and MSW operations; a rate increase would offset future escalations in other prices (e.g., hauling costs, fuel, etc.)

	Days Open per Year		362	362	354	260	276
	Fees Updated last			Proposed	July-23	April-23	July-21
		Harwich	Harwich	Barnstable	Dennis	Orleans *	
Costs per Ton							
BRUSH	\$	60.00	\$ 60.00	\$ 75.00			
COMMERCIAL CARDBOARD	\$	60.00	\$ 60.00				
COMMERCIAL LEAVES (compost)	\$	40.00	\$ 40.00		\$ 70.00	\$ 20.00	
COMMERCIAL MSW (5000 tons)	\$	140.00	\$ 150.00			\$ 125.00	
CONSTRUCTION DEBRIS (rates don't typically impact volume)	\$	185.00	\$ 195.00	\$ 220.00	\$ 225.00	\$ 225.00	
MIXED CONSTRUCTION DEBRIS				\$ 330.00			
CONSTRUCTION DEBRIS PER CUBIC YARD					\$ 14.00		
MANURE (compost)	\$	10.00	\$ 10.00	\$ 25.00	N/A	\$ 10.00	
METAL	\$	60.00	\$ 60.00	\$ 35.00	\$ 10.00	\$ 40.00	



Description of steps taken in review of Transfer Station operations

- Observed resident vehicles as they entered the TS and their license plate was confirmed in WasteWORKS
- Reconciled tons inbound vs. tons outbound (MSW and C & D) for select months
- Reviewed voided tickets and related explanation
- Traced and matched days' receipts (cash and checks from non-Account Holders) from the Scale House to Treasurer deposit
- Accounted for all Scale House tickets in several randomly selected days (sequentially)
- Reconciled tons hauled out by Harwich to amounts billed by outside disposal company (WinWaste and SEMASS)
- Prepared estimated Profit & Loss Statement to assess whether Harwich is subsidizing the TS (attached as Exhibits A and B):
 - Overall TS operations contribute to the General Fund with a net surplus calculated as revenue less expenses
 - C & D estimated financial summary with direct and indirect costs for FY23 results in an estimated surplus
 - MSW Commercial estimated financial summary with direct and indirect costs results in an estimated surplus.

Observations/Opportunities

Operations

- The Scale House Attendant prepares the Turnover Sheet each day, attaching the cash and checks received to it before bringing it to the Treasurer's office. Consider enhancing the process to include a review/approval at the Scale House each day by a second person in order to tighten internal controls and segregation of duties.
- Voided transactions are currently not reviewed or approved by anyone. Consider a daily review of all voided transactions (receipts) by a second person (e.g., the TS Manager, Director of DPW, Finance Director) each day with this review noted by signature in the daily Turnover Sheet.
- The Scale House Attendant sends out invoices to Account Holders and receives payments on account. These activities should be done by 2 separate people, in order to maintain internal controls and segregation of duties.
- Currently the Harwich TS is open 362 days per year. Consider the impact both financial and on residents of reducing the numbers of days per week/year.
- Currently the Harwich TS serves surrounding towns (both commercial and residential waste). Consider the financial impact on restricting TS use to Harwich residents only.
- Consider updating WasteWORKS to SQL server version. The cost is \$4,900 for the upgrade and \$200/month thereafter. The current cost of WasteWORKS is \$200/quarter. The Finance Director can get automatic reports daily, weekly, monthly. The new version of the system provides for document scanning in system, license plate scanning and will take a picture of the driver. This could be helpful in the event someone uses the TS without paying or without

a valid permit. The DPW Director has indicated he will arrange for a demo of the upgraded system this summer.

- Recycling disposal costs have increased steadily over the past decade; consider a review of recycling costs and fees to better align the revenues with expenses.

Accounting

- There are currently a number of commercial accounts behind in payments to Harwich (per the Aged Accounts Receivable Report). Consider suspending access for these account holders until their balance is paid in full; this decision may involve a change in policy and approval which should also be considered.
- Accounts Receivable should be recorded monthly in the General Ledger (G/L). The Scale House Attendant should run the A/R Aging report each month and forward to the Finance Director along with a narrative on old or large outstanding balances.
- Transactions for commercial MSW, commercial C & D, residential MSW and residential C & D should be captured separately in unique accounts in MUNIS, rather than combined. For example, payments received for MSW and C&D (not on account) are all recorded in Regular Disposal Fees. This will allow for easier analysis of activity.
- Budgeting is currently done at a consolidated level. Consider budgeting by volumes taken in and disposed of (to more clearly understand variances throughout the year) as well as staffing levels for each shift and the resulting overtime costs that may be incurred.

Financial results

- Consider accepting EFTs (specifically for Account Holders) or credit cards (impact of 3% processing fee is estimated at \$1mm @ 3% = \$30K); this fee could be passed onto credit card users through a higher fee, and a discount to those who pay in cash. Alternatively, there could be a separate line item budget for the credit card fee.
- Consider enhancing the budget process by identifying and using key drivers of revenue/expense in the process: volume of C&D/MSW, rates to dispose of each, projected fuel costs, compensation increases, overtime required. In addition, it would be helpful to identify constraints on volume (e.g., number of trucks available to haul waste on a daily basis.)
- Insights on the operations of the TS may be more readily apparent by looking at a full Profit & Loss statement including all revenues and expenses, including any year-end transfers (per Exhibit A.) If there is a net surplus, the TS is contributing to the General Fund in a given year.
- It also appears that there is room to increase the cost of one-off disposals (e.g., couches, TVs, etc.) to be more in line with neighboring towns and more closely mirror the cost to Harwich for disposal of these items.

Days Open per Year	362	362	354	260	276
Fees Updated last		Proposed	July-23	April-23	July-21
	Harwich	Harwich	Barnstable	Dennis	Orleans *
MATTRESS, BOXSPRINGS	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 15.00
COMPUTERS AND MONITORS	\$ 10.00	\$ 10.00	\$ 5.00	\$ 15.00	
STOVE, WASHER, DRYER, WATERHEATER, MICROWAVE, STUF	\$ 10.00	\$ 10.00			
TIRE UNDER 19" (some towns specify with rim, etc.)	\$ 3.00	\$ 10.00	\$ 6.00	\$ 10.00	\$ 10.00
TIRE OVER 19" (some towns specify size)			\$ 20.00	\$ 30.00	\$ 20.00
COUCH, REFRIGERATOR, TV, AIRCONDITIONER, TRUCK TIRE	\$ 15.00	\$ 15.00	\$ 20.00	\$ 10.00	\$ 15.00
GAS GRILL, BICYCLE,LAWNMOWER, PROPANE TANKS,TOILETS	\$ 5.00	\$ 5.00	\$ 10.00		

Additional considerations – further analysis

- Review vehicle traffic volatility (compare year to year volume for several months) for staffing and other operational decisions. One insight from this analysis may be a comparison of the commercial waste brought to the TS vs. trucked to disposal areas outside of Harwich.
- Create and review a report on Cash Received vs. Tickets Printed (i.e., see how many customers don't get/ask for a receipt). This should be the exception since staff are trained to give everyone a receipt and there is a sign at the TS which alerts vehicles to this practice.
- Consider limiting access rights in WasteWORKS based on the user's job-related roles and responsibilities. This will strengthen controls within WasteWORKS to better protect the customer information and TS data. Specifically, ensure "Manual" option is not available for every Scale House Attendant to record weight of vehicles (should be automatically calculated and then compared to the tare weight in the system.) Generally, this would happen with compost disposal.
- Consider automating an interface between WasteWORKS and the MUNIS system to allow for timely and accurate reporting of data. This could potentially include an export/upload of data.

Exhibit A

Estimated P & L for DPW (as of 7/7/23)

6/30/2023	TOWN OF HARWICH - LIVE DATA						
	HISTORICAL ACTUALS COMPARISON REPORT						
100	GENERAL FUND	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CURRENT YR	
14394	WASTE DISPOSAL REVENUE	ACTUALS	ACTUALS	ACTUALS	ACTUALS	PROJECTION	
		FY20	FY21	FY22	FY23	FY23	NOTES
014394 424701	DISPOSAL AREA STICKERS	(886,605)	(985,245)	(878,581)	(399,589)		
014394 424702	DISPOSAL REGULAR FEES	(1,008,645)	(1,167,657)	(1,220,766)	(1,164,721)		
014394 424703	DISPOSAL COMMERCIAL FEES	(1,270,694)	(1,610,661)	(1,957,559)	(1,375,834)		
014394 427010	RECYCLE NEWSPAPER	18,985	-	(14,369)	(1,092)		
014394 427011	RECYCLE BOTTLES	(18,745)	-	(26,830)	(23,834)		
014394 427012	RECYCLE OTHER ITEMS	(1,653)	(2,191)	(1,351)	(1,545)		
014394 427013	RECYCLE METAL	(42,070)	(71,625)	(97,627)	(48,182)		
014394 445000	TREASURE CHEST STICKERS	-	-	-	(7,395)		
TOTAL	WASTE DISPOSAL REVENUE	(3,209,426)	(3,837,379)	(4,197,083)	(3,022,193)	(3,720,000)	Per WasteWORKS report + permits
014211	SALARIES & WAGES	682,525	713,912	775,308	785,548	785,548	
	FRINGE 20%?	136,505	142,782	155,062	157,110	157,110	
014212	PURCHASED SERVICES	1,667,429	2,388,756	2,559,413	2,405,330	2,405,330	
014212	OTHER - DPW ONLY	53,237	63,475	92,763	164,093	164,093	
	TOTAL EXPENSES	2,539,697	3,308,925	3,582,545	3,512,081	3,512,081	
	(SURPLUS)/DEFICIT	(669,729)	(528,454)	(614,538)	489,888	(207,919)	Net Surplus estimated for all years

This data was downloaded from MUNIS, the Financial Management System. Note that revenue numbers are in brackets while expense numbers do not have brackets.



Exhibit B

		C & D Revenue and Expense - Estimated			
					as of 7/12/23
Revenue (\$185/ton)			\$ 1,911,975		
	Amount	FY23			
Trips - 641 over 11.5 months		700			
Total Hours	4	2,800			
Miles to WinWaste Taunton (round trip)	172		78,260	\$ 0.65	IRS rate per mile (instead of fuel, parts, repairs, etc)
C & D Disposed (outbound)		10,335	1,167,855	\$ 113.00	WinWaste charge per ton
Fuel charge/environmental charge			96,942		\$7.13 and \$2.25
Salary - Trucks (1 driver)	\$ 30.00		84,000		
Fringe	30%		25,200		
Transfer Station Staff - allocation	10%		86,710		10% of TS Staff
Scale House salary allocation	20%		17,738		20% of Scale House attendant
Admin/Mechanic Allocation			119,955		Per Link Hooper memo 4/25/23 allocated by # trips
Scale House Repairs & Maintenance			2,750		
Subtotal Expenses			1,679,410		
Net Surplus/(Deficit)			232,565		

		MSW Commercial Revenue and Expense - Estimated			
					as of 7/12/23
Revenue (\$140/ton)	Amount	FY23	\$ 641,200	\$ 140.00	4,580 tons
		4580			
Trips	50%	199			50% of trips = commercial
Total Hours	2.5	496			
Miles to SEMASS Rochester (round trip)	103		13,290	\$ 0.65	IRS rate per mile (instead of fuel, parts, repairs, etc)
MSW Disposed (outbound)		4,580	454,565	\$ 99.25	SEMASS charge per ton
Salary - Trucks (1 driver)	\$ 30.00		14,888		
Fringe	30%		4,466		
Transfer Station Staff - allocation	10%		43,355		10% of TS Staff split between commercial and residential
Scale House salary allocation	40%		35,476		20% of Scale House attendant
Admin Allocation			68,031		Per Link Hooper memo 4/25/23 allocated by # trips, incl fringe
Scale House Repairs & Maintenance			1,125		
Subtotal Expenses			635,196		
Net Surplus/(Deficit)			6,004		

CLConnect.com

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://www.claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: April 25, 2023

RE: FY 24 Disposal Area Fee Recommendations

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

- Increase Residential permit fee from \$160 to \$200
- Increase Commercial MSW from \$140 to \$150
- Increase C&D from \$185 to \$195
- Increase Tires from \$3 to \$10

The attached FY 24 Disposal Area Expenses includes all the direct costs of providing residential services such as MSW tip fees, fuel, utilities, salaries and other expenses. It also includes indirect costs such as equipment depreciation, employee fringe benefits and salaries allocated from other DPW personnel (administration & vehicle maintenance) that support Disposal Area functions.

My analysis indicates that the Residential Permit should be \$213 to accurately reflect the expenses associated with providing residents with solid waste and recycling services. It has been nearly 8 years (July 1, 2015) since the last increase in residential permit while the Town's cost of MSW disposal has increased 77% in that same timeframe (\$60 per ton to \$106 per ton).

My recommendation to increase commercial MSW is based on both our cost of disposal (currently \$106 per ton) and what Covanta charges their customers at the Yarmouth Transfer Station. We have typically maintained a \$10 to \$20 per ton delta over what Covanta charges, which usually keeps us from being inundated with large quantities of MSW.

While the survey of surrounding communities suggests that Harwich's C&D price may appear low, only the Town of Yarmouth (\$165), S&J Exco (Dennis - \$195) and Paul

Daniels (Orleans - \$217) handle commercial quantities of this material. Further, the Town of Yarmouth DPW Director plans on recommending that they increase their price this July, but does not know by how much yet.

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

Thank you for your consideration in this matter.

Cc: Joe Powers, Town Administrator

Attachments: Primary and Secondary Sticker Calculations
FY 24 Disposal Area Expenses
FY 23/24 Surrounding Community Disposal Area Fees
Depreciation Schedule, Disposal Area Revenue

Primary Stickers

Residential Sticker Expenses			\$1,352,570
Less Revenue from Recycle / Prorated / Non Resident / Daily Pass			(\$118,330)
Less Revenue from the sale of recyclables (estimate)			(\$93,848)
Less Revenue from Secondary Sticker	1709 @ \$25		<u>(\$42,725)</u>
Cost to be covered by Primary Stickers			\$1,097,667
Divided by FY23 Primary Sticker Sales		÷	5,156
			\$213

Secondary Stickers

Residential Sticker Expenses			\$1,352,570
Less Revenue from Primary Stickers			
FY23 Stickers Sold	5,156 @ \$213	=	(\$1,097,667)
Less Revenue from Recycle Only / Prorated / Daily Pass Sales			(\$118,330)
Less Revenue from the sale of recyclables (estimate)			<u>(\$93,848)</u>
Costs Not Covered by Primary Sticker Sales			\$42,725
Divided by FY23 Secondary / Additional Stickers		÷	<u>1709</u>
Cost per Additional Sticker			\$25

FY24 Disposal Area Expenses

45%

55%

Expenses	Residential Sticker Services *	Fee Based / Commercial Services **	Total	Notes
MSW	\$481,094	\$588,004	\$1,069,098	FY24 Request
C&D		\$1,213,892	\$1,213,892	FY24 Request
Tires Recycling		\$3,000	\$3,000	FY24 Request
Wood Chipping		\$12,000	\$12,000	FY24 Request
Transfer Station Runoff	\$900	\$1,100	\$2,000	FY24 Request
Paint Disposal	\$5,000		\$5,000	FY24 Request
Propane Tank		\$1,000	\$1,000	FY24 Request
Freon Removal		\$13,500	\$13,500	FY24 Request
Television Recycling		\$15,000	\$15,000	FY24 Request
Gasoline Recycling	\$2,775		\$2,775	FY24 Request
Mattress Disposal		\$92,250	\$92,250	FY24 Request
Antifreeze Recycling	\$500		\$500	FY24 Request
Household Hazardous Waste Collection	\$36,000		\$36,000	FY24 Request
Post-Closure Costs	\$3,150	\$3,850	\$7,000	FY24 Request
Uniforms, t-shirts, etc...	\$4,398	\$5,375	\$9,772	24% of FY24 Request
Electricity	\$7,992	\$9,768	\$17,760	FY24 Request
Gas Utility	\$2,079	\$2,541	\$4,620	FY24 Request
Repairs-Scale		\$4,000	\$4,000	FY24 Request
Transfer Station Repairs	\$2,250	\$2,750	\$5,000	FY24 Request
Medical	\$768	\$939	\$1,706	24% of FY24 Request
Telephone/Alarm	\$2,097	\$2,563	\$4,660	FY24 Request
Office Supplies	\$900	\$1,100	\$2,000	25% of FY24 Request
Custodial Supplies	\$540	\$660	\$1,200	10% of FY24 Request
Diesel Fuel	\$77,220	\$94,380	\$171,600	Est. 55,000
Vehicle Parts & Supplies	\$46,125	\$56,375	\$102,500	50% of FY24 Request
Public Works Supplies	\$5,850	\$7,150	\$13,000	20% of FY24 Request
LPR Yearly Support	\$9,000		\$9,000	FY24 Request
Capital Equipment Depreciation	\$49,155	\$60,079	\$109,234	See attached depreciation schedule
Salaries and Wages	\$352,196	\$430,462	\$782,658	FY24 Request
Salaries Allocated from DPW Personnel	\$118,665	\$145,035	\$263,700	40% Administrative / 50% Mechanic Salaries
Employee Fringe	\$143,916	\$175,897	\$319,813	45% of FT Wage
Total	\$1,352,570	\$2,942,669	\$4,295,238	

FY23/24 Surrounding Community Disposal Area Fees

MATERIAL	FY23 BARNSTABLE	FY23 CHATHAM	FY23/24 DENNIS	FY23 ORLEANS	FY23 YARMOUTH	AVERAGE	FY23 HARWICH
Residential Sticker	\$ 300.00	\$ 150.00	\$ 190.00	\$ 185.00	\$ 162.00	\$ 197.40	\$ 160.00
2nd Sticker	\$ 31.00	\$ 25.00	\$ 22.00	\$ 35.00	\$ 81.00	\$ 38.80	\$ 25.00
No Sticker Fee (assuming 3 bags)*	\$ 20.00	\$ 5.00	\$ 22.00	\$ 6.00	\$ 15.00	\$ 13.60	\$ 10.00
C&D**	\$ 200.00	\$ 190.00	\$ 225.00	\$ 225.00	\$ 165.00	\$ 201.00	\$ 185.00
Commercial MSW**	N/A	\$ 90.00	N/A	\$ 125.00	N/A	\$ 107.50	\$ 140.00
Metal**	\$ 35.00	\$ 65.00	\$ 10.00	\$ 40.00	\$ 65.00	\$ 43.00	\$ 60.00
Brush**	N/A	\$5-\$48 per trip	\$ 70.00	\$15-\$80 per load	\$ 65.00	\$ 67.50	\$ 60.00
Commercial Compost**	\$75 per load	\$ 50.00	\$ 40.00	\$ 20.00	N/A	\$ 36.67	\$ 40.00
Computer Monitors	\$ 5.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 13.00	\$ 10.00
Tire	\$ 4.00	\$ 10.00	\$ 10.00	\$ 5.00	\$ 5.00	\$ 6.80	\$ 3.00
Tire with Rim	\$ 4.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 8.80	\$ 3.00
Refrigerator	\$ 15.00	\$ 15.00	\$ 10.00	\$ 20.00	\$ 18.00	\$ 15.60	\$ 15.00
Mattress/ Box Spring	\$ 30.00	\$ 30.00	\$ 30.00	\$ 15.00	\$ 25.00	\$ 26.00	\$ 30.00
TV	\$ 22.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 16.40	\$ 15.00
Couch	\$ 20.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 25.00	\$ 18.00	\$ 15.00
Chair	\$ 20.00	\$ 5.00	\$ 10.00	\$ 15.00	\$ 25.00	\$ 15.00	\$ 10.00
White Goods	\$ 10.00	\$ 15.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 11.00	\$ 10.00
Microwave	\$ 10.00	\$ 15.00	\$ 5.00	\$ 5.00	\$ 10.00	\$ 9.00	\$ 10.00
Air Conditioner	\$ 15.00	\$ 15.00	\$ 5.00	\$ 15.00	\$ 18.00	\$ 13.60	\$ 15.00
Water Heater	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Gas Grill	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Bike	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Lawnmower	\$ -	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 4.00	\$ 5.00
Propane Tank 20#	\$ 5.00	\$ 5.00	\$ -	\$ 5.00	\$ 10.00	\$ 5.00	\$ 5.00

* Chatham and Dennis charge a per bag fee

** These items are represented in a per ton cost

Barnstable, Chatham and Orleans only have FY23 rates available.

Dennis has FY24 Sticker rates and FY23 rates for other items

Yarmouth rates are for FY23

Paul S. Daniels
S&J Exco Inc.

C&D \$217.50/ ton, \$57 (.25 ton) min.
C&D \$195/ton

Depreciation

	Purchase Price	Depreciation Per Year	Remaining Depreciation	Remaining Depreciation Per Year
2018 MSW Trailer	\$69,999	\$7,000	\$28,000	\$7,000
2018 C&D Trailer	\$69,101	\$6,910	\$34,551	\$6,910
2022 C&D Trailer	\$69,450	\$6,945	\$62,505	\$6,945
2022 C&D Trailer	\$69,450	\$6,945	\$62,505	\$6,945
2009 Roll Off Truck (15 year)	\$148,844	\$9,923	\$9,923	\$9,923
2021 Pup Trailer	\$31,925	\$3,193	\$25,540	\$3,193
Transfer Station Overhaul (25 yr)	\$250,000	\$10,000	\$180,000	\$10,000
2016 Mack Tractor (15 yr)	\$138,750	\$9,250	\$74,000	\$9,250
2017 Mack Tractor (15 yr)	\$138,750	\$9,250	\$83,250	\$9,250
2017 Siding/Gutters (25 yr)	\$95,400	\$3,816	\$72,504	\$3,816
2017 L90H Loader (15 yr)	\$177,225	\$11,815	\$106,335	\$11,815
2021 L90H Loader (15 yr)	\$194,159	\$12,944	\$168,271	\$12,944
2023 Mack Tractor (15 yr)	\$168,653	\$11,244	\$168,653	\$11,244
Total	\$2,021,315		\$1,076,036	\$109,234

Disposal Area Revenue

	FY21	FY22	FY23 to date
Gate Receipts ***	\$2,778,318	\$3,178,326	\$2,222,391
Sticker Revenue	\$985,245	\$878,581	\$922,830
Recycling Revenue	\$73,816	\$140,176	\$51,374
Total Revenue	\$3,837,379	\$4,197,083	\$3,196,596

* FY23 to date Sticker Revenue from Sticker Tracker 6/1/22 - 4/21/23

NEW BUSINESS



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Carlene Jones, Assessing Director

RE: ROFR for 48 Blue Heron Landing

Date: September 14, 2023

A part of this property was originally part of 108/P3, which has a Chapter 61A lien on the parcel. Chapter 61 programs offer a property tax break for landowners willing to commit to keeping some or all of their land undeveloped for a specified period of time. Chapter 61A is for land growing agricultural or horticultural products such as cranberries. Rather than being assessed at its development value, land enrolled in Chapter 61A is assessed for its agricultural use. Agricultural assessment values are set annually by the Farmland Valuation Advisory Commission. When a landowner enrolls in the Chapter 61A program, a lien is attached to their property to ensure that undeveloped land will continue to provide public benefits.

When the piece was subdivided out in FY2020 and sold to the abutter, rollback taxes were never calculated, and the lien was not released. As a result of that, the Town did not waive its right of first refusal.

The property at 48 Blue Heron Landing is now in the process of selling. In order for the Assessing office to release the lien, we will need the Town to waive its right of first refusal by vote of the Select Board.

Once the Town waives its right of first refusal, then we can issue the bill for rollback taxes. As soon as the rollback taxes are paid, the Board of Assessors will meet to release the lien. The lien release will need to be recorded at the Barnstable Registry of Deeds and then the title will be clear for the sale.

WAIVER OF FIRST REFUSAL

The Harwich Select Board in accordance with MGL – 61A, Section 14 hereby acknowledges that at a duly convened regular meeting of the Select Board on Monday, September 18, 2023, the Board voted to waive the right of first refusal that it had pursuant to said Statute concerning the property located at 48 Blue Heron Landing, Harwich, MA. As a consequence, the owners of said property, Edward F. Hayes and Melanie W. Hayes, are free to sell said property for the sum of \$960,000.00 to Lawrence Devlin and Barbara Wagner for single-family residential use, all pursuant to the Notice of Intent to Sell dated September 12, 2023 received from Edward F. Hayes and Melanie W. Hayes.

Shown as Lot 8 on Plan Book 384 Page 4, 5 and 6 (Sheet 3) and Parcel 2B shown on Plan Book 686 Page 71, for title see Book 26065 Page 131 and Book 33236 Page 107 Barnstable County Registry of Deeds.

Executed this ____ day of September, 2023.

Harwich Select Board By:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. _____, 2023

Then personally appeared the above-named _____, _____ as aforesaid, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that she/he signed it voluntarily for its stated purpose.

My Commission Expires:

Notary Public



CAPE COD METROPOLITAN PLANNING ORGANIZATION (CCMPO)

SUB-REGIONAL ELECTION PROCESS 2023 FOR TERM JANUARY 1, 2024 – DECEMBER 31, 2026 APPROVED BY THE CCMPO ON JUNE 26, 2023

ACTION ITEMS AND DATES

Introduction

Sub-regional representation on the Cape Cod Metropolitan Planning Organization (CCMPO) consists of Select Board member¹ from each of the following sub-regions:

- Sub-region A: Towns of Bourne, Falmouth, Mashpee and Sandwich
- Sub-region B: Towns of Yarmouth, and Dennis
- Sub-region C: Towns of Brewster, Harwich, Chatham, and Orleans
- Sub-region D: Towns of Eastham, Wellfleet, Truro and Provincetown

The Select Board member representing each sub-region shall be elected for a three-year term by the Select Board members from within their sub-region. The election process must be approved by the CCMPO and is administered by Cape Cod Commission staff. Steven Tupper, Cape Cod Commission Deputy Director, will serve as the CCMPO Election Official for this process.

Upon beginning the process, staff will send a copy of this document to the Town Administrators, Town Clerks, and Select Board members in each of the towns informing them of the election process. Throughout the process, Select Board members will be acting **individually**; no actions will be taken collectively by any Board.

¹ The terms “selectman” and “selectmen” are used in the current CCMPO Memorandum of Understanding (04-25-2022), but “select board member” and “select board members” are used as a generalized term in this document.

Request for Nominations – October 16, 2023

At the posted CCMPO meeting to be held on October 16, 2023, the CCMPO Chair will accept nominations for a slate of candidates for consideration for the CCMPO sub-regional representatives for a term that runs from January 1, 2024 – December 31, 2026.

Any current sitting Select Board member for each town contained in the sub region may be nominated for consideration (i.e., for sub region A, any Select Board member from the towns of Bourne, Falmouth, Mashpee or Sandwich may be nominated, for sub region B, any Select Board member from the towns of Dennis or Yarmouth may be nominated, for sub region C, any Select Board member from towns of Brewster, Harwich, Chatham, or Orleans may be nominated , for sub region D, any Select Board member from the towns of Eastham, Wellfleet, Truro or Provincetown may be nominated.

Those Select Board members who are unable to attend the October 16, 2023 meeting may communicate their nomination request to staff prior to the meeting. Nomination shall come from Select Board member acting **individually**; no nomination should come from Select Boards as a whole. **This communication with staff must be sent via email to stupper@capecodcommission.org and must be received by October 10, 2023.**

At the October 16, 2023 CCMPO meeting, any current Select Board member in attendance may nominate themselves, any Select Board member from their own town, or any of the towns in their Sub Region. Current MPO members in attendance may also nominate any Select Board member from any of the towns in the Sub-Region under consideration. The nominated person need not be present to be considered as a candidate. During the October 16, 2023 CCMPO meeting, staff will advise the CCMPO of any requests staff has received for nomination for consideration for action by the current CCMPO members during the meeting.

Once the CCMPO Chair has accepted nominations for all four sub regions, the slate of candidates will be announced at the October 16, 2023 MPO meeting, subject to confirmation by staff as detailed below.

Staff Role in Finalizing the Slate of Candidates

Staff will confirm with each nominated member his/her willingness and ability to serve as a CCMPO representative. Should a candidate be unable/unwilling to be on the slate, his/her name will not be placed on the ballot. Once staff has confirmed each nominated member's willingness and ability, the slate of candidates will be finalized. The slate of candidates will be posted on the CCMPO website at www.capecodcommission.org/mpo and identified on the agenda for the November 20, 2023 CCMPO meeting.

MPO Sub-Regional Election – November 20, 2023

At the posted CCMPO meeting to be held in November (slated for November 20, 2023), the CCMPO will conduct a sub-regional election for the four sub-regional representative seats on the CCMPO (Sub region A, B, C, and D) for the period January 1, 2024 – December 31, 2026. Each member of the Select Boards from the following towns will have one vote: Sub region A (Bourne, Falmouth, Mashpee, Sandwich); Sub region B (Dennis, Yarmouth); Sub region C (Brewster, Chatham, Harwich, Orleans); Sub region D (Eastham, Provincetown, Truro, Wellfleet).

Each current member of the Select Boards for Sub Region A (Bourne, Falmouth, Mashpee, Sandwich); Sub region B (Dennis, Yarmouth); Sub region C (Brewster, Chatham, Harwich, Orleans); Sub region D (Eastham, Provincetown, Truro, Wellfleet), acting **individually**, will have the opportunity to vote at the November 20, 2023 CCMPO meeting.

Those Select Board members who are unable to attend the November 20, 2023 meeting will have the opportunity to submit an absentee ballot. This ballot will be sent by the CCMPO Election Official to the Selectmen's official email address once the slate of candidates has been finalized. **The absentee ballot must be completed and sent electronically via email to MPO.election@capecodcommission.org no later than **November 9, 2023**.**

At the November 20, 2023 CCMPO meeting, the CCMPO Chair shall conduct each sub-regional election individually, beginning with Sub Region A, then B, C and D. For each election, the CCMPO Chair shall take roll call votes from individual members of the Select Boards for that sub region in attendance at the meeting. (i.e., Sub region A, from Towns of Bourne, Falmouth, Mashpee and Sandwich, for sub region B, from Towns of Dennis and Yarmouth, for sub region C, from Towns of Brewster, Harwich, Chatham, and Orleans, for sub region D, from Towns of Eastham, Wellfleet, Truro and Provincetown), followed by the CCMPO Election official reading into the record the absentee ballots received by the Election Official at MPO.election@capecodcommission.org on or before November 9, 2023. The votes will be tallied for each sub region and the representative with the highest vote in the sub region wins. In the event of a tie, a run-off election will be held between the tied candidates at the December CCMPO meeting. Select Board members who were unable to attend the meeting will be notified of the CCMPO election results by staff.

2024 Annual Town Meeting - Monday, May 6, 2024

Town of Harwich

Project start date: 9/5/2023

Milestone marker: 1 

Scrolling increment: 0

Milestone description	Assigned to	Progress	Start	Days	SEPTEMBER															OCTOBER															
					T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
Five Year Financial Outlook			8/11/2023	41	[Gantt bar from 8/11/2023 to 9/20/2023]																														
Establish data sets	TA/FD/DOR DLS	75%	8/11/2023	31	[Gantt bar from 8/11/2023 to 9/10/2023]																														
Review draft report	TA/FD/DOR DLS	0%	9/8/2023	9	[Gantt bar from 9/8/2023 to 9/17/2023]																														
Present to Select Board	TA/FD	0%	9/18/2023	1	[Gantt bar at 9/18/2023]																														
Distribute to Dept. Heads	TA	0%	9/19/2023	1	[Gantt bar at 9/19/2023]																														
Operating Budget Development			9/5/2023	120	[Gantt bar from 9/5/2023 to 10/24/2023]																														
Draft budget message	TA/FD	0%	9/19/2023	22	[Gantt bar from 9/19/2023 to 10/10/2023]																														
Present to Select Board	TA/FD	0%	10/10/2023	1	[Gantt bar at 10/10/2023]																														
Distribute to budget owners	TA	0%	10/11/2023	1	[Gantt bar at 10/11/2023]																														
Develop operating budgets	DH	0%	10/11/2023	53	[Gantt bar from 10/11/2023 to 11/29/2023]																														
Review operating budgets	TA	0%	11/30/2023	57	[Gantt bar from 11/30/2023 to 1/28/2024]																														
Present Comprehensive Budget	TA	0%	1/22/2024	1	[Gantt bar at 1/22/2024]																														
Capital Plan Development			9/5/2023	90	[Gantt bar from 9/5/2023 to 11/24/2023]																														
Submit applications	DH	0%	9/5/2023	40	[Gantt bar from 9/5/2023 to 10/15/2023]																														
Review applications	COC	0%	10/10/2023	55	[Gantt bar from 10/10/2023 to 12/29/2023]																														
Joint Meeting on Capital Plan	SB/FC	0%	12/4/2023	1	[Gantt bar at 12/4/2023]																														
Warrant Development			10/6/2023	180	[Gantt bar from 10/6/2023 to 1/24/2024]																														
Discuss draft article topics	SB/TA	0%	9/18/2023	157	[Gantt bar from 9/18/2023 to 1/13/2024]																														
<u>Accept petitioned articles</u>	TC/TA	0%	9/5/2023	159	[Gantt bar from 9/5/2023 to 1/10/2024]																														
Place petitioned articles	SB	0%	2/20/2024	1	[Gantt bar at 2/20/2024]																														
Transmit Warrant to Finance Comm.	SB	0%	2/20/2024	8	[Gantt bar from 2/20/2024 to 2/28/2024]																														
<u>Hold Public Hearing</u>	FC	0%	2/26/2024	34	[Gantt bar from 2/26/2024 to 3/30/2024]																														
<u>Provide written recommendations</u>	FC	0%	2/26/2024	34	[Gantt bar from 2/26/2024 to 3/30/2024]																														
Warrant Distribution					[Gantt bar from 2/26/2024 to 3/30/2024]																														
Close and sign warrant	SB	0%	2/18/2024	45	[Gantt bar from 2/18/2024 to 3/23/2024]																														
Conduct motions meeting	SB/TM/TC/FC/TA/FD	0%	3/1/2024	40	[Gantt bar from 3/1/2024 to 3/31/2024]																														
<u>Post warrant in newspaper</u>	TA	0%	4/1/2024	15	[Gantt bar from 4/1/2024 to 4/16/2024]																														
Post warrant in precincts	TC	0%	4/1/2024	26	[Gantt bar from 4/1/2024 to 4/27/2024]																														
TOWN MEETING			9/5/2023	245	[Gantt bar from 9/5/2023 to 1/19/2024]																														
<u>Town Meeting Begins</u>	TM/TC/SB	0%	5/6/2024	1	[Gantt bar at 5/6/2024]																														
Fiscal Year 2024 Ends					[Gantt bar from 5/6/2024 to 5/6/2024]																														
Fiscal Year ends		0%	6/30/2024	300	[Gantt bar from 6/30/2024 to 6/30/2024]																														

**2024 Annual Town Meeting
Prospective Article Topics**

TOPIC	TYPE	LEAD
Inclusionary Housing Bylaw	Zoning Bylaw	Nickerson, Brianna
Team Building Apparatus on Town Land (Assessor Map 50 Parcel E4	Appropriation/CPC	Beebe, Eric
Broadband Analysis	Appropriation/CPC	Eaton, Sarah
REOS Committee items	Appropriation/Capital/CPC	TBD
Short-term Rental Tracking System	Appropriation	TBD
Town Newsletter	Appropriation	TBD
Increase Human Services Grant Award Amounts	Appropriation	Mewhinney, Kara
Down Payment/Closing Cost Assistance Program	Appropriation/CPC	Nickerson, Brianna
Harwich Port Parking	Appropriation	Various
Electric Vehicle Charging Station Construction	Appropriation	Various
Zoning Bylaw – Use Variance amendment	Zoning Bylaw	Various
Zoning Bylaw – Primary Use v. Multiple Uses	Zoning Bylaw	Various

**Five Year Capital Outlay Plan
FY 2024 to 2028**

Department	Title	FY2024	FY2025	FY2026	FY2027	FY 2028	Five Year Total
Administration	Beautify the villages of Harwich	50,000	50,000	50,000	50,000	50,000	250,000
Administration							
Channel 18	Equipment upgrades	4,388	47,863	24,897	45,000	16,500	138,648
Channel 18							
Facilities Maintenance	100 Oak Street (Community Center)	145,500	295,000	0	653,000	0	1,093,500
Facilities Maintenance	183 Oak Street (Cranberry Valley Golf Course)	0	0	85,000	0	0	85,000
Facilities Maintenance	183 Sisson Road (Public Safety Complex)	0	52,000	0	0	135,000	187,000
Facilities Maintenance	204 Sisson Road (old Middle School)	1,982,427	650,000	265,000	0	0	2,897,427
Facilities Maintenance	209 Queen Anne Rd (DPW Complex)	0	0	0	3,680,000	0	3,680,000
Facilities Maintenance	273 Queen Anne Rd (Transfer Station)	157,300	0	0	0	545,000	702,300
Facilities Maintenance	728 Main Street (Albro House)	0	0	0	0	0	0
Facilities Maintenance	732 Main Street (Town Hall)	0	0	0	0	275,000	275,000
Facilities Maintenance	739 Main Street (Brooks Free Library)	90,000	0	0	40,000	740,000	870,000
Facilities Maintenance	80 Parallel St (Brooks Academy)	0	175,000	350,000	350,000	0	875,000
Facilities Maintenance	715 Route 28 (Harbor complex)	0	200,000	0	0	0	200,000
Facilities Maintenance	ADA compliance requirements	121,000	0	0	0	0	121,000
Facility Maintenance							
Fire Department	Ambulances	0	450,000	0	463,500	0	913,500
Fire Department	Engines/Other Fire Equipped Vehicles	350,000	0	0	0	750,000	1,100,000
Fire Department	Equipment replacements	36,580	0	0	0	0	36,580
Fire Department	Vehicles	0	70,000	0	0	0	70,000
Fire Department							
Golf	Irrigation Update	0	1,250,000	0	0	0	1,250,000
Golf							
Harbormaster	Allen Harbor Jetty	0	0	0	2,350,000	0	2,350,000
Harbormaster	Herring River Ramp replacement	0	30,000	0	300,000	0	330,000
Harbormaster	Wixon Landing improvements	30,000	0	0	0	0	30,000
Harbormaster	Saquatucket Bulkhead replacements	0	0	650,000	0	9,915,000	10,565,000
Harbormaster	Vehicle replacement	0	0	42,000	0	0	42,000
Harbors							
Harwich Elementary School	Maintenance	0	0	180,000	100,000	100,000	380,000
Harwich Elementary School							
Information Technology	Technology reinvestment	387,000	250,000	250,000	250,000	250,000	1,387,000
Information Technology							
Police Department	Police Cruiser replacements	183,000	0	0	0	0	183,000
Police Department	Equipment replacements	64,115	56,115	56,115	18,000	0	194,345
Police Department	Technology replacement	20,000	0	0	0	0	20,000
Police Department							
Public Works	Road maintenance/improvements	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	7,000,000
Public Works	Equipment replacements	75,000	0	0	0	0	75,000
Public Works	Vehicle replacements	515,000	605,000	555,000	650,000	505,000	2,830,000
Public Works							
Water Department	Vehicle replacements	0	175,000	0	0	0	175,000
Water Department	Equipment replacements	0	125,000	0	0	0	125,000
Water Department	Pavement management plan	175,000	0	0	0	0	175,000
Water Department	New well source exploration (phase 2)	600,000	0	0	0	0	600,000
Water Department	Rt. 28 water main replacemenet	14,700,000	0	0	0	0	14,700,000
Water Department	Paint Pleasant Lake Ave. tank	0	2,000,000	0	0	0	2,000,000
Water Department	Distribution system upgrades	0	10,000,000	0	0	0	10,000,000
Water Department	Pipe discontinuity upgrade	0	0	1,500,000	0	0	1,500,000
Water Department							
Wastewater Department	E. Harwich Collection System Expansion	50,000,000	0	0	0	0	50,000,000
Wastewater Department	Phase 4 Collection System design	0	2,500,000	0	0	0	2,500,000
Wastewater Department	Rt. 28 sewer main installation	6,500,000	0	0	0	0	6,500,000
Wastewater Department							
ANNUAL TOTALS		77,586,310	20,130,978	4,978,012	9,999,500	14,349,500	126,515,720

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with SOLitude Land Management

Date: September 14, 2023

This memo corresponds to Agenda Item VIII, A: *Approve a contract with SOLitude Lake Management for the Alum Treatment of Skinequit Pond in the amount of \$89,028.00.*

Funding for this project was approved through Article 34 of the 2023 Annual Town Meeting in the amount of \$92,000. MGL ch 30 B was used to procure services for the alum treatment at Skinequit Pond. A request for proposals was drafted and issued via Commbuys, the Goods and Services Bulletin, the Cape Cod Chronicle and the Town's website.

Sealed bids were due on August 24, 2023 and one bid was received. The bid from SOLitude Lake Management was reviewed and found to be both responsive and responsible. The bid price is \$89,028.00, under the appropriated amount. A contract has been signed by the vendor as well as the Finance Division.

The project has been reviewed and approved by the Conservation Commission and is scheduled to begin within the next month, with treatment happening after October 15th.

I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Rendon DEPARTMENT: Harbor

FUNDING SOURCE: 2023 ATM article #34 80271292 / 623034

Appropriated amount: \$92,000.00 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

MGL C. 30 B Sealed bids

PURCHASE DESCRIPTION:

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

contract with vendor to provide alum treatment to Skinequit Pond as approved by Town Meeting 2023.

IFB reviewed by Conservation Commission.

Bid result: \$89,100.00

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Megan Green Account # _____
DocuSigned by: EA0B31BD1FFB473...

80271292 / 62303
\$89,100.00

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and SOLitude Lake Management, LLC with an address of 590 Shrewsbury, MA 01545 hereinafter referred to as "Contractor", effective as of the ____ day of September, 2023. 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 aluminum treatment in Skinequit Pond, including the scope of services set forth in the Invitation for Bids and Proposal for Services, attached.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing September 18, 2023 with treatment conducted no earlier than October 15, 2023. Contract remains in place throughout all monitoring, scheduled monthly during the first year, and annually for the second and third year following treatment.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$89,028.00 The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".
- 2) Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured". See Snow Plowing Recommendations
- 3) Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less

- than \$500,000 per accident. Each contractors, subcontractors, and consultants performing work on or about the Premises shall have similar policies covering their employees.
- 4) Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual 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.

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

CONTRACTOR

TOWN OF HARWICH

By
DocuSigned by:
Trina Duncan

by its Select Board Over \$75,000

8DF38FAEE1754EC...
Trina Duncan
Business Manager

Printed Name and Title

by its Town Administrator Up to \$75,000

Town Administrator

Approved as to Availability of Funds:

DocuSigned by:
Megan Green (\$ 89,028.00)

Finance Director Contract Sum

Account #: 80271292 / 623034

PO #: 24024

SOLITUDE

LAKE MANAGEMENT

Restoring Balance. Enhancing Beauty.

Proposal for Services Alum Treatment

PROPOSAL FOR:

Town of Harwich
732 Main Street Harwich Center,
MA 02645

PROPOSAL BY:

Brendan McCarthy
Business Development Consultant
SOLitude Lake Management
590 Lake Street
Shrewsbury, MA 01545
Brendan.mccarthy@solitudelake.com

August 22, 2023





TABLE OF CONTENTS

- SOLitude Lake Management Company Overview and Qualifications
- Proposal: Technical Scope of Services
- References: Alum Treatment Experience & Case Studies
- Our Team: Qualifications and Experience of Assigned Personnel
- Certificate of Insurance
- Pricing/Required Bid Forms

SUMMARY

SOLitude Lake Management (SOLitude) is committed to providing full service lake and pond management services that improve water quality, preserve natural resources, and reduce our environmental footprint.

Our services include lake, pond, reservoir, wetland, and fisheries management programs, algae and aquatic weed control, mechanical harvesting, hydro-raking, installation and maintenance of fountains and aeration systems, water quality testing and restoration, bathymetry, lake vegetation studies, biological assessments, habitat assessments, invasive species management, stormwater compliance and remediation, dredging, and more.

Learn more about SOLitude Lake Management at www.solitudelakemanagement.com.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





COMPANY OVERVIEW AND QUALIFICATIONS

Services and Qualifications

SOLitude Lake Management is dedicated to providing clients with the most complete and cost-effective solutions for the management of their lakes, ponds, wetlands and stormwater facilities. We are a licensed pesticide company and the services we offer are all performed by highly educated and trained biologists, ecologists, environmental scientists and aquatic resource specialists. Our goal is to restore and preserve ecological balance while enhancing the natural beauty of aquatic ecosystems.

Algae and lake weed control is particularly important to the health and quality of any aquatic ecosystem. SOLitude is a Steward of Water and SePRO Preferred Applicator, and we have participated in the field trials and testing of many new herbicides and other products used for the treatment of aquatic weeds and algae. Our algae testing and monitoring also allows us to identify and quantify the presence of toxic algae that, if left untreated, could pose human and animal health concerns.

SOLitude is one of the preeminent experts in lake and pond aeration. For several years, our company has been recognized as one of the top three distributors of AquaMaster fountains and aeration systems in the world. SOLitude is a factory service center, accredited repair facility, and distributor for AquaMaster, Vertex, Otterbine, Kasco and AquaControl fountains and aerators.

Water quality monitoring, testing, and restoration are the backbone of any long term integrated lake or pond management program. Our firm is a leader in the testing and implementation of biological augmentation as a means to improve water quality and remove organic sludge and other biodegradable wastes that accumulate on the bottom of a pond. We are also an experienced distributor and applicator of the latest in phosphorus remediation products, such as Phoslock and Alum, designed to remove or sequester available phosphorus from the water column, thus restoring water quality and improving clarity.

For area-selective removal of nuisance, floating and rooted aquatic vegetation, hydro-raking and mechanical harvesting services are offered. In addition to being an economical alternative to dredging, hydro-raking and harvesting are valued for their ecological benefits to aquatic ecosystems. Should maintenance dredging be required, SOLitude can coordinate a multi-faceted dredging effort.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





Innovation sets SOLitude apart from others in the industry. We utilize the latest mapping and depth measuring hardware, software, and other equipment to provide our clients with three dimensional lake models, bathymetric studies, sediment and contour mapping and vegetation surveys. Mapping services in combination with routine maintenance and inspections allows us to help clients properly budget for future facility repairs or dredging.

Fish can often be an overlooked part of the lake management equation, but we pride ourselves in being a leader in fisheries management. From fish stocking to fish habitat management, electrofishing surveys and population assessments, we offer a complete range of services to help clients reach and exceed their fisheries management goals. For those clients who are looking to create a trophy fishery, we have cutting edge management programs to help achieve these goals.

SOLitude Lake Management and staff are active members of many associations dedicated to the improvement of our industry and professional growth including NALMS (North American Lake Management Society), APMS (The Aquatic Plant Management Society), AERF (Aquatic Ecosystem Restoration Foundation), RISE (Responsible Industry for a Sound Environment), WSSA (Weed Science Society of America), CAI (Community Associations Institute), GCSAA (Golf Course Superintendents Association of America), various Turfgrass Councils, and the American Fisheries Society, to name a few. We are founding members of the Society of Lake Management Professionals, an organization dedicated to the management and preservation of fresh water resources, and the accreditation of the professionals who serve this industry.

Visit www.solitudelakemanagement.com/services to learn more about our offerings and award winning organization.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



PROPOSAL

Technical Scope
of Services



TECHNICAL SCOPE OF SERVICES Skinequit Pond ALUM TREATMENT Barnstable, MA

1.0 Introduction

SOLitude Lake Management is pleased to have the opportunity to assist the Town of Harwich in managing Skinequit Pond, specifically in conducting surficial sediment phosphorus inactivation through the application of buffered alum. SOLitude has the professionalism and extensive experience, technical expertise and resources to ensure the successful completion of this project.

SOLitude has reviewed the Invitation For Bids, and accompanying attachments provided by the Town and has a clear understanding of the background and goals of the project. This Proposal is in accordance with the IFB and we have read and understand all sections and provisions therein. SOLitude is prepared to meet the desired treatment schedule and specifications requested by the Town. Our principal New England office is located in Shrewsbury, Massachusetts, less than two hours away from Harwich. Our alum skiff is warehoused at our Shrewsbury, MA office and can be rapidly deployed for this project.

Our experience conducting alum treatments throughout New England over the past several decades is unparalleled and has resulted in several standard operating procedures that we believe are critical for successful treatments in the Northeast.

- Methodical and thorough application – Our past projects have yielded a guideline of limiting daily treatment to stay within 5 ppm of aluminum in the mixing zone and this is now a standard procedure on all of our applications. In many cases, this has required splitting the target dose over multiple passes of the treatment area. For Skinequit Pond, as specified in the IFB, the dose will need to be split over six days to stay within the 5 ppm guideline.
- Subsurface application – our alum skiff is outfitted with a submersed drop hoses that allows the two products to be applied below the water's surface. Applying the product at depth allows for enhanced mixing to occur and reduces the alum floc being influenced by wind and wave action during the settling process.
- Continuous pH monitoring – Due to the required aluminum dose and limited buffering capacity of low alkalinity water, pH monitoring continuously throughout the course of the project along with monitoring of floc formation and settling is vital to ensuring success. Daily monitoring allows for real-time adjustments to be made during the treatment process, if needed. Additional pre and post treatment monitoring of aluminum concentrations, phosphorus, algae and water clarity is also included.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





2.0 Task Descriptions

The following sections describe the anticipated Scope of Services for each task. Dominic Meringolo, SOLitude's Senior Environmental Engineer, will serve as the Project Manager for this work and together with Marc Bellaud, Director of Technical Services and Dr. John Holz, Senior Limnologist, will provide oversight and guidance. Dominic has been the Project Manager for all of SOLitude's major alum treatments over the last twenty-five years, including the 2022 treatment of Long Pond in Maine, the 2021 treatment of Stafford Pond in Rhode Island, the 2020 treatment of Congamond Lakes, the 2019 treatment of Lake Auburn in Maine, the 2018 treatment of East Pond in Smithfield/Oakland, Maine, the 2016 treatment of Cliff Pond on Cape Cod in Brewster for the Massachusetts Department of Conservation and Recreation, the 2022 treatment of East and West Monponsett Pond for the Town of Halifax, and other projects referenced. We also completed a similar project at Uncle Harvey's Pond in 2021. At least two field staff, including the treatment vessel operator will be on site each day of the project. Resumes are provided for the staff that will be assigned to the Skinequit Pond Project in **the OUR TEAM section**. We will be working with Ken Wagner of WRS who will be conducting all post treatment monitoring. Ken will work closely with SOLitude to complete the required monthly post treatment water quality monitoring defined in the IFB, as well the required water quality monitoring in years 2 and 3 post treatment. Ken has an extensive background of over 40 years of experience in environmental management, and knows Skinequit Pond very well after conducting their nutrient budget in 2022.

2.1 Mobilization and Staging Area Set Up

Launching of the treatment vessel will occur at the 88 Uncle Venie's Rd. Prior to the start of work, SOLitude will conduct a site visit to confirm specifications of the site and develop a site plan for the staging area.

Due to the limited daily application quantity (resulting from the required split dosing) we will deliver the treatment products to on-site storage tanks at the the Ocean Street staging site which will act as our product delivery/loading area. Storage tanks that will house the alum and sodium aluminate will be staged at this address until the project is completed. SOLitude will coordinate timely delivery and transfer of the aluminum sulfate and sodium aluminate to ensure efficient operation of the application. Spill protection will be in place to ensure clean and safe transfer of material from storage tanks to treatment vessel. All piping and fittings will be appropriate to the materials being transferred, corrosion resistant, with proper joint seals, and free of observable defects. All tanks, pipes, hoses, couplings and connectors for aluminum compounds will meet appropriate standards. Storage tanks onsite will be carefully situated and monitored for safety and efficacy.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





2.2 Preparation of Treatment and Monitoring Plan

SOLitude will prepare and submit a detailed treatment plan and monitoring plan meeting the specifications provided in the IFB for approval by the Town's Project Manager.

2.3 Pre-Treatment Sampling

Per the IFB, SOLitude will conduct pre-treatment water sampling in accordance with the specifications in the IFB. SOLitude shall provide monitoring needed to aid in the direction of treatment. Such monitoring shall include daily pH and alkalinity testing in the treatment zone and in reference areas outside the treatment zone, daily surface and subsurface inspection for floc formation and settling, and any distress to visible aquatic organisms. In the event that any problems are indicated by this monitoring during treatment, including high or low pH, fish kills, or other negative impacts, the Contractor shall immediately notify the awarding authority and treatment shall be suspended until the issue is resolved. **Recommended by Dr. Ken Wagner, an optional pretreatment baseline bottom data conditions survey should be completed. This is not required, but recommended to get an accurate and valid post treatment comparison. Final price does not include this.**

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





2.4 Perform Buffered Alum Treatment/Options

The goal of alum treatment is to strip/inactivate the phosphorus in the water column and bottom sediments. This is accomplished by applying an aluminum salt to the pond (aluminum sulfate) which reacts with the water to form an insoluble aluminum hydroxide solid (floc). This floc settles through the water column removing phosphorus and then settles to the bottom forming a "blanket", which effectively inactivates phosphorus in the sediment. SOLitude will apply in a calculated pattern that will lead to uniform distribution of alum floc on the bottom of both targeted areas with minimum drift outside the target area.

Once applied, the reaction of alum and water (especially soft water lakes) causes the water to become acidic (low pH). To counter this effect, a buffer solution of sodium aluminate is applied along with the alum. Per the IFB, the volumetric ratio of 2 parts alum to 1 part sodium aluminate is expected to be 2:1 but will be confirmed with pre-treatment jar testing. pH during the application will be maintained between 6.0 and 8.0 SU, with a preferred range of 6.5 -7.5 and an average pH target of 7 SU. The use of sodium aluminate is preferred over other buffer solutions because it also contributes to the aluminum dose. Injection will be 2-3 m below the water surface to facilitate an active mixing zone.

The calculated concentration of aluminum in the active mixing zone (assumed to be >3.6 vertical meters unless otherwise documented) will not exceed 5 mg/L (corresponding to a dose of 18 g/m²). Target areas will be treated more than once to achieve the target dose and at least 12 hours must elapse between treatments of the same area. The total dose to be applied will be 100 g/m² over the north and west target areas, and 50 g/m² over the south and east target areas. The two target areas each cover about 5.4 acres, for a total of 10.8 acres or 4.37 hectares, representing all area of Skinequit Pond deeper than about 4 meters or 13 feet.

In some cases, based on natural water quality conditions of the pond, the ratio may be adjusted slightly to maintain desirable pH levels. Any adjustments would be instituted immediately upon observation of need based on monitoring results. Water quality shifts of this nature are typically subtle and only slight adjustments to the ratio are needed and can be appropriately done in the field without significant downtime.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





Chemical Application/Options

As specified in the IFB, 10.8 acres of Skinequit Pond will be subject to treatment. As specified in the IFB, the applied alum quantity will be 6,470 gallons and the sodium aluminate quantity will be 3,235 gallons.

The treatment areas will have been delineated and installed into the GIS system on-board the treatment vessel and the treatment will be guided with an integrated GPS Navigation System. The guidance system screen will show the pond and treatment area boundary with a grid overlay. While assisting the operator in maintaining accurate passes/transects, the system logs the path of the treatment vessel with an accuracy of ± 1 meter. Each and every load of product applied is logged and monitored; chemical volumes applied to each sector are pre-determined and checked for accuracy daily.

Records will be maintained throughout the treatment and will include 1) hours of application, 2) application rate & quantity of liquid alum and sodium aluminate applied, 3) approximate acreage treated, 4) approximate location (on map) of area treated, 4) summary of chemical deliveries, 5) any environmental or weather conditions that delayed treatment and documentation of any monitoring conducted by the contractor. Actual application paths are recorded with the onboard GPS system and will be used to produce accurate maps of the treatment areas.

Treatment Equipment

Alum treatment will be conducted with our 24-foot Carolina Skiff. The treatment vessel will be equipped with a fathometer and GPS –based speedometer. These systems enable us to adjust chemical delivery (gal.) versus vessel speed (mph) which will insure even distribution of the alum and sodium aluminate. In-line pressure gauges and flow meters that measure chemical delivery rates are also utilized.

Our treatment vessel is equipped with two tanks, totaling 300 gallons. The tanks are calibrated on the outside, which allows our operators to visually monitor chemical delivery to ensure the desired volumetric ratio is met.

Since the two chemicals cannot be tank-mixed prior to application, there are two separate pumping systems for each product including individual booms and drop hoses. The drop hoses are mounted off the stern of the vessel and excellent floc is formed as the products mix within the prop wash.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





Chemical Delivery & Loading

The chemical products for this treatment will be provided by the Holland Company of Adams, MA. Liquid Aluminum sulfate (4.4 % aluminum) and liquid sodium aluminate (10.38% aluminum) will be used and specification & SDS sheets will be provided to the Town. All products are NSF certified and Certificates of Analysis will be provided for all deliveries. Given the limited quantities of products needed for the treatment, delivery will be made to the site using a tanker truck and product will be offloaded into storage tanks onsite off of Ocean Street. Each day of treatment material will be carefully transferred to treatment vessel where we will apply.

Chemical from trucks is conveyed to storage tanks by lengths of 2" reinforced hose, rated to handle these types of materials. There are shut off valves at each hose connection and there is an emergency shutoff valve at the tanker. Hoses for each chemical are clearly marked to avoid confusion and misconnection. If the treatment vessel cannot move all the way to shore given its increased draft after filling, we may need to install a 10-15 foot temporary dock out into the pond for accessing and loading the treatment vessel.

Treatment Timing/Duration

It is expected that the application process will take 6 days to complete and we will plan to conduct three days in the first week and the final three days the week after. As specified in the IFB we are committed to commence this project 9/18/2023.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





Staffing/Safety/Notifications

Safety on the job is of paramount importance at SOLitude. Experienced and specially trained staff will be assigned to this project. Our staff has received instruction in the proper and safe handling of the chemicals. Protective eye equipment and clothing is naturally provided for all employees. A spill containment kit is maintained on shore in the unlikely event of leakage during chemical transfer from the tank-truck to the treatment vessel. Experienced biologists/engineers will be conducting all testing and monitoring during the project.

All staff will maintain a high level of professionalism at all times. As large alum projects can attract attention, this will be important to avoid negative publicity but more importantly to reflect positively on the project and project partners.

The Contractor shall also take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:

- a) All persons on the site who may be affected by the work.
- b) All the work and materials and equipment to be incorporated therein, whether in storage on or off site; and
- c) Other property, affected by the scope of work.

2.5 Treatment Monitoring

As specified in the IFB, SOLitude will be responsible for collecting pH and alkalinity data throughout the duration of the alum application, as well as one day before treatment. These parameters will be sampled in the treatment area and in the control area. Sampling will occur prior to treatment, in the middle of the treatment, and at the conclusion of the treatment.

Treatment floc will be monitored through visual observations Solitude staff will monitor fish behavior, fish kills, surfacing, etc. 3-4 times daily during treatment days. Treatment will cease if there is observed fish mortality more than 10 fish total in a given day. Treatment will cease if the pH is measured outside of the range of 6.0-8.0.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





2.6 Post-Treatment Sampling

Per the IFB, SOLitude will be responsible for responsive monitoring post treatment. SOLitude will partner with Dr. Ken Wagner to assist in monitoring all identified parameters in the IFB. WRS shall be responsible for monthly post-treatment water quality monitoring for the first year after treatment, beginning one week after treatment, with stations at the deepest portion of the pond and sampling at 1m intervals for temperature and DO and 2m intervals for pH, alkalinity, conductivity, total and dissolved phosphorus, and dissolved aluminum. Dissolved aluminum measures may be discontinued once background values have been achieved for 2 consecutive months. Secchi disk transparency shall be recorded from the surface on each sampling date at each station. Re-survey of bottom conditions, with emphasis on mollusks and other invertebrates visible in a video survey, will also be conducted on two dates (once within a month after treatment and once one year after treatment). The contractor shall also, during the second- and third-years post-treatment, provide water quality testing and survey of bottom conditions, as outlined above. Each year it is to occur when water temps are above 40 degrees Fahrenheit. After the first year annual monitoring will be completed years 2 and 3, and reported to the awarding authority as well as the harwich Conservation Department. **Recommended by Dr. Ken Wagner, additional algae sampling should be added to each post treatment samling event. Final price does not include this.**

2.7 Demobilization and Site Restoration

SOLitude shall remove all equipment related to the aluminum treatment at the end of the treatment process. All disturbed areas will be restored to their former conditions or better, as appropriate and feasible. We will work with awarding authority and inspect the staging area to certify that the site has been vacated properly.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





2.8 Reporting

At the conclusion of the project, a final written report will be developed that outlines the treatment tasks performed. Including Hours of operation, quantities of aluminum sulfate and sodium aluminate, acreages treated (daily and cumulative), mapped location of area treated each day, summary of chemicals deliveries, explanation of any downtime due to weather conditions or equipment problems, and monitor conducted. A coverage map will be provided at the end of the application, with any defined treatment sectors identified and the total quantities of aluminum sulfate and sodium aluminate applied to each. The report will provide a narrative of the treatment process, GIS-based maps of the treatment areas and daily treatment sectors/tracks as well as logs of the product application rates/volumes, pH monitoring and other pertinent water quality/treatment data. Photographs will be included. Any deviations from the treatment plan will be noted. The final report will be delivered within 30 days of completion of the project.

2.9 Summary of Key Project Elements

- ❖ Solitude key staff that will be assigned to the project are from Massachusetts and have more than 25 years of experience conducting buffered alum treatments to similar waterbodies in the region.
- ❖ Our local base of operations allows us to be flexible and available to meet the needs of the project and in the event of any unforeseen requirements.
- ❖ SOLitude has completed numerous alum treatments on low alkalinity waterbodies (<10 mg/l) and clearly understands the requirements to safely complete such projects.
 - Splitting the dose over multiple coverages of the treatment area, if needed.
 - Limiting the rate of application and daily area treated
 - Constant pH monitoring

3.0 Contractor Limitations

- SOLitude makes no guarantees or assurances as to the degree of improvement in the condition of the lake that may or may not occur post-treatment.
- SOLitude shall not be held responsible for adverse impacts to fish or other organisms or other unforeseen impacts of treatment, other than through acts of gross negligence.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





4.0 Insurance Coverage

An example Certificate of Insurance (evidence of coverage) for this project meeting the Town's requirements is provided in the attachments. A unique Certificate naming the Town as additional insured will be provided upon notice of award.

5.0 Project Timeline

The following is a tentative schedule of performance, subject to revision and approval of the project of the project partners.

Task	Description	Tentative Time Frame
Task 1	Planning and Pre-Treatment Activities	Upon Notice of Award/Execution of Contract
Task 2	Mobilization and Treatment	Upon Notice of Award/Execution of Contract
Task 3	Reporting	Within 30-days of the completion of field activities

6.0 Firm Experience and Qualifications

Solitude Lake Management (and its New England predecessors – Aquatic Control Technology & Lycott Environmental) has been providing professional lake management services since 1971. We have successfully completed well over a thousand treatment programs, mechanical projects, and other types of management plans on lakes across New England and New York. We currently manage over 1,000 waterbodies in New England on an annual basis and have a well-rounded and experienced staff to meet any lake management challenge.

To the best of our knowledge, SOLitude is the only New England based company with prior experience at applying the two aluminum salts (alum & sodium aluminate) in combination to larger waterbodies in excess of 100 acres. Large-scale alum treatments, like Uncle Harvey's Pond require a commitment of highly trained personnel and specialized chemical application vessels and equipment. We have successfully completed all of the most noteworthy and successful alum treatments in New England over the last 30 years, including Lake Morey (VT), Kezar Lake (NH), Cochnewagon Lake (ME), Long Pond (Brewster/Harwich), Ashumet Pond (MA), Cliff Pond (MA), East Pond (ME)

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Technical Approach & Ability to Complete

Our approach to treatment is thorough and has worked successfully on other previous projects. From initially assisting with work plans describing the alum treatment process through submission of our Project Completion Report, we will continue to work closely with the responsible parties. We have both experienced professionals and operations personnel, along with substantial equipment resources to commit to this project.

Key Project Personnel

SOLitude has numerous full-time Biologist/Engineers and a full support staff to work on this project. The following is a brief list of our Key Project Personnel for this project. Resumes are attached in the **OUR TEAM** section.

SOLitude Lake Management
590 Lake Street
Shrewsbury, MA 01545

Phone – 508-865-1000
Fax – 508-865-1220
E-mail – info@solitudelake.com

Staff	Contact Information	Responsibilities
Dominic Meringolo, Senior Environmental Engineer / Project Manager	Mobile – 508-373-4526	Project Manager/Senior Applicator
Marc Bellaud, Director of Technical Services	Mobile – 508-954-8577	Oversight, Senior Applicator
Dr. John Holz, Senior Limnologist	Mobile - 402-430-0352	Oversight
Dr. Ken Wagner, President & Water Resource Manager at WRS	Mobile- 413-219-8071	Conducting Post Treatment Responsive Monitoring Program

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



7.0 Specific Treatment Experience

SOLitude has extensive experience with performing projects of a similar nature, specifically those involving the simultaneous application of both liquid aluminum sulfate and sodium aluminate. Our equipment and chemical delivery system have proven to be a very efficient method for successfully and evenly applying alum and buffer to both large and small waterbodies. Our boom and spray nozzle design provide thorough mixing and floc formation, especially as compared to other above-water, surface type application methods. To the best of our knowledge, no other New England based company has comparable equipment, staff or experience to successfully implement this alum/aluminate treatment of Skinequit Pond. A list of our specific alum treatment experience, along with references can be found in the **REFERENCES** section.

Thank you for giving us an opportunity to submit a technical proposal for this work. We are confident that our experience, and our recommended approach for this project will provide effective results. Please do not hesitate to contact us if you have any questions or would like to discuss our submittal in detail.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Aluminum Treatment of Skinequit Pond

FORM FOR GENERAL BID

To: Town of Harwich, Awarding Authority

From: SOLitude Lake Management, LLC Contractor

A. Base Bid: The undersigned proposes to furnish all labor, equipment and materials required for the Aluminum Treatment of Skinequit Pond, Town of Harwich, Massachusetts, in accordance with accompanying plans and specifications as specified herein for the lump sum price of:

Eighty-nine thousand twenty-eight dollars (\$89,028.00).

B. This bid includes addenda numbered #1.

C. The undersigned agrees that, if he is selected as general contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

D. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the Massachusetts General Laws.

E. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Printed Name and Title of Person Signing Bid: Trina L. Duncan, Business Manager

Signature:  Date: 08/23/2023

Business Address: 590 Lake Street
Shrewsbury, MA 01545

Telephone: (508) 954-8576

E-mail address: brendan.mccarthy@solitudelake.com

TOWN OF HARWICH

ADDENDUM #1

August 17, 2023

The attention of bidders submitting Bids for the subject project:

INVITATION FOR BIDS
PHOSPHORUS INACTIVATION OF SURFICIAL SEDIMENT IN
SKINEQUIT POND

are called to the following addendum.

Bidders shall confirm receipt of addendum 1 in their bid submission.

Bid questions and responses and additional information/clarifications:

1. Time of Year restriction should be observed on all aluminum treatments for the protection of sensitive life history phases. No in-water work should take place between March 15-June 30 of any year.
2. A monitoring plan must be developed for before, during and after treatments to ensure water conditions maintain suitable for aquatic life.
3. The dose for the north area shall be ~ 100 g/m² and not 147 g/m² as written in the IFB.
4. Section 3 key dates shall reflect the year 2023 and not 2018.
5. Massachusetts Division of Marine Fisheries report is attached to this addendum and contractors shall follow the recommendations within it.


All additional questions (if any) shall be submitted in writing and sent by email to meldredge@harwich-ma.gov by close of business Friday, August 18, 2023.

*****END OF ADDENDUM #1*****

TOWN OF HARWICH
CERTIFICATE OF NON-COLLUSION

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

FIRM SOLitude Lake Management, LLC

SIGNATURE 

ADDRESS 590 Lake Street

NAME (print) Trina L. Duncan

Shrewsbury, MA 01545

TITLE Business Manager

TELEPHONE (508) 954-8576

DATE 08/23/2023

STATE TAX CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all State Tax returns and paid all State Taxes under law.



* Signature of Individual or
Corporate Name (Mandatory)

By: Trina L. Duncan, Business Manager 08/23/2023

Corporate Officer
(Mandatory, if applicable)

54-1940110

**Social Security No. (Voluntary)
or Federal Identification
No.

**CERTIFICATION OF A RESOLUTION
OF THE DIRECTORS OF SOLitude Lake Management, LLC**

I, Bruce Gelting, Being first duly sworn, depose and say that I am the Secretary of SOLitude Lake Management, LLC., a company organized and existing under the laws of the State of Virginia (hereinafter referred to as "the Company"), that I have custody of the books and records of the Company, and that by the unanimous consent of the Directors of SOLitude Lake Management, LLC., pursuant to Virginia Statutes, that the following resolutions are adapted:

"WHEREAS, pursuant to Virginia Statutes of the Bylaws of the Company it is deemed desirable and in the best interests of the Company that the following actions be taken by Company pursuant to this Written Consent.

NOW, THEREFOR, BE IT RESOLVED that the undersigned Officer of the Company hereby consents to and approves and adapt the following:

RESOLVED, that effective as of the execution of these resolutions that Trina Duncan, in his capacity as Business Manager of the Company is hereby authorized on behalf of SOLitude to execute contracts for services between the Company and any current customer of the Company up to \$200,000, and be it Further Resolved that Trina Duncan is also authorized to execute any and all documents and certificates, as shall be necessary or advisable, to carry out the purposes of the prior resolution.

RESOLVED FURTHER, that any actions taken Trina Duncan prior to the date of the foregoing resolutions adopted hereby are within the authority conferred thereby and are hereby ratified confirmed and approved as the acts and deeds of the company. I further certify that the foregoing resolutions are in full force this date without rescission medication or amendment.

IN WITNESS WHEREOF, I have hereunto set my hand on this 19 day of August 2021.

Subscribed and sworn before me, this 11
day of August, 2021, a Notary Public
and for Berks County,
State of Pennsylvania
Kathleen Archer
(Signature)
NOTARY PUBLIC
My Commission expires 11/14/2023

Bruce Gelting
Bruce Gelting, Secretary

Commonwealth of Pennsylvania - Notary Seal
Kathleen Archer, Notary Public
Berks County
My commission expires November 14, 2023
Commission number 1237525
Member, Pennsylvania Association of Notaries

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Town of Harwich Bid Opening

Date, Time:	8/24/2023
Title:	Skinequit Pond Alum Treatment

Bidder (in order of Bid Opening)	base bid	other
Solitude Lake Management	\$ 89,028.00	

Commencement	2:00 PM
Completion	2:05 PM

	Name	Signature	Date
Bid Opener	Meggan Eldredge	<i>Meggan Eldredge</i>	8/24/23
Witness	Joseph Powers		

Appropriation: \$92,000

Bid Price: \$89,100

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 \$75,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: 80271292/623034 Account
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: _____

DocuSigned by:
Joseph F. Powers
0623C0C579964E...

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract amendment for Atlantic Construction and Management, Inc.

Date: September 14, 2023

This memo corresponds to Agenda Item VIII, B: *Approve a contract amendment with Atlantic Construction and Management, Inc. for Owner's Project Management services for the Brooks Academy Museum in the amount of \$36,826.40.*

As work performed by Campbell Construction on the foundation project continues to progress at the Brooks Academy Museum, the services of an Owner's Project Manager have been required beyond the first contract extension, which expired on June 8, 2023. Due to delays in materials, water inundation and contract change orders for the foundation project, Atlantic has conducted site visits and furnished reports as required by MGL Ch. 149.

Funding for this second extension is supported by the remaining balance of the 2022 Special Town Meeting article for Owner's Project Management for this project. The additional funding will be appropriated from the sinking fund, approximately \$15,000.

Atlantic Construction and Management, Inc. has concluded their services with the exception of a final report, the cost of which has been included in this final contract amendment.

I recommend approval of this contract extension.

TOWN OF HARWICH
CONTRACT EXTENSION AGREEMENT
OWNER'S PROJECT MANAGEMENT SERVICES
BROOKS ACADEMY MUSEUM

Agreement is made this **18th** day of **September, 2023**, between the Town of Harwich (hereinafter referred to as "OWNER") and **Atlantic Construction & Management, Inc.** (hereinafter referred to as "CONTRACTOR").

Whereas the OWNER wishes to exercise its option to extend the Contract (dated December 12, 2022) under the same terms, conditions until September 29, 2023, as outlined in Article 3: Time of Performance in the Contract Agreement. This extension is subject to the availability and appropriation of funds.

Compensation is for services rendered through September 18, 2023 and shall be in the amount of \$36,826.40. The Contractor shall submit all pending documentation including the final report for the project as part of this compensation.

FOR The Contractor
Atlantic Construction & Management, Inc.

FOR The Owner
Town of Harwich



BOARD OF SELECTMEN

AGREEMENT FOR OWNER'S PROJECT MANAGEMENT SERVICES

TOWN OF HARWICH

BROOKS ACADEMY MUSEUM STRUCTURAL IMPROVEMENTS

THIS AGREEMENT made this 12th day of December 2022, by and between the **Town of Harwich** acting by and through Board of Selectmen, hereinafter referred to as "Awarding Authority", with an address of 732 Main Street, Harwich, MA 02645 and Atlantic Construction & Management, Inc. a Domestic Profit Corporation duly registered as a corporation in the Commonwealth of Massachusetts having a usual place of business located at 441 Sudbury Road, Concord, MA 01742 hereinafter referred to as "Project Manager", effective as of the 15th day of December 2022. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

1.1. Generally.

1.1.1. The Project Manager will perform all "Project Management Services" in connection with the management of design and construction of the Project as set forth in **Attachment A**. The scope of the Project Management Services described in this Agreement is, in the reasonable opinion of the Project Manager, expected to cover all necessary services of the Project Manager for the Project. Therefore, the Project Manager shall perform all necessary services related to the Project through completion and, absent a material change in scope, the Project Manager shall provide all necessary services at no additional cost to the Awarding Authority, unless such service is requested by the Awarding Authority in writing as an additional service or such service is specifically performed after the feasibility study completion date of April 15, 2023 and such additional or post-completion service was not made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction.

1.1.2. In providing the Project Management Services, the Project Manager shall endeavor to maintain an effective working relationship with the Designer (Spencer Preservation Group) general contractors and subcontractors (collectively, the "Contractors") and other consultants performing services on any aspect of the Project.

1.1.3. The Project Manager shall be the Awarding Authority's advisor in providing the Project Management Services. The Project Manager and the Awarding Authority shall perform as stated in this Agreement and the Project Manager accepts the professional relationship of trust and confidence established between it and the Awarding Authority by this Agreement, which the parties acknowledge is intended to create a professional services relationship but not a fiduciary relationship, and the Project Manager shall act and be bound by all of the requirements and obligations under this Agreement, without limitation, pursuant to its performance standard prescribed below in this Agreement in Article 9.

ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:

2.1. The persons from time to time designated by the Awarding Authority as the Awarding Authority's representative, shall be reasonably acquainted with the Project, shall have the authority to request services under this Agreement and shall render decisions reasonably promptly and furnish information reasonably expeditiously so as to avoid undue delay in the Project Manager's services on the Project. Unless otherwise provided by the Awarding Authority, Joseph F. Powers, Town Administrator, is hereby designated as the Awarding Authority's representative for this Project.

2.2. The Awarding Authority will retain an architectural design firm (the "Designer") to design and to prepare contract documents for the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1.1 The Project Manager shall perform all Project Management Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If the Project Manager performs any services for the Project after April 15, 2023 such services shall be deemed additional services, and the Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

3.2 If the work of the Project is delayed by an act beyond the Project Manager's control, including an act of the Awarding Authority, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or by delay authorized by the Owner, then the Project Manager may request a change to the Time of Performance or the Compensation.

ARTICLE 4: COMPENSATION:

4.1. In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Project Manager a fixed fee of Seventy Five Thousand (\$75,000) Dollars, payable in equal monthly installments commencing on January 15, 2023 until April 15, 2023.

4.2. The fixed fee in Section 4.1 includes all reasonable reimbursable and out-of-pocket costs of the Project Manager with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority.

4.3. If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, or if the Project Manager performs any services for the Project after April 15, 2023, unless such services were made necessary by a negligent act or omission of the Project Manager or any other failure of the Project Manager's to perform according to its obligations under this Agreement including, without limitation, the performance standards referenced below in Article 9, the Awarding Authority shall pay the Project Manager at a rate agreed to by the parties. Such rate shall include all salary, benefits, overhead and profit and all expected reimbursable expenses. The Awarding Authority reserves the right to request that the Project Manager provide a lump sum fee for any additional services and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service.

4.4. The Project Manager shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work.

4.5. Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be provided to the Awarding Authority or the Awarding Authority's authorized representatives upon request.

4.6. The Project Manager shall submit monthly to the Awarding Authority a statement for its services rendered in the prior month in accordance with the compensation described in Article 4.

4.7. Payment by the Awarding Authority to the Project Manager of the approved statement amount shall be made within thirty (30) days after it is submitted.

ARTICLE 5: AGREEMENT DOCUMENTS:

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

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

In the event of conflicting provisions, those provisions most favorable to the Awarding Authority shall govern. In the event that the above documents prescribe for the same work different quantities or quality, the Project Manager shall provide the greater quantity or higher quality.

ARTICLE 6: AGREEMENT TERMINATION:

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Project Manager with ten (10) days written notice for any of the following reasons:

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

In addition, the Awarding Authority may terminate this agreement without cause upon thirty (30) days written notice to the Project Manager.

6.2. If the Awarding Authority fails to make payment to the Project Manager of sums due and owing as provided in Article 4, then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Project Manager may terminate this Agreement.

6.3. If the Awarding Authority fails to perform any of its obligations (other than as provided in Section 6.2), then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Project Manager may terminate this Agreement.

6.4. In the event of such termination, the Project Manager shall be compensated for all services properly rendered prior to the date of termination.

ARTICLE 7: INDEMNIFICATION:

7.1. The Project Manager shall indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees (collectively, the "Damages"), to the extent, arising out of or resulting from the Project Manager's performance of services under this Agreement, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. With respect to any Damages that arise out of the Project Manager's acts, errors, or omissions in the performance of professional services, the foregoing indemnity obligation is applicable only to the extent such Damages are caused by the Project Manager's negligence, willful misconduct or failure to perform its services in accordance with its obligations pursuant to this Agreement. Designer's indemnification obligations hereunder shall include reimbursement of the Town's reasonable attorneys' fees and costs of defense incurred in responding to third party suits or claims that are caused by the Designer's negligence or misconduct in the performance of or breach of this Agreement.

7.2 In claims against any person or entity indemnified under paragraph 7.1 by an employee of the Project Manager, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under paragraph 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Project Manager under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.3 The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The within language shall not be construed as a limitation of the Project Manager's liability under this Agreement or under any applicable law.

ARTICLE 8: AVAILABILITY OF FUNDS:

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

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:

9.1 The Project Manager will provide all Project Management Services in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that is consistent with service standards for comparable projects by qualified owner's project managers, and (iii) demonstrating an understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof.

9.2. The Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice.

9.3. The Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with all of the terms of all governmental approvals in connection with all aspects of the Project.

ARTICLE 10: ASSIGNMENT:

10.1. The Project Manager shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS:

11.1. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Project Manager. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Project Manager. Additionally, all amendments and changes shall be approved by the Awarding Authority's Town Accountant prior to execution by the Awarding Authority. No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

ARTICLE 12: INSURANCE:

12.1 The Project Manager shall obtain and maintain throughout the duration of the Project the following insurance coverage:

Commercial General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

General Liability with liability coverage for personal injury, bodily injury and property damage including Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall be written on an occurrence basis. This policy shall provide coverage on a primary and non-contributory basis and should name the Municipality as an "Additional Insured".

Automobile Liability (applicable for any automobile operating exposure) with limits of not less than \$1,000,000 covering all owned, non-owned, hired, rented or leased vehicles. The Municipality should be named as an "Additional Insured".

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

Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Municipality should be named as an "Additional Insured".

Professional Liability (including but not limited to any architects, engineers, medical professionals) of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate.

Workers' Compensation Insurance: The Project Manager shall, at its own expense, obtain and maintain Workers' Compensation Insurance as required by law.

12.2. The Project Manager's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

12.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.4. The Awarding Authority shall be named as an additional insured party on the Project Manager's insurance policies for the Project excepting Professional Liability and Workers' Compensation Insurance.

12.5. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverage to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

12.6. The Awarding Authority shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under this Agreement.

ARTICLE 13: DOCUMENTS AND DELIVERABLES:

13.1. All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Project Manager under this Agreement including, without limitation, all daily reports, RFI's, proposed change orders, and change directives, shall become the property of the Awarding Authority. Any re-use of such materials, or modification thereof, for a project other than the project specified herein without the Project Manager's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Project Manager or to the Project Manager's independent professional associates, sub-Project Managers or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project named herein shall not be construed as an act in derogation of the Project Manager's rights under this Agreement.

ARTICLE 14: NOTICE:

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

ARTICLE 15: DISPUTE RESOLUTION

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any court having appropriate jurisdiction, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: STAFFING

16.1 It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Project Management staff assigned to the Project in accordance with Section 16.2.

16.2. The Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Project Manager shall be named and approved by the Awarding Authority at least one month prior to the commencement of the Pre-Design Feasibility Study on the Project, and such individuals and the members of the Project Manager's project team set forth below (the "Project Manager's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantive inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Project Manager. Notwithstanding the foregoing, the Project Manager shall submit to the Awarding Authority as soon as possible information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Project Manager agrees that for so long as any such member of the Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Project Management Services in connection with the Project. If at any time any such member of the Project Manager's Project Team is no longer available as aforesaid, then his replacement shall be subject to the prior approval of the Awarding Authority. The Project Manager's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Project Manager's Project Team shall be experienced in projects similar in size, scope and complexity to the Project. Each member of the Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields. No change will be made in the composition of the Project Team without the Awarding Authority's approval. No personnel in the Project Team designated as full-time on the Project shall assume additional responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Project Manager's Project Team upon notice to the Project Manager with or without cause. The members of the Project Manager's Project Team are as follows:

Name:	Title:
Suresh Bhatia	Project Director/OPM
Ronald Votta	MEP/FP Project Manager
Steve Boucher	Project Representative
Bruce Mello	Alternate Project Representative
Chris Mello	Alternate Project Representative
John Votta	Alternate Project Representative

16.3. The Project Manager shall provide the Awarding Authority with a schedule listing the names, job descriptions and professional biographical information for all other staff expected to

work on the Project. The Project Manager shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

16.4. The Project Manager acknowledges and agrees that the designated on-site project manager shall be at the Project site as more particularly described in the Owner's Project Manager Fee Proposal attached hereto as **Attachment B**.

16.5. The Project Manager will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.

16.6. Except as provided in the immediately following sentence, the Project Manager will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding Authority by its decisions and the Project Manager will not hold itself out as the Awarding Authority's agent. The Project Manager shall act in the capacity of an agent or representative of the Awarding Authority only to the extent expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Project Manager in writing.

ARTICLE 17: CERTIFICATIONS:

17.1. The Project Manager certifies that:

1. The wage rates and other costs used to support the Project Manager's compensation are accurate, complete and current at the time of contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Project Manager for the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Manager of a contract by the Project Manager.
5. No person, corporation or other entity, other than a bona fide full time employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project Manager.
6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Project Manager filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).

18. ARTICLE 18: MISCELLANEOUS

18.1. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. The provisions

of G.L. c. 149, §44A1/2 regarding the duties and responsibilities of the Project Manager shall apply regardless of whether the construction cost is more or less than \$1,500,000.

18.2. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall, to the extent possible, be enforceable without such provisions.

18.3. This Agreement represents the entire and integrated agreement between the Awarding Authority and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4. This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Project Manager and its permitted successors and permitted assigns. The Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

18.6. No employee or official of the Awarding Authority shall assume any personal liability pursuant to this Agreement.

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

PROJECT MANAGER
Atlantice Construction & Management, Inc.
a Domestic Profit Corporation

AWARDING AUTHORITY
THE TOWN OF HARWICH

By its Town Administrator

By: DocuSigned by:
Suresh Bhatia
Signature

By: DocuSigned by:
Joseph F. Powers
Signature

Suresh Bhatia

Joseph F. Powers

Print Name

Print Name

President

Town Administrator

Print Title

Print Title

Approved to as to availability of funds:

DocuSigned by:
Ann Marie Ellis contract sum: \$75,000.00
Finance Director account: 01122A2-622004

527611/KOPE/0003

ATTACHMENT A
Owner's Project Manager
Scope of Services

Scope of Work

The Brooks Academy Museum, 80 Parallel Street, Harwich, is a wood-framed former school building that currently functions as a museum for the Harwich Historical Society. The proposed work focuses on the replacement of the existing foundation and floor reinforcing that supports the 1844 and the 1909 portions of the building. To accomplish the work, existing electrical and HVAC distribution components (ductwork, piping, wiring) will be removed to access the work and reinstalled upon completion. Areas of existing crawl space will be excavated to become a full basement and a new concrete floor slab will be installed. New structural columns will be installed to support new beams within the basement to support the first-floor framing.

This Request for Qualifications is for OPM services. The selected OPM shall:

1.1. Meet as needed with designated Town officials, and other interested parties to assist in meeting the needs of the Town as described herein.

1.2. Perform OPM services for the Town as set forth in M.G.L. c. 149, §44A½

1.3. Assist the Town in harmony with the architect, to best serve the interests of the Town, including review and recommendation of any proposed change orders or construction change directives.

1.4. Provide project management services through completion of the Project, including, but not limited to, the following duties:

(a) Construction Phase

- (i) Monitor progress of construction on a regular basis, including attendance at all construction Project Meetings.
- (ii) Provide oversight and coordination, as necessary, of the construction submittal process to ensure compliance with project requirements.
- (iii) Provide oversight of the Request for Information (RFI) process and take action to resolve issues when possible.
- (iv) Review change order requests in conjunction with the architect and make recommendations to the Town regarding the validity and necessity of these expenses. Ensure that the architect is

maintaining appropriate tracking and control of the change order process.

- (v) Review the contractor's schedule on a regular basis for accuracy and compliance with promised milestones, and advise the contractor, the architect and the Town regarding any concerns with the progress of construction.
 - (vi) Work with Town Inspectors to facilitate their visits and review of the construction site.
 - (vii) Monitor the architect's involvement and performance on construction-related issues.
 - (viii) Work with the architect, review payment requisitions from the contractor for accuracy and make recommendations as to payment.
 - (ix) Review invoices from the architect and report on accuracy to the Town to ensure prompt review and processing of applications for payment.
 - (x) Monitor quality of construction at all times, using any pre-established quality control procedures.
 - (xi) In general, facilitate communication and problem-solving between all team members. Promote a collaborative rather than adversarial relationship between all parties.
 - (xii) Prepare a monthly report summarizing the progress of design and construction of the project, highlighting important events and raising pending issues that must be addressed.
 - (xiii) Attend meetings of the Town and all other meetings, as necessary, with the architect, the contractor, other Town agencies and any other Town representatives relating to the project.
 - (xiv) Maintain a complete project file, including, but not limited to correspondence, daily and monthly reports, payment records, schedules, and files on particular issues as they arise.
- (b) Closeout Services
- (i) Assist the architect and the Town in the preparation of final project punch lists, and facilitate their timely completion.

- (ii) In consultation with the architect, advise the Town on the timing of the approval of the Contractor's notice of final completion.
- (iii) Make sure that the Town receives a complete list of all Subcontractors and Suppliers and the applicable warranties and certificates of warranty of both.

(c) Ongoing Services

- (i) At all times during the project, the OPM shall keep the Town officials informed of all aspects of the project, at an appropriate level of detail to allow decision makers to understand their responsibilities and options.
- (ii) Prepare a monthly report summarizing the recent progress on the project, highlighting milestones achieved, and raising pending issues to be addressed. Specifically, issues that affect the budget will be highlighted and researched immediately.
- (iii) Attend meetings of the Town and all other meetings, as necessary, with the architect, the contractor, other Town agencies and any other Town representatives relating to the project.
- (iv) Assist the Town in procuring any non-construction related services, consultants or materials required on the project.
- (v) Maintain complete project files of any and all paperwork, both important and routine.
- (vi) OPM agrees to be available for any future litigation on an hourly basis separate from the initial fee if required.

ATTACHMENT B
Owner's Project Manager Fee Proposal

The OPM responsibilities and fee for each of the following services shall be:

1. Attend Project meetings (OPM/PD and or HVAC specialist): • In person – maximum of eight (8) meetings • Virtual meetings – maximum of eight (8) meetings
2. Monitor work (Project Representative) – 6 hours/day – maximum of 30 days
3. Prepare monthly reports for the Town – maximum of Four (4) reports
4. Review all project related correspondence – budgeted one and one-half (1.5) hours per week for 16 weeks.

Perform items 1 through 4 above for a lump sum amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to be billed in four equal installments of Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) per month on January 15, 2023, February 15, 2023, March 15, 2023, and April 15, 2023.

5. Attend Town related meetings (OPM/PD and or HVAC specialist) – \$1,200.00 per meeting (if not concurrent with item 1 above.) Quantity – To be determined
6. Attend Town related meetings (Project Representative) – \$1,000.00 per meeting (if not concurrent with item 2 above.) Quantity – To be determined
7. Assist with all other services as listed in the Scope of Services per the RFQ – see enclosed hourly rate sheet.
8. Services performed on or after April 16, 2023, will be billed at the hourly rates.

Above fees include all costs related to electronic transmissions of documents. Reimbursables and Additional Services: Per Hourly Rates below:

Principal/PD/OPM	\$275.00
Project Representative/Assistant Project Manager	\$200.00
Administrative Assistant	\$95.00

Other Direct expenses:

Email/scans included with the hourly rate.

Fax/Reports/Printing/Mailings
included with the hourly rate. Cost + 10% mark-up Telephone

Travel \$0.60/mile + 10% mark-up

Ferry/Uber/Car Rental Cost + 10% mark-up

Tolls Cost + 10% mark-up

Out-of-State/Air Travel Cost + 10% mark-up

Road and air travel time is billed at the hourly rate for each individual with an eight-hour maximum per day. *Rates subject to increase by US Cost of Living Index (COLI) at the beginning of each calendar year

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 0264

Memo

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

From: Meggan Eldredge, Assistant Town Administrator

RE: Contract extension for Atlantic Construction and Management, Inc.

Date: April 12, 2023

This memo corresponds with *Contracts A: Vote to approve contract extension with Atlantic Construction and Management, Inc. for Owner's Project Management services for Brooks Academy Museum renovation not to exceed \$40,000.*

Due to unforeseen circumstances discovered during the construction phase of the foundation repair project at Brooks Academy Museum, this project will not be completed before the target date of April 15, 2023. Although the construction contractor and design firm are still under a contract covering the end of the fiscal year, the Owner's Project Manager (OPM), Atlantic Construction has a contract that expires April 15, 2023.

In order to continue the required services of having an OPM for this construction project, I am presenting you with a contract extension for services through the end of May, 2023. Services under this contract will be funded by available funds within the 2022 Special Town Meeting Article 4 balance.

This extension, when coupled with the original contract amount, exceeds the signing authority of the Town Administrator, hence the reason for Board approval. The Town is highly satisfied with the work that Atlantic has provided thus far.

I recommend approval of this contract extension.

TOWN OF HARWICH
CONTRACT EXTENSION AGREEMENT
OWNER'S PROJECT MANAGEMENT SERVICES
BROOKS ACADEMY MUSEUM

Agreement is made this 31st day of March, 2023, between the Town of Harwich (hereinafter referred to as "OWNER") and Atlantic Construction & Management, Inc.. (hereinafter referred to as "CONTRACTOR").


Whereas the OWNER wishes to exercise its option to extend the Contract (dated December 12, 2022) under the same terms, conditions until May 31, 2023, as outlined in Article 3: Time of Performance in the Contract Agreement. This extension is subject to the availability and appropriation of funds.

Compensation for additional services shall not exceed \$40,000.00 and be based upon the hourly rates in accordance with the terms of the Contract Agreement. On-site Clerk/Project Representative services shall be limited to as minimum as necessary between March 24, and May 31, 2023. Virtual meetings shall be utilized whenever possible.

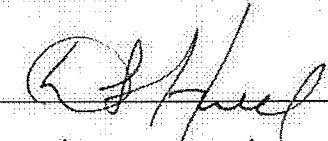
FOR The Contractor
Atlantic Construction & Management, Inc.

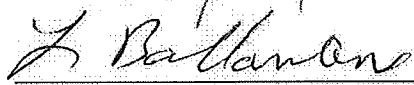
FOR The Owner
Town of Harwich


DocuSigned by:
Suresh Bhatia President
6BD0F0178A32493...

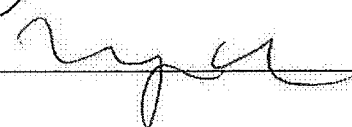


Atlantic Construction & Management, Inc.









BOARD OF SELECTMEN

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Purchase and Sale Agreement for 276 Queen Anne Road

Date: September 15, 2023

This memo corresponds to *Agenda Item VIII, C. Approve a purchase and sale agreement with Eastward Companies Business Trust for the disposition of land at 276 Queen Anne Road in the amount of \$1,505,001.00.*

Conveyance of the parcel of land at 276 Queen Anne Road was authorized through a vote of Article 43 of the 2023 Annual Town Meeting. The disposition of real property is governed by M.G.L Chapter 30B which establishes an advertised proposal process that must be followed. The property at 276 Queen Anne Road was declared surplus and a solicitation for proposals was developed. The solicitation included offering the land to the most responsive and responsible bidder offering the highest price.

The advertisement for the disposition of 276 Queen Anne Road was posted in the Cape Cod Chronicle, the Central Register and the Town of Harwich website. Proposals were due August 28, 2023 and two proposals were submitted. Both proposals were evaluated and the most responsive and responsible bidder offering the highest prices was determined to be Eastward Companies in the amount of \$1,501,001.00.

The Purchase and Sale agreement was drafted by K.P. Law and included in your packet. I recommend approval of this contract.

**TOWN OF HARWICH
INVITATION FOR BIDS
SALE OF LAND LOCATED AT 276 QUEEN ANNE ROAD**

The Town of Harwich, Massachusetts, is offering developers or individuals a unique opportunity to purchase a publicly owned parcel located at 276 Queen Anne Road. Information for bidders, bid forms, specifications and other contract documents may be examined or obtained from the Town of Harwich website at the following address: <https://www.harwich-ma.gov/home/pages/procurement>. All inquiries relative to this Invitation for Bids are to be directed to Meggan Eldredge at meldredge@harwich-ma.gov

Proposals must be clearly marked on the outside of envelope: "Sale of Town Property at 276 Queen Anne Road." All proposals must be in the Town Administrators' Office, 732 Main Street, Harwich, MA 02645 no later than Tuesday, August 29, 2023 at 2:00 pm. No bids will be accepted after the stated date and hour.

The Town of Harwich reserves the right to accept or reject any or all proposals if it appears to be in the public interest to do so. The bid process and award of contract are made in conformity with M.G.L. c 30B, unless otherwise stated.

Joseph F. Powers
Town Administrator

The Cape Cod Chronicle
July 20 and 27, 2023

Real property submission confirmation

The following Real Property submission was successfully received.

**Planned date of publish is
7/26/2023**

Awarding Agency

Agency Name and Address: **Town of Harwich 732 Main Street Harwich, MA
02645**

Project Number:

Proposal Deadline Date: **08/29/2023** Time: **2:00 pm**

Contact Information

Name: **Meggan Eldredge**

Phone: **5084307513** Fax:

Email Address: **meldredge@harwich-ma.gov**
Notify email address listed when final publish date assigned.

Contract Information

Transaction Terms: Acquisition: **Not Chosen**
Disposition: **Sale**

Project: **The Town of Harwich hereby solicits proposals from qualified individuals or firms to purchase property located at 276 Queen Anne Road, Harwich, MA 02645, a 2.246 acre vacant parcel located in the Industrial zone.**

Estimated Value, Source of Valuation: **Minimum bid \$950,000**

Additional Information: **IFB can be viewed and downloaded at <https://www.harwich-ma.gov/home/pages/procurement>**

This page can be printed for your records.

[Add Another](#)

[Return To Menu](#)

TOWN OF HARWICH
INVITATION FOR BIDS
SALE OF LAND LOCATED AT 276 QUEEN ANNE ROAD

The Town of Harwich, Massachusetts, is offering developers or individuals a unique opportunity to purchase a publicly owned parcel located at 276 Queen Anne Road. Information for bidders, bid forms, specifications and other contract documents may be examined or obtained from the Town of Harwich website at the following address: <https://www.harwich-ma.gov/home/pages/procurement> . All inquiries relative to this Invitation for Bids are to be directed to Meggan Eldredge at meldredge@harwich-ma.gov

Proposals must be clearly marked on the outside of envelope: "Sale of Town Property at 276 Queen Anne Road." All proposals must be in the Town Administrators' Office, 732 Main Street, Harwich, MA 02645 no later than Tuesday, August 29, 2023 at 2:00 pm. No bids will be accepted after the stated date and hour.

The Town of Harwich reserves the right to accept or reject any or all proposals if it appears to be in the public interest to do so. The bid process and award of contract are made in conformity with M.G.L. c 30B, unless otherwise stated.

Joseph F. Powers
Town Administrator

Town of Harwich Bid Opening

Date, Time:	8/29/2023
Title:	276 Queen Anne Road

Bidder (in order of Bid Opening)	base bid	other
Eastward Compenter	\$500,500 \$1,505,001	
Mitchell Landscaping	\$1,306,000	
/		

Commencement	2:00 PM
Completion	2:05 PM

	Name	Signature	Date
Bid Opener	Meggan Eldredge	<i>Meggan Eldredge</i>	8-29-23
Witness	Danielle Freiner	<i>Danielle Freiner</i>	8/29/23



INVITATION FOR BIDS

TOWN OF HARWICH

DISPOSITION OF TOWN OWNED LAND LOCATED AT

275 QUEEN ANNE ROAD

HARWICH, MA 02645

PROPOSALS DUE NO LATER THAN:

TUESDAY, AUGUST 29, 2023 AT 2:00 PM

TABLE OF CONTENTS

1.0 Notice of Real Property Disposition3
2.0 Overview of the Property Disposition3
3.0 Property Description5
4.0 Financial Capacity5
5.0 Submission Requirements.....5
6.0 Evaluation and Selection Process6
7.0 General Terms and Conditions7
8.0 Forms and Appendices.....8
LEGAL ADVERTISEMENT FOR BID14
DISCLOSURE STATEMENT15
PURCHASE AND SALE AGREEMENT FOR SALE OF REAL ESTATE19

1.0 Notice of Real Property Disposition

The Harwich Select Board, acting through the Town Administrator, hereby solicits proposals from qualified individuals or firms to purchase property located at 276 Queen Anne Road, Harwich (Assessor's Map 69, Parcel M1-0).

The minimum bid is \$950,000.00.

All respondents are required to respond in written form to the Request for Proposals (RFP) and to submit documentation substantiating their qualifications to acquire the property as required. Failure to provide such information may result in a bid being considered nonresponsive.

The solicitation documents may be obtained or examined at the Harwich Town Administrator's Office, 732 Main Street, Harwich, MA 02645, during the business hours of Monday through Friday between 8:30 AM and 4:00 PM. For further information, contact Meggan Eldredge, Assistant Town Administrator at 508-430-7513 or meldredge@harwich-ma.gov. The RFP may also be viewed and downloaded from the Town website <https://www.harwich-ma.gov/home/pages/procurement>

2.0 Overview of the Property Disposition

Bid Due Date:

Tuesday, August 29, 2023 at 2:00 p.m. EST

Bid submitted to:

Office of the Town Administrator
Harwich Town Hall
732 Main Street
Harwich, MA 02645

Competitive sealed bids will be received by the Office of the Town Administrator, at the above-specified location, until the time and date cited.

Bids must be in the actual possession of the Town on or prior to the exact time and date indicated above. INCOMPLETE, FAXED, ELECTRONICALLY MAILED, OR LATE BIDS WILL NOT BE CONSIDERED.

Questions Due Date:

August 21, 2023

Questions submitted in writing to the address above or via e-mail to:
Meggan Eldredge, Assistant Town Administrator at the above address or
at 508-430-7513 or meldredge@harwich-ma.gov

Response to Questions:

The Town will issue a formal response to all questions that were submitted in writing by end of business on August 21, 2023 and will make these responses publicly available at <https://www.harwich-ma.gov/home/pages/procurement>

IFB Addenda:

The Town may issue addenda to this RFP as necessary in response to any new information, responses to questions, changes in conditions of the RFP, or other important information. Addenda will be made publicly available and will be posted on the town website at <https://www.harwich-ma.gov/home/pages/procurement>

Site Visits:

The Town of Harwich will host a site visits/informational session on Thursday, August 17, 2023 at 10 am. Attendance at a site visit hosted by the Town is not mandatory, but is highly recommended. Questions and subsequent answers to those questions will be made available to all interested parties.

Information:

The Town will post information, including any Addenda, to the following site: <https://www.harwich-ma.gov/home/pages/procurement>

Chapter 30B:

All procurement activities conducted by the Town are in conformance with the rules and regulations of Massachusetts General Laws, Chapter 30B. Accordingly, all materials provided as part of any IFB response are available for public review.

Disposition Process:

The site is owned by the Town of Harwich and was declared surplus by the Town Select Board. On May 1, 2023, Town Meeting authorized sale of the property.

Bids will be evaluated for responsiveness and responsibility of proposers. The contract will be awarded to the qualified proposer offering the highest price for the property.

3.0 Property Description

Site Information:

The site is vacant and contains approximately 2.246 acres. Plan of land dated February 6, 1989 by Moran Engineering, Inc. attached as Exhibit A. Plan of land by Town of Harwich Engineering Department attached as Exhibit B.

The site is located in an industrial zone along Queen Anne Road.

The property parcel ID is 69-M1-0 and the property is described in the deed recorded at the Barnstable County Registry of Deeds Book 11666, Page 103.

The site contains a 4" PVC irrigation well and a 100 AMP electric service.

Zoning:

The Property is zoned **I-L**, Industrial Limited. See Table 1 of the Use Regulations of the Harwich zoning Bylaw (Exhibit C) for allowable uses.

Development plans must meet all applicable local, state, and federal regulations. At the local level; any improvements will be evaluated through current Zoning By-Laws and General By-Laws.

4.0 Financial Capacity

The Town will consider the financial capacity of the proposer and ability to demonstrate the financial capacity for the acquisition of the property. Sources of capital and good standing with a bank or other financial institution will be considered.

A bid deposit of five (5%) percent of the bid price is required.

5.0 Submission Requirements

The following submission requirements represent the minimum information required to consider a bid "responsive." Applicants may reorganize the minimum information provided below and may provide additional information where said information is relevant to the selection criteria provided in

Section 6.0. The burden is on the proposer to provide information in a manner that allows the Town to clearly determine whether the application is complete, and the Town reserves the right to reject any bid it deems unresponsive.

Completed submission package shall consist of:

Letter of Intent with supporting documentation;
Bid Price Proposal with signature page, two copies in separate, labeled envelope;
Certificate of Non Collusion;
State Taxes Certification Clause;
Beneficial Interest Disclosure Statement

Bid Price Proposal

Respondent must submit a bid on the Bid Price Form. The Bid shall be submitted as two (2) copies, which shall be sealed in an envelope labeled “276 Queen Anne Road– Bid Price Proposal.”

Letter of Intent:

A letter of intent, signed by the proposer/bidder, that describes the proponent’s interest in the property. This letter shall also contain:

1. The name, address, telephone, email and fax number of the representative authorized to act and speak for the proponent.
2. The nature and status of the organization acting as the bidder (whether a non-profit or charitable institution, a corporation, a business association, or a joint venture) and the jurisdiction in which it is registered to conduct business.

6.0 Evaluation and Selection Process

Selection Process:

The Town Administrator or his designee will evaluate proposals, with the assistance of such additional consultants or Town officials or employees as he shall deem warranted.

The highest-priced bid from a responsive and responsible bidder, with the financial ability to complete the transaction, will be selected.

The Town Administrator reserves the right to negotiate with the successful proposer as to the final terms and conditions of the agreement. Acceptance of the bid shall be subject to the approval of the Harwich Town Administrator and the Harwich Select Board.

Minimum Threshold Requirements:

1. Evidence, such as bank or other private equity commitments, to show Bidder's ability to obtain financing;
2. A non-refundable bid deposit at five (5%) percent of the Bid Price, which will be returned to the unsuccessful bidders.

Evaluation Criteria

The following selection criteria will be used to guide the selection of the successful proposer

1. Highest Bid Price

- Highest Bid Price equal to, or exceeding \$950,000.

7.0 General Terms and Conditions

The successful proposer will be expected to execute a Purchase and Sales Agreement as set out in this RFP within thirty (30) days of receiving the award.

If the Selected Proposer fails to deliver within the time specified, or such time as may be extended by the agreement of both parties or occasioned by matters beyond the control of the Selected Proposer, or fails to make replacement of rejected articles when so requested, or fails to complete actions within the agreed on times or as reasonably requested by the Town of Harwich, the Town may elect to cancel the award.

The bid to the Town of Harwich shall remain valid for 120 days past the submission deadline, unless extended by mutual agreement. Proposals will be opened on the date, and at the time and place indicated in Section 2 The name of each proposer and the bid price of each proposal shall be recorded. Proposals become public information when they are opened.

Proposals shall provide all the information required in this request for proposals and the attached forms, and may include additional information such as narrative summaries, business brochures, letters of recommendation, etc.

Any agreement resulting from this RFP shall be awarded to the proposer whose proposal is deemed to be the most advantageous to the Town based on the evaluation criteria and price. The Town will be the sole judge in determining whether a proposal satisfies the requirement of this RFP and whether or not a proposal will prove to be the most advantageous to the Town. The

successful Proposer will be bound to the terms of the Purchase and Sale Agreement, as well as, the terms and provisions of any documents listed or referred to thereunder.

If any changes are made to this RFP, an addendum will be posted on the Town's website, under Bids & RFPs. It is the sole responsibility of the Proposer to ascertain the existence of any addendum and/or modifications issued by the Town. As this RFP has been published on the Town's website <https://www.harwich-ma.gov/home/pages/procurement> all Proposers are responsible for checking the website for any addendum and/or modifications that are subsequently made to this RFP.

The Town accepts no liability for and will provide no accommodations to Proposers who fail to check for amendments and/or modifications to this RFP and subsequently submit inadequate or incorrect responses. Bidders may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the RFP, terms and conditions, or which change the intent of this RFP are prohibited and may disqualify a response.

Affirmative Action:

It is understood and agreed that it shall be a material breach of any contract resulting from this proposal for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

8.0 Forms and Appendices

Bid Price Proposal Form

Bid Signature Page

Certificate of Non Collusion Form

State Taxes Certification Clause

Legal Advertisement

Beneficial Interest Disclosure Statement

Exhibit A - Plan of Land, Moran Engineering

Exhibit B - Plan of Land, Town of Harwich Engineering Department

BID PRICE PROPOSAL FORM – 276 QUEEN ANNE ROAD- HARWICH

Pricing Structure – Fixed Costs

Purchase Price of Town Property at 276 Queen Anne Road

In words: _____

Numerical: \$ _____

Bid Deposit amount: \$ _____

The undersigned agrees to abide by the terms and conditions of this pricing sheet and fully understands the obligations they are making to the Town of Harwich by signing this form.

Company

Authorized Signature

Name and Title

Date

BID SIGNATURES PAGE

Signature for Individual

Name of Company	Telephone Number
Name and Title of Individual Authorized to Sign	email address
Signature	Date

Signature for Partnerships (must be signed by ALL general partners)

Name of Partnership	Date
Name and Title of Partner	Signature
Name and Title of Partner	Signature
Name and Title of Partner	Signature
Telephone Number	email address

BID SIGNATURES PAGE

Signatures for Corporation

Name of Corporation

Date

Printed Name and Title of Duly
Officer Corporate Seal (affix below)

Signature Authorized Company

Telephone Number

Fax Number

E-Mail Address

FID Number

Signature of Clerk

Please furnish the following additional information:

Incorporated in what state? _____

President: _____

Treasurer: _____

Secretary: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under 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 certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid or proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. ch. 62C§49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized signature

Date

Name of person signing above (please print)

Acknowledgement of
Addendum(s) received, if any

Name of business

Business address

City/State/Zip Code

Telephone number

Tax I.D.

LEGAL ADVERTISEMENT FOR BID

The Town of Harwich, Massachusetts, is offering developers or individuals a unique opportunity to purchase a publicly owned parcel located at 276 Queen Anne Road. Specifications may be received at, and proposals are to be sent to the Town Administrators' Office, 732 Main Street, Harwich, MA 02645, Proposals must be clearly marked on the outside of envelope: **"Sale of Town Property at 276 Queen Anne Road."** **All proposals must be in the Town Administrators' Office no later than Tuesday, August 29, 2023 at 2:00 pm.** No bids will be accepted after the stated date and hour. The Town of Harwich reserves the right to accept or reject any or all proposals if it appears to be in the public interest to do so. The Town of Harwich is an affirmative action/equal opportunity employer (M/F/H) which encourages utilization of minority and women owned enterprises.

RFP specifications can be found at <https://www.harwich-ma.gov/home/pages/procurement> under Bid and RFPs.

Joseph F. Powers, Town Administrator

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

(2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord _____ Lessee/Tenant
_____ Seller/Grantor _____ Buyer/Grantee
_____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

<u>NAME</u>	<u>RESIDENCE</u>
_____	_____
_____	_____

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

NONE

<u>NAME:</u>	<u>POSITION:</u>
_____	_____
_____	_____

-
-
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

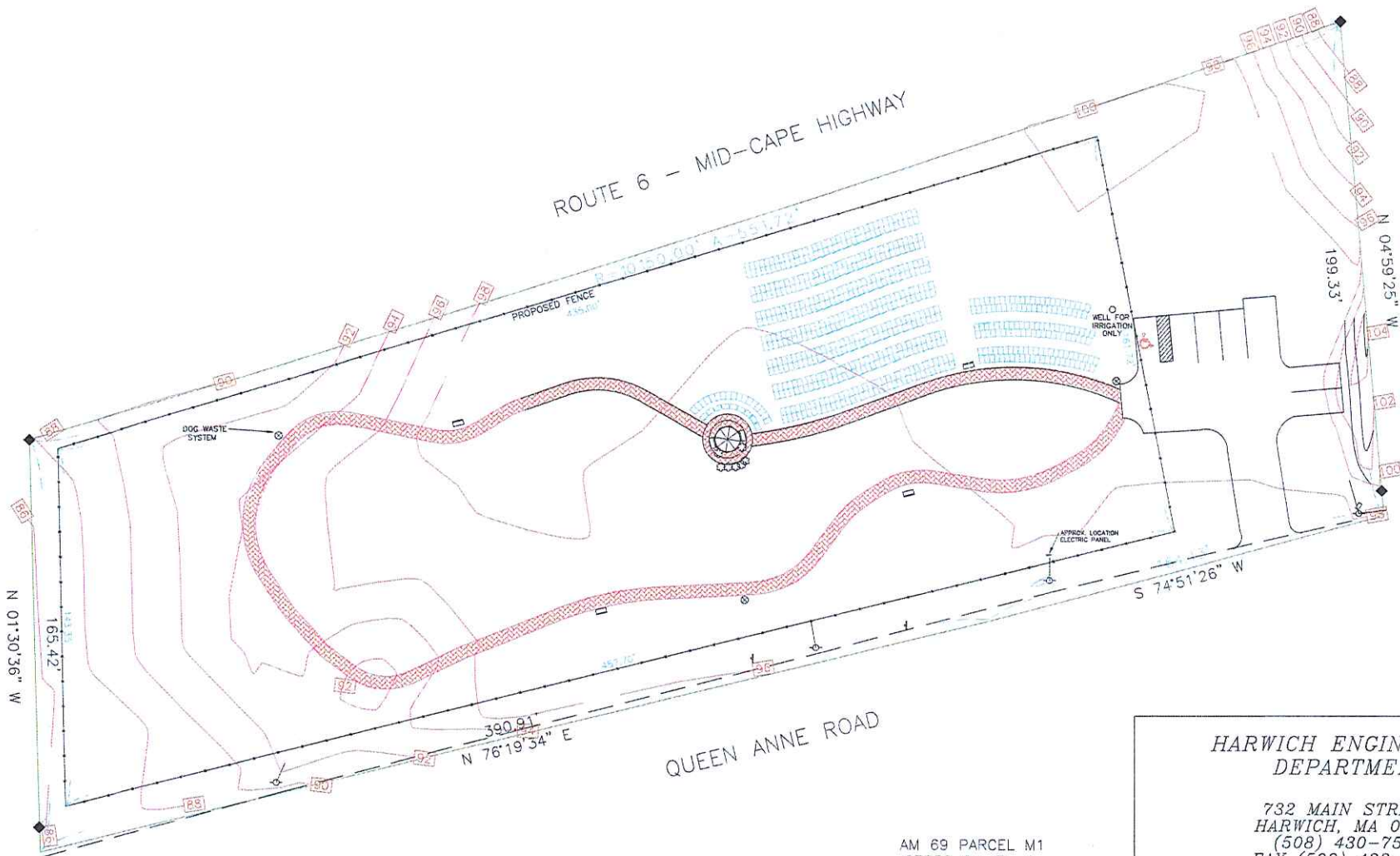
The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER



AM 69 PARCEL M1
 97858 Sq. Ft. ±
 2.25 Acres ±
 1471.5 Perimeter

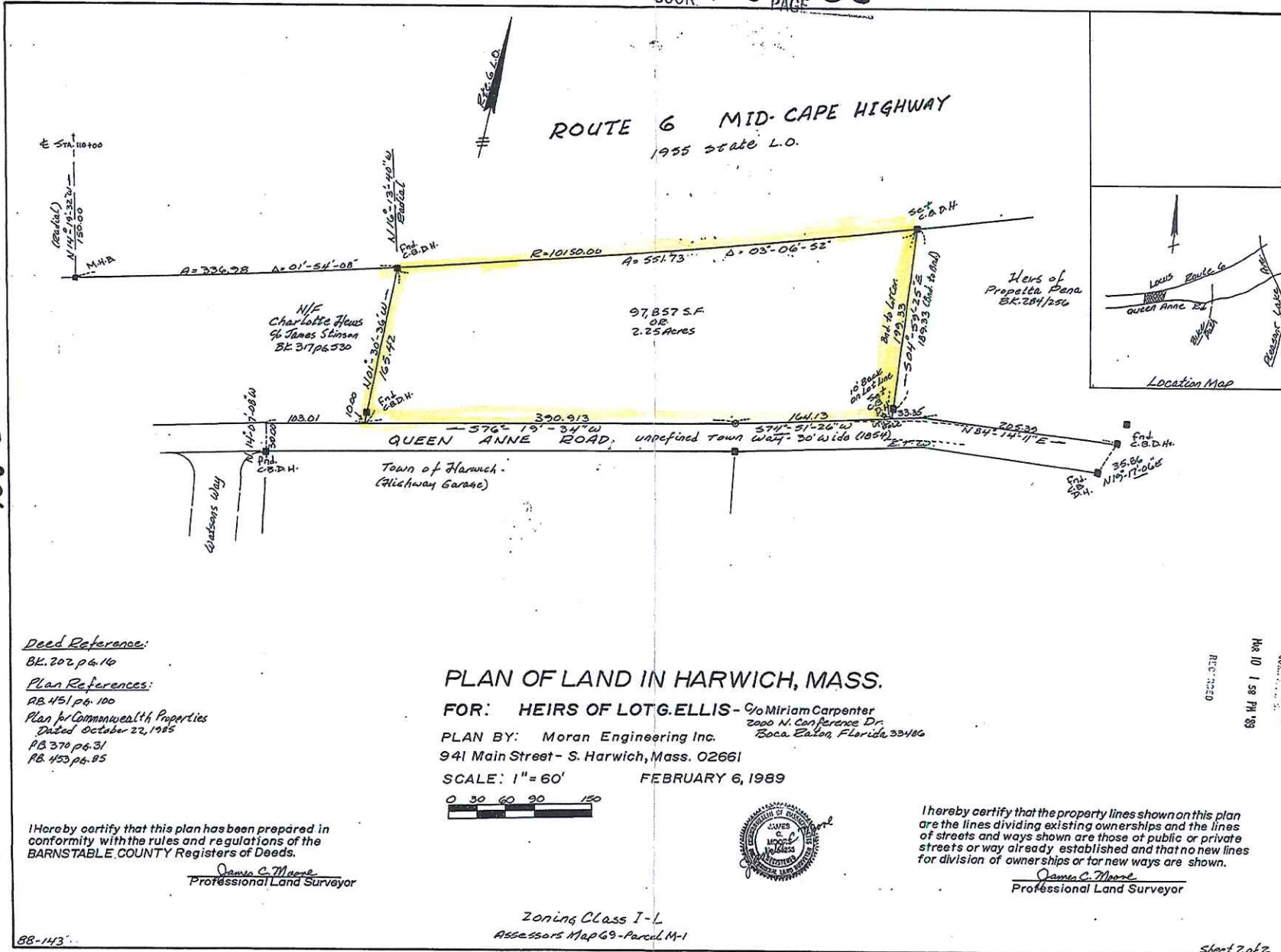
HARWICH ENGINEERING
 DEPARTMENT

732 MAIN STREET
 HARWICH, MA 02645
 (508) 430-7508
 FAX (508) 432-5039

REVISIONS-	DATE
7/30/18	2/22/18
	SCALE 1" = 20'
	FILE NO. 1535-C
	SHEET 1 OF 1

X

458-33



PURCHASE AND SALE AGREEMENT

1. PARTIES. The **Town of Harwich**, having an address of Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the SELLER, agrees to sell, and **Eastward MBT, LLC**, having an address of 155 Crowell Road, Chatham, MA 02633, hereinafter called the BUYER or PURCHASER, agrees to buy, upon the terms hereinafter set forth, the following described premises.

2. PREMISES. SELLER agrees to sell and BUYER agrees to buy, upon the terms hereinafter set forth, a parcel of land, located at 276 Queen Anne Road, Harwich, Massachusetts, containing 2.246 acres, more or less, identified as Harwich Assessor's Map 69-M1-0, by deed recorded with the Barnstable County Registry of Deeds in Book 11666, Page 103 (the "premises").

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES. Included in the sale as a part of said premises are the buildings, structures and improvements, if any.

4. TITLE DEED. Said premises are to be conveyed by a quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) business days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except provisions of existing building and zoning laws; such taxes for the then current year as are not due and payable on the date of delivery of the deed, except as set forth in Section 14; any liens for municipal betterments assessed after the date of this Agreement and easements, restrictions and reservations of record, if any, provided the same do not interfere with access to the premises.

5. PLANS. If said deed refers to a plan necessary to be recorded therewith the BUYER shall, at its sole cost and expense, prepare a survey plan in form adequate for recording or registration.

6. TIME FOR PERFORMANCE; DELIVERY. Such deed is to be delivered at 11:00 a.m. at the Barnstable County Registry of Deeds on _____, 2023, or a closing by mail, at SELLER's sole discretion. If the closing date shall fall on a weekend or holiday on which the Registry of Deeds is closed, the closing shall take place on the next business day thereafter. It is agreed that time is of the essence of this Agreement.

7. PURCHASE PRICE. The agreed purchase price for said premises is the conveyance to the SELLER of One Million Five Hundred and Five Thousand One and 00/100 Dollars (\$1,505,001.00), of which:

\$ 75,250.05	has been paid as a binder, and constitutes the deposit under this Agreement; and
\$ 1,429,750.95	is to be paid at the time of delivery of the deed by certified, treasurer's, or bank check or by wire transfer, at SELLER'S discretion
<u>\$ 1,505,001.00</u>	TOTAL

8. POSSESSION AND CONTROL OF PREMISES. Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in Section 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

9. EXTENSION TO MAKE TITLE OR PREMISES CONFORM. If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto, unless the SELLER elects, in its sole discretion, to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. In no event, however, shall reasonable efforts require the SELLER to expend more than \$500.00, including attorneys' fees.

10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. BUYER'S ELECTION TO ACCEPT TITLE. The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price, without deduction, in which case the SELLER shall convey such title.

12. ACCEPTANCE OF DEED. The acceptance of a deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. INSURANCE. Until the delivery of the deed, the SELLER shall maintain insurance on said premises as presently insured.

14. ADJUSTMENTS. Water, sewer, fuel and other charges, if any, shall be adjusted as of the date of closing. A payment in lieu of taxes shall be paid in accordance with G.L. c. 44, §63A as of the day of performance of this Agreement and the net amount thereof shall be added to the purchase price payable by the BUYER at the time of delivery of the deed.

15. ADJUSTMENT OF UNASSESSED AND ABATED TAXES. If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

16. DEPOSIT. All deposits made hereunder shall be held in escrow by the Treasurer of the Town of Harwich as escrow agent, in a non-interest bearing account, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER.

17. BUYER'S DEFAULT; DAMAGES. If BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as SELLER'S sole and exclusive remedy at law and equity for BUYER'S breach of this Agreement.

18. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

19. WARRANTIES AND REPRESENTATIONS. The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the additional warranties and representations, if any, made by either the SELLER or the Broker(s): NONE.

20. BROKERS. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. BUYER and SELLER agree to defend, indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

21. CONTINGENCIES. The obligations of SELLER are contingent upon the satisfaction of each of the following conditions:

- (a) Compliance with the provisions of G.L. c. 30B, §16; and
- (b) Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of the premises by the SELLER.

22. AFFIDAVITS. At the time of delivery of the deed, SELLER shall execute and deliver all the usual and customary affidavits required by BUYER'S attorney, including but not limited to a statement under oath to any title insurance company issuing a policy to BUYER and/or BUYER'S mortgagee and/or the BUYER individually to the effect that: (1) there are no tenants, lessees or parties in possession of the premises, except as noted herein; (2) that SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA). SELLER is not required to indemnify BUYER for any such matters.

23. "AS IS" CONVEYANCE; HAZARDOUS MATERIALS. BUYER acknowledges that BUYER has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. BUYER represents and warrants that it or its agents have conducted a full inspection of the premises, and based upon BUYER'S investigation, BUYER is aware of the condition of the premises and will accept the premises "AS IS". BUYER acknowledges that SELLER has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the premises or for any other condition or defect on the premises. The provisions of this Section shall survive delivery of the deed.

24. ASSIGNMENT. BUYER shall not assign this Agreement or any of its rights hereunder without prior written consent of SELLER, which may be withheld in the SELLER'S sole and absolute discretion.

25. PROPERTY INSPECTION; CONDITION OF PREMISES, BUILDING. BUYER or BUYER'S agent(s) shall have the right to enter the premises upon no less than forty-eight (48) hours written notice to SELLER, at BUYER'S own risk for the purposes of inspecting the premises, provided that BUYER shall not conduct any subsurface tests without SELLER'S prior written consent. BUYER shall indemnify, defend and hold SELLER harmless against any claim by BUYER or BUYER'S agents, employees or invitees for any harm to them arising from said entry and shall restore the premises to substantially the same condition as prior to such entry. In the event BUYER finds Hazardous Waste on the premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs SELLER of the same in writing prior to the closing date, this Agreement shall be null and void and without recourse to the parties, unless SELLER, at SELLER'S sole and absolute discretion, gives written notice to BUYER within twenty (20) days of receiving BUYER'S notice of its intention to remediate such contamination and thereafter

remediates such hazardous condition in full compliance with applicable law within a reasonable period of time, with SELLER paying all of the costs of remediation. Nothing herein shall require SELLER to remediate any contamination on the premises. The provisions of this Section shall survive the delivery of the deed.

26. TITLE OR PRACTICE STANDARDS. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

27. CLOSING. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

28. BUYER'S WARRANTIES. BUYER hereby represents and warrants:

- (a) This Agreement and all documents to be executed by BUYER and delivered to BUYER at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by BUYER.
- (b) BUYER hereby acknowledges and agrees that, except for the representations and warranties of the SELLER expressly set forth in this Agreement, the BUYER has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by the SELLER or any employee or representative of the SELLER.

29. NOTICE. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given upon the earlier of: (i) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed in the case of:

SELLER: Town of Harwich
Harwich Town Hall
732 Main Street
Harwich, MA 02645
Telephone: (508) 430-7513
Facsimile: (508) 432-5039
Email: meldredge@harwich-ma.gov

With a copy to: Katharine Lord Klein, Esq.
KP Law, P.C
101 Arch Street

Boston, MA 02110
Telephone: (617) 654-1834
Facsimile: (617) 654-1735
Email: kklein@k-plaw.com

In the case of BUYER:

William Marsh
Eastward MBT, LLC Trustee of
Eastward Companies Business Trust
155 Crowell Road
Chatham, MA 02633
Telephone: (508) 945-2300
Facsimile: (508) 945-2374
Email: bmarsh@eastwardco.com

with a copy to:

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings.

30. CONDEMNATION. Notwithstanding anything herein to the contrary, in the event of a taking of all or substantially all of the premises by eminent domain by an entity other than the Town of Harwich, then SELLER or BUYER, may, at its option, terminate this Agreement, whereupon all deposits made by BUYER under this Agreement shall be returned to BUYER. "Substantial part" shall be defined as that portion of the premises which if damaged or taken by eminent domain would materially and adversely affect the use of the premises for the purposes set forth herein.

31. DEFAULT. In the event that SELLER defaults under this Agreement, BUYER shall be entitled to terminate this Agreement, and receive a refund of the deposit. The foregoing shall be BUYER'S sole and exclusive remedy at law and in equity for any breach of this agreement by SELLER.

32. POST CLOSING COMPLIANCE AND ADJUSTMENTS. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice hereof is given within sixty (60) days of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive delivery of the Deed.

33. EXTENSIONS. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and e-mailed signatures shall be construed as original.

34. CONSTRUCTION. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

[Signature Page Follows]

Signed by the parties as of this _____ day of _____, 2023.

SELLER:

TOWN OF HARWICH,
By its Select Board

Mary E. Anderson, Chair

Julie E. Kavanagh, Vice Chair

Jeffrey F. Handler, Clerk

Michael D. MacAskill, Member

Donald F. Howell, Member

BUYER:

EASTWARD MBT, LLC

By: _____
Name: William Marsh
Title: Owner

BID PRICE PROPOSAL FORM – 276 QUEEN ANNE ROAD- HARWICH

Pricing Structure – Fixed Costs

Purchase Price of Town Property at 276 Queen Anne Road

In words: One Million, Five Hundred Five Thousand, One and 00/100 dollars

Numerical: \$ 1,505,001.00

Bid Deposit amount: \$ 75,250.05

The undersigned agrees to abide by the terms and conditions of this pricing sheet and fully understands the obligations they are making to the Town of Harwich by signing this form.

Eastward Companies

Company



Authorized Signature

William Marsh, Owner

Name and Title

8/29/23

Date

BID SIGNATURES PAGE

Signature for Individual

Eastward Companies

508-945-2300

Name of Company

Telephone Number

William Marsh, Owner

doyant@eastwardco.com

Donal L. Poyant, President

Name and Title of Individual
Authorized to Sign

email address



Signature

8/29/23

Date

N/A **Signature for Partnerships** (must be signed by ALL general partners)

Name of Partnership

Date

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Name and Title of Partner

Signature

Telephone Number

email address

BID SIGNATURES PAGE

Signatures for Corporation Business Trust

Eastward Companies

8/29/23

Name of Corporation

Date

William Marsh

Owner

Printed Name and Title of Duly
Officer Corporate Seal (affix below)

Signature Authorized Company

508-945-2300

Telephone Number

508-945-2374

Fax Number

dpoyant@eastwardco.com

Donald L. Poyant, President

E-Mail Address

046936355

FID Number



Signature of ~~Clerk~~ President

Please furnish the following additional information:

Incorporated in what state? Massachusetts

President: Donald L. Poyant

Treasurer: William Marsh

Secretary: William Marsh

TOWN
ADMINISTRATOR'S
REPORT

HARWICH HARBORMASTER DEPARTMENT

August 2023 Monthly Report

Operations

- Dewatered 2 boats in Round Cove after heavy rain.
- Responded aboard Marine 77 to a report of possible boat in distress quarter mile off Red River Beach. Contacted the boat and determined that there was no distress.
- Discovered an unoccupied boat anchored near the public mooring field at Fernandez Bog and a lone trailer with a “be right back” note on it. The same boat was later reported to be adrift. Responded aboard 77C, re-anchored the boat, and attempted to contact the owner. The boat and trailer were gone by the next day.
- Routine daily landing patrols.
- Addressed issues with people delineating property lines in the water, on Long Pond, by use of anchored lines with floats.
- Transported via patrol boat Conservation Agent and Assistant up the Herring River to location of suspected illegal campground. Assisted with removal of gear found in location.

Administration

- Bid documents for Wixon Landing Renovation project posted in central register and online.
- Thompson’s Printing: Ordered Individual/One Day Shellfish Permits, AH Ramp envelopes and business cards.
- Rydin Decal: Ordered Permits for 2024.
- Ordered NR clothing from Advanced Embroidery.
- Transient Reservations: 64
- Parking Tickets: 54
- Non-Criminal Violation: 1

Maintenance

- Replaced a faulty battery switch on 77C.
- Had the starter on 77B replaced.
- Replaced several corroded shore power receptacles at Saquatucket Harbor (SAQ).
- Replaced several planks on the floating docks at the east bulkhead at SAQ.
- Routine building and grounds maintenance.

Meetings

- Attended meeting with Association to Preserve Cape Cod (APCC) and Water Department Superintendent to coordinate schedules relating to Herring River Route 28 Boat Ramp/Landing renovation project and the water main project.
- Attended, and delivered brief remarks at Mort Terry Memorial bench dedication ceremony hosted by his family.
- Met with TA, Fire & Police Chief’s and other department heads to discuss potential response to possible illegal campground on island up the Herring River east of North Road.
- Conducted site visit at 35 Snow Inn Road with project engineer to discuss potential dock replacement.

- Conducted site visit at 9 & 11 Herring Run with project engineer to review plans for construction of pier ramp and float.
- Attended pre-bid conference at site for Wixon Landing Renovation project.
- Met with owner of Cape Organics to answer questions regarding potential seaweed cultivation in Pleasant Bay.
- Met with homeowner on Long Pond to discuss members concerns relating to trespassing from persons using adjacent deeded access.