

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:00 P.M.

Monday, October 2, 2023

Remote Participation Optional:

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

<https://meet.goto.com/930076693>

You can also dial in using your phone.

Access Code: 930-076-693

United States: [+1 \(571\) 317-3122](tel:+15713173122)

**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. **PLEDGE OF ALLEGIANCE**

III. **PUBLIC COMMENTS/ANNOUNCEMENTS**

A. Next Select Board Office Hours – October 25th, 5:00 p.m. to 7:00 p.m., at 204 Sisson Road

IV. **CONSENT AGENDA**

A. Approve Select Board Meeting Minutes:

1. September 11, 2023
2. September 18, 2023
3. September 25, 2023

B. Approve the resignation of Mary Maslowski as a Planning Board representative to the Community Preservation Committee

C. Approve the resignation of Mary Maslowski from the Harwich Housing Committee

D. Approve the resignation of John Connolly from the Golf Committee

E. Appoint Mary Maslowski as Select Board Representative to the Community Preservation Committee, term to expire 6.30.2024

F. Appoint John Sullivan as a Special Officer to the Harwich Police Department, effective October 18, 2023, as recommended by the Chief of Police

G. Appoint Sergeant Aram Goshgarian to Lieutenant of the Harwich Police Department, effective October 18, 2023, as recommended by the Chief of Police

H. Appoint Patrol Officer Tyler Vermette to Sergeant of the Harwich Police Department, effective October 18, 2023, as recommended by the Chief of Police

I. Accept a donation to the Wetlands Revolving Account from EdOdyssey in the amount of \$300

V. **OLD BUSINESS**

A. Review of Golf Committee Charge; Votes may be taken

B. Discussion on May 6, 2024 Annual Town Meeting;

1. Current Five Year Financial assessment
2. Five Year Financial outlook
3. Select Board Budget Message

C. Town Administrator to present project updates

D. Discussion and vote on Select Board meeting schedule

VI. **NEW BUSINESS**

A. Approve a fee waiver request from WOMR for six signs for the “Rockin’ Picnic in the Park” event in the amount of \$600

B. Approve a Hawkers & Peddlers license for Pilgrim Lodge AF & AM – 706 Main Street

C. Approve a fee waiver request from Pilgrim Lodge AF & AM for the application fee for a Hawkers & Peddlers license in the amount of \$60

VII. **CONTRACTS**

A. Vote to approve a construction contract agreement with T.W. Nickerson, Inc. for Wixon landing improvements in the amount of \$95,500

B. Vote to approve a contract with Paul S. Kapinos & Associates, Inc. for Tax Title research in the amount of \$93,600

C. Vote to approve the license agreement extension with Bob Miller for golf instruction services in the amount of \$11,865.66

VIII. **TOWN ADMINISTRATOR’S REPORT**

IX. **SELECT BOARD’S MEMBER REPORT**

X. **CORRESPONDENCE**

XI. **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:

Danielle Freiner, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
September 28, 2023

CONSENT AGENDA

**WORKING GROUP MINUTES
SELECT BOARD
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
WORKING GROUP SESSION 6:00 PM
MONDAY, SEPTEMBER 11, 2023**

MEMBERS PARTICIPATING: Mary Anderson ,Chair, Julie Kavanagh, Vice Chair, Jeff Handler, Clerk, Don Howell and Michael MacAskill

ALSO PARTICIPATING: Joseph F. Powers, Town Administrator, Board of Health and Board of Water/Wastewater Commissioners

CALL TO ORDER: Madam Chair called the meeting of the Harwich Select Board to order at 6:08 p.m. on Monday, September 11, 2023

Ms. Anderson stated that this is a working session and is open to the public, there is a published agenda, minutes are taken, and it is a brainstorming session where no votes will be taken. Nothing is being hidden from the public.

There was general discussion on the following topics

- The need to add a member of the SB to the Harwich/Chatham IMA
- Wequassett's potential tie into phase 3 and related expense issues.
- The Town of Dennis's plans for building a wastewater treatment plant which is expected to go to their next Town meeting.
- Regionalization possibilities for Harwich.
- Need for Harwich to file a Notice of Intent in advance of the watershed permits including the suggestion to file one comprehensive permit rather than 4 individual ones.
- Harwich's progress with the Comprehensive Wastewater Plan positions the town well with the revised regulations.
- The timeline for phase 3 is 24-36 months out.
- Staffing is currently contracted with Weston and Sampson and will remain so until it is cost effective to hire staff.
- Wastewater staff and in particular the Assistant Superintendent position.
- Forbearance for both timing and financial hardships and the potential for the Board of Health and the Board of Assessors to collaborate on a policy.

Mr. Carreiro requested a date for a joint Executive Session to discuss personnel strategy. Ms Anderson agreed to set a date with him following the meeting.

It was agreed that we needed better communication between all parties moving forward. It was further agreed that the agenda for our joint meeting would include, at a minimum, the following items:

1. Harwich/ Chatham IMA representative
2. DEP notice to file a Notice of Intent or a watershed permit

September 11, 2023

3. Discussion on relief/forbearance/hardships for sewer connection
4. Status of the Wastewater Assistant Superintendent position.

All attendees were encouraged to submit additional agenda topics.

ADJOURNMENT

The working session of the Select Board adjourned at 8:21 p.m.

Respectfully submitted,

Jeffrey Handler
Clerk
Harwich Select Board

September 11, 2023

**MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA 02645
EXECUTIVE SESSION 5:30 PM
REGULAR MEETING 6:00 PM
MONDAY, SEPTEMBER 18, 2023**

MEMBERS PARTICIPATING: Mary Anderson, Chair, Julie Kavanagh, Vice Chair, Jeff Handler, Clerk, Michael MacAskill and Don Howell

CALL TO ORDER: Ms. Anderson called the meeting of the Harwich Select Board to order on September 18, 2023 at 5:30PM and announced that they will be going into Executive Session and returning no later than 6:00PM.

Mr. Handler moved that the Select Board move into Executive Session as presented, seconded by Mr. Howell.

Vote 5:0 in favor by a roll call vote. Motion carried.

EXECUTIVE SESSION:

- A. Pursuant to MGL c. 30A, s21(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

Ms. Anderson reopened the Select Board Meeting and reported that the Select Board met in Executive Session and no action was taken.

PLEDGE OF ALLEGIANCE:

Ms. Anderson invited all attendees to join in the Pledge of Allegiance.

PUBLIC COMMENTS/ANNOUNCEMENTS

Cindy Williams, Executive Director of the Harwich Chamber of Commerce, noted last weekend's cancellations due to weather. She gave information about the rescheduling of fireworks, the Cranberry Festival and other events. Also noted were details of the first Law Enforcement Appreciation Day.

Ray (last name inaudible) of East Harwich commented on the need for a Human Resource Director in Harwich. He referred to a list of other Cape towns that do have a Human Resource Director and he encouraged the Select Board to move forward on this issue.

September 18, 2023

Fredrick Monday, President of the Harwich Cranberry Festival noted that the dates for the Cranberry Festival, which had to be cancelled due to weather, are October 21st and 22nd. He gave more information on what will and will not be included due to the date change. He commented on how much work went into making changes and thanked everyone who was involved with the rescheduling.

Mark Kelleher of West Harwich noted that the reduction of the tariffs that India had, preventing the importation of cranberries will help our cranberry industry and help local cranberry growers. He also noted the passing of Norris Grindell.

Bernadette Waystack, Harwich Cultural Council noted that the grant cycle for FY24 is now open and closes October 17th. The information is on the Cultural Councils's website.

- A. Next Select Board Office Hours will be September 21, 2023, 2:00 to 4:00 p.m. at 204 Sisson Road

Ms. Anderson noted the Office Hours. She also noted the meeting that will be held on September 27th at 2:00 at the Community Center. Bob Wilbur, the Director of Conservation Services for the Commonwealth of Mass. will be discussing the intersection of conservation and affordable housing. She gave the RSVP information.

- B. Town Administrator to present an update of recent weather events.

Mr. Powers noted that the only major damage the Town suffered was that the power to the disposal area was knocked out from the wind.

Mr. Powers also offered his thanks to Lt. Hutton, Mr. Monday and his team for all their hard work rescheduling the Cranberry Festival.

CONSENT AGENDA:

- A. Accept a gift donation for the Harwich Town Band from Jane R. Chase Trust of 1999 in the amount of \$25.00
- B. Approve the Select Board Meeting Minutes for September 5, 2023

Mr. Handler moved to accept the Consent Agenda as presented, seconded by Ms. Kavanagh.

Vote 5:0 in favor. Motion carried.

OLD BUSINESS:

- A. Joint meeting with Select Board and Golf Committee;
 - 1. Golf Committee Charge; Votes may be taken

September 18, 2023

Martha Duffy, Chair of the Golf Committee, called the meeting of the Golf Committee to order with 7 members present.

Ms. Anderson gave a brief overview, noting that the Select Board has been reviewing Committees and what that review entails. She thanked the members of the Golf Committee for their work and patience through the process. She also thanked the Director of Golf and the Superintendent for the excellence of Cranberry Valley and Jeff Handler for working as the Select Board's Liaison to the Golf Committee. She noted research that Mr. Handler had done that has been helpful in the process.

Mr. Handler noted that, as liaison, he was charged with creating a draft of the Golf Committee's Charge. He gave a summary of what he had done and who he talked to in order to create the draft. He explained that the Select Board will deliberate on the draft and take a vote. He made three small modifications to the document before the Board.

Mr. Howell expressed concern about wording regarding the subject of not discussing finances. He also commented that if the draft is used as a template, he would not be comfortable with the wording for other Charges. He noted the wording saying that the Director of Golf does not have to attend a meeting and an appropriate staff member may attend. He expressed how that would affect other Committees.

Mr. Handler responded and suggested that "charge" and "template" be separated. He also explained that one of his modifications spoke to the issues noted by Mr. Howell and he explained why he chose that wording.

Ms. Kavanagh opted to hold her comments until after the members of the Golf Committee spoke.

Mr. MacAskill noted past problems and confusion about who runs the golf course. He also commented that this draft charge clearly states who runs the golf course and the specific role of the Golf Committee.

Board members continued the conversation about the wording in the draft, making suggestions and voicing opinions.

Martha Duffy expressed concerns about how the Charge was developed, noting what she expected the process to be based on conversation at a previous meeting. She continued her comments about the Charge and voiced her opinions about what specifically she disagreed with or had concerns about. Ms. Duffy also had questions regarding whether or not certain changes would have to be voted on at Town Meeting, such as the change of numbers of the Committee. She also questioned how effective the Committee will be if the Director of Golf is not obligated to attend their meetings. Ms. Duffy noted each item in the Charge that the Committee disagreed with or felt was not in agreement with their purpose and role as an Advisory Board. In

September 18, 2023

conclusion, she asked that the Liaison collaborate in a work session with the Golf Committee to rewrite a Charge that gives them the ability to do their jobs. She asked the Select Board members to review the minutes of the last nine years and listen to the audios. She commented that they will never hear one negative remark that was ever made to the Director of Golf or the Superintendent. She requested that they be treated with kindness and respect for their experience.

Paul White, Golf Committee member thanked the Select Board for the opportunity to participate and spoke to the issue of the Committee being comprised of 4 non-pass holders and 3 pass holders stating that he feels it is unnecessary and asked the Board for its consideration. He also expressed his opinion and made suggestions on the conduct references in the Charge.

Steve Bilotta, Golf Committee member commented that he believes that they are meant to be the conduit to the public. He spoke of the Satisfaction Survey noting that the vast majority were Harwich residents and that the responses were positive. The two lowest scores were the sand traps and availability of tee times. He explained how certain items in the Charge would affect their ability to deal with those subjects. Mr. Bilotta explained why, not being allowed to see the comments on that survey, keeps them from acting on hot topics and making a better golf course.

Michelle Ryan, Golf Committee member commented on the process that was noted at the August meeting, and that it was not followed. She noted the work they had done as a Committee and that it was not acknowledged. She continued and commented on the process and the Charter which she feels was written to solve a problem that no longer exists. She asked that the Board tell them what to do, not as the Charter states which is what not to do. She feels that the Charge as written is restrictive and will probably lead them to continue to be ineffective. She asked for clarity around the collaborative nature relationship between the Chair of the Golf Committee and the Director of Golf and that information that is pertinent to the maintenance and operation of the golf course will be provided in time, prior to their meetings so they can be prepared.

Carol Fuller, Golf Committee member commented on the Golf Committee member composition and feels that it has not been aimed at a diverse representation of the Town. She asked that the Board consider taking that wording out of the Charter and revisit the Charter and Charge that they wrote as a Committee. She commented that all the members of the Committee want what is best for the golf course and the town.

Mr. MacAskill thanked Ms. Duffy for her passion and thanked all members for the time they have spent on what they wrote. He agreed that they could eliminate the conduct section. He asked questions of the Committee members and had conversations about issues such as the sand traps. He also reviewed some of the problems of the past and noted that there is a sense that committees are trying to get more involved. He commented that there could be a conflict of interest with members of the Golf Committee who are also involved in associations within Cranberry Valley if they are to be working on pass holder information and rates and fees that would directly impact their leagues. He noted why that would be a concern to the Select Board.

September 18, 2023

He went on to explain that direction has to come from the Director of Golf or the Superintendent of Golf, they have to be in charge and they have to tell the Committee what they want and when they want it and that is what he is going to support. He noted that their goal is to let the Superintendent of Golf and the Grounds Superintendent do their jobs. He addressed the issue of the agenda and noted the process for creating the agenda. He stated that he supports the document with the conduct taken out and with Mr. Handler's revisions.

Mr. Handler commented that the Charge is written for whomever sits in the seats of the Committee, the Director of Golf and the Superintendent going forward.

Mr. Howell commented on how he feels this will affect the interview Committee if this wording is used as a policy. He questioned what part of the Charter they are quoting to eliminate several members. The point for him is the composition, he does not see how they can make those changes within the confines of the Select Board's Charter, referring to the section on appointments in general.

Mr. Handler replied that the intention was not to immediately dismiss but to clarify what was brought to him as a conflict of interest. He stressed that this is a draft, it is something for them to deliberate with respect and in real time. He also noted that it is not a requirement of the Board to get any input from anybody.

Mr. Howell commented that it would be a conflict of interest if Committee members were gaining some benefit that was not passed through to others throughout the town.

Ms. Kavanagh suggested that while they are trying to create a template moving forward for other committees, that they add and specifically note that no committee is directing any employees of the town, that they are working independently for the town and they are instructed by Administration. She also commented on the issue of non golfers on the Committee and does not feel they should be the majority. She noted that she does not have an issue with the Committee seeing the comments on the survey as long as there are no privacy of other issues involved.

Mr. Powers referred to the Charter and referenced that the appointed agencies that are recognized under Chapter 7 exist to support the Select Board. He also referenced Chapter 5 noting that employees work through the Town Administrator and the Town Administrator works through the Select Board. He explained that the Charter is the governing document. His understanding of parliamentary procedure is that when a body or agency is created, the appointing authority may install a Charge. He summarized that Committees report to the Select Board and Staff reports to the Administrator.

Ms. Anderson proposed that this is put on hold for another couple of weeks and asked Mr. Handler to take in everything they have heard at this meeting and add the discussed changes so that they can all physically look at it at a future meeting.

September 18, 2023

Mr. MacAskill noted, for the record that he didn't say they were going to fire all the Committee members tonight, he said "what if". It was a question.

Noreen Donoghue spoke and expressed her concerns and opinion about non golfers serving on the Committee.

Linda Cebula, Chair of the Charter Review Committee, noted that they are reviewing the Charter and looking at various sections of the Charter. She explained the process of reviewing Committees and their Charge, including asking the Committee for input. She also asked for and received a definition of pass holder.

Ms. Anderson stated that they will bring this back for another discussion and that the Golf Committee is still on hold for any meetings as long as they are still under review.

Ms. Duffy adjourned the meeting of the Golf Committee.

- B. Review of Committees; Votes may be taken
 - 1. General issues
 - 2. Discussion on format of Committee overviews

No discussion at this time.

- C. Barbara Bjornson, CliftonLarsonAllen LLP, to present operational analysis audit of disposal area

Mr. Powers introduced Ms. Bjornson and noted that she was asked to review and provide an operational analysis of the disposal area aka transfer station. The audit that was presented was included in the packet

Kathleen Barrette, Finance Director was also present with Ms. Bjornson.

Ms. Bjornson gave a summary of the process that she used to gather data including spending time in the disposal area and in the Financial Department. She gave a general description of the numbers and documents that she provided and then continued in detail with various line items. She made suggestions in the Operational category including separating duties and updating Waste Works. She continued in the category of Accounting, shared observations and made suggestions. Ms. Bjornson noted that a number of commercial accounts are behind and made suggestions on how those numbers and others can be separated out.

Board members asked questions of Ms. Bjornson and she answered as many as possible.

Link Hooper, DPW Director was present and also answered questions from Board members.

September 18, 2023

Ms. Bjornson continued with the Financial Results. She gave information and made suggestions regarding the information flow and possibly increasing fees to offset increases in expenses. The last section was in regard to further analysis that would provide insights with other issues and she gave examples. She continued with suggestions of other procedures that could be looked into including cash received vs tickets printed and the set of rights for different users of Waste Works. Ms. Bjornson completed her presentation.

Board members asked questions and asked for clarity on various issues and numbers.

Ms. Anderson commented that it would be helpful to have the data broken down into categories so they can have future discussions on the issues. She asked if it was possible to get those reports and Mr. Cooper replied that the reports will be provided within a couple of weeks.

Ms. Barrette expressed her thanks to Ms. Bjornson for her research and reports.

Board members and Mr. Powers also expressed their thanks to everyone involved in the process of doing the research and collecting data.

NEW BUSINESS:

A. Update from the Chair n the Harwich Affordable Housing Trust meeting

Ms. Anderson noted that Laura Shufelt is working on the RFP for the Marceline property and will be presenting a draft to the Trust on September 25, 2023. Jen Goldson is continuing to work on the Action Plan for the Trust and hopes to have it finalized by October. She asked members of the Board how and if they would like two see the Action Plan presented.

Mr. MacAskill replied that he would like to see it at a public meeting.

Ms. Anderson will take that back to the Trust to work on.

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

Mr. MacAskill moved to waive the Town's Right to First Refusal as presented, seconded by Mr. Howell.

Vote 4:0 in favor (Ms. Kavanagh was not present to vote) Motion carried.

C. Vote to appoint a Select Board Member to the Cape Cod Metropolitan Planning Organization

September 18, 2023

Ms. Anderson explained the nomination process.

Mr. Powers clarified that the SB member would be working individually and not coming to the Board for direction.

After discussion the Board members agreed to discuss this at a future meeting.

D. Vote to appoint a Select Board Member to Harwich-Chatham Inter-municipal Agreement Board

Mr. MacAskill nominated Mr. Handler, seconded by Ms. Kavanagh.

Mr. Handler accepted the nomination.

Mr. Powers explained what the Inter-municipal agreement is and what Departments are effected.

Vote 5:0 in favor. Motion carried.

E. Discussion on items related to 2024 Annual Town Meeting

Mr. Powers addressed items E, F1 and F2 together.

F. Five Year Financial Assessment and look ahead;

1. Town Administrator to present the five-year financial outlook per Chapter 9 (s) 2.1 of the Town of Harwich Charter
2. Budget Transfers

Mr. Powers stated that the Town Meeting process hereby begins. The Capital Outlay Committee has been assembled, will be meeting on September 22nd and noted what they will be discussing. His intent at tonight's SB meeting is to identify some of the various items that may come back in the warrant. He noted what he has already done in the process and what will be done going forward.

CONTRACTS:

- A. Approve a contract with SOLitude Lake Management for the Alum Treatment of Skinequit Pond in the amount of \$89,028.00

Mr. Handler moved to approve the contract with SOLitude as presented that will be signed by the Select Board, seconded by Ms. Kavanagh.

Vote 5:0 in favor. Motion carried

September 18, 2023

- 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

Mr. Handler moved to approve the contract amendment as presented, seconded by Mr. MacAskill.

Vote 5:0 in favor. Motion carried.

- 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

Mr. Handler moved to approve a purchase and sale agreement as presented, seconded by Mr. Howell.

Mr. Powers congratulated the members of the Board for taking this action.

Vote 5:0 in favor. Motion carried.

TOWN ADMINISTRATOR'S REPORT:

Mr. Powers announced the appointment of Lauren Swift, her position and scheduled start date.

He also noted that today is his mother's 89th birthday. Happy birthday Mom.

SELECT BOARD MEMBER REPORT:

Ms. Kavanagh thanked all the town employees who worked and helped through the storm.

Mr. MacAskill commented that the 9-11 ceremony at the Police and Fire Stations was great.

CORRESPONDENCE:

Cindy Williams, Executive Director of the Chamber of Commerce noted details of Mr. Gunderson's funeral .

ADJOURNMENT:

Mr. Howell moved to adjourn, seconded by Mr. Handler.

Vote 5:0 in favor. Motion carried. Meeting adjourned.

September 18, 2023

Respectfully submitted,

Judi Moldstad

September 18, 2023

**MINUTES
SELECT BOARD
HARWICH TOWN HALL
MONDAY, SEPTEMBER 25, 2023
5:00 P.M. – EXECUTIVE SESSION
6:00 P.M. - REGULAR MEETING
REMOTE PARTICIPATION OPTIONAL**

SELECTMEN PARTICIPATING: Mary Anderson, Julie Kavanagh, Michael MacAskill, Donald Howell & Jeffrey Handler

ALSO PARTICIPATING: Town Administrator Joseph F. Powers, Water/Wastewater Superintendent Dan Pelletier, Waster/Wastewater Commission members Gary Carriero, Noreen Donahue, John Gough (arrived after executive session roll call) & Allin Thompson

CALL TO ORDER

Ms. Anderson called the meeting to order at 5:00 p.m.

Mr. Handler moved to enter into Executive Session for the items as listed below, 2nd by Mr. MacAskill. The vote was 5-0-0 with Ms. Anderson, Ms. Kavanagh, Mr. MacAskill, Mr. Howell and Mr. Handler all voting aye by roll call.

Mr. Carriero moved to enter into Executive Session for the items as listed below, 2nd by Ms. Donahue. The vote was 3-0-0 with Mr. Carriero, Ms. Donahue and Mr. Thompson all voting aye by roll call.

JOINT MEETING IN EXECUTIVE SESSION WITH SELECT BOARD AND BOARD OF WATER/WASTEWATER COMMISSIONERS

- A. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel; Water/Wastewater Superintendent and Assistant Wastewater Superintendent
- B. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position; Assistant Wastewater Superintendent

EXECUTIVE SESSION – SELECT BOARD ONLY – 5:30 P.M.

- A. Pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct contract negotiations with non-union personnel: Water/Wastewater Superintendent and Assistant Wastewater Superintendent
- B. Pursuant to MGL c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would

have a detrimental effect on the town's bargaining position; Assistant Wastewater Superintendent

Ms. Anderson called the meeting back to order. She noted that one decision was made but it is not being made public at this time.

PUBLIC COMMENTS/ANNOUNCEMENTS

No public comment was heard.

JOINT MEETING WITH SELECT BOARD AND BOARD OF WATER & WASTEWATER COMMISSIONERS

Water/Wastewater Superintendent Dan Pelletier was present.

A. Discussion on Department of Environmental Protection (DEP) Notice of Intent

Mr. Pelletier stated that this item is being discussed because it is the first milestone step that we need to take to pursue the watershed permit. The Title 5 regulations that were recently updated include a section (15.215b) that would require all new construction, effective 6 months after the regulation adoption, to install new innovative/alternative septic systems. The regulations were adopted in July 2023, meaning that January 2024 is when they would take effect. By Harwich pursuing a watershed permit puts the DEP on notice that we are intending on having a conventional wastewater treatment collection system for the removal of nitrogen. By doing that, it would alleviate us of the requirement to start implementing the innovative/alternative systems for new construction within that 6-month period. The notice of intent would also establish a timeline and lay out to DEP as to when Harwich will have the appropriate document information ready to submit for the watershed permit itself.

Mr. Howell asked for clarification on what would happen with the properties that have failing septic systems that do not fall into any of the sewer phases. Mr. Pelletier responded that those properties would default to Title 5. If you have a failed septic system today, then you would be required to make the upgrades to come into compliance. The same would be true if you are in or out of one of the phased areas.

Mr. MacAskill moved to approve the scope and fee proposal request of the Wastewater Superintendent for the Notice of Intent submittal to DEP as presented, 2nd by Mr. Howell. (no vote was taken)

Mr. MacAskill moved that the Select Board approve the special services agreement, Harwich watershed permitting Notice of Intent for GHD in the amount of \$4500.00, 2nd by Mr. Howell and approved 5-0-0.

Mr. Powers stated that we would not then partner with GHD for the process of the Notice of Intent's. This generally would have been a contract that he would have signed, but given the

importance of the situation, the motion as made and endorsed by the Select Board would be a mark in time.

Mr. Pelletier noted that this is the cost proposal to submit the Notice of Intent. There will be a cost in the future to compile and complete the watershed permit application. Mr. Powers responded that this is the scope of services that were approved and funded. He asked if the application would need to come back to the Select Board for a vote or would tonight's vote take care of it. Mr. Pelletier responded that this vote would be enough but offered to bring the application back for the Select Board's review and approval.

Ms. Anderson said that it is her hope that this meeting will improve communication between the Select Board and the Water/Wastewater Commissioners. While she doesn't have much knowledge surrounding wastewater, she does know about people working together and getting along. Ms. Anderson suggested that the 2 groups have a joint meeting quarterly.

Mr. Powers noted that there have been 2 distinct periods of time with the pandemic in the middle. There was a period when he was the Interim Town Administrator and then post pandemic when he became the Town Administrator. In the days before the pandemic, when the Wastewater Superintendent was working on phase 2, contract 1, the town was still engaged in conversations with surrounding towns on potential wastewater treatment. Since that time, there have been starts and changes and major global effects. Mr. Powers feels that this meeting tonight represents the critical conversations with the Select Board and the Water/Wastewater Commission as well as appropriate staff members and representatives from other groups. The town is getting back into phase 3 of the Comprehensive Wastewater Management Plan implementation, which also ties into design and construction projects. Board members are aware that there are projects on the capital outlay plan, which is revisited every year. Mr. Powers feels that quarterly meetings would be appropriate and thanked everyone for helping to get to this point.

B. Discussion on Order to Connect Forbearance

Mr. Powers reported that this came out of the most recent working group session and was something that Mr. Howell had brought up.

Mr. Howell noted his concern that there are two things being asked for: one being a forbearance of time and one being a forbearance of money. If someone is subject to one of the phases that has been built, they will need to request an extension from the Board of Health if they need more time to connect. He argued that the Board of Health should not be involved with the forbearance of money and that it would belong with the Wastewater Commission. It will be a 2-part discussion.

Ms. Anderson feels that there was a good discussion that took place on this topic at the working session and that the idea now was to have a similar discussion at an open meeting.

Mr. Howell said that the Board of Health has made contact with one of the Assessors and again, stated that the Board of Health does not want to get involved in monetary discussions.

Board of Health Chair Sharon Pflieger was present and stated that the Board of Health would be having a working session to address some of the issues relating to extending time for connections. The Board of Health would then be meeting with the Board of Assessors to see what they require for exemptions requests so the Board of Health can feed into that. The Board of Health is not interested in looking at finances and would refer to the Board of Assessors. The Board of Health is also looking at extending the time for connection because to give a short period of time for hook up isn't feasible.

Mr. Howell feels that there are 3 parties involved in this process and there is no clear pathway on who is responsible for what.

Mr. Anderson commented that Board of Assessors Chair Richard Waystack had indicated he will be working with the Board of Assessors to see if they would approve taking on the financial aspect and referrals from the Board of Health.

Ms. Pflieger confirmed that the Board of Health would be meeting with the Board of Assessors and that once something is in place, they would update the Select Board.

Mr. Carreiro asked if there are funds available from the infrastructure bill that could help towns that are hooking into sewer. Mr. Pelletier responded that he does not know of any funds that would be funneled directly to a resident for hook up assistance. Some of the infrastructure bill money is what was funneled to Barnstable County for the AQUIfund program, that is now available to Barnstable County residents.

Ms. Donahue noted that the plan that Mr. Waystack had previously talked about was the existing abatement system. It would not be an additional amount of money for sewer hookups. She has been in communication with the Board of Assessors Chair and they will be following up. The sewer connection piece wouldn't just be for the elderly. The cut off amount for income would be much higher than the existing abatement structure. The Water/Wastewater Commissioners have no purview over the financial aspect of this. They can only handle issues for those who are connected into the system.

Anne Frechette, Great Sand Lakes Board of Directors member was present and noted that her understanding from the previous short term rental tax increase was that some piece of the tax would go toward clean water issues. She is wondering if there is something that can be done with the tax to help people who need to hook into the sewer and cannot afford it. Ms. Frechette feels that the people who have turnover every week at their properties and have 10-15 people staying at a time are putting out the most mineral content into ponds and that the problem is not the people who live here year-round who can barely afford to live here. Ms. Anderson noted that they have talked about ways to fund Ms. Frechette's concerns.

Mr. Howell said that the Clean Waters Board has talked about this over the last year and that the money in the legislation is tethered to intended use plans and build outs. The funds could not be used for individual hookups. While he understands that the fund that was created would be

helpful, it still needs to be repaid. He asked that whatever is being discussed that we don't look to the Clean Waters Board to fund it.

Mr. Powers recapped the vote at the October 2021 Special Town Meeting regarding the increase of the short-term rental tax. The 2% that was added was separated into a special purpose stabilization fund for the support of wastewater and a special purpose stabilization fund for the purpose of housing. Mr. Powers added that there is nothing to prevent us from creating appropriating articles to fund a lot of what is being talked about.

Mr. Pelletier said that there was an article a few years ago that allocated \$100,000 to be used to support people who could not afford to connect. That money is shown on the wastewater retained earnings certification as a separate line. He understands that we still have that money locked up and available for that purpose. At this point, based on what has been confirmed with DEP, Mr. Pelletier does not see any there being any regulatory implications in having some people straggle behind. He added that ultimately, 20 years from now, when we measure the water quality in the bay, it needs to be within the appropriate levels, or we will need to do more for removal.

Martha Donovan was present and said that in terms of what she has been hearing, many contractors have had minimal appointments open for the rest of the year. The time issue may not just be someone that needs more time. The contractor's schedules are filling up and time may be more of an issue if there is any further delay.

Ms. Donahue stated that she knows we had to get a sanction from Chatham when we extended the connection time from 1 year to 2 years. She asked how that would work with any future possible changes. Mr. Pelletier responded that he feels we would be fine either way. As he understands it, with it being a Board of Health condition, it would keep a line between our requirement to go to Chatham for changes to our rules and regulations versus our 2-year order to connect.

Mr. MacAskill said that he attended the Board of Health meeting with the Board of Assessors Chair and that the abatement process already exists. They need to take their system and merge it with the Board of Health. Mr. MacAskill commented on a property that went to Barnstable County for a loan in the amount of \$11,000. The approval time took 3 weeks and 2 days and for the total amount the payment is 20 years at \$47.00 per month. There does not seem to be an overwhelming request for time delay applications. The town needs to get the Barnstable County loan information out more broadly to the public.

Ms. Donahue feels that it is unfortunate that there is not a central place for homeowners to go for information. She pointed out that there is also an IRS tax credit process, that can be very complicated. We need to work on getting the information out to the property owners. Mr. Powers agreed that we should start pushing out information.

Mr. Pelletier stated that he will circle back to the Health Director. We have approximately 250 properties; 190 of which are connected and 50-60 are in process. He suggested kicking out the

timeline so that it is 2 years from the AQUI fund and provide information to homeowners about the program and the tax credits.

Mr. Carriero asked if there are any requirements or restrictions for the Barnstable County application. Ms. Donahue responded that the home needs to be the owner's primary residence.

Mr. Powers asked if the language in the Board of Health document as provided in the packet should be revisited to put the residents at ease. Ms. Pflieger responded that the documents that were provided will be what the Board of Health will be looking at during their internal meeting. Mr. Powers added that if a community event is planned, this is something that should be brought up to the residence. Ms. Pflieger responded that once the documents are updated, they would see that everyone receives the information.

C. Discussion on Legislation for exemptions

Ms. Anderson commented that this topic was brought up during the working session. She believes that the consensus of the Select Board was to hold and let the Board of Health and Board of Assessors see what can be worked out and if there is the need to go for legislation.

Ms. Donohue feels that we will need to go for legislation. The other thing that she doesn't know is how to get a feel for our community in terms of what their income levels are. In 2018. The Board of Assessors was only giving out 50 senior exemptions. If we are only giving out 50 townwide, it doesn't seem like a lot of people would fit into the criteria.

Richard Waystack was present and feels that there are many more out there that could use assistance. The people who are impacted by that are the greatest generation who do not like looking for help. The Board of Assessors spoke at both the men's and women's breakfast, and they were shocked at how many in the community were coming forward. The town needs to get the word out to residents. With respect to legislation, the Board of Assessors is in discussion with the Department of Revenue to see what is truly necessary. Mr. Waystack feels that it would be preferable to take the process through town meeting, rather than through legislation. He added that there will likely be a lot more people showing up when they are faced with the connection fees. After this, he would defer to the Town Administrator and Assessing Director in conversation with the Department of Revenue before we go forward.

D. Discussion on creating a Wastewater Department and staffing

Mr. Powers stated that with this topic and the concept of timing, we have 3 projects or contracts in the books. This question builds off of the action from town meeting in the spring that supported the creation of a new position known as the Assistant Wastewater Superintendent. We know that this individual will go a long way to helping the Wastewater Superintendent and the Select Board on projects. For him, this is the signal on what do we think we will see over the next 5, 10 or 15 years. In his experience in working in a town that has connected to sewer, he has seen what the department can morph into. What we are talking about is what we will need for staffing wastewater operations and the like going forward.

Mr. Pelletier looks at this from a couple of different lenses. One being the operations of the day-to-day wastewater operations system. Right now, that is being achieved by a contract through Weston and Sampson. Because of the limited size of our existing wastewater collection system and the actual flow that we are experiencing. Our inspection frequencies are only a couple of times a week right now. As more pump stations come online and flows increase, the pump stations will need to be inspected 7 days a week/365 days a year. He can't believe that we would not be able to do it cheaper ourselves. He anticipates that we will need at least 2 field staff, vehicles, equipment, benefits, insurance, etc. That cost will need to be less than our contract operations with Weston and Sampson. As we continue to grow, we will need to evaluate how our field operations are staffed. As far as administration staff, he has 3 excellent administrative staff members who have picked up the baton since wastewater was picked up. As long as things continue as they have been, they would be in a good place likely until they begin to issue order letters to connect for the next 650 properties in the phase 3 area. We also need to remember the Great Sand Lakes area and the dry sewer pipe in West Harwich. At that point, it would be beneficial to have an additional administrative staff. How the next phase is staggered would impact the time in which this position would be needed. Likely 2 years from now would be the 24-month mark that we should start considering it.

E. Discussion on Harwich Chatham Intermunicipal Agreement

Mr. Powers noted that this topic is for the benefit of anyone that is newer to either organization. It is part and parcel of what we are talking about generally. Documents are available if anyone has any questions.

Mr. Howell stated that the IMA is supposed to have Harwich and Chatham match their sewer regulations. There was talk in Harwich of allowing a Registered Sanitarian to complete the designs, which is a cheaper and more abundant option. Mr. Pelletier responded that the Registered Sanitarian has been written into the Harwich regulation. Mr. Howell wants to make sure the public knows that there are more options than originally thought.

Mr. Pelletier said that the IMA required Harwich to have sewer regulations no less stringent than Chatham's. When we had adopted our regulations, there was a difference in opinion between the towns on who could design the systems. Chatham was provided with the proposed regulations and 6 months' notice and after a meeting with their staff, there was no pushback. With new staff all around, it might be a good idea to rekindle the discussion and go over how payments will be made between the 2 towns. Chatham is due to renew their operations contract. We should probably also rekindle the discussion to make sure that the bid documents that they are putting out are inclusive of Harwich's collection.

Mr. Powers reviewed the makeup of the Chatham Harwich IMA group which says that Chatham shall have 3 members and Harwich will have 2. For Harwich is has been a member of the Select Board and the Town Administrator, with the Wastewater Superintendent participating as necessary.

Ms. Kavanagh asked if Harwich is receiving monthly or quarterly reports on our flow to Chatham. Mr. Pelletier responded that he monitors everything. To date, he has had to request the total plant flows from Chatham. He takes that information and cross checks it against our pump station flows and meter vault. Ms. Kavanagh went on to ask if Chatham had made any revisions to their regulations that Harwich should be aware of. Mr. Pelletier responded that they have not.

Mr. Carreiro asked if Mr. Pelletier is using the supervisory control and data acquisition system. Mr. Pelletier responded that he is not plugged into Chatham's system, but that he is using the system when he receives all the data. Mr. Pelletier also has the operator who does the inspections submit the paper records so he can cross reference the paper with the digital.

F. Discussion on regional approaches

Ms. Anderson said that this topic is to get everyone's thoughts on regionalization. Mr. Powers noted that this is of interest to him because it is an opportunity to do a quick recap and talk about next steps. Harwich was at the table with Dennis and Yarmouth for what we thought would be a DHY system. The discussion eventually dissipated and has not been picked back up. While we don't necessarily need to pick those topics back up, it would be an opportunity to talk about what we have for flow that is being treated by Chatham. As we work through the rephasing and construction projects in the CWMP, Mr. Powers feels that it begs the question that as we have more systems in place, what will we be doing with the additional flow. Harwich does not have any plans or contemplated plans at present for our own wastewater treatment plant, therefore as we talk about design and construction and moving on through the CWMP, it will cause us to have more conversations with other towns. It is helpful to remind people that Harwich was contemplating a certain partnership that is no longer on the table, but that it does not mean that a future partnership couldn't develop.

Mr. Howell stated that he would not characterize it as a partnership except for that it was called that. It was a freestanding commission where we would send members and there would be no way to control it as a town. We had to decide along the way that we did want to partner with other towns, but under a system that someone is in control that is elected and that we would purchase capacity from them.

Mr. Pelletier commented that all these discussions that have been happening as of late are tied together. For Harwich to have a fruitful discussion surrounding regional opportunities, we are on our way there with the rephasing. Once we understand the rephasing, the flows the timing, the effluent recharge potential in Harwich, we will have everything that we need to bring to the table to discuss a regional opportunity.

On the regional approach we were getting better loan rates when we were regionalizing with Chatham. Ms. Kavanagh asked if that will still be the case. Mr. Pelletier responded that we did receive confirmation of 0% interest on 50 million dollars. His understanding is that it is tied to the fact that we have a flow neutral provision and that we have a nutrient removal project. Ms. Kavanagh said that she was in favor of the DHY approach back in the day and was sorry to see that go by the wayside. She is strongly in support of any regional approach.

Mr. Handler stated that he remembers from the work session that there was talk about something that Harwich could offer Dennis in terms of recharge. Mr. Pelletier responded that is the hope. As he understands it, they are looking to fund the construction of their plan this coming spring. He believes that they have sufficient capacity on site to recharge their first phase, but beyond that, they have not identified or secured their recharge sites. His hope is that if Harwich can identify and reserve recharge sites, that would give us something, should we pursue discussions with Dennis to bring to the table.

Mr. Thompson asked about past discussions of building a treatment plant at the transfer station, noting that he is surprised that we are not discussing that option anymore. Mr. Pelletier responded that there was some preliminary investigation done at the transfer station. He believes that there is a decent clay layer underneath that is limiting the recharge and diverting the water south to Flax Pond. One of the struggles in trying to find a recharge site is that any undeveloped land just happens to be next to a stream or river.

G. Discussion on establishing and identifying funding sources for future design and construction projects

Mr. Powers noted that this is a chance to put out there what Harwich has done and what we could do going forward. He knows that the former Wastewater Implementation Committee had done some studies. From his purview, the town has been contemplating a water infrastructure fund. If the town were to move forward with that, in addition to the special purpose stabilization fund, we would have a stream of income that goes in there. If the money were to be taken out, it would require a 2/3 vote at Town Meeting. If there is a desire to go forward, we can build these discussion points in the warrant for Annual Town Meeting in 2024 and Annual Town Election as a ballot question in 2025. Mr. Powers went on to review information that was provided by Town Counsel 3 years ago. Given that there has been discussion about a real estate tax surcharge, that is why Mr. Powers believes that other towns have done things such as changing their Community Preservation allocations (example from 3% to 2% and then identifying the additional 1%). If this is being contemplated, it should be noted that it is a 2-year process. The point tonight is to let folks know that at least at the staff level to start, we are looking at other sources to fund these major projects that we are required to do. We need to be creative and expansive in thinking about how to fund these items.

Ms. Donahue commented that it seems as though the Wastewater Commission and the Select Board also come up against a lot of small expenses during the year. In the process of contemplating this for May, she wonders how many towns will start a project fund for any large projects. It may be something to consider that we cannot always wait until Town Meeting to get at the funds. Mr. Powers asked if she was referring to an appropriation article. Ms. Donahue responded yes. Mr. Howell added that it wouldn't have an expiration date like other appropriations and go into free cash at the end of the year. It would wind up staying as a free-standing fund. Mr. Powers said that is correct.

Mr. MacAskill asked that this get going sooner rather than later.

Mr. Thompson asked to be sure that the information is shared with the Water/Wastewater Commission as well.

H. Discussion on planning a Community Forum

Ms. Anderson feels that there is value in having an event at the Community Center, High School or somewhere else where the public can come out and learn all things wastewater. The question at this point is what the best time for that in terms is of what is going on.

Ms. Donahue said that back in the day, when there used to be a lot of community forums, one thing that was observed is that there are 2 different audiences and when you tried to mingle them, they didn't mingle well and didn't accomplish what needed to be done. Groups that are on the connect list need a specific kind of meeting. The general public is not really interested in the ABC's of these issues. Mr. Howell agreed but feels that the general discussion has morphed. We have changed the sequencing of the plan and are exploring other things. It might be a good time to get everyone together to hear what new questions or concerns might be.

Mr. Thompson said that Harwich is taking major steps forward and that we need to be prepared to make a presentation on what we are getting in to.

Ms. Kavanagh agreed with Ms. Donahue. She added that it might be good to have a general conversation about the overall cost, but then be prepared to almost separate the groups and have teams ready to answer questions specific to the groups.

Mr. Handler feels that it is our responsibility to make sure that the public is well informed of the changes that will be coming in the next 10-15 years. Maybe these meetings are something that we can look at doing twice a year so the public will have an ongoing understanding. Not only do we need to do a better job of communicating among the boards, but also need to do a better job communicating to the public.

The big thing for Mr. Pelletier is timing and he said that he will do whatever is the boards pleasure. He would like to have 2 separate meetings. One targeted towards the 650 phase 3 properties because they will be asking specific technical questions. As far as the community meeting is concerned, it was Mr. Pelletier's hope that the next big community forum would have a presentation of the CWMP revision process. We are much closer material wise to do the 650 homes in East Harwich because we are almost at 90% design with the collection system and we are pushing towards putting the project out to bid. Once we have new graphics, cost estimates etc., then we can do an all-hands-on deck community forum. Mr. Pelletier said that he would reach out to GHD to see what their status is.

Mr. Handler agreed with Mr. Pelletier's comments and agreed that he is the person to determine when and what. The more community forums we can put on the calendar is something that he would fully support.

Martha Donovan was present and asked that when the general meeting is held, that you list all of the options for financing and what the pros and cons are. Mr. Pelletier asked Ms. Donovan if she would be talking about townwide or individual financing. Ms. Donovan responded that she was referring to townwide so that people can understand the impact on their taxes. Mr. Powers clarified that the town is not considering a 3% tax increase and would only be looking to modify the towns existing tax programs.

Mr. Pelletier commented that one of the items that is within the GHD scope is when we do establish a new phasing plan to take other town projects and debt into consideration to try and balance the funding over time. Mr. Powers added that both he and the Finance Director are working with the Department of Revenue on a 5-year financial outlook which includes existing debt, future debt in that time frame and debt capacity. We will make sure that we have all of that information available in a format that everyone will understand.

Mr. Howell felt compelled to say that we have an innate feeling that things are new forever once they are built. He understands that there is a 40-year timeline for the project, but there is also a useful life for capital projects where you have to go back and do things. Mr. Pelletier said that Mr. Powers would be receiving the PDF asset management plan for the wastewater infrastructure in the coming days.

Mr. Carreiro thanked the Select Board for having this meeting and said that it is imperative for communication to stay open. The more you communicate, the more trust you build. The more information that we can give people, the better. It is all about what we can do for the town.

ADJOURNMENT

Mr. MacAskill moved to adjourn the meeting of the Select Board, 2nd by Mr. Howell and approved 5-0-0.

Mr. Thompson moved to adjourn the meeting of the Water/Wastewater Commissioners, 2nd by Ms. Donohue and approved 4-0-0.

Respectfully submitted,
Jennifer Clarke
Recording Secretary

RECEIVED
TOWN CLERK
HARWICH, MA

2023 SEP 15 P 12:02

Mary Angela Maslowski



September 14, 2023

Emily Mitchell, Town Clerk
732 Main Street – Town Hall
Harwich, MA 02645



Re: Resignation as Planning Board representative to
Community Preservation Committee

Dear Ms. Mitchell:

Please accept this letter as my resignation from the position of Planning Board member to the Community Preservation Committee to be effective on October 2, 2023. I have enjoyed my years representing the Planning Board on Community Preservation, but I look forward to serving in another capacity. At this time, I do intend to remain as a full member of the Planning Board.

Thank you.

Best,

Handwritten signature of Mary A. Maslowski in cursive script.
Mary A. Maslowski

Cc: Select Board
Joseph Powers, Town Administrator

RECEIVED
TOWN CLERK
HARWICH, MA

Mary Angela Maslowski

2023 SEP 15 P 12: 02



September 14, 2023

Emily Mitchell, Town Clerk
732 Main Street – Town Hall
Harwich, MA 02645

Re: Resignation from the Harwich Housing Committee

Dear Ms. Mitchell:

Please accept this letter as my resignation from the Harwich Housing Committee effective immediately. I have enjoyed my years of service on the committee, but I no longer have the time to dedicate to it.

Thank you.

Best,

A handwritten signature in cursive script, appearing to read "Mary A. Maslowski".

Mary A. Maslowski

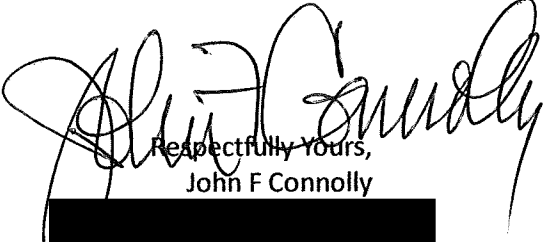
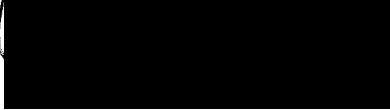
Cc: Select Board
Joseph Powers, Town Administrator

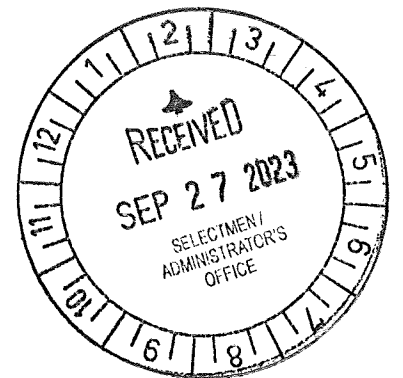
September 27, 2023

Select Board
Town of Harwich
732 Main St.
Harwich, MA 02645

Dear Select Board of Town of Harwich

I am resigning from the Golf Committee effective immediately.


Respectfully Yours,
John F Connolly






HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Joe Powers
Town Administrator

Select Board

FROM: David J. Guillemette
Chief of Police

DATE: October 2, 2023

SUBJECT: Request to appoint John Sullivan a Special Officer upon his retirement

Madam Chair and members of the Board:

Lt. John Sullivan has announced his intention to retire in mid- October. John has served the community of Harwich for 35 years. John began his career as a part time officer in 1988, he was appointed a full-time police officer in 1995. John was promoted to Sergeant in 2003 and was promoted to Lieutenant in 2015. John is also a graduate of the FBI National Academy in Quantico VA.

Throughout his career at Harwich Police John has served in a number of different roles to include Traffic Officer, Crash Reconstructionist, Firearms Instructor and Active Shooter Response Instructor. After his promotion to Lieutenant, John initially served as the Administrative Lieutenant for a number of years then as the Operations Lieutenant.

John has asked to be kept on as a Special Officer to allow him to work traffic details. John's last official day of work as a full-time police officer is October 17, 2023. I am therefore requesting the Board appoint John Sullivan a Special Police Officer for the Town of Harwich effective October 18, 2023.

Thank you!



HARWICHPolice
DEPARTMENT
183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Joe Powers
Town Administrator

Select Board

FROM: David J. Guillemette
Chief of Police

A handwritten signature in blue ink, appearing to read "D. Guillemette".

DATE: October 2, 2023

SUBJECT: Request to promote Sergeant Aram Goshgarian to the rank of Lieutenant

Madam Chair and members of the Board:

In anticipation of Lt. Sullivan's retirement, the department held a promotional process for the rank of Lieutenant in March of this year. The process consisted of an assessment panel of three police chiefs, a written exercise, and an interview with the Deputy Chief and Chief of Police. Sergeant Goshgarian earned top score in the process.

Aram has been serving the community of Harwich since 1996 when he was appointed a part time officer. Aram was appointed full time in 2001 and then promoted to Sergeant in 2015.

Aram has proven to be a valuable asset to the Harwich Police Department serving as a Field Training Officer, an Officer in Charge, a Patrol Supervisor, a Traffic Officer and Crash Reconstructionist, a Public Information Officer and the

Sergeant in charge of the School Resource Officers. Aram also serves as the department liaison to the Traffic Safety Committee.

I have complete confidence that Aram will continue to be a valuable asset to the department as our next Administrative Lieutenant.

I am therefore respectfully requesting The Board approve the promotion of Aram Goshgarian to the rank of Lieutenant effective October 18, 2023.

Thank you!



HARWICHPolice
DEPARTMENT
183 Sisson Road, Harwich, MA 02645
Tel 508-430-7541 Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Joe Powers
Town Administrator

Select Board

FROM: David J. Guillemette
Chief of Police

A handwritten signature in blue ink, appearing to read 'DJG', is written over the printed name of David J. Guillemette.

DATE: October 2, 2023

SUBJECT: Request to promote Officer Tyler Vermette to the rank of Sergeant

Madam Chair and members of the Board:

In December of 2021, the department held a promotional process for the rank of Sergeant. The process was administered by a law enforcement consultant and consisted of a 100-question written exam and an assessment center consisting of a number of scenario-based exercises.

Officer Tyler Vermette scored the highest out of the seven officers who participated in the process.

Tyler has been a Harwich Officer since 2014. Tyler is a diligent conscientious officer who always has the best interests of the community and its citizens in mind. Tyler has served as a Field Training Officer, a Patrol Officer in Charge and is one of two department members assigned to the Cape Cod Regional Law Enforcement Council SWAT team.

I have no doubt that Tyler will be an extremely competent and effective patrol Sergeant for the Harwich Police.

I am therefore respectfully requesting The Board approve the promotion of Tyler Vermette to the rank of Sergeant effective October 18, 2023.

Thank you!



TOWN OF

HARWICH

732 Main Street
Harwich, MA 02645

CONSERVATION COMMISSION

(508)430-7538

September 28, 2023

To: the Harwich Select Board

From: Amy Usowski, Conservation Administrator

RE: Donation to the Wetlands Revolving Account

I was recently contacted by EdOdyssey to lead a field class on Coastal Geology and Coastal Ecology for a group of students from Northeastern University. I did so on Saturday September 24, 2023 at Red River Beach, for a group of roughly 40 students. It was a pleasure to do so, even in the wind and the rain. As a thank you, EdOdyssey wanted to make a donation to the Town Wetland Revolving Account, to help the Town with valuable projects to help protect and enhance our wetland resource areas.

Enclosed is a check for \$300. I request that the Select Board accept this nice gesture. If you have any questions, please let me know. Below is the note that came with the check.

9/13/23

Hello,

Enclosed please find our \$300.00 donation to the Harwich Community's wetland fund. We're grateful for your efforts in making this special experience educational and memorable for our students and we can't wait to be there on Saturday, 9/23/23. Thank you to everyone involved and especially the town's ecologist in advance for their time and expertise — see you on Saturday!! Excursion Leaders from my team will be leading this weekend excursion, but please don't hesitate to reach out directly to me with any comments or questions.

Sincerely,

 EDODYSSEY — Peter McGovern

OLD BUSINESS

GOLF ADVISORY COMMITTEE
Advisory Committee to the Select Board
Chair: _____
Chair Email: _____

PURPOSE:

The Golf Committee is an advisory committee to the Select Board and shall make recommendations 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.

The director of golf operations, or employee having the general powers of supervision of the golf course shall be exclusively under the day-to-day supervision of the Town Administrator, as per Charter, Chapter 7, Section 13, Clause 7-13-3. Given the limited role of the Golf Committee under the Town Charter, which is to make policy recommendations to the Select Board, the Golf Committee shall not interfere in any way with the day-to-day operation of the Golf Course or attempt to supervise or direct the Director of Golf Operations or other Town employees responsible for the operation of the Golf Course.

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.

SCOPE AND PROCEDURE:

When directed by the Select Board, the Golf Committee will then work to accomplish the directive by holding public meetings to discuss and gain public input specific to the request of the Select Board. The agenda items will represent the Select Board's requests.

The Golf Committee, through the Chair, may make recommendations specific to the maintenance and operation of the golf course to the Select Board. The Golf Committee Chair may request information from the Director of Golf or the Select Board specific to the maintenance and operation of the golf course to provide future recommendations.

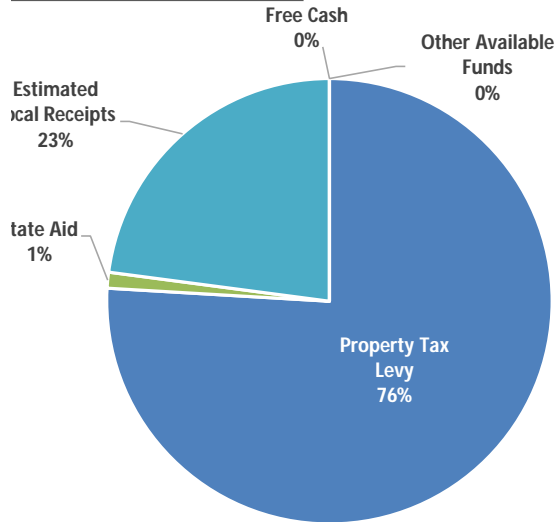
CONDUCT:

The Golf Committee shall post meeting notices, maintain and post meeting minutes as required under open meeting law. If the Golf Committee has any concerns relative to Golf Course policies, such concerns shall be relayed exclusively to the Select Board. If the Golf Committee has any concern regarding the operation of the Golf Course, it shall communicate such concerns exclusively to the Town Administrator.

General Fund Revenue and Expenditures

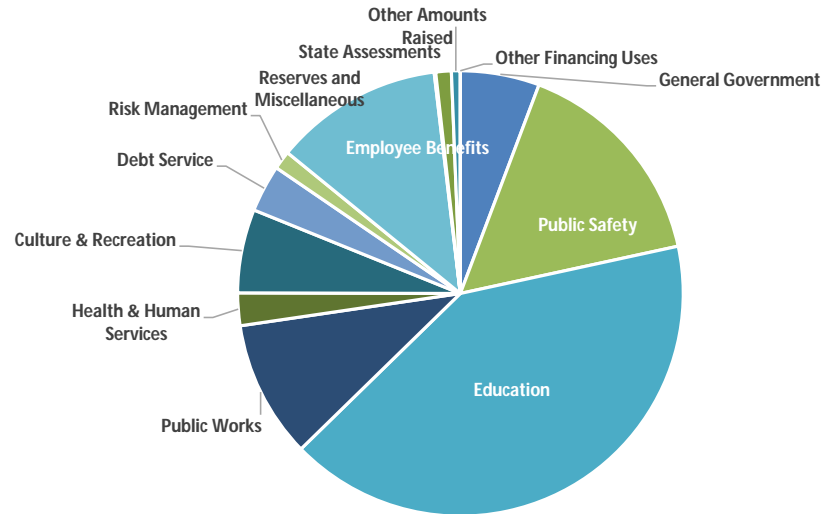
Select Fiscal Year: **FY2024**

General Fund Revenues - FY2024



	FY2024	
Property Tax Levy	53,949,298	75.9%
State Aid	823,781	1.2%
Estimated Local Receipts	16,275,036	22.9%
Free Cash	-	0.0%
Other Available Funds	-	0.0%
Total General Fund Revenue	71,048,115	100.0%

General Fund Expenditures - FY2024

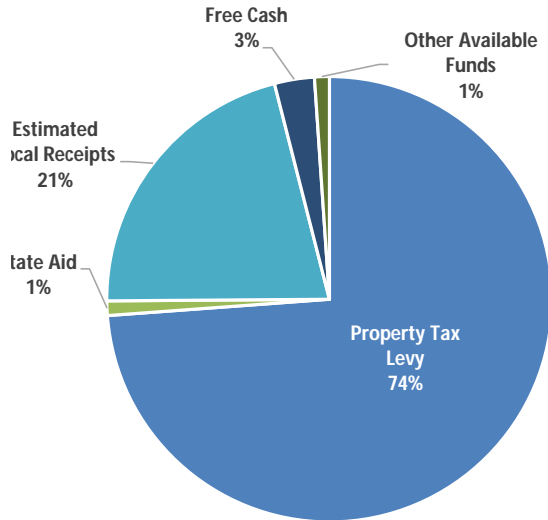


	FY2024	
General Government	4,260,171	5.7%
Public Safety	11,762,652	15.9%
Education	30,483,666	41.1%
Public Works	7,416,047	10.0%
Health & Human Services	1,747,733	2.4%
Culture & Recreation	4,499,931	6.1%
Debt Service	2,541,802	3.4%
Risk Management	996,060	1.3%
Employee Benefits	9,086,216	12.2%
Reserves and Miscellaneous	77,644	0.1%
State Assessments	835,503	1.1%
Other Amounts Raised	480,943	0.6%
Other Financing Uses	-	0.0%
Total General Fund Expenditures	74,188,368	100.0%

General Fund Revenue and Expenditures

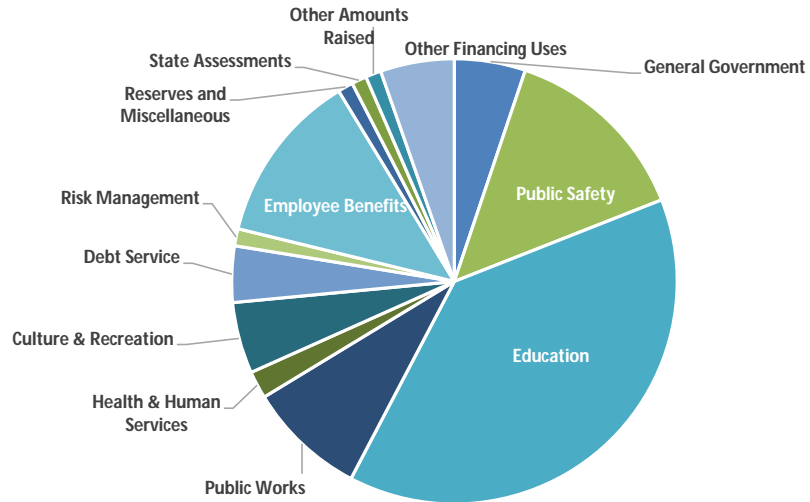
Select Fiscal Year: **FY2023**

General Fund Revenues - FY2023



	FY2023	
Property Tax Levy	54,988,268	73.8%
State Aid	794,468	1.1%
Estimated Local Receipts	15,738,213	21.1%
Free Cash	2,158,840	2.9%
Other Available Funds	805,366	1.1%
Total General Fund Revenue	74,485,155	100.0%

General Fund Expenditures - FY2023



	FY2023	
General Government	3,914,858	5.2%
Public Safety	10,498,944	13.9%
Education	29,280,916	38.7%
Public Works	6,517,256	8.6%
Health & Human Services	1,504,399	2.0%
Culture & Recreation	3,923,097	5.2%
Debt Service	3,092,196	4.1%
Risk Management	950,082	1.3%
Employee Benefits	9,474,974	12.5%
Reserves and Miscellaneous	827,644	1.1%
State Assessments	825,310	1.1%
Other Amounts Raised	849,316	1.1%
Other Financing Uses	4,070,899	5.4%
Total General Fund Expenditures	75,729,890	100.0%

Current Financial Assessment of FY 2024 as of September 26, 2023

The first quarter of FY24 has been consistent with the prior fiscal year for both revenue and expenses and are within the expected budgeted revenue and expense projections for Q1.

There have been no unexpected department expenditures and expenses have been within the 25% estimates.

Tax collections have been in line with last fiscal year and are at 24% of overall budgeted revenues. With improved processes, the finance department anticipates higher billed taxes and fees collected. Investment income is expected to be considerably higher than years' past due to higher interest rates. Investment income contributes directly to free cash. Due to delays in certain billings, motor vehicle excise will be more in FY24 due to timing issues. This will contribute to higher free cash in FY24 as well.

State aid is comparable to last year. Overall, the Town's assessments are higher than state receipts by approximately \$42,000. This amount is added to the overall amount that needs to be raised and appropriated.

Seasonal revenue will decrease in the fall and winter as golf and recreation revenue declines. The full-year motor vehicle excise commitment will be billed the end of the calendar year and will be a good indication of the economic condition of the town. Non-lien bills tend to be delayed in favor of taxes.

Rooms and meals taxes have not been recorded for the first quarter of FY24 as of this writing. Once received, an update to the Financial Assessment will be provided. 50% of the Rooms taxes will be transferred to the Special Purpose Stabilization Funds and will be directly impact local receipts. The estimates have been adjusted to reflect these anticipated transfers.

Respectfully Submitted,

Kathleen Barrette
Finance Director

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Meggan Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Select Board

FROM: Joseph F. Powers, Town Administrator

CC: Kathleen Barrette, Finance Director/Town Accountant
Meggan M. Eldredge, Assistant Town Administrator

RE: Points to consider in developing the Fiscal Year 2025 Budget Message (General Policy Statement)

DATE: September 28, 2023

This memorandum serves to accomplish the requirements of the Harwich Charter wherein it reads that “On or before the first Tuesday of October of each year, the [Board], after consulting with the town administrator, shall issue a general policy statement to guide the town administrator in developing the budget requests for the ensuing year.” (Harwich Charter, Chapter 9, Section 9-2-2).

This requirement follows the language cited in Section 9-2-1 of the Harwich Charter (also found under Chapter 9. Financial Provisions and Procedures). This section reads that “On or before the first day of October of each year, the town administrator shall present the [Board] with the current financial assessment of the town including the latest estimated revenues for the ensuing fiscal year and any specific related fiscal data.” This memo is submitted with the presumption that that discussion has been met under the preceding agenda item at your meeting on Monday, October 2, 2023.

Therefore, I recommend your general policy statement (AKA the Budget Message) for Fiscal Year 2025 be one of moderation.

We see that our revenue and expense projections are on track based on the documentation provided by our Finance Director. Recognizing that we have strong reserves and continue to build those up and acknowledging the stability in our personnel expenses due to current agreements (not set to expire until the end of Fiscal Year 2026), we also know there are major items looming over the horizon.

Efforts are already underway to examine the next five year Capital Outlay Plan covering Fiscal Years 2025 through 2029. We see a draft capital budget of just over \$20 million including critical water projects and design work for Phase IV of the Comprehensive Wastewater

Management Plan. Additionally, we do not yet know what projects may require funding in the next fiscal year beyond what the draft plan shows presently.

I recommend that any “Enhancement of Services” (EOS) be kept to those that have the broadest impact on our comprehensive operations. Over the past few years, we have expanded programming and have an array of robust programs befitting the needs of our taxpayers and appealing to the essential tourism economy in our town and throughout the region.

Therefore, I do not believe limiting enhancements in this manner to be regression. Rather, we are acknowledging the prior commitments supported by the voters and working within the vast array of programs and services presently in place.

Based on these statements and our present understanding of estimate revenues and estimated and actual expenditures, I recommend that, aside from obligations related to collective bargaining and other contractual obligations, that you establish a policy wherein expenses within the Operating Budget should be held to the levy limits of two and one-half percent (2 ½).

I look forward to participating in your discussion of the budget message and providing further insights and analysis to inform your decision-making.

Thank you for your attention to this matter.



Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Project Update

Date: September 29, 2023

Attached please find the updated project list relating to procurement. Since the last update on August 21st, ten projects have successfully been awarded contracts and work is underway. The projects that were listed as “complete” on the last update have been removed from the list. The current breakdown of projects is as follows:

Square One	1	1.45%
IFB/RFP Process	10	14.49%
Contract Awarded	14	20.29%
Final Step	6	8.70%
Complete	0	0.00%
withdrawn	0	0.00%
Awaiting initiation	38	55.07%
	69	

This past month has been primarily utilized to move projects from the IFB/RFP Process into the Contract Awarded phase. It is important to note that projects that are in the contract phase may take many months to complete, or are a year-long services contract. These projects will remain on the open projects list until the purchased items have been received, the construction project is complete or the contract expires.

The next month will focus on continuing to close out open projects as well as prompting department heads to initiate procurements.

Please let me know if you have any questions or need clarification on any project listed on the attached spreadsheet.

Status Update: Ongoing Procurement

As of 9.29.23

Year	#	Description	initial appropriation	Amount remaining	Follow-up Action	Status	Department	Primary Owner
2023	28	War Memorials Project	\$ 256,283.00	\$ 256,283.00	Procurement	Awaiting initiation	CEMETERY	Kelley, R.
2021	22	Hearing Room Improvements	\$ 99,254.00	\$ 99,254.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2020	20	Hearing Room Improvements	\$ 97,000.00	\$ 97,000.00	Procurement	Awaiting initiation	CHANNEL 18	Goodwin, J.
2023	44	Acquire By Donation Land At 70 Forest St	\$ 5,000.00	\$ 5,000.00	Procurement	Awaiting initiation	CONSERVATION	Usowski, A.
2022	34	Heritage Trail Boardwalk	\$ 75,000.00	\$ 75,000.00	Procurement	Awaiting initiation	CONSERVATION	Usowski, A.
2021	34	Heritage Trail Project	\$ 150,000.00	\$ 102,427.00	Procurement	Awaiting initiation	CONSERVATION	Usowski, A.
2023	16-2	Engines/Other Fire Equipped Vehicles	\$ 350,000.00	\$ 350,000.00	Procurement	Awaiting initiation	FIRE DEPARTMENT	LeBlanc, D.
2018	24	Fire Station 2	\$ 6,750,000.00	\$ 249,612.00	Procurement	Awaiting initiation	FIRE DEPARTMENT	LeBlanc, D.
2017	18	Golf Cart Barn	\$ 1,200,000.00	\$ 239,292.00	Procurement	Awaiting initiation	GOLF	Greer, R.
2017	19	Round Cove Boat Ramp	\$ 177,070.00	\$ 147,074.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2017	20	Saquatucket Harbor landside improvements	\$ 3,000,000.00	\$ 69,704.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2016	11	Facility Maintenance Fund-Harbor dredging	\$ 85,000.00	\$ 81,627.00	Procurement	Awaiting initiation	HARBOR	Rendon, J.
2023	16-6	Equipment Replacements-tasers and ballistic plates	\$ 64,115.00	\$ 64,115.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-7	Police Cruisers	\$ 183,000.00	\$ 183,000.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-8	Technology Replacements-upgrade EOC	\$ 20,000.00	\$ 20,000.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2022	18	Replacement Of Bullet Resistant Vests	\$ 49,200.00	\$ 49,200.00	Procurement	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	18	Capital Outlay - Funded By Chapter 90 Funds	\$ 700,000.00	\$ 700,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	27	CPC- Brooks Academy Preservation	\$ 640,000.00	\$ 640,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	47	Supplemental Appropriation Brooks Academy	\$ 475,000.00	\$ 475,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-1	Beautify The Villages Of Harwich	\$ 50,000.00	\$ 50,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-10	Road Maintenance/Improvements (See Art. 18)	\$ 700,000.00	\$ 700,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-12	100 Oak Street (Community Center)-bleachers and fans	\$ 145,500.00	\$ 145,500.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-14	273 Queen Anne Road (Transfer Station) generator	\$ 157,300.00	\$ 157,300.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2021	13	Ada Sidewalks Harwich Center	\$ 50,000.00	\$ 50,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	11	Harwich Center Ada Sidewalk Project	\$ 30,000.00	\$ 30,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	12	Brooks Library Sidewalk Repair	\$ 90,000.00	\$ 90,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	9	Albro House/Brooks Academy Boilers	\$ 40,000.00	\$ 21,902.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	10	Comm Center And Town Hall Carpet Replacement	\$ 130,000.00	\$ 130,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	10	Update Town's Hvac At Town Hall, Comm Center, Fire Station One, Pd	\$ 725,000.00	\$ 141,659.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2016		Route 39/Chatham Rd Intersection Project	\$ -	\$ 300,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2014	23	Brooks Library Carpet	\$ 112,000.00	\$ 4,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.

Status Update: Ongoing Procurement

As of 9.29.23

2013	31	Library Bldg Maint	\$ 25,000.00	\$ 25,000.00	Procurement	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	31	Senior Softball Fields Restroom	\$ 150,000.00	\$ 150,000.00	Procurement	Awaiting initiation	RECREATION	Beebe, E.
2023	19	Capital Outlay - Route 28 Sewer Installation	\$ 6,500,000.00	\$ 6,500,000.00	Procurement	Awaiting initiation	WASTEWATER	Pelletier, D.
2023	21	Capital Outlay - E. Harwich Ww Expansion	\$ 50,000,000.00	\$ 50,000,000.00	Procurement	Awaiting initiation	WASTEWATER	Pelletier, D.
2023	17	Capital Outlay - Funded By Retained Earnings	\$ 775,000.00	\$ 775,000.00	Procurement	Awaiting initiation	WATER	Pelletier, D.
2023	20	Capital Outlay - Rt. 28 Watermain Replace.	\$ 17,500,000.00	\$ 17,500,000.00	Procurement	Awaiting initiation	WATER	Pelletier, D.
2022	19	Stormwater EPA MS4 Compliance	\$ 100,000.00	\$ 100,000.00	Procurement	contract Awarded	ADMINISTRATION	Eldredge, M.
2021	15	MS4 Updates	\$ 200,000.00	\$ 113,884.00	Procurement	contract Awarded	ADMINISTRATION	Eldredge, M.
2022	39	Fund Land Research For Assessing Purposes	\$ 500,000.00	\$ 500,000.00	Procurement	contract Awarded	ASSESSING	Jones, C.
2023	16-4	Wixon Landing Improvements	\$ 30,000.00	\$ 30,000.00	Procurement	contract Awarded	HARBOR	Rendon, J.
2019	12	Wixon Dock Improvements	\$ 70,000.00	\$ 70,000.00	Procurement	contract Awarded	HARBOR	Rendon, J.
2023	34	CPC - Skinequit Pond Remediation	\$ 92,000.00	\$ 92,000.00	Procurement	contract Awarded	NATURAL RESOURCES	Rendon, J.*
2023	43	Dispose Surplus Property At 276 Queen Anne Rd	\$ 10,000.00	\$ 10,000.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	16-11	Vehicle Replacements-2 MSW trailers, 2 Dumps, 1 F-350	\$ 515,000.00	\$ 515,000.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	16-9	Equipment Replacements-ball field mower	\$ 75,000.00	\$ 75,000.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2021	16	Brooks Library Roof Replacement	\$ 148,500.00	\$ 148,500.00	Procurement	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	32	Brooks Park Tennis Court/Pickleball resurfacing	\$ 110,000.00	\$ 110,000.00	Procurement	contract Awarded	RECREATION	Beebe, E.
2023	33	Sand Pond Restroom Project -septic system	\$ 35,000.00	\$ 35,000.00	Procurement	contract Awarded	RECREATION	Beebe, E.
2022	20	New Voting Tabulator Equipment	\$ 7,500.00	\$ 75,000.00	Procurement	contract Awarded	TOWN CLERK	Mitchell, E.
2017	12	Cold Brook Project	\$ 2,000,000.00	\$ 1,771,653.00	Procurement	contract Awarded	WASTEWATER	Pelletier, D.
2022	31	East Harwich Union Cemetery Gravestone Preservation	\$ 118,800.00	\$ 118,800.00	Procurement	Final Step	CEMETERY	Kelley, R.
2020	18	Memorial Tree	\$ 20,000.00	\$ 19,093.14	Procurement	Final Step	CEMETERY	Kelley, R.
2018	57	Hinckley Pond Remediation/Improvements	\$ 272,726.00	\$ 70,700.00	Procurement	Final Step	CONSERVATION	Usowski, A.
2021	12	Acquire Parcel Located Off Pleasant Lake Ave, Assessors Map 82, Lot R5	\$ 170,000.00	\$ 170,000.00	Procurement	Final Step	HOUSING ADVOCACY	POWELL, B.
2018	47	70 Willow Street Clear Title And Revise Boundary Lines	\$ -	\$ -	Procurement	Final Step	HOUSING ADVOCACY	POWELL, B.
2023	13	Fund Technology Enhancements	\$ 25,000.00	\$ 25,000.00	Procurement	Final Step	LIBRARY	Hewitt, G.
2023	16-13	204 Sisson Road (Culture)	\$ 1,982,427.00	\$ 1,982,427.00	Procurement	IFB/RFP Process	CULTURAL AFFAIRS	Mewhinney, K.
2023	25	CPC- Affordable Housing Trust	\$ 500,000.00	\$ 492,940.00	Procurement	IFB/RFP Process	HOUSING ADVOCACY	POWELL, B.
2022	2	Acquire 62 Rte 28	\$ 1.00	\$ 1.00	Procurement	IFB/RFP Process	HOUSING ADVOCACY	POWELL, B.

Status Update: Ongoing Procurement

As of 9.29.23

2023	16-15	Ada Compliance Requirements	\$ 121,000.00	\$ 121,000.00	Procurement	IFB/RFP Process	PUBLIC WORKS	Hooper, L.
2023	16-16	739 Main Street (Brooks Free Library)-supplement ATM21 #18	\$ 90,000.00	\$ 90,000.00	Procurement	IFB/RFP Process	PUBLIC WORKS	Hooper, L.
2022	36	Brooks Park Pickleball/Basketball Court expansion	\$ 245,500.00	\$ 245,500.00	Procurement	IFB/RFP Process	RECREATION	Beebe, E.
2019	43	Sand Pond Restroom Project-new building	\$ 123,000.00	\$ 123,000.00	Procurement	IFB/RFP Process	RECREATION	Beebe, E.
2023	42	Acquire Easement At 129 Route 28	\$ 10,000.00	\$ 10,000.00	Procurement	IFB/RFP Process	WASTEWATER	Pelletier, D.
2022	1	Aquire Property Ww Proj	\$ 105,000.00	\$ 105,000.00	Procurement	IFB/RFP Process	WASTEWATER	Pelletier, D.
2020	31	Update Historic Property Inventory	\$ 34,500.00	\$ 34,500.00	Procurement	Square One	ADMINISTRATION	Eldredge, M.

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*
Meggan Eldredge, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Select Board

FROM: Joseph F. Powers, Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: Proposed Select Board Meeting Schedule

DATE: September 29, 2023

Below is the proposed Select Board Fall Meeting Schedule.

Monday, October 2nd – Regular Meeting

Monday, October 16th – Regular Meeting

Monday, October 30th – Working Group Session

Monday, November 6th – Regular Meeting

Monday, November 13th – Working Group Session

Monday, November 20th – Regular Meeting

Monday, December 4th – Regular Meeting

Monday, December 11th – Working Group Session

Monday, December 18th – Regular Meeting

NEW BUSINESS



September 12, 2023

Harwich Select Board
732 Main Street
Harwich, MA 02645
Attention: Danielle Freiner

Dear Harwich Select Board:

We are writing to request a waiver of sign fees for our "Rockin' Picnic in the Park" event on October 21, 2023 at Brooks Park. This will be an alcohol free, family friendly afternoon event (Noon to 4PM) for the Harwich community and surrounding towns. The event is being held by and will benefit WOMR (Outermost Community Radio) Cape Cod's non-profit, volunteer-driven radio station and will feature live bands and food trucks. Thank you for your consideration of our request.

Sincerely,

Sheila House
Board President

John Braden
Executive Director

TOWN OF HARWICH

GENERAL FEE WAIVER POLICY FOR NON-PROFIT ORGANIZATIONS

It shall be the general policy of the Town of Harwich to reduce or waive a license, permit or user fee if there exists a need that is clearly defined and documented by a non-profit organization, and such reduction or waiver is in the best interest of the Town.

Board of Selectmen

It shall be the policy of the Board of Selectmen, as the Licensing Authority for the Town of Harwich, that any applicant seeking a fee reduction or waiver will follow all application procedures in applying for any license issued by the Board.

In order to qualify for non-profit status, non-profit applicants must provide a Letter of Determination of non-profit status from the IRS.

The licensing fee, as established by the License Fee Schedule, may be reduced or waived by the Board if, in the opinion of the Board, there is a need and it determines that the service the applicant offers to the Town, and a reduction or waiver of the associated fee, is in the best interest of the Town.

The Board's waiver or reduction of a licensing fee will be determined on a case-by-case basis by written request to the Board with a minimum of 2 weeks notice to the Town Administrator's Office.

All Other Departments, Commissions or Boards

Applicants seeking a fee reduction or waiver from any Department, Commission or Board of the Town of Harwich must follow all application procedures established by such Department, Commission or Board.

In order to qualify for non-profit status, non-profit applicants must provide a Letter of Determination of non-profit status from the IRS.

The reduction or waiver of a license, permit, or user fee, as established by such Department, Commission or Board, may be granted if, in the opinion of the Commission or Board, there is a need and it determines that the service the applicant offers to the Town, and a reduction or waiver of the associated fee, is in the best interest of the Town.

Such waiver or reduction of a fee will be determined on a case-by-case basis by written request to the particular Department, Commission or Board. The Planning Board, Board of Health, Conservation Commission, Recreation and Youth Commission, Waterways Commission, Library Trustees, Facilities Committee, and Board of Water Commissioners may act to reduce or waive fees under a specific policy adopted by these Boards and Commissions that is consistent with this general fee waiver policy. All other reductions or waivers of fees must be presented for consideration to the Board of Selectmen based on the written review and comment from the appropriate Department Head.

It is further acknowledged by the Town of Harwich that there are certain licenses or permits which, while administered by the Town of Harwich, provide for some or the entire fee to go to the Commonwealth of Massachusetts and that, in such cases, the associated fees may not be waived. Furthermore, where fees for specific groups are dealt with by a General Law, a reduction or waiver of such fees may not be established which is inconsistent with such statute or statutory procedure. Electrical, gas and plumbing fees will not be waived by the Town.

Date Adopted: 8/9/10
Date Amended: 1/3/12



Commercial & Mixed Use (IBC 9th Ed.) Building Permit Fee Schedule:

All New Construction/Additions/Alterations			\$ 70.00 Non-refundable Application fee PLUS
Fees due at issuance of permit:			
+	New Commercial Buildings and Additions		\$ 0.75 per square foot
+	Alterations & Repairs		\$ 0.70 per square foot
+	Unconditioned Accessory Structures > 120 SF		\$ 0.50 per square foot
+	Chimneys	\$ 150.00 Minimum	\$ 10.00 per foot of height
+	Decks	\$ 150.00 Minimum	\$ 0.075 per square foot
+	Demolition	\$ 150.00 Minimum	\$ 0.075 per square foot
+	Door Replacement / Installation	\$ 150.00 Minimum	\$ 10.00 per opening
+	Fence > 7 foot height	\$ 150.00 Minimum	\$ 2.00 per linear foot
+	Foundations: Short Wall	\$ 150.00 Minimum	\$ 10.00 per linear foot
+	Foundations: Sonotube	\$ 150.00 Minimum	\$ 10.00 per each
+	Mechanical	\$ 150.00 Minimum	\$ 1.50 per linear foot of duct
+	Roofing Replacement/Installation	\$ 150.00 Minimum	\$ 0.075 per square foot
+	Retaining Wall	\$ 150.00 Minimum	\$ 10.00 per linear foot
+	Siding Replacement / Installation	\$ 150.00 Minimum	\$ 0.075 per square foot
+	Solar Panels	\$ 150.00 Minimum	\$ 0.075 per square foot
+	Swimming Pools	\$ 150.00 Minimum	\$ 150.00 per pool
+	Towers: cell or wind	\$ 150.00 Minimum	\$ 10.00 per foot of height
+	Window Replacement / Installation	\$ 150.00 Minimum	\$ 0.075 per square foot
+	Town of Harwich Technology Fee		\$ 5.00 per \$ 100.00 of total permit fee

Other Commercial Fees	
Signs	\$ 100.00 per sign
Site Trailer	\$ 100.00 per trailer
Tents	\$ 150.00 per tent
Re-inspection fee	\$ 75.00
Replacement of Building or Occupancy Permit	\$ 75.00
Working without a permit	\$ 200.00 plus triple the regular permit fee

Plumbing and Gas Permit Fee Schedule:

+	\$ 60.00 Application fee (includes first fixture)	+ \$ 10.00 for each additional fixtures
+	\$ 80.00 Emergency Inspection	+ \$ 50.00 per hour plus mileage
+	\$ 60.00 (per Department) Boiler or water heater replacement	+ \$ 60.00 for each added Inspection

Electrical Permit Fee Schedule:

+	\$ 130.00	Commercial: First 1,000 square feet - plus \$ 2.00 for every additional 100 square feet of floor area	
+	\$ 60.00	Service – plus \$ 10.00 per 100 amps of additional service over 200 amps	
+	\$ 60.00	Service change	
+	\$ 60.00	Per visit for alterations and additions	
+	\$ 60.00	Alarm system per inspection	
+	\$ 60.00	Temporary service	
+	\$ 60.00	Underground service trench	
+	\$ 60.00	Above ground pool	
+	\$ 110.00	In-ground pool (2 inspections)	
+	\$ 60.00	Generators	
+	\$ 80.00	Emergency Inspection	+ \$ 50.00 per hour plus mileage



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

APPLICATION FOR: Junk Dealer (\$35) **Hawkers & Peddlers (\$60)**
 Junk Collector (\$35) Transient Vendor (\$250)

Fee: \$ New application Renewal

In accordance with the provisions of the Statute relating thereto, application for the above-referenced is hereby made by:

Business Name PILGRIM LODGE AF & AM Phone

Business Address 706 MAIN STREET, HARWICH, MA 02645

Mailing Address same

Email Address

Name of Owner _____

(If corporation or partnership, list name, title and address of officers)

JEFFREY S. GOMES, MASTER ROBERT S. HEPPLE, JR, SECRETARY

Note: Application for Transient Vendors License will be processed only to those persons who hold a Transient Vendor's License issued by the Commonwealth pursuant to the General Laws, Chapter 101, Section 3. The fee for such license shall be \$250.00, which shall be paid in cash, bank, certified check or postal money order and shall accompany the application.

Signature of applicant & title Federal I.D. #

ROBERT S. HEPPLE, JR SECRETARY

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

PILGRIM LODGE AF & AM By _____
Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

DocuSigned by:
Jack Mee
Building Commissioner

DocuSigned by:
Carrie Schauer
Board of Health

DocuSigned by:
Ernie Young
Fire Department

DocuSigned by:
Kevin Conidine
Police Department

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

PILGRIM LODGE, A.F. & A.M.

Making good men better since March 4, 1859

706 Main Street
Harwich, MA 02645

(508) 432-0017

Regular Communication
First Thursday
Annual Communication
October

September 19, 2023

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

Dear Mr. Powers:

Pilgrim Lodge A.F. & A.M. is requesting a Hawkers & Peddlers Permit for the purpose of selling Christmas trees as a not for profit fundraiser to benefit the various charitable endeavors of the Lodge. We intend to sell Christmas trees at 'Bud's Go-Karts' 9 Sisson Road, Harwich Port 02646 on the weekends of November 25-26th and Dec 2-3th from 9am to 5 pm with the weekend of December 9-10th being an alternate in the case of inclement weather. Attached with the application please find a signed letter from the owner of 'Bud's Go-Karts', Mrs. Sandra Bayliss Hall, authorizing our use of the property.

Cordially,



Robert S. Heppe, Jr.
Secretary, Pilgrim Lodge



Sandra Baylis Hall
Windsong Antiques Inc
346 Route 28
Harwich Port, MA 02646
(508) 432-1797

September 15, 2023

To Whom It May Concern,

I, Sandra Baylis Hall, authorize Pilgrim Lodge A.F. & A.M. use of my property 'Bud's Go-Karts' located at 9 Sisson Road Harwich Port, MA 02646 between November 25, 2022 and December 24, 2022. For the purpose of selling Christmas Trees to the general public as a Not-For Profit fundraiser.

Additionally, Pilgrim Lodge A.F. & A.M. may use the property to post signage and store materials relevant to the sale of Christmas Trees.

Sincerely,



Sandra Baylis Hall



PILGRIM LODGE, A.F. & A.M.

Making good men better since March 4, 1859

706 Main Street
Harwich, MA 02645

(508) 432-0017

Regular Communication
First Thursday
Annual Communication
October

September 19, 2023

Ms. Danielle Freiner
Executive Assistant-Licensing
Town Administrator's Office
Town of Harwich
732 Main Street
Harwich, MA 02645

Dear Ms. Freiner,

Pilgrim Masonic Lodge A.F. & A.M. requests that the fee for a Hawkers & Peddlers Permit be waived. Pilgrim Lodge is a registered not-for-profit organization, which among other endeavors, engages in charitable activities within our community here in Harwich. Pilgrim Lodge's Federal Tax ID Number is: [REDACTED] All funds raised from this permit request will facilitate the endeavors of Pilgrim Lodge. Thank you for your consideration.

Sincerely,




Robert S. Heppe Jr.
Secretary, Pilgrim Lodge



CONTRACTS

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

Memo

To: Chair, Select Board
Via: Joseph F. Powers, Town Administrator
Kathleen Barrette, Finance Director
From: John C. Rendon, Harbormaster 
Date: September 26, 2023
Subject: Wixon Landing Renovation – Construction Contract

Recommend approval of the attached contract (enclosure 1) with T.W. Nickerson Inc. for construction services associated with the renovation of Wixon Landing located in West Harwich on the Herring River as designed by GEI Consulting Inc. As a result of a competitive general bid in accordance with MGL 30B, T.W. Nickerson Inc. was selected as the qualified low bidder. The contract cost is \$95,500, and funds are available for the project.

Enclosure (1) Contract Agreement, Wixon Landing Renovations

Copy: (1) Chairman, Waterways Committee

INVITATION FOR BIDS
TOWN OF HARWICH

Sealed Bids from qualified contractors for the Reconstruction of the Wixon Landing Site Improvements in Harwich, Massachusetts will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until **2:00 p.m.** prevailing time on Tuesday, September 12, **2023**, at which time and place said bids will be publicly opened and read aloud.

The Instructions to Bidders, Form of General Bid, Contract, Plans, Specifications, Performance and Payment Bond and other Contract Documents may be obtained from the Town of Harwich, <https://www.harwich-ma.gov/home/pages/procurement>.

The Town of Harwich reserves the right to waive any informality and to reject any or all bids if it is in the best interest of the Town of Harwich to do so.

Joseph F. Powers
Town Administrator

Bid Opening Date: 09/12/2023 02:00 PM
 Printed: 08/15/2023 11:51 AM

BID SOLICITATION

Description: Wixon Landing Site
 Improvements

Bid Number BD-23-1535-TOHAR- TADMI-88920
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	provision of all necessary labor, materials and equipment for the site work at 15 Harbor Way.	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Meggan Eldredge
 Phone#: (508) 430-7513
 Email: meldredge@town.harwich.ma.us

BUYER

General contract submission confirmation

The following General Contract submission was successfully received.

Planned date of publish is 8/16/2023

Awarding Agency

Agency Name and Address:	Town of Harwich 732 Main Street Harwich, MA 02645
Project Number:	
Estimated Cost:	80000
Contractor Qualification:	

Required for DCAMM contracts over \$150,000, Highway Division contracts over \$50,000. Add categories to the Project description below.

Contact Information

Name:	Meggan Eldredge		
Phone:	5084307509	Fax:	
Email Address:	meldredge@harwich-ma.gov Notify email address listed when final publish date assigned.		

Contract Information

Project:	Wixon Landing Site Improvements Modifications to the existing timber pier, installation of a new aluminum ramp, installation of a jersey barrier retaining wall with stone rip rap and site modifications including timber guardrail, storm water infiltration trench, paver pathway.		
Plans/Specifications Available:	Town of Harwich website https://www.harwich-ma.gov/home/pages/procurement		
Place, date and time			
General Bid Deadline*:	09/12/2023	Time	2:00 PM
Sub Bid Deadline:		Time	
Sub Bid Categories:			
Additional Information			

This page can be printed for your records.

Add Another

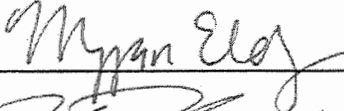
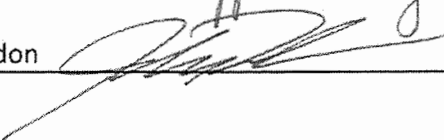
Return To Menu

Town of Harwich Bid Opening

Date, Time:	9/12/2023
Title:	Wixon Landing Improvement

Bidder (in order of Bid Opening)	bid amount	other
T.W. Nickerson, Inc.	\$ 95,500	ALT 1 2,500 ALT 2 3,500
ACK Marine & Gen. Cont.	\$ 106,400	ALT 1 6,600 ALT 2 3,500
Dig It Construction	\$ 145,000	ALT 1 10,000 ALT 2 7,500
Speakman Excavating	\$ 137,500	ALT 1 8,800 ALT 2 14,600

Commencement	2:00 PM
Completion	11/06

	Name	Signature	Date
Bid Opener	Meggan Eldredge		9-12-23
Witness	John Rendon		

FORM OF GENERAL BID

Bid of T.W. Nickerson Inc. (hereinafter called "Bidder")*

- (X) a corporation, organized and existing under the laws of the state of MA
- () a partnership
- () a joint venture
- () an individual
doing business as _____

To the Town of Harwich, Massachusetts (hereinafter called "Owner").

Gentlemen:

A)The undersigned Bidder, in compliance with your invitation for bids for the project known as WIXON LANDING SITE IMPROVEMENTS, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project by **February 29, 2024.** The Bidder further agrees to pay as liquidated damages the sum of Eight Hundred and Fifty (\$850) Dollars for each consecutive calendar day thereafter that the work is not complete.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person.

BY:  09/11/2023
Signature Date
Peter Hopple Owner
Type or Print Name Title

T.W. Nickerson Inc.
Business Name
160 Mill Hill Rd. South Chatham, MA 02646
Business Address City State Zip Code

508.246.5432

Business Phone

Business Fax.

peterhopple@yahoo.com

Email Address

Seal (If by Corporation):

Bidder acknowledges receipt of the following addenda:

No. 01 Dated: 09/06/2023

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following contract price:

Wixon Landing Site Improvements:

\$ 95,500

Ninety Five Thousand and Five Hundred dollars

and Zero cents

Estimated Time of Completion (weather permitting) 21 Days

Substantial completion must be by February 29, 2024

All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The above price shall include all labor, materials, permitting, overhead, profit, insurance, etc to

cover the finished work.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including the General Laws Chapter 30, Section 39M, and Chapter 149 as amended.

The contract will be awarded to the lowest responsible and eligible bidder who has demonstrated experience with this type of historic timber restoration.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid the Bidder will execute the formal Contract of Agreement with the Owner.

Bid security is attached in the sum of five percent (5%) of the total bid. The bid security may become the property of the Owner in the event that the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and payment bond both in an amount equal to one hundred (100%) of the contract price.

UNIT PRICE BID FORM

Item No.	Payment Clause No.	Est. Qty.	Item of Work and Unit Price Written in Words	Unit Price in figures		Total Amount in figures	
				Dollars	Cents	Dollars	Cents
1	02 10 00-1	1 LS	Mobilization at <u>Five Thousand Dollars</u> Dollars and Cents/	5,000	0	5,000	0
2	02 10 00-2	1 LS	Site Preparation at <u>Twenty Thousand Dollars</u> Dollars and Cents/	20,000	0	20,000	0
3	03 31 30-1	1 LS	Precast Concrete Wall at <u>Twenty Two Thousand Dollars</u> Dollars and Cents/	22,000	0	22,000	0
4	06 13 00-1	1 LS	Timber Guardrail at <u>Ten Thousand Dollars</u> Dollars and Cents/	10,000	0	10,000	0
5	31 00 00-1	1 LS	Pervious Paver Walkway at <u>Seven Thousand Five Hundred Dollars</u> Dollars and Cents/	7,500	0	7,500	0
6	35 51 20-1	1 LS	Aluminum Ramp at <u>Twenty Five Thousand Dollars</u> Dollars and Cents/	25,000	0	25,000	0
TOTAL BID PRICE:						89,500	0

TOTAL BASE BID PRICE WRITTEN IN WORDS:

Eighty Nine Thousand and Five Hundred DOLLARS

Zero CENTS

**ADD ALTERNATE NO 1
UNIT PRICE BID FORM**

Item No.	Payment Clause No.	Est. Qty.	Item of Work and Unit Price Written in Words	Unit Price in figures		Total Amount in figures	
				Dollars	Cents	Dollars	Cents
1	02000-01	1 LS	Timber Guardrail Add Alt No 1 <i>Two Thousand Five Hundred Dollars</i> at _____ Dollars and Cents/	2,500	0	2,500	0

TOTAL ADD ALTERNATE NO 1 PRICE WRITTEN IN WORDS:

Two Thousand and Five Hundred DOLLARS
Zero CENTS

**ADD ALTERNATE NO 2
UNIT PRICE BID FORM**

Item No.	Payment Clause No.	Est. Qty.	Item of Work and Unit Price Written in Words	Unit Price in figures		Total Amount in figures	
				Dollars	Cents	Dollars	Cents
1	02000-01	1 LS	Stormwater Infiltration Trench <i>Three Thousand Five Hundred Dollars</i> at _____ Dollars and Cents/	3,500	0	3,500	0

TOTAL ADD ALTERNATE NO 1 PRICE WRITTEN IN WORDS:

Three Thousand and Five Hundred DOLLARS
Zero CENTS

TOTAL BID PRICE WRITTEN IN WORDS:

Ninety Five Thousand and Five Hundred DOLLARS
Zero CENTS

SIMILAR PROJECT EXPERIENCE
Minimum of Three Required

1. Project Name: Handler Auto Salvage Wetland Restoration Project
Location: Harwich Port, MA
Contract Value Awarded: \$159,000 Final Contract Cost: \$159,000
Specified Completion Date: 01/2022 Actual Completion Date: 01/11/2022
Contact Person: Jeffery Lang Phone: 814. 573. 2572

2. Project Name: Herring River Fish House
Location: Harwich, MA
Contract Value Awarded: Material + Labor Final Contract Cost: \$250,000
Specified Completion Date: 06/207 Actual Completion Date: 06/2017
Contact Person: Fran Zarette Phone: 774. 275. 0414

3. Project Name: Chatham Bars Inn Dredging
Location: Chatham, MA
Contract Value Awarded: \$188,980 Final Contract Cost: \$188,980
Specified Completion Date: 7/2020 Actual Completion Date: 7/15/2020
Contact Person: Jason Beaves- Barnstable County Dredge Capt. Phone: 774.994.2190

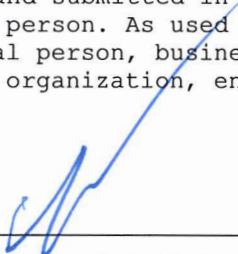
OPTIONAL:

4. Project Name: Town of Chatham Moorings & Mats
Location: Chatham, MA
Contract Value Awarded: \$20,342 Final Contract Cost: \$20,342
Specified Completion Date: 05/2023 Actual Completion Date: 05/15/2023
Contact Person: Stewart Smith - Chatham Harbor Master Phone: 508.326.0849

5. Project Name: _____
Location: _____
Contract Value Awarded: _____ Final Contract Cost: _____
Specified Completion Date: _____ Actual Completion Date: _____
Contact Person: _____ Phone: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid 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 signing bid or proposal)

TW Nickerson Inc.

(Name of Company)

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal
Identification Number

04-2307818

Signature of individual
signing bid or proposal



CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this day of October in the year Two Thousand and Twenty Three, between T.W. Nickerson Inc. with a usual place of business at 160 Mill Hill Road, South Chatham, MA 02659, hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Select Board, with a usual place of business at 732 Street, Harwich, MA, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the Wixon Landing Site Improvements Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of \$95,500.00. This price includes the base bid and add alternate 1 and add alternate 2.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before February 29, 2024.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be \$850.00 per day.

4. Performance of the Work

- A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.
- B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.
- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall

at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
- (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified

all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

- H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.
- I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.
- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There is a project architect-engineer for this project who is GEI Consultants, Inc. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

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.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have Thirty (30) days to make payment for:

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of

the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The Owner may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, and such changes and any requirements for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided further, that the Owner may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in acceptable form or which contains computations not arithmetically correct, and in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor.

- (2) Materials entering permanently into the work.
- (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
- (4) Power and consumable supplies for the operation of power equipment.
- (5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §390 in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

- Invitation to Bid
- Instructions to Bidders
- This Contract Form
- Bid Form
- Performance Bond
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance

General Conditions
Supplementary General Conditions
General Requirements
Specifications and Addenda
Contract Drawings
Schedule of Prevailing Wages
(Strike out any inapplicable item)

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- .7 claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, 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.

16. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.
- B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

- A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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:

by its Select Board Over \$75,000

Peter Hopple

62DAF19774134F1...

Peter Hopple Agent

Printed Name and Title

Approved as to Availability of Funds:

DocuSigned by:

Megan Green

(\$ 95,500.00)

Finance Director

(Contract Sum)

by its Town Administrator Up to \$75,000

Account/PO# 01633A2/619012
\$70,000.00
016338/623164
25,500.00

Town Administrator

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified _____ (Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the

(Name of Corporation)

Directors of said Company, duly called and held on _____, at which

(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____ (Secretary of Corporation)

A True Copy:

Attest: _____ (Notary Public)

My Commission Expires: _____ (Date)

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: 0163372/619012 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.

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

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

Signature of Town Administrator or Assistant Town Administrator: 



Bid Bond

CONTRACTOR:

(Name, legal status and address)

T.W. Nickerson Inc.
160 Mill Hill Rd
South Chatham, MA 02659

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Town of Harwich
732 Main Street
Harwich, MA 02645

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5%

Five Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Wixon Landing Site Improvements, 15 Harborway, Harwich

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of September, 2023.



(Witness)

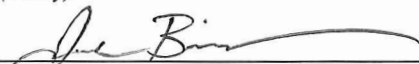
T.W. Nickerson Inc.
160 Mill Hill Rd

(Contractor as Principal) (Seal)



(Witness)

(Title) Peter V. Hopple, President
The Ohio Casualty Insurance Company

(Surety)


(Title) Jesse Bingaman, Attorney-In-Fact



Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in **AIA Document A310-2010 Edition Bid Bond**.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209497-012089

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Robinson, Gwen Vosburgh, Jesse Bingaman, Patricia M. Tome

all of the city of Kingston state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of February, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of September, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 for Title Research with Paul S. Kapinos & Associates, Inc.

Date: September 29, 2023

This memo corresponds to *Agenda Item VIII, B. Approve a contract with Paul S. Kapinos & Associates, Inc. for Tax Title research in the amount of \$93,600.00*

Article 39 of the 2022 Annual Town Meeting authorized funding for Assessing purposes. Specifically, funding has been appropriated to conduct title research to identify owners of parcels of land currently labeled as “owners unknown” or miscellaneous.

Due to the overall cost of a contract with a consultant to perform this work, a Request for Proposals was required under MGL Ch 30b. The advertisement for the request for proposals was posted in the Cape Cod Chronicle, the Central Register and the Town of Harwich website. Proposals were due September 19, 2023 and one proposal was submitted. The proposal was evaluated and determined to be responsive and responsible. The price proposal is within the appropriated amount of funding, utilizing an hourly rate with a maximum contract amount of \$93,600 for a one year period. The option to extend the contract for up to two additional years is within the contract language and could be exercised if mutually agreed upon.

The contract includes a requirement for monthly progress update to the Assessing Director. I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Carlene Jones DEPARTMENT: Assessing

FUNDING SOURCE: ATM 22 Article 39

Appropriated amount: \$500,000.00 Estimated cost: \$50,000 Actual cost: _____

PROCUREMENT METHOD:

Best Business Practices

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 PK for Title Research project

RFP will be issued to obtain a consultant to provide tax title research in accordance with Article 39 of ATM 2022.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

01122A2 622039

Funds Available: Finance Director: _____

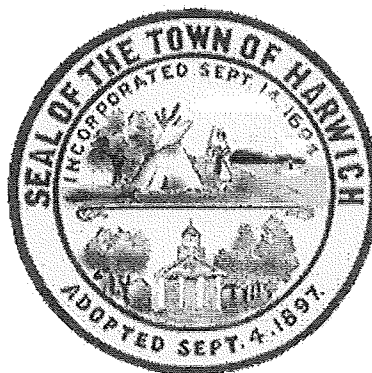
DocuSigned by:
Kathleen Barrette
83B11569769A4FD...

Account # _____

Approved to proceed: Town Administrator or Designee: _____

DocuSigned by:
Joseph E. Powers
0623C0C5799644E...

TOWN OF HARWICH



Request for Proposals

**Land Research of Parcels Identified as Owners Unknown or
Miscellaneous**

HARWICH, MA

PROPOSALS DUE:

Tuesday, September 19, 2023

*Late proposals will be rejected

REQUEST FOR PROPOSALS

Land Research of Parcels Identified as Owners Unknown or Miscellaneous

The Town of Harwich is seeking proposals to conduct research and determine record owners for parcels identified as miscellaneous or owners unknown in the assessing database. Qualified persons or businesses are requested to submit proposals to the Town Administrator, 732 Main Street, Harwich, MA 02645 no later than 2:00 pm, Tuesday, September 19, 2023. The Town of Harwich reserves the right to reject any or all proposals or to cancel this Request for Proposals if it is in the Town's best interest to do so.

The Town has determined that this contract is subject to the Uniform Procurement Act, G.L. c. 30B. Therefore, the provisions of G.L. c.30B are hereby incorporated by reference as this Request for Proposals.

I. Purchase Description

The Town of Harwich has approximately one hundred and twenty five properties assessed as Owners Unknown or miscellaneous. Proposals are requested from qualified firms or individuals to perform research to identify owners of these parcels for the purpose of assessing taxes or identifying land for taking by the Town. A one year contract with the option for a one year extension is desired. Use of office space within the Assessor's Department is available to the vendor. Monthly status updates to the Director of Assessing are required to monitor progress.

II. Proposal Submission Requirements

General Laws, chapter 30B, section 6 requires the Submission of separate "Price" and "Non-Price" proposals.

(a) Price Proposal

A complete price proposal should contain an amount for the completion of the scope of services, using the enclosed "Price Proposal" form.

(b) Non-Price Proposal

A non-price proposal must be submitted in duplicate. Applicants must provide a detailed written description of their experience in this service along with at least three references from prior working relationships. A minimum of five years experience is required. A detailed description of methods to complete the service and a proposed timeframe must be included in the non-price proposal. Applicant must indicate what, if any, experience they have with assessing software, mapping software and records research. Applicant must be familiar with the Registry of Deeds and Probate to determine the last owner of record, must be able to determine the boundaries of real estate parcels and provide detailed chain of title to property.

(c) Submission Procedures

Sealed "price" and "non-price" proposals must be submitted in marked separate envelopes, and placed in a larger envelope marked on the outside: Land Research Proposal. Questions may be referred to Carly Jones, Director of Assessing at 508-430-7503. Proposals must be submitted no later than 2:00 pm, on September 19, 2023, at 732 Main Street, Harwich, MA 02645. The time for acceptance may be extended by mutual agreement of the Town and the party submitting the successful proposal.

III. Evaluation of Proposals

(a) Non-Price (Technical) Proposal

1. Minimum Evaluation Criteria

Each non-price (technical) proposal shall first be reviewed to ascertain whether or not the following Minimum Evaluation Criteria have been met:

1. Completed Proposal Form
2. Certificate of Tax Compliance
3. Certificate of Non-Collusion

Proposals not meeting all of the above Minimum Evaluation Criteria shall be summarily rejected.

2. Comparative Evaluation Criteria

Each non-price (technical) proposal meeting the Minimum Evaluation Criteria shall be rated according to the following comparative Evaluation Criteria:

1. **Experience**

Proposer that have performed similar work for more than five years will be deemed highly advantageous.

Proposers that have performed similar work for three to five years will be deemed advantageous.

Proposers that have performed similar work for less than three years will be deemed not advantageous.

2. **Qualifications**

Proposers that have utilized software currently used by the Assessing Department (MUNIS, PK) will be deemed highly advantageous.

Proposers that have utilized software not currently used by the Assessing Department will be deemed advantageous.

Proposers that have not utilized any software to conduct similar work will be deemed not advantageous.

3. **Approach to the Work**

Proposers that provide a clear, accurate and attainable description of how the project will be conducted will be deemed highly advantageous.

Proposers that provide an abbreviated description of how the project will be conducted will be deemed advantageous.

Proposers that do not provide a description of how the project will be deemed not advantageous.

(b) Price Proposal

Methodology for Determining the Best Price

The "best price" shall be the lowest price proposal taking into consideration number of hours dedicated to service over a one year period.

(c) Most Advantageous Proposal

Following the separate evaluation of the Non-Price proposals, the Chief Procurement Officer or designee shall determine which proposal is most advantageous, and award the contract accordingly. The contract shall be subject to execution by the Town Administrator or Select Board.

IV. Contracts and Terms Conditions

This contract shall be subject to cancellation by the town pursuant to G.L. c.30B, §12(d) when funds are not appropriated or otherwise made available to support the continuation of the Town's performance in subsequent fiscal years.

(b) Please also note that G.L. c.30B, §12(b) prohibits the solicitation or award of a contract for a term exceeding three years, including any renewal, extension or option, unless Town Meeting has approved of a longer term by a majority vote.

V. Additional Submission Requirements

[(a) Persons submitting proposals are required by G.L. c.30B, §10 to submit the following non-collusion certification at the time the proposal is submitted. This certification should take the following form:

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

(b) Under the provisions of G.L. c.62C, §49A, all persons or companies submitting proposals are required to certify their compliance with the tax laws of the Commonwealth. Therefore, you should include a requirement that each party submitting a proposal submit a tax compliance certificate with their proposal. The certificate should take the following form:

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

TOWN OF HARWICH
REQUEST FOR PROPOSALS
LAND RESEARCH FOR OWNERS UNKNOWN PARCELS

The Town of Harwich is soliciting proposals from qualified firms or individuals to conduct research to assist in the identification of land parcels identified as miscellaneous or owners unknown. Sealed proposals will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until **2:00 P.M., September 19, 2023** at which time all proposals will be publicly opened and read. proposals received after this time will be rejected. Delivery of the proposals will be at the bidder's expense. All proposals must be submitted in one sealed envelope clearly marked: "Land Research Proposal".

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 Request for Proposals are to be directed to Carly Jones, Assessor at cjones@harwich-ma.gov by 4:00 P.M. on September 11, 2023.

The Town of Harwich reserves the right to reject any and all proposals if it determines that such bid does not represent the best interest of the Town. The Select Board reserves the right to waive any informalities. 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

Cape Cod Chronicle: August 24, 2023
Goods and Services Bulletin: August 28, 2023
COMMBUYS: August 24, 2023
Town Hall and website: August 24, 2023

Town of Harwich Bid Opening

Date, Time:	9.19.2023, 2:00 PM
Title:	Title Research

Bidder (in order of Bid Opening)	bid amount	other <i>Non-price</i>
<i>Paul S. Kapinos</i>	<i>100/hr - 18hr/wk</i>	<i>✓</i>
<i>/</i>	<i>1 yr contract =</i>	
	<i>\$93,600</i>	

Commencement	2:00 PM
Completion	

	Name	Signature	Date
Bid Opener	Meggan Eldredge	<i>Meggan Eldredge</i>	<i>9-19-23</i>
Witness	Carlene Jones	<i>Carlene Jones</i>	<i>9-19-2023</i>

Receipt

**LAND RESEARCH PROPOSALS
Town of Harwich, Massachusetts,**

From:

Paul S. Kapinos & Associates, Inc.

To:

Harwich Town Administrator
732 Main St.
Harwich, Massachusetts 02645



Received by: Carol Campos

Date: 9/19/2023

Time: 9:39 am

AGREEMENT WITH 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 Paul S. Kapinos & Associates, Inc. d/b/a pk Valuation Group with an address of 29 College Street, South Hadley, MA 01075 hereinafter referred to as "Contractor", effective as of the 2nd day of October, 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 Title research including the scope of services set forth in the Request for Proposals and technical proposal dated September 18, 2023 from pk Valuation Group. Monthly progress reports are required to be submitted to the Assessing Director outlining work performed during the prior thirty (30) days.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing October 3, 2023 through October 2, 2024. This contract may be extended an additional year if mutually agreed upon by both parties.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$100.00 per hour with contract total not-to-exceed amount of \$93,600. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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.

ARTICLE 16: WORK PRODUCTS:

Any data, studies, plans, maps, surveys or any other work products generated in connection with this contract shall be owned by the Town of Harwich.

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

CONTRACTOR

TOWN OF HARWICH

By

by its Select Board

DocuSigned by:

Paul Kapinos

76E08E605CF84C2...

Paul Kapinos President

Printed Name and Title

Approved as to Availability of Funds:

DocuSigned by:

Megan Green

(\$ 93,600.00)

Finance Director

Contract Sum

01122A2-622039



Paul S. Kapinos & Associates, Inc.

2 Tupper Road Ste-1, Sandwich MA 02563 • Tel.413.218.7034

September 18, 2023

Joseph F. Powers, Town Administrator
732 Main Street
Harwich, Massachusetts 02645

RE: RFP for Land Research

Dear Mr. Powers:

Pursuant to your Request for Proposals, the following is a Proposal for Land Research of Parcels Identified as Owner's unknown or Miscellaneous in the Town of Harwich. The costs are enclosed in the sealed envelope (Price Proposal). This offer is in effect for 60 days.

In response to the evaluation criteria attached please find a copy of my credentials and those of Gail McAleer who will be the person performing the work. Also attached is our municipal client list and reference list. Paul S. Kapinos & Associates, Inc. dba/ pk Valuation Group was established in 1983 with Offices in South Hadley and Sandwich, Massachusetts.

Along with our expertise in Computer Assisted Mass Appraisal and assessing software development, we have decades of experience in the practices of assessing including the services listed in the RFP and outlined herein.

Scope of Services: Land Research of Parcels Identified as Owners Unknown or Miscellaneous

1. Perform a complete inventory of all partial title research previously done and notate those parcels on a large scale printed Assessing map.
2. Leverage the title work partially done previously to prioritize parcels that have been identified as parcels of interest for municipal purposes by town boards and committees.
3. Complete as many of the partial title research projects as possible, determining the last legal owner of record.
4. Assist with the creation of the new parcels in the pk Valuation software, with all land and other associated valuation factors.
5. Assist with issuing Revised and Omitted tax bills if applicable.
6. Coordinate with the Town Surveyor or other outside professional as necessary, to determine parcel boundaries when a plan does not exist, and the parcel was subdivided by deed only.
7. Request a survey if parcel boundaries cannot be determined by other means.
8. Work with local landowners who have historical knowledge of previous owners, and in some cases, copies of unrecorded plans and deeds. Verify all information obtained.
9. After finalizing the determination of record ownership of the above referenced parcels, utilize the information from abutting parcels to begin researching the title on the remaining parcels.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'P. Kapinos', written over a horizontal line.

Paul S. Kapinos, President
pk@pkvaluationgroup.com

Qualifications

Paul S. Kapinos

Appraisal/Assessment Experience: 40 Years

EDUCATION

University of Massachusetts, Amherst, Ma. B.A., May 1979

Major: Political Science with a concentration on Survey Research
Methods and Quantitative Computer Analysis including Graduate Level Study in Empirical
Research and Quantitative Analysis.

Greater Springfield Board of Realtors, Springfield, Ma.
License Exam Preparatory Course.
March - April 1981

Commonwealth of Massachusetts Real Estate Salesman's License
License # 37358, July 1981

Massachusetts Board of Real Estate Appraisers, Appraisal 1
Western New England College, Springfield, Ma.
September - December 1981

Massachusetts Board of Real Estate Appraisers, Appraisal 1A
Bentley College, Waltham, Ma.
January - May 1985

Massachusetts Board of Real Estate Appraisers, Appraisal 2
Bentley College, Waltham, Ma.
September - December 1984

Boston Architectural Center, School of Architecture, Boston, Ma.
Completed three Professional Degree Program Courses in Design, History
and Theory.
January - December 1983

Member of the International Association of Assessing Officers
I.A.A.O. 8/87

Member of I.A.A.O. CAMA Section, 12/90

Member of I.A.A.O. Massachusetts Chapter, 11/92

EXPERIENCE

RESEARCH ASSISTANT: Intern to the Economic Development Specialist for the Massachusetts Cooperative Extension Service. Duties included research and analysis of data related to Community Based Economic Development Program Planning and Evaluation.
January - June 1980

HOUSING SURVEY SPECIALIST: Management Research Center, University of Massachusetts Graduate School of Business Administration. National Research Project; an Analysis of HUD Section 8 Payment Assistance Programs. Duties included sampling and data collection (Housing Inspections) of sites in the Eastern and Central United States.
June - October 1980

APPRAISAL TRAINEE: J.M. Cleminshaw Co., Cleveland, Ohio. Responsible for data collection and pricing of Residential, Commercial, Industrial, and Agricultural Properties in the Town of Ludlow, Massachusetts.
December 1980 - June 1981

FIELD APPRAISER: J. M. Cleminshaw Co., Cleveland, Ohio. Responsible for training of Listers, data collection, and pricing of Commercial Properties in the Town of Ludlow, Massachusetts.
June - October 1981

SURVEY COORDINATOR/ANALYST: J.M. Cleminshaw Co., Cleveland, Ohio. Responsible for a random sample, field survey, data analysis, and report presentation of a State mandated study to determine the quality of Revaluation Data and Methodology in the City of Malden, Massachusetts.
October 1981 - January 1982

PROJECT MANAGER: J.M. Cleminshaw Co. Cleveland, Ohio. Complete Responsibility for the Revaluation of all Real and Personal Property in the City of Malden, Massachusetts. Project completed and approved on schedule and under budget.
January 1982 - June 1983.

REGIONAL E.D.P. FIELD SUPERVISOR: J.M. Cleminshaw Co. Cleveland, Ohio. In addition to Project Managers duties; responsible for the Regional Data Processing facility at Pembroke, Massachusetts and the Data Processing activities for six Revaluation Projects.
September 1982 - June 1983

ASSESSOR/APPRAISER: City of Malden, Massachusetts. Independent Contractor to the Board of Assessors; responsible for Administrative and Appraisal functions including, but not limited to: Statutory exemption processing and review; Appellate Tax Board case preparation and testimony; and a complete Valuation Update. July 1983- June 1984

REAL ESTATE APPRAISER AND CONSULTANT: Self Employed,
July 1983 - Present.

FEE APPRAISAL

Various Form Appraisals, Letters of Opinion, and Narrative Reports
of Residential and Commercial Property in Metropolitan Boston, the
North Shore Area, Western Massachusetts

CONTRACTS

COLE-LAYER-TRUMBLE COMPANY, Dayton, Ohio: Hired as a Sub-Contractor
to complete all Data Processing activities for J.M. Cleminshaw Co., a
Division of Cole-Layer-Trumble. Responsible for Data Entry, Data
Processing, and Management and Appraisal Consulting services for the
Revaluation Projects of Sandwich, Mashpee, Woburn, and Lynn,
Massachusetts.
November 1983 - March 1985

SHAWMUT ARLINGTON TRUST COMPANY, Lawrence, Massachusetts:
Consultant to the Bank's Municipal Services Division. Services include Assisting the
Bank's Programming Staff in developing and enhancing the Bank's
Appraisal Software Package, assisting the Bank in Marketing the System,
and providing Customer Support to the Bank's Clients.
August 1985 - September 1990

Gail McAleer

- Twenty years of extensive title research experience.
- Experience and knowledge of MA statutes regarding tax billing and assessments.
- Deputy Assessor for Town of Eastham for 14 years.
- Chief Assessor for Town of Webster for six years.
- Twenty-five years of municipal, business, and financial management experience.
- Forty years of extensive computer usage.
- Thirty years of supervisory experience.
- Excellent customer/public relations skills.

2015 – Present pk Valuation Group,

- pk Assessing Software Training and Client Consulting
- Serve as Interim Assessor as needed in Truro, Chatham, Carver, and Harwich
- Train Assessors and their staff and provide customer support as required.
- Prepare courseware and training materials for pk Valuation Assessing application.

2001 – 2015 Town of Eastham, Deputy Assessor,

- Supervise triennial revaluations and interim year updates of 6,500 parcels.
- Represent town at Appellate Tax Board for residential cases.
- Prepare Recap Sheet and present at Classification Hearings to aid in setting tax rate.
- Prepare department budget and present to Town Administrator.
- Responsible for proper functioning of Assessors office.
- Secure state funding and administered the digital conversion of tax maps to GIS.
- After maps were digitized, determined ownership of over 200 parcels with no owner.

1996 – 1997 pk Valuation Group

- Revaluation Software Support and Marketing Consultant
- Accompany sales staff during presentations to demonstrate program.
- Prepare training materials for application.
- Train Assessors and their staff and provide customer support as required.

1990 – 1996 Town of Webster MA, Chief Assessor and member of Board of Assessors

- Supervised 10-year full measure & list and triennial revaluations of 6,500 parcels.
- Assessing office responsible for determining record owner of all parcels for billing.
- Prepare Recap Sheet and present at Classification Hearings to aid in setting tax rate.
- Prepare the department budget and present it to the Finance Committee.
- Responsible for proper functioning of Assessors office.

1990 – 2015 MAAO, Assessment Administration, Worcester, MA MAA, Massachusetts Accredited Assessor

- Past Member of Town of Barnstable Board of Assessors.
- Past Secretary and President of Barnstable County Assessors Assoc.
- Past Co-Chairman of MA Assessors Association Technology Committee.
- Maintained web site for MA Assessors Association. – www.maa.org

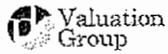
1974 – 1976 University of South Florida
1972 – 1974 St. Petersburg Jr. College

Tampa, FL
St. Petersburg, FL



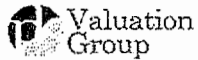
Re-Certification and Consulting Contracts

Community	Re-Certification Projects	Count	Interim Year (Fiscal) Services	Count	Contact Person	Telephone	Email
Current Customers							
Bourne	1991,2000,2009,2012,2015,2018,2023	7	2010,2011,2013,2014,2016,2017,2019,2020,2021,2022	10	Rui Pierra	508.759.0600 x328	rpereira@townofbourne.com
Brewster	1995,2007,2010,2014,2017,2022	6	1994,1996,2005,2006,2008,2009,2012,2013,2015,2016,2018,2019,2020,2021,2023	15	Jim Gallager	508.896.3701 x123	assessor@brewster-ma.gov
Bridgewater	2009,2013,2016,2019	4	2007,2008,2010,2011,2012,2014,2015,2017,2018,2020,2021,2022,2023	13	Shelley McCauley	508.697.0928	smccauley@bridgewaterma.org
Canton	2007,2010,2014,2017,2021	5	2015,2016,2017,2018,2019,2020,2022,2023	8	Carolyn Floyd	781.821.5008	cfloyd@town.canton.ma.us
Carver	2006,2009,2012,2015,2020	5	2005,2013,2014,2017,2018,2019,2021,2022,2023	9	Ellen Blanchard	508.866.3410	ellen.blanchard@carverma.org
Chatham	2013,2016,2021	3	2014,2015,2017,2018,2019,2020,2022, 2023	8	Dale Kelley	508.945.5196	akelley@chatham-ma.gov
Chesterfield	1992,1995,1998,2001,2004,2007,2010,2013,2016,2019	10	1993,1994,1996,1997,1999,2000,2002,2003,2005,2006,2008,2009,2011,2012,2014,2015,2017,2018,2020, 2021, 2022,2023	22	Ed Severance	413.296.4010	eseverance@tfc-nes.com
Chilmark	2015,2018,2023	3	2019,2020,2021,2022	4	Pam Bunker	508.645.2102	assessor@chilmarkma.gov
Dennis	1987,1990,1993,1996,1999,2002,2005,2008,2011,2014,2017,2021	12	1986,1989,1991,1992,1994,1995,1997,1998,2000,2001,2003,2004,2006,2007,2009,2010,2012,2013,2018,2019,2020,2022	22	John Robertson	508.760.6142	jrobertson@town.dennis.ma.us
East Bridgewater	2007,2010,2013,2016,2021	5	2014,2015,2017,2018,2019,2020,2022,2023	8	Paula Wolfe	508.378.1609	pwolfe@eastbridgewaterma.gov
Eastham	2004,2007,2010,2014,2017,2021	6	2002,2003,2005,2006,2008,2009,2011,2012,2013,2015,2016,2018,2019,2020,2022,2023	16	Colleen Mercurio	508.240.5900 x212	cmercurio@eastham-ma.gov
Freetown	2009,2012,2015,2018,2023	5	2008,2010,2011,2013,2014,2016,2017,2019,2020,2021,2022	11	Mike McCue	508.644.2201	assessors@freetownma.gov
Granville	2013,2016,2021	3	2014,2015,2017,2018,2019,2020,2022,2023	8	Leon Ripley	413.357.8585 x2	leonripley@icloud.com
Hanson	2007,2010,2014,2017,2022	5	2015,2016,2018,2019,2020,2021,2023	7	Debbie Dean	781.293.5960	debbie.dean@halifax-ma.org
Halifax	2011,2014,2017,2022	4	2018,2019,2020,2021	4	Lee Gamache	781.293.5259, x109	lgamache@hanson-ma.gov
Harwich	2000,2004,2007,2010,2013,2016,2021	7	2002,2003,2005,2006,2008,2009,2011,2012,2014,2015,2017,2018, 2019,2020,2022,2023	16	Carly Jones	508.430.7519	cjones@town.harwich.ma.us
Lenox	1993,1996,1999,2002,2005,2008,2011,2015,2018,2023	10	1991,1992,1994,1995,1997,1998,2000,2001,2003,2004,2006,2007,2009,2010,2012,2013,2014,2016,2017,2019,2020,2021,2022	23	Heather Durant	413.637.5502	lenoxassessors@townoflenox.com
Ludlow	1987,1990,1993,1996,1999,2002,2005,2008, 2011,2015,2018,2023	12	1988,1989,1991,1992,1994,1995,1997,1998,2000,2001,2003,2004,2006,2007,2009,2010,2012,2013, 2014,2016,2017,2019,2020,2021,2022	25	Joe Alves	413.583.5608 x1221	jalves@ludlow.ma.us
Mashpee	2002,2005,2008,2011,2015,2018,2023	7	2006,2007,2009,2010,2012,2013,2014,2016,2017,2019,2020,2021,2022	13	Joe Gibbons	508.539.1400 x8532	jgibbons@mashpeema.gov
Mendon	1990,1993,1996,1999,2002,2005,2008,2011,2014,2017,2022	11	1989,1991,1992,1994,1995,1997,1998,2000,2001,2003,2004,2006,2007,2009,2010,2012, 2013,2015,2016,2018, 2019, 2020,2021,2023	24	Jean Berthold	508.473.2738	jberthold@mendonma.gov
New Marlborough	2004,2007,2010,2014,2017,2022	6	2005, 2006,2008,2009,2012,2013,2015,2016,2018, 2019,2020,2021	12	Rebecca Wagner	413.229.8926	RWagner@newmarlboroughma.gov
Norton	2009,2013,2016,2020	4	2010,2011,2012,2014,2015,2017,2018,2019,2021,2022	10	Denise Ellis	508.285.0270	dellis@nortonma.us
Oak Bluffs	2015,2018,2023	3	2016,2017, 2019,2020,2021,2022	6	Kristina West	508.693.3554 x104	assessor@oakbluffsma.gov
Orleans	1993,1996,1999,2002,2005,2008,2011,2014,2017,2022	10	1994,1995,1997,1998,2000,2003, 2004,2006,2007,2009,2010, 2012,2013,2015,2016,2018, 2019,2020,2021,2023	19	Brad Hinote	508.240.3700 x330	bhinote@town.orleans.ma.us
Plympton	2011,2022	2	2009,2010,2012,2013,2021,2023	6	Wendy Jones	781.585.3227	assessor@plymptontown.org
Provincetown	2000,2003,2006,2009,2013,2016,2021	7	2005,2007,2009,2010,2011,2012,2014,2015,2017,2018,2019,2020,2022,2023	14	Scott Fahle	508.487.7017	sfahle@provincetown-ma.gov
Rockland	2009,2012,2016,2019	4	2007,2008,2010,2011,2013,2014,2015,2017,2018,2020,2021,2022,2023	13	Rachael Carlisle	781.871.0137 x160	rcarlisle@rockland-ma.gov
Rochester	2023	1			Karen Trudeau	508.763.3871 x125	krtrudeau@townofrochester.com
Sandwich		0	2022,2023		Ben Styche	505.888.0157	bstyche@sandwichmass.org
Scituate	2009,2012,2015,2019	4	2007,2008,2010,2020,2021,2022,2023	7	Joe Divito	617.545.6700	jdivito@scituatema.gov
Truro	1996,1999,2002,2005,2008,2011,2014,2017,2022	9	1997,1998,2000,2001,2003,2004,2006,2007,2009,2010, 2012,2013,2015,2016,2018,2019,2020,2021,2023	19	Jon Nahas	508.349.7004 x16	jnahas@truro-ma.gov
Tyringham	2005, 2008,2011,2015,2018,2023	6	2006,2007,2009,2010,2012,2013,2014, 2016,2017,2019,2020,2021	12	Laura Lee Bertram	413.243.1749 x102	tyrcc@bcn.net
Webster	1988,1991,1994,1997,2000,2003,2006,2009,2012,2015,2018,2023	12	1989,1991,1992,1993,1995,1996,1998,1999, 2001,2002,2004,2005,2007,2008,2010,2011,2013,2014,2016,2017, 2019, 2020,2021,2022	24	Mark Becker	508.949.3810	assessor@webster-ma.gov
Wellfleet	1992,1995,1998,2001,2004,2007,2010,2014,2017, 2021	10	1993,1994,1996,1997,1999,2000,2002,2003,2005,2006, 2008,2009,2011,2012,2013,2015,2016,2018,2019,2020,2022,2023	22	Nancy Vail	508.349.0304	nvail@townofwellfleet.org
Westport	1997,2000,2019	3	2001	1	Theodora Gabriel	508.636.1012	gabrielt@westport-ma.gov
West Tisbury	2023	1			Mac Anderson	508.696.0101	assessors@westtisbury-ma.gov
Weymouth	2008,2011,2015,2018,2023	5	2007,2009,2010,2012,2013,2014,2016,2017,2019,2020,2021,2022	12	Trish O'Kane	781.682.3860	po'kane@weymouth.ma.us



Re-Certification and Consulting Contracts

Community	Re-Certification Projects	Count	Interim Year (Fiscal) Services	Count	Contact Person	Telephone	Email
Past Customers							
Goshen	2000,2003	2	2001,2002,2004	3			
Greenfield	1999	1	1998,2000,2001	3			
Holliston	1992,1995,1998, 2001,2004	5	1993,1994,1996,1997,1999,2000,2002,2003	8			
Lee	1996,1999, 2002	3	1994,1997,1998,2000, 2001,2003,2004	7			
Malden	1986,1989,	2	1984,1985,1987,1988,1990,1991	6			
Medway	1988,1991,2000,2003,2006,2009	6	2007,2008,2010	3			
Raynham	2010,2013	2	2009,2011,2012,2014,2015	5			
Watertown	1986	1		0			
Wareham	2006	1	2007	1			
Wrentham	1992,2001,2004,2007,2010,2013, 2016	7	2002,2003,2005,2006,2008,2009,2011,2012,2014,2015,2017,2018	12			
		Total Re-Certifications	247	Total Interim Updates	493		
Other Work							
Clinton	1996 (Data Quality Study)						
Hatfield	1996,1997(ATB)						
Northampton	1996(ATB)						



Software Installation and Reference List

Community	Users	Parcel Count *1	Fiscal Year Installed *2	Years Used	System Converted From	Contact Person	Telephone	Email
Bourne	6	14487	2000	24	Arlington Data	Rui Pierra	508.759.0600 x328	rpereira@townofbourne.com
Brewster	9	12742	1999	25	Arlington Data	Jim Gallager	508.896.3701 x123	assessor@brewster-ma.gov
Bridgewater	5	9263	2003	21	Acone	Shelley McCauley	508.697.0928	smccauley@bridgewaterma.org
Canton	5	8971	2004	20	Acone	Carolyn Floyd	781.821.5008	cfloyd@town.canton.ma.us
Carver	5	5147	2004	20	Patriot	Ellen Blanchard	508.866.3410	ellen.blanchard@carverma.org
Chatham	5	10390	2013	11	Vision	Dale Kelley	508.945.5196	akelley@chatham-ma.gov
Chesterfield	1	1074	1998	26	Arlington Data	Ed Severance	413.296.4010	eseverance@tlc-nes.com
Chilmark	3	3458	2015	9	WTI	Pam Bunker	508.645.2102	assessor@chilmarkma.gov
Dennis	23	25826	1998	26	Arlington Data	John Robertson	508.760.6142	jrobertson@town.dennis.ma.us
East Bridgewater	5	5927	2003	21	Acone	Paula Wolfe	508.378.1609	pwolfe@eastbridgewaterma.gov
Eastham	5	10029	2002	22	Kb Systems	Colleen Mercurio	508.240.5900 x212	cmercurio@eastham-ma.gov
Freetown	3	4572	2008	16	Appraisal Resource	Mike McCue	508.644.2201	assessors@freetownma.gov
Granville	1	1121	2013	11	Point Software	Leon Ripley	413.357.8585 x2	leonripley@icloud.com
Halifax	3	3458	2011	13	PJC/Vision/Rrc	Debbie Dean	781.293.5960	debbie.dean@halifax-ma.org
Hanson	3	4585	2004	20	Acone	Lee Gamache	781.293.5259, x109	lgamache@hanson-ma.gov
Harwich	9	16770	2001	23	Acone	Carly Jones	508.430.7519	cjones@town.harwich.ma.us
Lenox	5	3519	1997	27	Arlington Data	Heather Durant	413.637.5502	lenoxassessors@townoflenox.com
Ludlow	5	9782	1999	25	Arlington Data	Joe Alves	413.583.5608 x1221	jalves@ludlow.ma.us
Mashpee	9	13076	2001	23	Patriot	Joe Gibbons	508.539.1400 x8532	jgibbons@mashpeema.gov
Mendon	2	3035	1999	25	Arlington Data	Jean Berthold	508.473.2738	jberthold@mendonma.gov
New Marlborough	2	2002	2004	20	Patriot	Rebecca Wagner	413.229.8926	RWagner@newmarlboroughma.gov
Norton	4	7741	2002	22	Acone	Denise Ellis	508.285.0270	dellis@nortonmaus.com
Oak Bluffs	3	7158	2015	9	Vision	Kristina West	508.693.3554 x104	assessor@oakbluffsma.gov
Orleans	5	8983	2001	23	Dor CAMA	Brad Hinote	508.240.3700 x330	bhinote@town.orleans.ma.us
Plympton	2	1540	2021	3	Vision	Wendy Jones	781.585.3227	assessor@plymptontown.org
Provincetown	4	7922	2005	19	In-House	Scott Fahle	508.487.7017	sfahle@provincetown-ma.gov
Rockland	4	6386	2008	16	Appraisal Resource	Rachael Carlisle	781.871.0137 x160	rcarlisle@rockland-ma.gov
Rochester	5	3039	2023	1	Vision	Karen Trudeau	508.763.3871 x126	ktrudeau@townofrochester.com
Sandwich	16	13161	2017	7	WTI	Ben Styche	505.888.0157	bstyche@sandwichmass.org
Scituate	5	10747	2005	19	Acone	Joe Divito	617.545.6700	jdivito@scituatema.gov
Truro	3	6317	2002	22	Govern	Jon Nahas	508.349.7004 x16	jnahas@truro-ma.gov
Tyringham	1	602	2005	19	Dor CAMA	Laura Lee Bertram	413.243.1749 x102	tyrcc@bcn.net
Webster	4	6904	2000	24	Arlington Data	Mark Becker	508.949.3810	assessor@webster-ma.gov
Wellfleet	3	7868	2001	23	Dor CAMA	Nancy Vail	508.349.0304	nvail@townofwellfleet.org
Westport	5	10332	2000	24	Arlington Data	Theodora Gabriel	508.636.1012	gabriel@westport-ma.gov
West Tisbury	5	3481	2023	1	Patriot	Mac Anderson	508.696.0101	assessors@westtisbury-ma.gov
Weymouth	10	20879	2003	21	Acone	Trish O'Kane	781.682.3860	po'kane@weymouth.ma.us

Total Customers 37 292294

Total Users 193

Current Fy Year 2024

*1 Parcel Counts include Exempt and Personal Property

*2 Fiscal Year Installed is the first Fiscal Year the System was used to generate values

APPENDIX B

PRICE PROPOSAL

Professional Consultant Services for Title Research. Price shall be per hour with an estimate of hours per week dedicated to project:

Hourly rate: One Hundred Dollars
Written Words

\$100.00
Numerical

Number of hours per week: 18 on average*

* This work will be done concurrently with the existing Training Agreement whereby the total number of hours from both contracts combined will be 18 per week.

Total Price of 1 year contract (hourly rate x hours per week x 52):

Ninety Three Thousand Six Hundred
Written Words

\$93,600
Numerical

This price shall remain firm for no less than 60 days from the date of the deadline for the IFB.

Signature: 

Title: President

Company Name: Paul S. Kapinos & Associates, Inc dba/ pk Valuation Group

Address: 29 College St., South Hadley, MA 01075

Email: pk@pkvaluationgroup.com

APPENDIX A -- REQUIRED CERTIFICATIONS

TO BE SUBMITTED WITH PROPOSAL

Certification as to Payment of State Taxes

Pursuant to M.G.L. CH 62C, Sec 49A, the undersigned Bidder certifies under the penalties of perjury that it is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Certification 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.

Name of Business: Paul S. Kapinos & Associates, Inc dba/ pk Valuation Group

Print Name of Person Signing Bid: Paul S. Kapinos, President



Signature & Title: _____

**TOWN OF HARWICH
CORPORATE BIDDER
CERTIFICATE**

I, Ellen Joy Kapinos certify that I am the Clerk
Name Title

of the Corporation named as Bidder in the attached Bid Form; that

Paul S. Kapinos who signed said forms on behalf of
the bidder Name
was then President of said Corporation; that I know
Title

his/her signature hereto is genuine, and that said Bid Form was duly signed,
sealed and executed for and in behalf of said Corporation by authority of its
governing body.

Ellen Joy Kapinos, Esq. Clerk
Name and Title of Individual

Signature Ellen J. Kapinos

09/18/2023
Date

Affix Corporate Seal:



This Certificate must be completed where the Bidder is a corporation and
should be so completed by its Clerk. In the event the Clerk is the person
signing the Bid on behalf of the Corporation, this certificate must be
completed by another Officer of the Corporation.

CERTIFICATE OF VOTE

I, Ellen Joy Kapinos, Clerk of Paul S. Kapinos & Associates, Inc.
Name of Corporation

hereby certify that, at a meeting of the Board of Directors of said Corporation duly

held on February 14, 2005 at which a quorum was present and voting
Date

throughout, the following vote was duly passed and is now in full force and effect:

Voted that Paul S. Kapinos, President
Name of Officer authorized to sign for Corporation

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign and seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by such,

Paul S. Kapinos, President to be valid and
Name of Officer authorized to sign for Corporation

binding upon this Corporation for all purposes, and that a Certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Town of Harwich and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested to by the Clerk of this Corporation is delivered to the Town of Harwich.

I further certify that Paul S. Kapinos, President
Name of Officer authorized to sign for Corporation

is duly elected President of said Corporation.
Title Corporation.

Ellen J. Kapinos
Signature of Clerk or Secretary

Date 9/18/2023

29 College St., South Hadley, MA 01075 Affix
Corporate Seal: Place of Business

Town of Harwich Conflict of Interest

I hereby certify that the Bidder named below understands that the Massachusetts Conflict of Interest Law, M.G.L. c268A, applies to the Bidder with respect to the services outlined in this IFB. I also certify that the Bidder understands that the Bidder, its officers, employees, agents, subcontractors, and affiliated agencies, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

The Bidder named below hereby certifies:

1. The Bidder was not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a contract for this project.
2. No consultant to, or subcontractor for the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award of the consultant or subcontractor of a contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the contract for services upon an agreement or understanding that such person, corporation, or entity be paid a fee or other compensation contingent upon the award of the contract to the Bidder.

Paul S. Kapinos, President

Name and Title of Individual Submitting Bid

Signature



9/18/2023

Date

Project Name: Title Research

TM Year and Article #: 2022ATM #339

Appropriation: \$500,000

Bid Price: \$93,600

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: 01122A2 / 622039 Account
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

Buildings and Public Works	Goods and Services
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need:	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> a. Written spec sheet.	<input type="checkbox"/> GS2. If project is over \$5,000 :
<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.	<input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.
<input type="checkbox"/> c. Apparent low bidder posted to Town website.	<input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as:	<input type="checkbox"/> GS3. If project is over \$50,000 :
<input type="checkbox"/> a. Show project was in the Capital Plan.	<input checked="" type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
<input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.	<input checked="" type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as:	<input checked="" type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> a. Bid Bond of 5% of total value.	<input type="checkbox"/> GS4. If project is over \$100,000 :
<input type="checkbox"/> b. Sealed Bids.	<input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
<input type="checkbox"/> c. End of Public Works construction requirements	<input type="checkbox"/> b. Show project utilized sealed bids.
<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:	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
<input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.	Note 2: Bids may be negotiated downwards but never higher than original quote.
<input type="checkbox"/> b. Set a designer fee or price ceiling.	Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
<input type="checkbox"/> c. Use Standard Designer Application Form	
<input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:	
<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.	
<input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.	
<input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:	
<input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	

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

Signature of Town Administrator or Assistant Town Administrator: Melinda

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

CC: Roman Greer, Golf Director

RE: License Agreement renewal option – Bob Miller, Instructor

DATE: August 23, 2023

The Town is currently finishing up year 3 of a license agreement with Robert Miller of Miller Golf to provide golf teaching services at Cranberry Valley Golf Course. The current license agreement, approved by the Select Board on January 19, 2021 includes an option to extend the agreement for an additional two years. This option to extend is to be exercised at the Town's sole discretion however Mr. Miller has expressed an interest in the extension.

The original agreement is attached indicating the payment schedule to the Town that includes a 5% increase year over year. The fourth and fifth years would provide \$5,788.13 and \$6,077.53 respectively.

Golf Director Roman Greer has indicated that this license agreement has been beneficial to the Town and strongly recommends approving the extension of two years.

OFFICE OF THE TOWN ADMINISTRATOR

Robert C. Lawton, Jr.
Interim Assistant Town Administrator

Phone (508) 430-7513

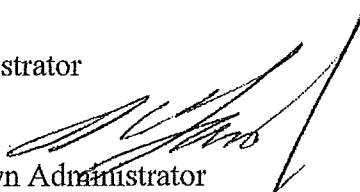
Fax (508) 432-5039

732 MAIN STREET, HARWICH
02645



MEMO

TO: Joseph Powers
Interim Town Administrator

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

CC: Roman Greer

RE: License Agreement – Golf teaching pro

DATE: January 13, 2021

Mr. Robert Miller, of Miller Golf, wishes to renew his non-exclusive license with the Town to provide golf teaching services. Mr. Greer has reviewed the License agreement and has updated it to include 10 hours of instruction and a clause which recognizes the potential for suspending Mr. Miller's services if Covid 19 rules require closing or suspending golf course operations.

I have reviewed the License document with Mr. Greer and with Town Counsel. The form is the same as the previous document and is an approved form. I would recommend that the Board of Selectmen execute the License document.

RCL

LICENSE AGREEMENT PROPOSAL

This License Agreement (this "License") is executed this 11th day of January, 2021 by and between the Town of Harwich, acting by and through its Board of Selectmen (hereinafter referred to as the "Town") and Bob Miller, Miller Golf having an address of 6 Derby Lane, Harwich, MA (the "Licensee").

Whereas, the Town owns certain land known as the Cranberry Valley Golf Course, as shown on the plans titled "Plan of Land in Harwich Proposed for Conservation & Recreation Area" prepared by Town of Harwich Engineering Department, Scale 1" = 200', dated December 1971 and plan titled "Land Taking by the Town of Harwich" Prepared by the Town of Harwich Engineering Department, Scale 1" = 40', dated June 11, 1975.

Whereas, the Licensee is golf professional who desires access to the Driving Range and Golf Course Short Game Practice Facility to operate thereon a program of golf instruction open to the public on a fee basis; (the "Program").

Whereas, the Town is willing to grant the Licensee non-exclusive access to the Golf Course Short Game Practice Facility and Driving Range to conduct such golf instruction as a **Licensee**;

Now, therefore, the Town hereby grants such entry and license to use the Golf Course Short Game Practice Facility and Driving Range to the Licensee, subject to the following terms and conditions:

I. USE, PURPOSE, CONDITION OF PREMISES, TERM

Entry and use of the Golf Course are limited as herein defined.

Entry and use are specifically, but not exclusively, granted to the Licensee to utilize the facilities of the Golf Course, including but not limited to the Short Game Practice Facility and Driving Range, subject to a schedule to be approved in writing in advance by the Director of Golf, normally 10 (ten) hours per week subject to adjustment with the approval of the Director of Golf. The areas granted include the identification of the areas or facilities available to the Licensee and the times at which such areas or facilities are available. Licensee's use of the Golf Course and its facilities shall be limited to the days and hours on which the Golf Course is open to the general public.

Minimum Expectations:

Offer a minimum of 10 (Ten) hours of individual golf instruction per week in the months of June - September

Offer weekly group clinics (June-September) for different segments such as Master Class Clinic, Woman's Clinic, Junior Clinics (during summer school vacation)

Promote program offerings on Licensee website and provide a link to Cranberry Valley website.

Provide adequate signage with contact information at Cranberry Valley to engage customers.

In the event of extreme weather conditions, Covid 19 related conditions, suspension of course usage due to federal, state, or local mandates, or other acts of God whereas Miller Golf cannot conduct the business of golf instruction an adjustment in the license payment would be negotiated with the Director of

The Licensee is hereby authorized to use the name of the Golf Club in advertisement of his / her services and fees, and such advertisement shall state that instruction is provided by Licensee as an independent golf professional under a license arrangement with the Town. All advertising that includes the Cranberry Valley Golf Course name shall be approved by the Town in advance of publication.

The Licensee shall have control over his / her instructional services during the times and days designated by the Director of Golf. The Licensee shall have control over the Licensee's fee schedule for such instruction. The Town shall provide the Licensee with an adequate supply of range golf balls free of charge. Students of the Licensee shall be provided with range golf balls free of charge during warm-ups and lessons.

Licensee shall retain 100% of the revenues derived from fees for instruction he/she provides at the Golf Course. Any and all golf equipment sales to students of the Licensee shall be transacted through the Cranberry Valley Golf Course Pro Shop, and all revenues from such sales shall be the property of the Town.

Licensee shall be responsible for storage of his/her own equipment off the Cranberry Valley Golf Course premises.

Licensee acknowledges and agrees that it accepts the Golf Course in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Golf Course or any of its facilities for the purposes intended by the Licensee.

Such entry and use by the Licensee shall be exercised from the date of the execution of this License and shall continue until terminated in accordance with the provisions of Section V below. The provisions of Section IV shall further limit such entry and use.

II. CONSIDERATION

The term of the license is 3 years with the option of one (1) two year extension commencing on May 1st, 2024 and expiring on October 31st, 2025. The Town shall have the option, to be exercised at the Town's sole discretion to extend the license for an additional 2 year period. The consideration for this License shall be for the period May 1st through October 31st of the calendar year for a total annual fee as follows:

	Annual Payment
1st year (2021)	<u>\$ 5,000.00</u>
2nd Year (2022)	<u>\$ 5,250.00</u>
3rd Year (2023)	<u>\$ 5,512.50</u>
4th Year (renewal option) (2024)	<u>\$ 5,788.13</u>

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Golf License 2021.docx

5th Year (renewal option) (2025)	\$ 6,077.53
TOTAL	\$ 27,628.16

Payment shall be paid to the Town in equal installments beginning no later than May 1st and then subsequently due by the first of each month thereafter through October 1st. Licensee acknowledges that said License Fee shall be due and payable regardless of the revenues Licensee derives from the exercise of his/her rights under this License. Consideration shall also include the payment of all costs and expenses associated with the exercise of the rights

observation and performance by the Licensee of all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

III. INDEMNIFICATION AND INSURANCE

The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of the Licensee to comply with any covenant required to be performed or complied with by Licensee under this License, or (b) for the death, injury or property damage suffered by any person sustained or occurring on the Golf Course on account of or based upon the act, omission, fault, negligence or misconduct of the Licensee, or (c) for the death, injury or property damage suffered by any person sustained or occurring on land outside the Golf Course and related to the activities of the Licensee upon said Golf Course, or (d) for actions in trespass against the Town and/ or Licensee brought by a property owner abutting the Golf Course or any other person having any right, title or interest in the Golf Course locus.

The Licensee shall maintain general liability insurance, including coverage for bodily injury, wrongful death and property damage, all in amounts reasonably acceptable to the Town and in an amount sufficient to support the obligations of the Licensee under the terms of this License and as stated in Exhibit A. The Licensee will provide the Town with certificates of insurance, naming the Town as an additional insured, and evidencing that the Licensee's insurance is in force and that such insurance shall not be canceled or materially changed without giving the Town at least sixty (60) days written notice. Licensee shall maintain such insurance continually throughout the duration of this License and shall provide the Town with evidence of renewal of such coverage at least thirty days prior to the expiration of any current coverage.

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Golf License 2021.docx

IV. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall at all times conduct himself or herself so as not to unreasonably interfere with the Town's use of the Golf Course, or the use of the Golf Course and its facilities by other patrons of the Cranberry Valley Golf Course, and shall observe and obey directives of the Town and its duly designated representatives, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The Licensee shall notify the Town orally and in writing to the Town Administrator and the Director of Golf of the Cranberry Valley Golf Course prior to entering the Golf Course to commence activities under this License and shall coordinate his/her use of the facilities on a daily basis with the Director of Golf of the Cranberry Valley Golf Course. Nothing in this Agreement shall be construed as requiring the Town to maintain the premises of Golf Course or any of its facilities in any manner or to supply or pay for any utilities other than as expressly provided herein. The hours of operation under this License are limited to those days and hours during which the Cranberry Valley Golf Course is open to the public for operations.

V. TERMINATION AND MODIFICATION

This License shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice, except that the License shall be revocable by either party for violation of the terms of this License upon notice of revocation at least seven (7) days prior to the termination date stated within said notice for violation of the terms of this License. The Town may revoke this License upon such prior oral or written

Town discontinues the use of the licensed property as a municipal golf course, or if the licensed use is determined to be in violation of any restriction on the use of the property.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Golf Course. This obligation shall survive the termination of this License.

VI. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

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Golf License 2021.docx

VII. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Licensee:

Town: Harwich Town Hall, 732 Main Street, Harwich, MA 02645,
Attn: Town Administrator

These addresses are subject to change, and the parties hereto agree to inform each other of such change as soon as practicable.

VIII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the Golf Course, but only the limited right of use as hereinabove stated.

IX. EDITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this agreement.

X. SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the Golf Course shall survive the termination of this License.

\\townhall3\admin\Bob Lawton\Procurement 2020\B Miller
Golf License 2021.docx

IN WITNESS THEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

FOR THE LICENSEE: Miller Golf Cape Cod

Signature *Robert V. Miller, PGA*

Robert Miller, PGA

Print Name *Robert V. MILLER, PGA*

Date: *1/12/21*

\\townhall3\admin\Bob Lawton\Procurement 2020\B Miller
Golf License 2021.docx

TOWN
ADMINISTRATOR'S
REPORT

Year 5 Annual Report
Massachusetts Small MS4 General Permit
Reporting Period: July 1, 2022-June 30, 2023

Please DO NOT attach any documents to this form. Instead, attach all requested documents to an email when submitting the form. Also ensure any websites included on this form are to publicly accessible sites

Unless otherwise noted, all fields are required to be filled out. If a field is left blank, it will be assumed the requirement or task has not been completed. Please ONLY report on activities between July 1, 2022 and June 30, 2023 unless otherwise requested.

Part I: Contact Information

Name of Municipality or Organization:

EPA NPDES Permit Number:

Primary MS4 Program Manager Contact Information

Name: Title:

Street Address Line 1:

Street Address Line 2:

City: State: Zip Code:

Email: Phone Number:

Stormwater Management Program (SWMP) Information

SWMP Location (publicly available web address):

Date SWMP was Last Updated:

If the SWMP is not available on the web please provide the physical address:

Part II: Self-Assessment

First, in the box below, select the impairment(s) and/or TMDL(s) that are applicable to your MS4. Make sure you are referring to the most recent EPA approved Section 303(d) Impaired Waters List which can be found here: <https://www.epa.gov/tmdl/region-1-impaired-waters-and-303d-lists-state>

Impairment(s)			
<input checked="" type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Chloride	<input checked="" type="checkbox"/> Nitrogen	<input type="checkbox"/> Phosphorus
<input type="checkbox"/> Solids/ Oil/ Grease (Hydrocarbons)/ Metals			
TMDL(s)			
<i>In State:</i>	<input type="checkbox"/> Assabet River Phosphorus	<input checked="" type="checkbox"/> Bacteria and Pathogen	<input checked="" type="checkbox"/> Cape Cod Nitrogen
	<input type="checkbox"/> Charles River Watershed Phosphorus	<input type="checkbox"/> Lake and Pond Phosphorus	
<i>Out of State:</i>	<input type="checkbox"/> Bacteria/Pathogens	<input type="checkbox"/> Metals	<input type="checkbox"/> Nitrogen
			<input type="checkbox"/> Phosphorus
			<input type="button" value="Clear Impairments and TMDLs"/>

Next, check off all requirements below that have been completed. **By checking each box you are certifying that you have completed that permit requirement fully.** If you have not completed a requirement leave the box unchecked. Additional information will be requested in later sections.

Annual Requirements

- Provided an opportunity for public participation in review and implementation of SWMP and complied with State Public Notice requirements
- Kept records relating to the permit available for 5 years and made available to the public
- The SSO inventory has been updated, including the status of mitigation and corrective measures implemented
 - This is not applicable because we do not have sanitary sewer
 - This is not applicable because we did not find any new SSOs
 - The updated SSO inventory is attached to the email submission
 - The updated SSO inventory can be found at the following publicly available website:
- Updated system map due in year 2 as necessary
- Provided training to employees involved in IDDE program within the reporting period
- Properly stored and disposed of catch basin cleanings and street sweepings so they did not discharge to receiving waters
- All curbed roadways were swept at least once within the reporting period
- Enclosed all road salt storage piles or facilities and implemented winter road maintenance procedures to minimize the use of road salt
- Implemented SWPPPs for all permittee owned or operated maintenance garages, public works yards, transfer stations, and other waste handling facilities

- Updated inventory of all permittee owned facilities as necessary
- O&M programs for all permittee owned facilities have been completed and updated as necessary
- Implemented all maintenance procedures for permittee owned facilities in accordance with O&M programs
- Implemented program for MS4 infrastructure maintenance to reduce the discharge of pollutants
- Inspected all permittee owned treatment structures (excluding catch basins)

Optional: If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

IDDE training and implementation of SWPPPs for the Town's DPW and Transfer Station facilities were not completed during Permit Year 5 due to staffing shortages. The Town plans to conduct required IDDE trainings and fully implement their SWPPPs in Permit Year 6.

Bacteria/ Pathogens (Combination of Impaired Waters Requirements and TMDL Requirements as Applicable)

Annual Requirements

*Public Education and Outreach**

- Annual message was distributed encouraging the proper management of pet waste, including noting any existing ordinances where appropriate
- Permittee or its agents disseminated educational material to dog owners at the time of issuance or renewal of dog license, or other appropriate time
- Provided information to owners of septic systems about proper maintenance in any catchment that discharges to a water body impaired for bacteria
 - This is not applicable because there are no septic systems present

** Public education messages can be combined with other public education requirements as applicable (see Appendix H and F for more information)*

Optional: If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

CONFIRM: The Town disseminated pet waste management messages during dog license issuance/renewal through the Town Clerk's office during this permit year.

Nitrogen (Combination of Impaired Waters Requirements and TMDL Requirements as Applicable)

Annual Requirements

*Public Education and Outreach**

- Distributed an annual message in the spring (April/May) that encourages the proper use and disposal of grass clippings and encourages the proper use of slow-release fertilizers
- Distributed an annual message in the summer (June/July) encouraging the proper management of pet waste, including noting any existing ordinances where appropriate
- Distributed an annual message in the fall (August/September/October) encouraging the proper disposal of leaf litter

** Public education messages can be combined with other public education requirements as applicable (see Appendix H and F for more information)*

Good Housekeeping and Pollution Prevention for Permittee Owned Operations

- Increased street sweeping frequency of all municipal owned streets and parking lots subject to Permit part 2.3.7.a.iii.(c) to a minimum of two times per year (spring and fall)

Structural BMPs

- Completed the evaluation of all permittee owned properties identified as presenting retrofit opportunities or areas for structural BMP installation under permit part 2.3.6.d or identified in the Nitrogen Source Identification Report, including: *(select the items of the evaluation that have been completed below)*
 - Next planned infrastructure, resurfacing, or redevelopment activity planned for the property (if applicable) OR planned retrofit date
 - Estimated cost of redevelopment or retrofit BMPs
 - Engineering and regulatory feasibility of redevelopment or retrofit BMPs
- Completed a listing of planned structural BMPs and a plan and schedule for implementation
 - The BMP list and implementation schedule is attached to the email submission
 - The BMP list and implementation schedule can be found at the following publicly available website:

Any structural BMPs listed in Table 3 of Attachment 1 to Appendix F already existing or installed in the regulated area by the permittee or its agents was tracked and the nitrogen removal by the BMP was

- estimated consistent with Attachment 1 to Appendix F. The BMP type, total area treated by the BMP, the design storage volume of the BMP, and the estimated nitrogen removed in mass per year by the BMP were documented.
 - No BMPs were installed
 - The above referenced BMP information is attached to the email submission
 - The above referenced BMP information can be found at the following publicly available website:

Total estimated nitrogen removed in lbs/year from the installed BMPs:

Optional: If you would like to describe progress made on any incomplete requirements listed above or provide any additional details, please use the box below:

The Town's Highway and Maintenance webpage contains information about proper disposal of yard debris and yard waste. The webpage can be accessed here: <https://www.harwich-ma.gov/highways-and-maintenance/pages/storm-water-guide>

The Town currently does not have any BMPs that are optimized for nitrogen removal, so this parameter was not tracked during Permit Year 5. The Town will track BMPs installed during new development or redevelopment projects, and will require the BMPs to be optimized for nitrogen removal in accordance with Permit Part 2.3.6.

The Town will identify opportunities for implementation of structural BMPs for nitrogen load reduction on Town-owned properties during Permit Year 6 and incorporate this information into a Nitrogen Source Identification Report, where applicable, for nitrogen impaired waterbodies receiving MS4 discharges (currently Wynchmere Harbor) during a future annual report submittal.

Optional: Use the box below to provide any additional information you would like to share as part of your self-assessment:

Part III: Receiving Waters/Impaired Waters/TMDL

Have you made any changes to your lists of receiving waters, outfalls, or impairments since the NOI was submitted?

- Yes
 No

If yes, describe below, including any relevant impairments or TMDLs:

As discussed in the Town's Permit Year 3 Annual Report, one location previously identified as an outfall was determined to be a culvert and 18 outfalls (including one new outfall) were verified during IDDE activities. Two Town-owned interconnections were identified on a MassDOT owned road. Receiving waters remained unchanged.

The Town evaluated the "Final Massachusetts Integrated List of Waters for the Clean Water Act 2022 Reporting Cycle" and noted that no changes have been made to the Town's waterbody impairments since the issuance of the 2018/2020 Integrated List.

Part IV: Minimum Control Measures

Please fill out all of the metrics below. If applicable, include in the description who completed the task if completed by a third party.

MCM1: Public Education

Number of educational messages completed during this reporting period: 8

Below, report on the educational messages completed during this reporting period. For the measurable goal(s) please describe the method/measures used to assess the overall effectiveness of the educational program.

BMP:Fertilizer and Nutrient Control

Message Description and Distribution Method:

The Town of Harwich's Health Department website contains a page on fertilizer and nutrient control information/regulations. The webpage explains that the Massachusetts Estuaries Project found that fertilizers account for a large portion of controllable nitrogen discharges in Cape Cod watersheds, and describes the harmful impacts of excessive nitrogen getting into watersheds via stormwater runoff. The regulation included on the webpage provides a legal mechanism to ensure fertilizer applications are performed in a manner consistent with best management practices.

The webpage can be accessed here: <https://www.harwich-ma.gov/health/pages/fertilizer-policy-guidelines-education>

Targeted Audience: Residents, Commercial/Business

Responsible Department/Parties: Health Department

Measurable Goal(s):

Provide content on the Town's website to educate audiences about the effects of the misuse of fertilizers on stormwater and water quality.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP:Household Hazardous Waste

Message Description and Distribution Method:

The Town of Harwich posted information on their Highway Department and Water Department websites that directs residents to locations of Massachusetts facilities where residents can drop off household hazardous wastes. The Water Department website also lists items that are considered to be hazardous waste, and that are accepted by the facilities receiving the wastes. By educating residents on the locations to drop off hazardous

wastes, Harwich is ultimately mitigating the risk of hazardous waste being incorrectly disposed of and ending up in waterways via runoff.

In addition, the Town hosted 6 Household Hazardous Waste Collection Days in Permit Year 5 (July, August, September, and October 2022 and May/June 2023). The events took place at the Town's Transfer Station and provided residents from Harwich, Brewster, and Chatham and opportunity to drop off waste.

The Town posted a flyer on their Highway Department website to inform residents about the Collection Day schedule and products they can dispose of.

The Highway Department hazardous waste webpage can be accessed here: <http://www.harwichhighway.com/Departments/DisposalArea/tabid/79/Default.aspx>

The Water Department hazardous waste webpage can be accessed here: <https://www.harwichwater.com/water-protection/household-hazardous-waste.html>

The 2023 Collection Day flyer can be accessed here: <http://www.harwichhighway.com/LinkClick.aspx?fileticket=I418n9y6Lxg%3d&tabid=76&mid=408>

Targeted Audience: Residents

Responsible Department/Parties: Highway Department, Water Department

Measurable Goal(s):

Continue to raise the Town's residents' awareness of Household Hazardous Waste Collection Days to prevent improper waste disposal.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP:Pesticides and Water Quality

Message Description and Distribution Method:

The Town of Harwich's Water Department website contains a link to a mass.gov webpage about pesticides and their effects on water supplies from runoff and infiltration. Information on the website includes ways to comply with state Groundwater Protection Regulations and pesticides listed on the groundwater protection list.

The webpage can be accessed here: <https://www.harwichwater.com/water-protection.html>

Targeted Audience: Residents

Responsible Department/Parties: Water Department

Measurable Goal(s):

Provide content on the Town's website to educate audiences about the effects of pesticide application on stormwater and water quality.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Source Water Protection

Message Description and Distribution Method:

The Town of Harwich's Water Department website contains a Resident Participation page that includes information for residents on ways to manage their property to protect drinking water. Links provided on this webpage include "easy things you can do," "manage your property to protect drinking water," and "dispose of hazardous materials properly." Additionally, there are links to groups that provide volunteer opportunities. The groups promoted are the Cape Cod Groundwater Guardian Team and the Town of Harwich Boards & Commissions.

The webpage can be accessed here: <https://www.harwichwater.com/water-protection/resident-participation.html>

Targeted Audience: Residents

Responsible Department/Parties: Water Department

Measurable Goal(s):

Provide content on the Town website to educate audiences about the methods they can use to protect drinking water.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Guidance on Proper Septic System Maintenance

Message Description and Distribution Method:

The Town of Harwich posted information on their Health Department and Water Department websites that informs septic system owners about how to properly manage and maintain their systems. Pamphlets with

information on how to properly manage and maintain septic systems are also distributed to residents during the Title 5 inspection process.

The Health Department septic system webpage can be accessed here: <https://www.harwich-ma.gov/health/pages/septic-systems-title-5>

The Water Department septic system webpage can be accessed here: <https://www.harwichwater.com/water-protection/do-s-don-ts-of-septic-system-use.html>

Targeted Audience:

Responsible Department/Parties:

Measurable Goal(s):

Provide educational content related to septic system maintenance to decrease incidents of failing septic systems and, as a result, improve water quality.

Message Date(s):

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP: Town Website - Preventing Stormwater Pollution

Message Description and Distribution Method:

The Town of Harwich's Highway Department posted a "Storm Water Guide" page on their website. This guide includes multiple ways residents can help reduce stormwater pollution, including: not washing cars on impervious surfaces or near storm drains; checking vehicles, boats, and equipment periodically for leaks; proper lawn care and garden care techniques; home repair and improvement BMPs; proper pet waste management; guidance on draining swimming pools and spas; and how to dispose of household hazardous waste.

The webpage can be accessed here: <https://www.harwich-ma.gov/highways-and-maintenance/pages/storm-water-guide>

Targeted Audience:

Responsible Department/Parties:

Measurable Goal(s):

Educate residents and people who have businesses, industries, and development projects in the Town on ways to reduce impacts to stormwater.

Message Date(s):

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP:Water Department Consumer Confidence Reports

Message Description and Distribution Method:

The Town of Harwich's Water Department provides Consumer Confidence Reports that contain information about ways residents and business owners can protect their water supply, including septic system maintenance, proper disposal of hazardous household waste and chemicals at Hazardous Materials Collection Days, and limiting nutrient use to protect water quality by fertilizing less.

The Consumer Confidence Report is posted to the Water Department's website each year and is distributed with water bills. The 2022 report can be accessed here: <https://www.harwichwater.com/assets/CCR/2022%20Harwich%20CCR.pdf>

Targeted Audience: Residents, Business/Commercial, Industrial

Responsible Department/Parties: Water Department

Measurable Goal(s):

Educate audiences about ways to improve water quality and decrease audience activities and behaviors that degrade water quality.

Message Date(s): Annually

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

BMP:Pet Waste Messaging

Message Description and Distribution Method:

The Town of Harwich's Highway Department's "Storm Water Guide" webpage contains information about proper pet waste disposal and the effects of pet waste on water quality.

The webpage can be accessed here: <https://www.harwich-ma.gov/highways-and-maintenance/pages/storm-water-guide>

Targeted Audience: Residents

Responsible Department/Parties: Highway Department, Harwich Animal Control

Measurable Goal(s):

Increase pet owner awareness of proper pet waste disposal techniques.

Message Date(s): Ongoing

Message Completed for: Appendix F Requirements Appendix H Requirements

Was this message different than what was proposed in your NOI? Yes No

If yes, describe why the change was made:

Add an Educational Message

MCM2: Public Participation

Describe the opportunity provided for public involvement in the development of the Stormwater Management Program (SWMP) **during this reporting period:**

The Town provided their latest Stormwater Management Plan Update and historic annual reports on their Engineering Department website (<https://www.harwich-ma.gov/engineering/pages/stormwater>) and in the Town Engineer's office for public review and comment. No comments regarding these documents were received during this permit year.

Was this opportunity different than what was proposed in your NOI? Yes No

Describe any other public involvement or participation opportunities conducted **during this reporting period:**

The Town held their annual fall beach cleanup event, "COASTSWEEP," on October 22, 2022 at various Town beaches. More information about the event can be accessed here: <https://keepmassbeautiful.org/news-events/events-calendar.html/event/2022/10/22/coastswEEP-earl-rd-bank-st-red-river-sea-st-grey-neck-rd-neel-rd-long-pond-beaches-cleanup-/400716>

The Town also held their annual spring event called "Tour de Trash," where volunteers collect trash along the Town's roadways. The event was held on April 29, 2023. More information about the event can be accessed here: <https://harwichconservationtrust.org/tour-de-trash-2023/>

MCM3: Illicit Discharge Detection and Elimination (IDDE)

Sanitary Sewer Overflows (SSOs)

Check off the box below if the statement is true.

This SSO section is NOT applicable because we DO NOT have sanitary sewer

Below, report on the number of SSOs identified in the MS4 system and removed during this reporting period.

Number of SSOs identified: 0

Number of SSOs removed: 0

MS4 System Mapping

Optional: Provide additional status information regarding your map:

The MS4 System Map is actively updated to include new information as it is identified.

Screening of Outfalls/Interconnections

If conducted, please submit any outfall monitoring results from this reporting period. Outfall monitoring results should include the date, outfall/interconnection identifier, location, weather conditions at time of sampling, precipitation in previous 48 hours, field screening parameter results, and results from all analyses. Please also include the updated inventory and ranking of outfalls/interconnections based on monitoring results.

- No outfalls were inspected
- The above referenced outfall screening data is attached to the email submission
- The above referenced outfall screening data can be found at the following publicly available website:

Below, report on the number of outfalls/interconnections screened during this reporting period.

Number of outfalls screened: 0

Below, report on the percent of outfalls/interconnections screened to date.

Percent of outfalls screened: 100

Optional: Provide additional information regarding your outfall/interconnection screening:

As discussed in the Permit Year 3 Annual Report, dry weather outfall/interconnection screening was completed and no dry weather flow was observed at any of the outfalls and and/or upstream drainage structures. No evidence of actual or potential illicit discharges were observed.

Catchment Investigations

If conducted, please submit all data collected during this reporting period as part of the dry and wet weather investigations. Also include the presence or absence of System Vulnerability Factors for each catchment.

- No catchment investigations were conducted
- The catchment investigation data is attached to the email submission
- The catchment investigation data can be found at the following publicly available website:

Below, report on the number of catchment investigations completed during this reporting period.

Number of catchment investigations completed this reporting period: 0

Below, report on the percent of catchments investigated to date.

Percent of total catchments investigated: 100

Optional: Provide any additional information for clarity regarding the catchment investigations below:

As discussed in the Permit Year 3 Annual Report, catchments are limited in Harwich due to the widespread use of infiltrating catch basins and limited drainage infrastructure. Investigated catchments are located in areas with no sanitary sewer. Based on this and other related information, no SVFs exist. No potential or confirmatory evidence of illicit discharges were identified during catchment investigations.

IDDE Progress

If illicit discharges were found, please submit a document describing work conducted over this reporting period, and cumulative to date, including location source; description of the discharge; method of discovery; date of discovery; and date of elimination, mitigation, or enforcement OR planned corrective measures and schedule of removal.

- No illicit discharges were found
- The illicit discharge removal report is attached to the email submission
- The illicit discharge removal report can be found at the following publicly available website:

Below, report on the number of illicit discharges identified and removed, along with the volume of sewage removed during this reporting period.

Number of illicit discharges identified: 0

Number of illicit discharges removed: 0

Estimated volume of sewage removed: 0 gallons/day

Below, report on the total number of illicit discharges identified and removed to date. At a minimum, report on the number of illicit discharges identified and removed since the effective date of the permit (July 1, 2018).

Total number of illicit discharges identified: 0

Total number of illicit discharges removed: 0

Optional: Provide any additional information for clarity regarding illicit discharges identified, removed, or planned to be removed below:

Employee Training

Describe the frequency and type of employee training conducted during this reporting period:

Employee training requirements were not completed during Permit Year 5 due to staffing shortages. The Town plans to conduct staff trainings on stormwater-related topics (IDDE, pollution prevention and good

housekeeping, SWPPP, etc.) in Permit Year 6.

MCM4: Construction Site Stormwater Runoff Control

Below, report on the construction site plan reviews, inspections, and enforcement actions completed during this reporting period.

Number of site plan reviews completed: 3

Number of inspections completed: 1

Number of enforcement actions taken: 1

Optional: Enter any additional information relevant to construction site plan reviews, inspections, and enforcement actions:

MCM5: Post-Construction Stormwater Management in New Development and Redevelopment

Ordinance or Regulatory Mechanism

Date update was completed (due in year 3): October 9, 2018

Website of ordinance or regulatory mechanism: https://www.harwich-ma.gov/sites/g/files/vyhli7091/f/uploads/harwich_stormwater_regulations_2018.10.09.pdf

As-built Drawings

Below, report on the number of as-built drawings received during this reporting period.

Number of as-built drawings received: 4

Optional: Enter any additional information relevant to the submission of as-built drawings:

The Town's Comprehensive Stormwater and Illicit Discharge Regulations require the submittal of as-built drawings no later than one year after the completion of construction projects and the long-term operation and maintenance of stormwater BMPs.

This permit year, the Town voted to increase its staff to include a Zoning Compliance Officer, who will be responsible for ensuring projects in Town are complying with their site plan approvals.

Street Design and Parking Lots Report

Below, describe any changes made or planned to be made to local regulations and guidelines based on the report completed in Year 4:

The Town has experienced personnel vacancies that have affected the review and potential update of applicable regulatory mechanisms. The Town anticipates conducting a review and implementing identified updates, if applicable, to achieve compliance with the Permit requirements during Permit Year 6.

Green Infrastructure Report

Below, describe progress towards making green infrastructure practices allowable based on the report completed in Year 4:

The Town has experienced personnel vacancies that have affected the review and potential update of applicable regulatory mechanisms. The Town anticipates conducting a review and implementing identified updates, if applicable, to achieve compliance with the Permit requirements during Permit Year 6.

Retrofit Properties Inventory

Below, list remaining permittee-owned properties that could be modified or retrofitted with BMPs to mitigate impervious areas (must maintain a minimum of 5 sites in inventory until less than 5 sites remain):

- Bank Street Beach Access and Parking Lot, 0 Bank Street
- Brooks Free Library, 735 Main Street
- Brooks Park, 1 Oak Street
- Cape Cod Lighthouse Charter School, 195 Route 137
- Cranberry Valley Golf Course, 183 Oak Street

Below, list all properties that have been modified or retrofitted with BMPs to mitigate impervious area that were inventoried as part of 2.3.6.d of the permit. Non-MS4 owned properties that have been modified or retrofitted with BMPs to mitigate impervious area may also be listed, but must be indicated as non-MS4.

The Town of Harwich has already implemented several retrofits within municipally-owned roadways, rights-of-ways, and other properties via installation of stormwater control measures (SCMs), primarily leaching catch basins. The Town proactively identifies and completes retrofit projects to improve water quality via treatment and retention. A copy of the Town's SCM inventory is available at the Department of Public Works.

MCM6: Good Housekeeping

Catch Basin Cleaning

Below, report on the number of catch basins inspected and cleaned, along with the total volume of material removed from the catch basins **during this reporting period**.

Number of catch basins inspected: 140

Number of catch basins cleaned: 104

Total volume or mass of material removed from all catch basins: 209 [Select Units]

Below, report on the total number of catch basins in the MS4 system.

Total number of catch basins: 3,396

If applicable:

Report on the actions taken if a catch basin sump is more than 50% full during two consecutive routine inspections/cleaning events:

If necessary, the inspection and cleaning schedule will be adjusted to prioritize catch basins located at known problem areas (low spots, etc.) and near construction activities. If inspection and maintenance activities indicate excessive sediment and/or debris loading, these catch basins will be prioritized for more frequent cleaning.

Street Sweeping

Report on street sweeping completed **during this reporting period** using one of the three metrics below.

Number of miles cleaned:

Volume of material removed: [Select Units]

Weight of material removed: 611 tons

Stormwater Pollution Prevention Plan (SWPPP)

Below, report on the number of site inspections for facilities that require a SWPPP completed **during this reporting period**.

Number of site inspections completed: 0

Describe any corrective actions taken at a facility with a SWPPP:

The Town has experienced personnel vacancies that prevented the Town from fully implementing requirements related to SWPPP inspections for the DPW and Transfer Stations. The Town anticipates SWPPP facility inspections will resume during Permit Year 6.

Part V: Certification of Small MS4 Annual Report 2023

40 CFR 144.32(d) Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I certify that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name:

Joseph F. Powers

Title:

Town Administrator

Signature:



Date:

9-28-23

[Signatory may be a duly authorized representative]

CORRESPONDENCE

Budget Transfer to Youth & Family Services Salary & Wages

The explanations were mislabeled on the FY2023 Budget Transfer form. Sheila House retired at the end of April but stayed on as a consultant for May and June 2023. The explanation should have read (see approved budget transfers below for corresponding numbers):

- #1. Deficit due to Youth & Family Services Director consultant fees.
- #2. Deficit due to unbudgeted retirement vacation payout expenses.
- #3. Deficit due to unbudgeted retirement sick-leave buyback

The budget report on the last page shows the deficit at the end of May when we were identifying needed transfers. In addition to the retirement payout reimbursement, we estimated approximately 15,000 to cover both consultant fees and regular payroll if the new Director had started prior to June 30th.

REQUEST FOR BUDGET FY 2023 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 6/13/2023

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

	<i>Deficit due to higher than expected Salt & Minerals purchases as well as higher than expected vehicle expenses</i>		
011512/530501	LEGAL SERVICES	\$ 60,000.00	
011221/511999	Selectmen: Estimated Wage Adjustment		\$ 60,000.00
	<i>Deficit due to additional legal expenses due to negotiating collective bargaining agreements</i>		
012201/513000	FIRE SALARY & WAGES	\$ 35,000.00	
014111/511900	Town Engineer: Salary & Wages		\$ 35,000.00
	<i>Deficit due to higher than expected salary expenses</i>		
014212/538000	DPW: Other Purchased Services	\$ 325,000.00	
019142/575010	Group Health Ins - Town Ret.		\$ 89,896.00
019142/575000	Group Health Ins		\$ 200,000.00
019452/574012	General Insurance		\$ 35,104.00
	<i>Deficit due to higher than expected Construction & Demolition disposal costs as well as higher than forecasted gas and diesel costs</i>		
018352/562600	Cape Cod Commission Assessment	\$ 7,555.04	
018312/562100	Barnstable County Tax		\$ 7,089.68
019142/575010	Group Health Ins - Town Ret.		\$ 465.36
	<i>Deficit due to incomplete budget provided and missing component included in budget</i>		
015401/511900	Community Center Salary & Wages	\$ 10,000.00	
011221/511999	Selectmen: Estimated Wage Adjustment		\$ 10,000.00
	<i>Deficit due to higher than anticipated seasonal wage expenses</i>		
015421/511900	Youth Counselor Salary & Wages	\$ 15,000.00	
011221/511999	Selectmen: Estimated Wage Adjustment		\$ 15,000.00
	#1		
	<i>Deficit due to higher than anticipated seasonal wage expenses</i>		

Town of Harwich

REQUEST FOR BUDGET FY 2023 TRANSFER

MGL CH. 44s/s 33B

Board of Selectmen
Finance Committee
Town of Harwich

Date 6/13/2023

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

Account #	Name of Appropriation	To Be Transferred To	To be Transferred From
011352/530900	Town Accounting: Other Professional/Technical Services	\$ 50,000.00	
011351/511900	Town Accounting: Salary & Wages		\$ 25,000.00
011221/511999	Selectmen: Estimated Wage Adjustment		\$ 25,000.00
	<i>Deficit due to Consultant expenses due to temporary unfilled position</i>		
011412/530900	ASSESSOR: Other Professional/Technical Services	\$ 82,000.00	
011411/511900	ASSESSOR: Salary & Wages		\$ 82,000.00
	<i>Deficit due to Consultant expenses due to temporary unfilled position</i>		
011432/558000	Town Collections: Supplies	\$ 3,000.00	
019142/575010	Group Health Ins - Town Ret.		\$ 3,000.00
	<i>Deficit due to higher than expected bill printing expenses</i>		
011742/530900	Town Planner - Other Prof/Tech Services	\$ 5,760.00	
011741/511900	Town Planner - Planning Salary & Wages		\$ 5,760.00
	<i>Deficit due to higher than expected professional services</i>		
016301/511900	Recreation S&W	\$ 5,000.00	
011221/511999	Selectmen: Estimated Wage Adjustment		\$ 5,000.00
	<i>Deficit due to higher seasonal recreation wage expenses</i>		
012442/530000	Sealer of weights and measures	\$ 725.03	
019142/575010	Group Health Ins - Town Ret.		\$ 725.03
	<i>Deficit due to regional expenses actual higher than estimated</i>		
012451/511800	Electrical Inspector Salary & Wages	\$ 25,000.00	
012411/511900	BUILDING:Salary & Wages		\$ 25,000.00
	<i>Deficit due to more part-time hours required to fulfill requests</i>		
014232/553000	Snow & Ice Public Works Supplies	\$ 141,559.88	
014232/527000	Snow & Ice Rentals & Leases		\$ 46,850.00
019142/575010	Group Health Ins - Town Ret.		\$ 94,709.88

REQUEST FOR BUDGET FY 2023 TRANSFER

MGL CH. 44s/s 33B

Date 6/13/2023

Board of Selectmen
Finance Committee
Town of Harwich

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

015421/514000	Youth Counselor Longevity	\$ 152.72	
015421/515000	Youth Counselor Vacation S&W	\$ 13,128.36	
011482/515000	Vacation S&W		\$ 13,281.08
	<i>Deficit due to unexpected vacation expenses</i> #2		
015421/515005	Youth Counselor Sick Leave Buyback Retirement	\$ 16,701.77	
011482/515005	Sick Leave Buyback Retirement		\$ 16,701.77
	<i>Deficit due to unexpected retirement expenses</i> #3		
019132/517200	Unemployment Compensation	\$ 30,000.00	
011221/511999	Selectmen: Estimated Wage Adjustment		\$ 30,000.00
	<i>Deficit due to unforeseen unemployment expenses and new processing system. Final June bill will not be known until July</i>		


Finance Director/ Town Accountant


Town Administrator

Action of Finance Committee

Action of Board of Selectmen

Date of Meeting 6/13/23

Number of present & voting 7

Number of present & voting _____

 6/13/23
Chairman, Finance Committee Date

 6/26/23
Chairman, Board of Selectmen Date

TOWN OF HARWICH - LIVE DATA



FY23 YTD BUDGET REPORT

FOR 2023 11								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD	ENCUMBRANCES	AVAILABLE	PCT	
0100 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	EXPENDED		BUDGET	USED	
015421 YOUTH & FAMILY SERVICES S&W								
511900 SALARIES & WAGES								
015421 511900 SALARIES & WAGES	94,955	7,235	102,190	92,657.26	.00	9,533.02	90.7%	
TOTAL SALARIES & WAGES	94,955	7,235	102,190	92,657.26	.00	9,533.02	90.7%	
514000 LONGEVITY								
015421 514000 LONGEVITY	2,849	95	2,944	3,096.68	.00	-152.72	105.2%	
TOTAL LONGEVITY	2,849	95	2,944	3,096.68	.00	-152.72	105.2%	
515000 VACATION SALARIES & WAGES								
015421 515000 VACATION SALARIES	0	0	0	13,128.36	.00	-13,128.36	100.0%	
TOTAL VACATION SALARIES & WAGES	0	0	0	13,128.36	.00	-13,128.36	100.0%	
515005 SICK LEAVE BUY-BACK@RETIREMENT								
015421 515005 SICK LEAVE BUY-BA	0	0	0	16,701.77	.00	-16,701.77	100.0%	
TOTAL SICK LEAVE BUY-BACK@RETIREMENT	0	0	0	16,701.77	.00	-16,701.77	100.0%	
515007 SICK LEAVE BONUS PER CONTRACT								
015421 515007 SICK LEAVE BONUS	350	0	350	.00	.00	350.00	.0%	
TOTAL SICK LEAVE BONUS PER CONTRACT	350	0	350	.00	.00	350.00	.0%	
TOTAL YOUTH & FAMILY SERVICES S&W	98,154	7,330	105,484	125,584.07	.00	-20,099.83	119.1%	