

SELECTMEN’S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:45 P.M.

Regular Meeting 6:30 P.M.

Monday, October 25, 2021

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Pursuant to MGL,c.30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town’s bargaining position and the chair so declares;
- B. To Review Status of Litigation Involving the Town and strategy with respect thereto, The Chair has determined that discussion of litigation matters in open session may have a detrimental effect on the litigation position of the Town. The following cases will be discussed; Winston and Plunkett v. The Planning Board and the Royal Apartments LLC, et al.
- C. Pursuant to MGL c.30A, §21(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 public body; Joint Meeting of the Board of Selectmen with Recreation and Youth Commission

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

- A. Vote to approve Board of Selectmen Meeting Minutes – February 3, 2020
- B. Vote to approve an owner’s Local Initiative Program Refinance Request for their home at 5 Stevens Way
- C. Vote to approve a Caleb Chase request in the amount of \$1000.00
- D. Vote to approve a Caleb Chase request in the amount of \$1000.00

VI. NEW BUSINESS

- A. Discussion on Departmental Revolving Funds as related to:
 - a. Independent Auditor Powers and Sullivan Report on the Town’s Revolving Funds
 - b. Bureau of Municipal Finance Law Informational Guideline Release (IGR) N. 21-23 September 2021 regarding Departmental Revolving Funds Reporting Requirements
 - c. Fiscal Year 2022 First Quarter Departmental Revolving Fund Reports
- B. Update and discussion with Town Planner on the Local Comprehensive Plan (LCP) – planning committee ideas
- C. Discussion and possible vote to hold a disciplinary hearing for alleged violations – Perks – 545 Route 28
- D. Discussion and possible vote to appoint the Town Administrator to be the Hearing Officer for disciplinary Hearing for Perks
- E. Discussion and possible vote to approve gift to the town supporting the Crowell Barn landscaping plan
- F. Discussion and possible vote to approve and sign the Fiscal Year 2022 Sewer Rate Relief Fund application
- G. Discussion and possible vote to approve and sign the grant agreement with Barnstable County on behalf of its Economic Development Council acting through the Cape Cod Commission license plate application
- H. Discussion and possible vote on the conveyance process to convey town lands under 2019 Annual Town Meeting Article 61 to the Affordable Housing Trust

VII. OLD BUSINESS

- A. Discussion and possible vote to approve the revised Monomoy regional agreement language as presented and request article be put on annual town meeting warrant
- B. Discussion and possible vote – Harwich Energy Committee to Harwich Utility and Climate Action Committee and update charge to reflect

VIII. CONTRACTS

- A. Discussion and possible vote to approve a contract with Musco Sports Lighting in the amount of \$183,642.00 for lights at Brooks Park.
- B. Discussion and possible vote to approve a contract extension agreement with Robert B. Our Company for Catch Basin Replacement and Drainage Infrastructure Installation. Contract is for unit price work not to exceed \$394,200.00.

IX. TOWN ADMINISTRATOR’S REPORT

X. SELECTMEN’S REPORT

XI. CORRESPONDENCE

XII. ADJOURNMENT

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

Authorized Posting Officer:

Ellen Powell, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
October 21, 2021

PUBLIC
COMMENTS /
ANNOUNCEMENTS

Free COVID-19 Testing

This clinic is for attendees of the Harwich Special Town Meeting

Tuesday, October 26, 2021

3:00 p.m.-5:00 p.m.

Drive Behind Harwich Public Safety Building

175 Sisson Road

BinaxNOW Antigen Tests

No appointment necessary

No prescription needed

Drive-Through Testing

Please contact Town Administration with any

questions-508-430-7513



Public Health
Prevent. Promote. Protect.

CONSENT AGENDA

MINUTES
SELECTMEN'S MEETING
GRIFFIN MEETING ROOM
Monday, February 3, 2020
6:30 P.M.

SELECTMEN PARTICIPATING: Larry Ballantine, Stephen Ford, Donald Howell, Michael MacAskill, Edward McManus.

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers.

CALL TO ORDER

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen. He explained he first called the meeting to order at 6:15 pm for an Executive Session, in which they discussed the litigation as refers to Kent M Sargent and the Town of Harwich. He said that they have decided to move ahead with this and it will come back.

WEEKLY BRIEFING

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

Mr. Joseph Powers, Interim Town Administrator, said that the first update is from Phase 2, Contract 1, which is the work being done by Robert B Our. For the week of February 3rd, Mainline Sewer Crew # 1, will continue gravity sewer installation on Old Heritage Way and Mainline Sewer Crew # 2 will be continuing installation on Route 137, which necessitates detours. For the two week look ahead, week of February 10th, the Mainline Sewer Crew # 1, will continue gravity sewer installation on Old Heritage Way, progressing to Liberty Trail and Mainline Sewer Crew # 2 will continue installation on Route 137. This is work that will require extended hours to set a deep sewer manhole, for the week of February 10th, and detours are still necessary. The three week look ahead for, week of February 17th, Mainline Sewer Crew # 1, to continue gravity sewer installation on Liberty Trail and progressing to Spence's Trace, and Mainline Sewer Crew # 2 will continue installation on Route 137, with detours.

B. Sewerage Work Improvement Phase 2 – Contract #2 – Construction Schedule

Mr. Powers provided the update for the work, to be performed by RJV. For the week of February 3rd, they will be working on installing sewer on Cemetery Road, which means the road will be closed between Route 137 and Church Street. The week of February 10th they will be installing sewer on Sou'West Drive, with road closure between Route 137 and Church Street. The week of February 17th they will continue on Sou'West Drive with road closure again between Route 137 and Church Street.

PUBLIC COMMENTS/ANNOUNCEMENTS

A. Mr. Howell announced sadly that the town had lost another icon, Ms. Marguerite Marion. He said that she was involved in all manner of Town activity, including; Conservation Commission, Board of Health, a huge advocate for the Chase Library, and most recently gave the Herring Run reports at Town Meeting. They will all miss her.

B. Chief Norm Clark, Harwich Fire Department, said it is nice to go to Station 2, which has been open for one week. It has gone well and he thanked the Board and the tax payers for their support. Also, he said he was made aware of a young lady in sixth grade at Monomoy that has taken it upon herself to help with relief efforts for the fires in Australia. He said they have been devastated there and even more devastation for the animals. Mr. Clark said that this young lady is his granddaughter, and he asked if she could speak to the Board.

Ms. Samantha Clark, student at Monomoy Middle School, announced that she is making bracelets to help support WIRES Wildlife Rescue. She explained that WIRES is the largest non-profit wildlife rescue organization in Australia. Their mission is to actively rehabilitate and preserve the wildlife after the damage and devastation caused by recent wildfires. Ms. Clark wanted to find a way to help the animals and is using her love for making bracelets as a way to help. She said that 100% of the funds will go to support WIRES, and she has already raised \$450. She said that people can purchase a bracelet for \$15 and they can message her on Instagram, email her, or reach out to her dad, who is officer Tom Clark, who is the school resource officer at Monomoy. Information will also be placed in the Administration office at Town Hall.

- C. Ms. Carolyn Carey, Director of the Community Center, said that it was a great Super Bowl Sunday, and thanked the people that came. She said that also on Wednesday is the then and now, at 3:00 p.m. at the Community Center.
- D. Mr. McManus said that since he is in the audience, he wanted to announce that Mr. Alan Hall, a longtime resident of Harwich, is now going to be the facilities manager of Outer Cape health Services. He thanked Mr. Hall for taking the job.
- E. Ms. Jamie Goodwin, Station Manager, Channel 18, said that she wanted to remind everyone to sign up for the new emergency alert system. She said that the information is on the town's website and if they have any trouble they can email her directly at jgoodwin@@town.harwich.ma.us. She will also be at the birthday celebrations at the Community Center, and can personally help sign anyone up.

CONSENT AGENDA

- A. Minutes:
 - 1. June 17, 2019 – Regular Session
 - 2. August 12, 2019 – Regular Session
- B. Vote to Approve the referral of Zoning Amendment to the Planning Board pursuant to MGL c.40A, Section 5 regarding Expansion of Industrial Zoning District off Queen Anne Road
- C. Vote – Annual Auto License Renewal 2020 for Bassil Brothers, Inc. dba Harwich Port Getty
- D. Vote – Annual Auto License Renewal 2020 for Sam's Auto Repairs and Sales, dba Sam's Automotive Center

Mr. Howell requested that they hold Minutes, June 17, 2019 - Regular Session.

Mr. Ford moved to approve Minutes August 12, 2019 – Regular Session, the referral of Zoning Amendment to the Planning Board pursuant to MGL c.40A, Section 5 regarding Expansion of Industrial Zoning District off Queen Anne Road, the Annual Auto License Renewal 2020 for Bassil Brothers, Inc. dba Harwich Port Getty, and the Annual Auto License Renewal 2020 for Sam's

Auto Repairs and Sales, dba Sam's Automotive Center . Seconded by Mr. MacAskill.

All in favor, motion carried by unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS

A. Draft - Cape Cod Regional Technical High School Draft FY2021 Budget

Mr. Sanborn said that he is there to present the 2021 budget for Cape Cod Tech. He said that it is in draft form, but he does not see it changing, as it goes to full committee, and a public hearing in February. He said that he is bringing good news to the Town of Harwich, although he never thinks it is good news when there are less students at their school from any town. However, financially, it is good news. Mr. Sanborn said before he goes on, he wanted to say a couple of words about the passing of Mr. Lee Culver. He said that Mr. Culver was a long time member of the school committee and was someone who was extremely supportive and always willing to do something for the youth. He said that they will miss him at Cape Cod Tech, and they are going to make sure that everyone from his family will be at the ribbon-cutting in September or October.

Mr. Sanborn said that he is also joined by Mr. Bob Furtado, Vice Chair, School Committee, who is from Harwich and a former auto tech teacher at the school. He is very happy to say that their overall enrollment had a spike of 46 students, after several years of declining enrollment. He said that they also made some changes to their admissions process, which had some positive impacts, but also the excitement about the building has helped things. Mr. Sanborn showed the pie chart, which shows that the enrollment for Barnstable is still significantly the largest part of their enrollment at 31%, followed by Yarmouth. He said that the numbers for Harwich composes 9.4%, which is down almost 3% over the last several years. He said that he is presenting to them a 2.76% increase with that forty increase of students \$15,504,000. He said that they have been good stewards of the taxpayers money over the last many years. From FY14, they have never been over 3%, with the exception of FY16, when they asked for money for the Stabilization Fund, of \$250,000, so that is why that is 4.49%, and that went righto the feasibility study for the facility.

Mr. Sanborn said that they are still getting the vast majority of their funds for the budget from the citizens of twelve towns through the through the assessment process, which is over \$12,000,000 this year. He shared a chart, *Revenue Source vs. The Operating Budget*, which showed that as the operating budget rises, so does the assessments, because State Aid and Local Revenue are pretty paltry. He said that they are devoting a decent amount from their excess and deficiency fund and they had given some money back to each Town last year, because they had gone over the 5% limit on the excess and deficiency. Next her shared the *Revenue Source vs. The Operating Budget* slide, which is the history of the operating budget. He said that they are at a high point in local revenue, and that is because they going to devote some more of excess and deficiency to this budget, which really makes assessments go up a little less then 2.76%, which overall is 2.64% as the final number. Mr. Sanborn provided an overview of what the money is used for, and said that 35% of the money is for the teacher salaries, and salaries and benefits are the vast majority of a school budget. He said that they have great news from Cape Cod Municipal Health Group this year, where it will likely be a 0% increase, it is not official, but that is what they are anticipating. Mr. Sanborn said that he wanted to mention the Retiree Benefits, because Cape Cod Regional Technical High School has taken a serious look at the unfunded liability represented by retirees health insurance. They have over \$18,000,000 of unfunded liability and they have adopted a policy, in this budget, and they are devoting \$150,000 to that. They are a member of the Plymouth County OPEB Trust, and they are investing the money for the purpose of trying to fund the unfunded liability, and their current plan working with actuaries, has that unfunded liability expiring in 28 years. Therefore, they are going to increase that amount they are putting in the budget every year, until it gets to \$300,000. If Barnstable County ever becomes fully funded, the assessment that we pay to Barnstable County which is also in this budget, represented by retirement, which is 3.2% of the budget, that money will also be devoted to eradicating the unfunded liability for retirees health insurance. He said that they had just met with the Plymouth County OPEB Trust, and they had good results with their investments and the economy and have \$1.4 million balance, as of today. They actually have more retirees, then they do active employees, about 135 retirees, and 99 employees. Mr. Sanborn said that the increase is mostly in salaries, they had come to an agreement with their unions, and it is a 3.26% overall budget. He explained that they had to make some adjustments for cost of living and making salaries on par with surrounding towns, and also some positions previously funded by grants have now gone into this budget. Materials and Services have gone up a little bit, and they also just signed a

new five-year contract with Cape Destinations from Harwich, which is a fixed contract and the entire increase is being absorbed in this budget. He said that this sums things up and they have decreased their capital budget, and they don't anticipate a lot of costs in the beginning of the new school year. He said that budget drivers obviously, as he already covered are the salaries and benefits, which are 76% of the entire budget. Mr. Sanborn said that they have two assessments; and on the operating side for the budget, he just presented the Town of Harwich, a \$1,178,798 assessment that is down from the previous year by about \$240,000. Then they also have the assessment for the building; which is a 20-year term, at 3.3% interest level, which leads to a declining debt schedule over those twenty years. They are in year two of this schedule, with \$6,260,000 in total for the twelve towns, and their portion of that this year is \$589,481. He said that is a decrease, he believes in both, because the amortization schedule decreased, and it is also a portion by enrollment percentage of the previous year, which is decent news for the Town of Harwich in this budget year.

Mr. Sanborn said that they do a graduate follow-up study, which is done one year after graduation. They had 119 students out of the 137 graduates respond, which is a 92% response rate. He shared a chart which showed that they had 10 students that went into the Military, 51 were employed related to their shop, 38 students went on to further education, 16 students were employed, one student unemployed, and two were not in the labor force. He said that they also added another question, which he is asked often, is if the students remain on Cape Cod. He said that one year after graduating 84% of them responded that they are still on Cape Cod.

Mr. Sanborn said that they are slated to move into the new facility in June and will be having a meeting on Wednesday with a company called Rentacrate, who is supplying the crates for moving their stuff. he said that when they presented this, it was a \$128,000,000 project, and right now it is a little over \$121,000,000. They are under budget, and they are ahead of schedule. He said they are a little behind on closing the envelope, which he is concerned about, but he is told they are still on track for a June entry and students starting in September. Mr. Sanborn said that they are looking at two community events, one being a ribbon cutting, and the second being an open house for the towns. He said that he would like to thank all of the taxpayers for their overwhelming support of this project and all the boards in Harwich who have always been very supportive of the school.

Mr. Howell said on behalf of their beleaguered taxpayers I love hearing words like holding the line and under budget so appreciated Lee that part of the presentation I have two questions there's some related you're in front of us so when the new building was put out there unlike the relationships with the districts because of the way the tech was created there wasn't the possibility of going town by town to approve the override for that

Mr. Sanborn said that is correct.

Mr. Howell asked if there has there been any subsequent discussion about amending that agreement at all?

Mr. Sanborn said no there has not.

Mr. Howell said he will put his two cents in, and said that he thinks it would be a terrific thing to look into because it's an anomaly it's not the same as we treat other things, so in town meeting if you stick around here long enough to meet a meeting is a real big deal and finally be remiss if I didn't make my annual appeal to you about when we're putting Jimmy Marceline's name on the lobby or the foyer or something because without Jimmy there's no tech building

Mr. Sanborn said yes and I've agreed with his assertion and I don't have an answer for you right now and he has heard that from others.

Mr. McManus said that he has been up touring the construction site and he is very impressed.

Mr. MacAskill said he has no real comments, just thanked him for the simplicity of the presentation

Mr. Ford said that he agreed with Mr. MacAskill and said that the presentation format makes it easier for the taxpayers to look at. He said that they are all trying to accomplish the same task, with everything that they do, to make this kind of information more understandable and easily presentable. He said that they are big numbers, and obviously the taxpayers are very concerned about where they are headed as a town, and the impact it's having on their ability to pay their taxes.

Mr. Sanborn said to Mr. Ford's point, they want the school to be a larger community resource, and there are many services where taxpayers can save money, such as, meals, haircuts, or a scratch and dent fix.

Mr. Ballantine said he agrees and he had one observation, that the state agency has been flat for the last four or five years.

Mr. Sanborn asked if he has heard of "hold harmless"? He said that for the first time in years, they were not held harmless, and he is not sure if Mr. Ballantine is talking about the Student Opportunity Act money that came in, which is supposed to help schools within gateway cities, and also students that are economically disadvantaged, with special ed costs, health insurance costs. If they are able to make some progress in going past hold harmless, that will be with the Student Opportunity Act, which will be phased in over seven years. He said that it remains to be seen if it's going to be a good influx of revenue for them, his hunch is it won't be, most of that money is going to the gateway cities.

Mr. Ballantine said he has one question about a line item he had listed as building leadership, can he explain what that is for?

Mr. Sanborn said that it is going to be for people like himself as the Superintendent, the Principal and Vice Principal. He said in total they have seven Administrators, and it is for building leadership for those individuals, their support staff and the treasurer of the district is also included in those numbers.

Mr. Ballantine asked if the implication is a function to interact with students, or just internal administration?

Mr. Sanborn said that out of the seven, five of them are directly in contact with the students all of the time. He said that he also happens to be in the building with the students, and in direct contact all of the time, which he likes, and said that it makes it a much more exciting environment.

Mr. Ballantine asked about the dental assistant instructor, and said he thought that the program was leaving?

Mr. Sanborn said that he is glad he brought that up, and said that they have a Dental Assisting Program, and that is the teacher for that program. He said

that the students would go to the Ellen Jones Dental Center, which is in our facility right now right. However, that will be moving to Patriots Square, and the students will then have to get in a van and go one exit down to Patriot's Square, to do their internship. He said it is a win-win for both organizations.

Mr. Ballantine asked if there were any other questions, and thanked Mr. Sanborn for the great job.

NEW BUSINESS

A. Vote to approve New Annual Common Victuallers License for Beachlight LLC dba The Seal Pub and Café

Mr. Powers said that this item, and the next one, are related to the establishment formerly known as Reds, and is now known as the Seal Pub and Café. He said that last week, they received the liquor license and now they are just looking to close the Common Victuallers and the entertainment.

Mr. MacAskill said that he had the same question again on the entertainment, and he thinks it is a discussion that they need to bring back. He said that when the Police Chief was before them, he had discussed 12:00 am, being his ideal time to shut down entertainment. He said he is not sure what Reds permit was, but he thinks they need to bring it back and there should be a time when the music stops, the lights go on and the people start to filter out. He said he is not going to hold it up, but he thinks they need to follow up with this.

Mr. Ford asked to confirm if this is for inside or outside. Mr. Ballantine and Mr. MacAskill confirmed it was for inside.

Mr. Howell said that even if it is inside, they generally have a statement about noise not emanating from a facility and that is not there.

Mr. MacAskill moved that they approve the New Annual Common Victuallers License for Beachlight LLC dba The Seal Pub and Café. Seconded by Mr. Howell.

All in favor, motion carried by unanimous vote.

- B. Vote to approve New Entertainment License for Beachlight LLC dba The Seal Pub and Café; Weekday Monday through Saturday 6:00 Am to 1:00 AM – recorded music, acoustic live music and occasionally karaoke

Mr. MacAskill moved that they approve the New Entertainment License for Beachlight LLC dba The Seal Pub and Café; Weekday Monday through Saturday 6:00 Am to 1:00 AM – recorded music, acoustic live music and occasionally karaoke, with the noise not to leave the premises. Seconded by Mr. Howell.

All in favor, motion carried by unanimous vote.

- C. Vote to approve Change of Manager at Main Street Quik Pik, Inc., From: Bahecharbhai Patel – To: Alay G. Patel

Mr. MacAskill moved that they approve the change of manager at Main Street Quik Pik, Inc., as presented. Seconded by Mr. Howell.

Mr. Ballantine said that this notice has the approval of all the proper authorities in town.

Mr. Howard Cahoon, Attorney, said he was there representing Main Street Quik Pik, Inc., and thanked them for the motion. He said that they are there to answer questions, and pointed out that the agenda did not reflect the correct manager of record, who is Anil Patel.

Mr. MacAskill said that he will restate his motion. Mr. Howell removed his second.

Mr. MacAskill moved that they approve the change of manager at Main Street Quik Pik, Inc., from Anil Patel to Alay G. Patel.

Mr. Powers said that he did not wish to dispute anything that has been said, and certainly not the change to the new owner. However, he is not sure that the current manager of record comports with their files.

Mr. MacAskill said that he adds to his motion that it is with a conditioned approval of the Town Administrator. Seconded by Mr. Howell.

All in favor, motion carried by unanimous vote.

- D. Vote to approve the recommendation of Harwich Conservation Committee Chairman, Brad Chase to accept the request of Paula McGuire to step down as a full commissioner and become an alternate commissioner
- E. Vote to approve the recommendation of Harwich Conservation Committee Chairman, Brad Chase to appoint Ernest Crabtree from alternate commissioner member to full member

Mr. MacAskill moved to approve the recommendation of Harwich Conservation Committee Chairman, Brad Chase, to accept the request of Paula McGuire to step down as a full commissioner and become an alternate commissioner, and Ernest Crabtree from alternate commissioner member to full member, as stated in items D and E above. Seconded by Mr. McManus.

Mr. Howell asked if the motion and specified with the term to expire, to complete the term for the resignation? Mr. MacAskill confirmed. Mr. Howell seconded.

All in favor, motion carried by unanimous vote.

F. Personnel Update

Mr. Ballantine thanked Mr. Powers for the information he had provided and said that this was a request from Mr. MacAskill and they agreed to get an update on vacancies.

Mr. Powers read through the list of positions and said that the first one is for Support Staff Supervisor and he confirmed that an advertisement will appear in the Chronicle on Thursday. He said that they are also in the process of receiving applications for Van Driver for Council on Aging and a Program Aid at the Cultural Center. He said that he has not received any updates on the part-time Weight Room Attendant, and beyond that he is working with Public Safety on next steps for the Emergency Management Director.

Mr. MacAskill asked when the ad was published for the weight room and program aid positions?

Ms. Carolyn Carey, Director of the Community Center, said that an ad was not placed in the paper, but it went out internally. She said that it went on the

Town's website, and was posted internally within the building. They are looking to put it on Indeed, but it has not been posted in the local newspaper.

Mr. Powers said that he will follow up with Mr. Loughton, he thought the reference was that an ad was published, but perhaps he was referring to the website.

Mr. MacAskill said that he knows in the past, they used to post internally, before posting in the paper, but he thought that had changed that to be simultaneous?

Mr. Powers said that when it comes to HEA positions it's supposed to be simultaneous and confirmed he will be following up to get them posted in the paper.

G. Procurement Update

Mr. Powers said that they have in the packet a two-part document and the first page is the procurements that have been completed within this fiscal year. He said that the second document is what is considered to be procurements that are either in process or that the Administration Department is aware of through actions such as Town Meeting votes, or articles, and they are pending more information.

Mr. Ballantine asked what Mr. Powers sense is on catching up with this?

Mr. Powers said that he thinks the completed page speaks for itself, and that Mr. Loughton and Mr. Ryder are making headway from where they were several months ago. He said that they are still trying to balance what they have for procurements that they are aware of and the ones that may arise from unexpected needs or actions. Mr. Powers said that they are meeting regularly and they are continuing to process the procurements.

Mr. MacAskill said he did not have questions on this, but wanted to go back to personnel. He asked if they could get a list by departments of what positions were open and had been approved in the budget?

Mr. Powers confirmed this and said that he had reached out to Department Heads and advised them if they had any open positions, they needed to get that information through to Administration. He said what they see there are

the responses that they have gotten from Department Heads. He said that other ones that are related to pending retirements, they are still waiting for documentation from staff before they can fill those. There is also one particular assistant department head position they are struggling with the search process, but they can will identify all of the open positions that are approved, and not yet in process.

Mr. MacAskill asked if he can include the summer/seasonal positions in that list?

Mr. Powers confirmed.

H. Discussion & sign letter to Coast Guard RE: A proposal opposing the disestablishment of the Chatham Beach Lighted Whistle Buoy C (LLNR 520)

Mr. Powers said that what is here is the strong efforts of their Harbormaster, John Rendon. He said that Mr. Rendon did this in collaboration with Stuart Smith, Chatham Harbormaster. He said that he believes it succinctly captures what they would want to say and what the Town of Chatham is looking for.

Mr. MacAskill moved that they approve to support the letter and sign it. Seconded by Mr. Howell.

All in favor, motion carried by unanimous vote.

CONTRACTS

A. Procurement Update

1. Vote to Approve SEMASS Municipal Solid Waste Disposal Agreement

Mr. Powers said that they have the SEMASS Municipal Solid Waste Disposal Agreement proposed. He said that they may recall their DPW Director was there previously, and they had voted for two different contracts and had a placeholder contract for the month of January. However, the vendor has been gracious and working with them. What they have in the packet is a contract that conforms to the Town of Harwich's language and requirements. It has been vetted by staff and is presented for their approval. He noted that the form used by council

is different than the standard 30B, so it did not have the section for funding. However, that has been approved by the accountant, and finance director, and still stands.

Mr. Ballantine asked if Mr. Powers could remind them what they are agreeing to in terms of cost?

Mr. Powers said he would defer that to their DPW Director.

Mr. Lincoln Hooper, DPW Director, said that the costs are on the last page of the document which state:

January 1, 2020-December 31, 2020 \$90.00/Ton

January 1, 2021-December 31, 2021 \$94.50/Ton

January 1, 2022-December 31, 2022 \$99.25/Ton

He said that he previously recommended a single year contract, and is the same contract that Covanta had signed with other communities. He said there is no put-up provision, meaning that if they don't send it there, there is no penalty for it. Therefore, there is no reason not to sign a multi-year contract, and if they find a better price elsewhere, they are under no obligation to ship them anything.

Mr. MacAskill said that he had one question, and asked if that needed to be on a 30B contract?

Mr. Powers said if he is remembering correctly, the solid waste is exempt from procurement, and as the DPW Director mentioned, this is a form that was constructed by KP Law, and they have used it in a number of municipalities. He said also, it is a form that SEAMASS is going to be comfortable signing.

Mr. MacAskill asked to confirm that it is exempt from procurement. Mr. Powers said yes.

Mr. Hooper said that he would be remiss if he didn't tell the Board that when he was there in December, he had said that they were going to sign two separate contracts; one with New Bedford Waste and one with SEMASS. He said that when Mr. Robert Lawton, Acting Assistant Town Administrator, had sent the contracts to KP Law, they essentially rejected the New Bedford Waste contract. He said that he has since put

the New Bedford Waste into the SEMASS contract, the same form they have before them. He said that Mr. Lawton is vetting it now and he hopes to have that before them in a week or two.

Mr. McManus moved that they approve the SEMASS Municipal Solid Waste Disposal Agreement, to extend to December 31, 2022. Seconded by Mr. Ford.

All in favor, motion carried by unanimous vote.

OLD BUSINESS

A. Budget/Warrant Timeline FY 2021

Mr. Powers said that Town Meeting is in 90 days from tomorrow. He wanted to draw out of this, as they can see on the timeline, that next week is his presentation of the budget, and the budget message to the Board with the Finance Committee present.

B. Town Administrator Screening and Search Process

1. Draft – Screening Committee Charge
2. Draft – Position Profile
3. KP Law Open Meeting Law Review

C. Next Steps – Hiring Town Administrator Search Firm

1. Scope of Search – Discussion and possible vote

Mr. Ballantine said that they have been circulating several drafts and he has sent those to the search committee, and various people in town, as well to get their input. He said that it is not confidential and he wants it out there as much as possible, and wants it to be transparent.

Mr. Howell said that he believed when they talked at the last meeting, they conceptually had agreed to a kind of funnel arrangement. He said that what he sees happening, unless he misunderstood last week, is they aggregate these things and then they categorize them. Such as, the first third over here, or highly qualified and then the ones they don't deem as qualified. However, he said that they can't start pulling things out before their committee sees them, that is what they agreed to, right? He said that somewhere along the line, some

of this text has to change to be consistent. Their job is not to take things and pull them out, so they only get half, or two thirds.

Mr. Ballantine said that is what the charge is for them to do.

Mr. Ford said that they would indicate the levels, but they would not be excluded from seeing any of the resumes.

Mr. Howell said that he had just wanted to hear that.

Mr. Ballantine said that the other draft he has circulated is on the position profile. He said that KP Law had given them their document that they used in Provincetown, and he circulated a draft and his modification to that document. He said that his change was to change the focus somewhat, and focus on the consulting firm that they hire on recruitment, and have them be the primary screeners. He said that he thinks they have a very qualified search committee and they did a great job with their appointments. He also thinks that will save them some money by not asking the consulting firm to do that. He said that they will help organize it. He said that his intent is that they all agreed that they want all applicants to be available to them, so that they can look at them. Mr. Ballantine said that they had some discussion about the need to be careful because of confidentiality, and right now they will put all the applicants resumes into the controlled room, and then they will be able to look at them, and ensure they are kept confidential and protected. Mr. Ballantine said that they need to get a letter to the search committee to confirm they need be sworn in. He said that they can do that at the initial meeting and is hoping they can schedule that and then possibly a week they can host the inaugural meeting. He said at this rate he will keep the documents a draft for another couple of weeks and once the search committee is sworn in and going, they can take a vote on each of them.

Mr. MacAskill said that he is not sure how much more tweaking they need to do and his only comment is what they just got done talking about, on reviewing the resumes. He said that they have reviewed this for three weeks now, and none of them have really offered any change. He asked why they don't just vote on this, so it can start moving along? He said he is getting a little nervous about the timeline. Mr. MacAskill said that he has also received several comments by other people in the public, that if they are going to finish this last minute, before the election, it should go to the next Board. However, his bigger concern is getting the request for quotes from the search

committees. He said that to him, it is more important than nailing this down, and this week they have to issue a request for quotes for the search firm.

Mr. McManus moved that they issue a request for quotes to search firms for the Town Administrator search process. Seconded by Mr. MacAskill.

Mr. Ballantine asked if there was any more discussion, otherwise they will get that out. He said he was working with Mr. Robert Lawton, Acting Assistant Town Administrator, on this.

Mr. Howell said he does have one comment, that it needs to be explicitly stated somewhere, because that's the scope of the contract, what they are asking them to do. He said that they are asking them to receive, rank, and then deliver. They're not delivering semi-finalists, they're delivering everything ranked, that's a different statement.

Mr. McManus said that he will add it to his motion for the firms to place their quotes based on the scope of work that they will rank all of the applications and deliver all of the applications to the search committee. Seconded by Mr. Howell. Mr. Ballantine asked if they are all in agreement and said that he will add that and they will get it out.

All in favor, motion carried by unanimous vote.

Mr. MacAskill asked if they could go back to the position profile, because that is an important thing for the search committee, screening committee and residents of the town. He asked how close they were on voting the profile?

Mr. Ballantine confirmed that he had all of the comments on that.

Mr. McManus moved that they approve the draft position profile. Seconded by Mr. MacAskill.

Mr. Howell said, also to get it out there, this is neither tilted towards the current acting incumbent, nor would it preclude him from putting in. This was agreed upon by the Board and mentioned for the public to hear.

All in favor, motion carried by unanimous vote.

Mr. MacAskill said he had one more item, which is on the agenda, for KP Law open meeting law review. He asked if they could schedule a date, and have their search committee go through what open meeting law is, confidentiality, and everything that's important to this committee. This is a sensitive personnel thing, and some have a lot of experience in what they are talking about, and others may not.

Mr. Ballantine said that they can do that, and feels that the committee members have experience and talent as well.

Mr. Howell said when he was on the County Administrator selection committee, a few years ago, they had the County Council in and they gave them a ten minute presentation. He said that was mainly because there's a presumption on the part of people, who put in for this, that unless they get to the finalist round, they don't want their names divulged because it could compromise their careers.

Mr. McManus said that he thinks it is a good idea to have someone from KP Law there, and said that he remembers Mr. Giorgio indicating that their services included a certain number of trainings for committees.

Mr. Ballantine said he will do that.

TOWN ADMINISTRATOR'S REPORTS

A. 276 Queen Anne Road Update

Mr. Powers said that they may recall after the Town Meeting action, that 276 Queen Anne Road was presented to all municipal departments, as surplus to see if there was a need. He said that on January 17th, the Water/Wastewater Superintendent presented to the Real Estate and Open Space Committee, indicating that the Water Department was interested in perhaps securing that property for relocation of administration and supplies. Mr. Powers said that the end result of that was that Real Estate and Open Space voted unanimously to retain the property for municipal use, but didn't make any specific recommendations. Therefore, the update at this point is simply that there is a demonstrated need for it to be used for municipal purposes, and he would recommend that it not go further in the surplus process. He said that means

that it is not to be offered to the general public, and that it still remains in the condition in which it is for further evaluation.

B. 203 Bank Street Update

Mr. Powers said that there was a mutual conclusion for the Garden Club, who partnered with the Episcopal Church in Harwich Port to host their event. He said that it was a nice situation where both parties got something out of it. The church is getting free fertilizer, and the Garden Club is getting access to a property that is unfettered and available. He said that he did offer to continue the discussion with the Garden Club in the future to see if they can bring it back to a municipal property.

Mr. Powers said, as it related to this municipal property, he met with the DPW Director and they reviewed materials that were provided to their Facilities Manager. He said that they may recall an article appropriation of \$60,000 at the 2019 annual Town Meeting, for the purpose of abatement and remediation to that. He said that they have located the report about what chemicals, or other items, might need to be abated or remediated, and will be working with the Harbormaster to begin a process of cataloging items that they may be able to declare as surplus for auction. Mr. Powers said that they will continue to pursue next steps, as far as abatement, before demolition of this location. He said that there had been a rumor circulating that this property is deemed to be historic, and was potentially impacted by the demolition delay. However he was able to confirm with the Chair of the Historical Commission that that is not the case. He said that there is nothing in that regard that would impact this project, and there will be more to come on that.

SELECTMEN'S REPORT

Mr. Ford said that he was remiss in not thanking Mr. Lincoln Hooper, DPW Director, when they were discussing the Solid Waste Agreement. He said it was a great job, in a very difficult environment, to get into it a deal and he did that. Mr. Ford said that he also wanted to thank the Police Department for their quick response to his concern about the traffic, and the speed of the traffic. He said that they already have speed indicators up, so that was fantastic.

Mr. MacAskill asked for an update on the Doane Road property. He said that it has been kicking around the Board for two years and the house had a severe fire in it.

He said that he has had several complaints from neighbors and they keeping hearing stories that it might be sold, or it might not be. However, at some point he knows the building inspector was asked to say whether it was safe or not, and the fence is not completely around the property. He said that he would like to get an update.

Mr. McManus said that he shares Mr. MacAskill's concern. He has been in fairly constant contact with a number of the neighbors, and also with the Building Commissioner. He said that there always seems to be somebody else who's trying to figure out what to do with it, but nobody can seem to put together a deal. At this point it looks like it is going to sit there until it falls on its own.

Mr. Howell said that he will chime also and he has been in contact with people. He said that it is encouraging vermin and a kid can also slide in through the fence. He said that it is an attractive nuisance. Mr. Howell said that the other thing is that tomorrow night at 6:30 pm, the Harwich Trust, in accordance with their bylaws is inviting the Housing Committee to have a discussion about housing needs in town. He said that it is the beginning part of creating an action plan, so anybody who is a stakeholder, whether you're a builder or someone who wants to live in affordable housing, is invited to come partake in the discussion.

Mr. Ballantine asked if Mr. Howell could also bring that back to their agenda, to give an update on the Housing Trust.

Mr. Howell said that it isn't as complex as they may think, but he will bring it back. He said that essentially they are in day zero, because they never had an action plan.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 7:39 pm. Seconded by Mr. Ford. All in favor, motion carried by unanimous vote.

Respectfully submitted,

Lisa Schwab
Board Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

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

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Local Comprehensive Program Refinance Request; 5 Stevens Way

Date: October 25, 2021

The property located at 5 Stevens Way was purchased by Renso and Nitza Hidalgo in 2012 as part of a Local Initiative Program (LIP) through the Department of Housing and Community Development (DHCD). This property is part of a project subsidized by the federal government to assist construction of low or moderate income housing.

As part of the LIP, an Affordable Housing Deed Rider was recorded to run with the property. The Deed Rider contains restrictions against refinancing without the prior written approval of the Monitoring Agent. In this case, the Monitoring Agent is the Board of Selectmen and the DHCD.

The owners have requested that the Board of Selectmen approve their request to refinance their home. The request has been reviewed and preliminarily approved by the DHCD.

Documents required to be submitted as part of this request have been received and reviewed by staff for conformance with conditions placed on this LIP property. One condition states that the refinancing amount cannot exceed 97% of the Maximum Resale Price. I have spoken to the DHCD staff and confirmed that the refinance application meets the limitations of the Maximum Resale Price calculation as well as all other LIP requirements.

After review and consideration, I believe this refinance request meets all requirements outlined in the Deed Rider and I recommend a vote to approve the request.

NEW BUSINESS



Ms. Carol Coppola
Finance Director
Town of Harwich
732 Main Street
Harwich, Massachusetts 02645

100 Quannapowitt Parkway
Suite 101
Wakefield, MA 01880
T. 781-914-1700
F. 781-914-1701
www.powersandsullivan.com

RE: Review of Town Revolving Funds

Dear Ms. Coppola:

As part of our annual audit engagements with the Town, we conduct site visits of various departments for the purpose of documenting the internal control environment relative to the financial reporting activities performed by the department. During the COVID-19 pandemic, in lieu of a physical site visit, we have agreed to do an analysis of the Town's revolving funds. This letter summarizes the procedures performed and related findings. This letter is solely for your information and is not to be referred to for any other purpose or distributed to anyone who is not associated with the Town of Harwich, Massachusetts.

Background:

A departmental revolving fund is a special fund that permits a community to reserve certain fees, charges or other receipts to pay, without appropriation, for the cost of departmental programs or activities from which the fees, charges or other receipts were derived.

Section 8.1 of the Town Code of the Town of Harwich has established 12 revolving funds pursuant to the provisions of MGL chapter 44, Section 53E ½. Expenditures from each revolving fund are subject to the limitations established annually by Town Meeting.

We reviewed the annual spending limits voted for each of the revolving funds for fiscal years 2018 through 2021, the approved revenue sources for each fund, the approved uses for each fund, and any other fund restrictions. We compared the activity in each fund, for each year, to the established spending limits and authorized sources and uses. We also reviewed the activity in each revolving fund for compliance with receipt and spending limits established under MGL chapter 44, Section 53E ½, and we reviewed the Town's compliance with the annual reporting requirements set for revolving funds. Our analysis and findings are described as follows:

Revolving Fund purposes and interaction with other Revolving Funds

Generally, revolving funds can be used when fees are generated by on-going or seasonal departmental programs or activities offered to the public that have regular expenditures and corresponding revenues that can be matched within the fiscal year. A departmental revolving fund may be implemented in addition to or in conjunction with other existing statutory revolving funds, provided that they function in a harmonious manner. A departmental revolving fund may not be used to supersede or limit provisions of other statutory revolving funds.

We reviewed the purposes of each of the Town's departmental revolving funds to determine if they meet the criteria specified by the statute. We also compared the departmental revolving funds to other statutory revolving funds to identify any potential conflicts.

We did not note any conflicts with the purposes of any of the Town's departmental revolving funds. The Town has three revolving funds which can be established under a different MGL.

The recreation revolving fund could also be established under MGL chapter 44, section 53D with local acceptance. The most significant difference would be that under section 53D, any balance over \$10,000 at the close of a fiscal year would close to the general fund.

The wetlands revolving fund could also be established under MGL chapter 131, section 40; chapter 43, section 218 of the acts of 1997 and chapter 194 section 349 of the acts of 1998. Local acceptance is not required. The most significant difference would be that under these respective statutes, expenditures require written approval of the Select Board.

The tax title revolving fund could also be established under MGL chapter 60, section 15B with local acceptance. There were no significant differences noted in the operations of a tax title revolving fund between the two statutes.

Annual Spending Limits

To verify that the revolving funds were within their spending limits voted at the respective Town's Annual Town Meetings, we reviewed the annual Town Meeting votes establishing the spending limits to the annual spending for each revolving fund. We noted exceptions for the recreation revolving fund for fiscal year 2018. We also noted that the spending limit for the recreation revolving fund was increased for fiscal year 2019.

The annual spending limits are listed in the following chart:

Revolving Account	Use of Fund	FY18 Spending Limit	FY19 Spending Limit	FY20 Spending Limit	FY21 Spending Limit	Exceeded Spending Limit
Wetlands	Consultants and wetland and buffer zone management and restoration projects	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	No
Recreation	Recreation and youth programs	\$ 120,000	\$ 175,000	\$ 175,000	\$ 175,000	Yes in FY18
Golf Infrastructure Fund	Cranberry Valley Golf Course Infrastructure including Club House facilities, maintenance facilities	\$ 100,000	\$ 100,000	\$ 140,000	\$ 140,000	No
Council On Aging	Health, recreation, nutrition and education programs	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	No
Golf Pro Shop and Restaurant Lease Revenue	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	No
Community Center	Weight Room Equipment (and repair)	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	No
Albro House	Restorations, maintenance, care and support of town-owned property	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	No
ADA	Interpreter services or accommodations required under ADA	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	No
Sidewalks	Sidewalk improvements including consulting services and construction	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	No

Revolving Account	Use of Fund	FY18 Spending Limit	FY19 Spending Limit	FY20 Spending Limit	FY21 Spending Limit	Exceeded Spending Limit
Tax Title Collection	To offset expenses incurred in connection with tax takings or tax title foreclosures	\$ -	\$ -	\$ 36,000	\$ 36,000	No
Middle School Cultural Center	Funding restorations, maintenance, care and support	\$ -	\$ 100,000	\$ 100,000	\$ 225,000	No
Cemetery	Maintenance, care and support of town cemetery properties	\$ 70,000	\$ 100,000	\$ 100,000	\$ 100,000	No

By-Laws

The by-law or ordinance establishing a departmental revolving fund must specify:

1. The fees, charges or other revenues generated by the program or activity to be credited to the revolving fund;
2. The board, department or officer authorized to spend from the revolving fund;
3. The departmental program or activity expenses for which monies from the revolving fund may be expended without appropriation; and
4. Any reporting requirements the Town may impose.

We reviewed section 8.1 of the Town Code to verify that the required elements were included. There were no exceptions noted. The Town Code did not specify any special reporting requirements.

Revenues

The revenue sources for each revolving fund is established in section 8.1 of the Town Code. Interest earned on monies in the revolving funds accrue to the general fund.

We reviewed the revenue sources authorized by section 8.1 of the Town Code and compared them with the actual revenue credited to each fund. No exceptions were noted in this testing.

The authorized revenue sources are as follows:

Revolving Account	Revenue Source
Wetlands	Notice of intent filing fees
Recreation	Fees from recreation and youth programs
Golf Infrastructure Fund	Surcharge on all green fees and cart fees as well as a portion of golf membership fees
Council On Aging	Fees from health, recreation, nutrition and educational programs
Golf Pro Shop and Restaurant Lease Revenue	Golf lessons, Pro Shop sales and restaurant lease revenue
Community Center	75 % of the fees from use of the weight room
Albro House	Fees from receipts of lease or fees for short-term rooms use and rental
ADA	Receipts of parking penalty fines
Sidewalks	Monies generated from receipts paid to the Town in lieu of sidewalks required to be installed in new subdivisions

Revolving Account	Revenue Source
Tax Title Collection	Fees collected for certain costs, charges, and fees incurred by the Treasurer/Collector and collected upon redemption of tax titles or sales of real property acquired through foreclosures of tax titles
Middle School Cultural Center	Funds generated from receipt of lease or fees collected for short term, year-round, temporary or otherwise, room(s) use and rental
Cemetery	90% of lot sales, 100% of all cemetery services and fees

The annual revenues of each fund are as follows:

Revolving Funds	FY2018	FY2019	FY2020	FY2021
Wetlands.....	\$ 9,349	\$ 9,852	\$ 8,860	\$ 8,483
Recreation.....	150,178	190,697	134,876	96,706
Golf Infrastructure Fund.....	76,369	71,611	50,861	81,362
Council On Aging.....	37,616	42,064	28,205	7,885
Golf Pro Shop and Restaurant Lease Revenue..	203,893	232,427	164,916	132,264
Community Center.....	61,584	75,622	35,107	4,367
Albro House.....	3,620	5,300	6,460	5,700
ADA.....	-	-	-	-
Sidewalks.....	-	3,000	-	16,554
Tax Title Collection.....	-	31,548	16,661	21,340
Middle School Cultural Center.....	119,240	154,459	126,910	155,135
Cemetery.....	72,990	50,315	51,210	70,405
Total Revenue.....	<u>\$ 734,839</u>	<u>\$ 866,895</u>	<u>\$ 624,066</u>	<u>\$ 600,201</u>

Expenditures

Expenditures may not be made from a departmental revolving fund established under MGL chapter 44, section 53E ½ to pay the wages or salaries of full-time municipal employees, unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries paid.

After receipt, monies credited to a departmental revolving fund may be spent by the department having control of the fund. In no event may expenditures be made or obligations incurred in excess of the actual cash balances available in the revolving fund. Expenditures may only be made for the purposes authorized in the annual vote establishing the revolving fund.

We reviewed the authorized use of funds from the Town Code and purposes and compared them with actual expenditures charged to the funds. We verified that no full-time municipal employee wages were charged to the revolving funds, and we verified that expenditures did not exceed the actual cash balance of any of the funds. No exceptions were noted in this testing.

The authorized use of funds are as follows:

Revolving Account	Use of Fund
Wetlands	Consultants and wetland and buffer zone management and restoration projects
Recreation	Recreation and youth programs
Golf Infrastructure Fund	Cranberry Valley Golf Course infrastructure, including Club House facilities and maintenance facilities

Revolving Account	Use of Fund
Council On Aging	Health, recreation, nutrition and education programs
Golf Pro Shop and Restaurant Lease Revenue	Pro Shop expenses, clubhouse and kitchen maintenance, modernization, and lessons instructor
Community Center	Weight room equipment (and repair)
Albro House	Restorations, maintenance, care and support of Town-owned property
ADA	Interpreter services or accommodations required under ADA
Sidewalks	Sidewalk improvements including consulting services and construction
Tax Title Collection	To offset expenses incurred in connection with tax takings or tax title foreclosures
Middle School Cultural Center	Funding restorations, maintenance, care and support
Cemetery	Maintenance, care and support of Town cemetery properties

The annual expenditures of each fund are as follows:

Revolving Funds	FY2018	FY2019	FY2020	FY2021
Wetlands.....	\$ -	\$ -	\$ -	\$ 331
Recreation.....	171,664	189,935	156,051	35,258
Golf Infrastructure Fund.....	-	29,700	139,000	108,200
Council On Aging.....	37,490	39,778	27,314	7,885
Golf Pro Shop and Restaurant Lease Revenue..	254,155	204,655	154,269	156,034
Community Center.....	43,269	38,887	45,047	18,607
Albro House.....	-	-	-	339
ADA.....	-	-	-	-
Sidewalks.....	-	-	-	-
Tax Title Collection.....	706	26,807	20,395	16,647
Middle School Cultural Center.....	14,792	58,699	62,414	144,257
Cemetery.....	53,668	40,577	50,563	49,434
Total Expenditures.....	\$ 575,744	\$ 629,038	\$ 655,053	\$ 536,992

Year-End Balances

The balance of a revolving fund carries over from year to year, unless the by-law or ordinance that created the revolving fund is repealed. If the by-law or ordinance creating a revolving fund is repealed, the balance in the fund reverts to surplus revenue at the close of the fiscal year.

We verified that the balances in each of the revolving funds was carried over from year to year. None of the Town's revolving funds were repealed in fiscal years 2018 through 2021. No exceptions were noted.

The year-end balances of each fund are as follows:

Revolving Funds	FY2018	FY2019	FY2020	FY2021
Wetlands.....	\$ 23,188	\$ 33,040	\$ 41,900	\$ 50,052
Recreation.....	23,621	24,383	3,208	64,656
Golf Infrastructure Fund.....	139,446	181,357	93,218	66,380
Council On Aging.....	13,437	15,723	16,614	16,614
Golf Pro Shop and Restaurant Lease Revenue..	270,819	298,591	309,238	285,468
Community Center.....	212,988	249,723	239,783	225,543
Albro House.....	10,887	16,187	22,647	28,008
ADA.....	-	-	-	-
Sidewalks.....	50,405	53,405	53,405	69,959
Tax Title Collection.....	-	4,741	1,007	5,700
Middle School Cultural Center.....	132,128	227,888	292,384	303,262
Cemetery.....	61,597	71,335	71,982	92,953
Total Ending Balance.....	<u>\$ 938,516</u>	<u>\$ 1,176,373</u>	<u>\$ 1,145,386</u>	<u>\$ 1,208,595</u>

Reporting Requirements

A board, department or officer having control of a departmental revolving fund is required to submit an annual report on the operation of the fund. In a Town, this report must be submitted to annual Town Meeting and the Select Board. For each revolving fund, the report must show the total receipts, the total expenditures for the full prior fiscal year and the total expenditures for the first six months of the current fiscal year.

Conclusions

Based on our analysis of the activity in the Town’s revolving funds for fiscal years 2018 through 2021, we noted an exception in the spending limits for the recreation revolving fund for fiscal year 2018, which has been remedied through an increase in the annual spending limit.

We hope this information is helpful and can be available to discuss these procedures and associated findings in more detail at your request.

Respectfully,



Reneé Davis, CPA, MBA
Partner



Informational Guideline Release

Bureau of Municipal Finance Law
Informational Guideline Release (IGR) No. 21-23
September 2021

DEPARTMENTAL REVOLVING FUNDS

(G.L. c. 44, § 53E½)

This Informational Guideline Release (IGR) informs local officials about the procedures and requirements of departmental revolving funds.

Topical Index Key:

Special Funds

Distribution:

Assessors
Collectors
Treasurers
Clerks
Accountants/Auditors
Mayors/Selectboards
Managers/Administrators/Exec. Secys.
Finance Directors
City/Town Councils
City Solicitors/Town Counsels

DEPARTMENTAL REVOLVING FUNDS
(G.L. c. 44, § 53E½)

SUMMARY:

A departmental revolving fund is a special fund that permits a community to reserve certain fees, charges or other receipts to pay, without appropriation, for the cost of departmental programs or activities from which the fees, charges or other receipts were derived.

The departmental revolving fund is intended for use in connection with ongoing (or seasonal) departmental programs or activities offered to the public on a discretionary basis. In essence, the community would like to offer a program or activity as an amenity but will only do so if it is self-supporting or the cost can be significantly defrayed, i.e., can be paid for by the users. The fee that is charged to users is received specifically to fund the program or activity. These programs or activities have expenses that typically fluctuate with demand, but they can usually be easily segregated from other departmental expenses and paid for with supporting revenues received and on hand during the fiscal year. In other words, there is a match between specific program expenses and revenues attributable to a fiscal year and a direct connection or nexus between the fee and the program or activity. Further, a revolving fund is typically used because the program or activity is often difficult to budget for in the ordinary manner because the extent of the expenditures depends on the demand of the program or activity. Therefore, while the statute is intended to give communities flexibility and allow them to reserve what would otherwise be general revenues to particular purposes and spend them without appropriation, it is not necessarily a vehicle to dedicate every estimated receipt that comes into the community.

For general information about the varying types of revolving funds please see DLS publications “[Revolving Funds Chart - Non-School Department Program](#)” and “[Revolving Funds for School Departments.](#)”

GUIDELINES:

I. AVAILABILITY OF A DEPARTMENT REVOLVING FUND

A. Municipal Departments

A departmental revolving fund may be established under [G.L. c. 44, § 53E½](#) for the specific receipts, fees or charges of a particular program or activity of any municipal department. The revolving fund allows fees, charges or other receipts received in connection with a departmental program or activity to be applied directly, without further appropriation, to support that program or activity. Before the enactment of this law, only a limited number of revolving funds were available for particular programs or activities (e.g., school athletics and self-supporting park and recreation programs).

A key feature of the departmental revolving fund provision is that **each fund must be authorized by ordinance or by-law**. The ordinance or by-law establishing a departmental revolving fund must specifically identify the program or activity receipt to be credited to the revolving fund and clearly specify the purposes for which monies in the revolving fund may be spent.

There is no limit on the number of departmental revolving funds that may be authorized and a single department may have more than one revolving fund. There is no longer an aggregate limitation on amounts that may be expended from each fund.

A departmental revolving fund should prove especially suitable in budgeting and providing for special programs or activities where the necessary level of expenditures fluctuates directly in relation to demand (whether by participation, applications or enrollment) and the demand may prove difficult to predict. For this type of program or activity, a departmental revolving fund should offer the flexibility to operate on an “as-needed” basis by allowing the department head to apply all receipts directly to program expenses. However, certain limitations do exist with respect to the use of a departmental revolving fund as discussed below.

Further, a departmental revolving fund is not available to supplement a department's ordinary operating expenses by earmarking any receipt that comes into that department during the year. It is intended for user, participation or activity fees charged to users for the purpose of providing specific, largely self-supporting fee-based programs or activities. It is not for ordinary revenue generated in the regular course of departmental operations. In limited circumstances, regulatory fees charged to members of the public in return for a particular or special privilege, such as a license or permit, may be the subject of a departmental revolving fund if the fees can be matched with specific expenses.

B. Statutory Exceptions

No revolving fund may be established for:

1. receipts of a municipal water or sewer department;
2. receipts of a municipal hospital;
3. receipts of a cable television access service or facility;
4. receipts of districts; or
5. receipts reserved by law, or as authorized by law, for expenditure for a particular purpose.

C. Fees, Charges or Other Receipts

Generally, “user fees” are an allowable receipt to be dedicated to a departmental revolving fund. These fees are commonly generated by on-going (or seasonal) departmental programs or activities offered to the public with regular expenditures and corresponding revenues that can be matched within the fiscal year and are likely to be ones that are discretionary and self-supporting.

Fines or penalties, in limited circumstances, may be permissible receipts but the applicable by-law or ordinance provisions should be very tailored and demonstrate a direct connection or nexus to proposed expenditures. This is because fines and penalties

are generally not charged for the specific purpose of recovering expenses. By definition, they are imposed to penalize or deter certain conduct. In the case of libraries, for example, to the extent that fines for lost books are charged for the specific purpose of being able to replace them, i.e., more as restitution, they can be the subject of a departmental revolving fund and can be used for new or replacement books but not to supplement the general operating budget of the library. On the other hand, citation revenues that derive from regulatory activities are not in the nature of "user fees" and do not qualify as receipts of a departmental program or activity within the scope of the statute.

The same caution should be exercised when considering regulatory fees. A departmental revolving fund is typically for the benefit of the public at large, not an individual. Further, enforcement activities are usually part of ongoing operations and difficult to segregate expenses. Fees for regular governmental activities are also paid regardless of demand. As such, they are not typically charged directly to support departmental programs. However, exceptions have seemed in conformity with the statute when, for example, a health department revolving fund is used to fund payments to their health agent who is paid the same amount on a per inspection basis.

D. Programs or Activities

Generally, there is no departmental program or activity from revenues derived from:

1. the sale or lease of property or assets;
2. governmental transactions (access to public records, tax collection);
3. fundraisers (sale of goods, tickets, concessions, promotional items);
4. taxes (excise/betterments);
5. intergovernmental reimbursements;
6. regulatory exactions (mitigation or buy-out payments, infrastructure or impact fees or other exactions from property owners); or
7. with rare exception, fines or penalties.

A departmental revolving fund is meant to aggregate fees charged to all participants or customers of a program or activity so the municipality can pay on-going operating expenses of that program or activity. As such, the fund is generally not intended for individualized fees or deposits, where the amount paid is related to a particular applicant and can only be spent in connection with that individual's application or project as is permitted pursuant to [G.L. c. 44, § 53G](#) for consultant fees.

E. Interaction with other Revolving Funds

A departmental revolving fund may be implemented in addition to or in conjunction with other existing statutory revolving funds, provided that the funds function in a harmonious manner. A departmental revolving fund may not be used to supersede or limit provisions of other statutory revolving funds. For example, [G.L. c. 71, § 47](#) authorizes a school committee to expend without appropriation all participation fees received in connection with certain athletic programs. A municipality may not establish a departmental revolving fund under [G.L. c. 44, § 53E½](#) for those receipts and thereby restrict or impair the school

committee's pre-existing statutory authority. Care should be taken, therefore, when implementing a departmental revolving fund for receipts that may already be governed by special provisions of other municipal finance laws.

II. IMPLEMENTATION OF A DEPARTMENTAL REVOLVING FUND

A. Establishment by By-law or Ordinance

A departmental revolving fund must be authorized by by-law or ordinance. [G.L. c. 44, § 53E½](#).

B. Requisite Elements of a Revolving Fund By-Law or Ordinance

The establishment of any departmental revolving fund must be made not later than the beginning of the fiscal year in which the fund shall begin. The by-law or ordinance establishing a departmental revolving fund must specify:

1. the fees, charges or other revenues generated by the program or activity to be credited to the revolving fund;
2. the board, department or officer authorized to spend from the revolving fund;
3. the departmental program or activity expenses for which monies from the revolving fund may be expended without appropriation; and
4. any reporting requirements the city or town may impose.

It is the language of the by-law or ordinance that determines the scope of, and restrictions upon, each proposed departmental revolving fund. Care should be exercised to ensure that the language is sufficiently specific to implement the revolving fund without confusion.

If, during the course of the fiscal year, a new revenue source becomes available for the establishment of a revolving fund, such a fund may be established by by-law or ordinance upon certification by the city auditor, town accountant, or other officer having similar duties that the revenue source was not used in computing the most recent tax levy.

C. Model By-Law or Ordinance Establishing a Departmental Revolving Fund

For various models concerning the establishment of a departmental revolving fund by-law or ordinance, please see DLS [Bulletin 2017-01B](#).

D. Annual Vote on Spending Authority

A city or town must, on or before July 1 of each year, vote the limit on the total amount that may be expended from each revolving fund established under [G.L. c. 44, § 53E½](#). In any fiscal year, the limit on the amount that may be spent from a revolving fund may be increased with the approval of the city council and mayor in a city, or with the approval of the selectboard and finance committee in a town. During the course of a fiscal year, only the dollar limit may be adjusted and not the general scope or spending purposes of the by-law or ordinance, which must be amended in accordance with city or town authority.

Legislative Body Vote Sample

(Samples should not be used without the advice of municipal counsel)

ARTICLE/ORDER: To see if the city/town shall authorize a spending limit of \$ _____ to be expended from the _____ revolving fund for the fiscal year _____ beginning on July 1, _____ or take any other action relative thereto.

MOTION: Moved/ordered that the city/town shall authorize a spending limit of \$ _____ to be expended from the _____ revolving fund for the fiscal year _____ beginning on July 1, _____.

Legislative Body Vote Sample

(Samples should not be used without the advice of municipal counsel)

ARTICLE/ORDER: To see if the city/town will vote to fix the maximum amount that may be spent during fiscal year _____ beginning on July 1, _____ for the revolving funds established in city ordinances/town by-laws for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, or take any other action relative thereto.

MOTION: Moved/ordered that the city/town fix the maximum amount that may be spent during fiscal year beginning on July 1, _____ for the revolving funds established in city ordinances/town by-laws for certain departments, boards, committees, agencies or officers in accordance with Massachusetts General Laws Chapter 44, Section 53E½, as follows:

Revolving Fund	Department, Board, Committee, Agency or Officer	FY2022 Spending Limit
Hazardous Materials	Fire Chief	\$15,000
Inspectional Services	Building Inspector	\$50,000
Teen Center	Director of Teen Center within the Public Facilities Department	\$10,000

III. LIMITATIONS AND RESTRICTIONS UPON DEPARTMENTAL REVOLVING FUNDS

A. Per Department Spending Limitation

The total spending that may be authorized in a fiscal year for a particular department's revolving funds established under [G.L. c. 44, § 53E½](#) is no longer limited to one percent

(1%) of the amount of the most recent established tax levy of the municipality. Instead a municipality must, as noted above, by July 1, vote on the limit of the total amount that may be expended from each revolving fund.

B. Cumulative Spending Limitation

The legislature repealed the limit on total fiscal year spending that may be authorized by a municipality for all its departmental revolving funds established under [G.L. c. 44, § 53E½](#). The overall ceiling is no longer at 10% of the most recently established tax levy of the municipality.

C. Payment of Full-Time Salaries Limitation

Expenditures may not be made from a departmental revolving fund established under [G.L. c. 44, § 53E½](#) to pay the wages or salaries of full-time municipal employees, unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries paid. There is an exception to this prohibition, with other stipulations, for wages or salaries paid to full-time or part-time employees who are employed as drivers providing transportation for public school students.

As the employment of full-time employees usually entails other expenses in addition to direct payments (e.g., health insurance, retirement contributions), which costs may be borne within the general town budget, the compensation of full-time employees should be provided for by regular budgetary appropriation. For purposes of a departmental revolving fund under [G.L. c. 44, § 53E½](#), a “full-time employee” should be considered to be a person who, by virtue of the weekly hours required of their position, qualifies for the regular package of employee benefits. Payments from a departmental revolving fund to temporary or part-time employees and independent contractors are generally permissible.

IV. OPERATION OF DEPARTMENTAL REVOLVING FUND

A. Receipts

For each particular program or activity for which a departmental revolving fund is authorized, an account will be established and the charges, fees and receipts described in the authorization vote will be credited directly to the account, rather than local estimated receipts. The municipal treasurer will have custody of all monies in the fund, and interest earned on the monies will accrue to the general fund.

B. Expenditures

After receipt, monies credited to a departmental revolving fund may be spent by the board, department or officer having control of the fund. The actual cash balances in the fund at a given time are a ceiling on expenditures and contractual obligations. Only cash on hand may be spent. In no event may expenditures be made or obligations incurred in excess of the actual cash balances available in the revolving fund. Expenditures may be made without further appropriation in support of the program or activity that generated the receipts, but only for those purposes authorized in the annual vote establishing the revolving fund. The regular warrant process must be adhered to in making payments from

departmental revolving funds. Accordingly, in cities, absent a charter provision to the contrary, all payments must be approved by the city auditor, and in towns, absent a charter provision to the contrary, all payments must be approved by the town accountant and selectboard.

C. Year-End Balances

A departmental revolving fund is subject to the terms of the by-law or ordinance that created it. Previously, the balance of a revolving fund, if reauthorized on an annual basis, was carried over to the revolving fund for use in the following year. Now, the balance of a revolving fund carries over from year to year, unless the by-law or ordinance that created the revolving fund is repealed. If a by-law or ordinance creating a revolving fund is repealed, the balance in the fund reverts to surplus revenue at the close of the fiscal year.

V. REPORTING REQUIREMENTS

A. Annual Report

A board, department or officer having control of a departmental revolving fund is required to submit an annual report on the operation of the fund. In a town, this report must be submitted to annual town meeting and the selectboard, and in a city to the city council and the mayor or city manager. For each revolving fund, the report must show (1) the total receipts and (2) the total expenditures of the fund for the full prior fiscal year and for the first six months of the current fiscal year. Additional reporting requirements may be established by vote of town meeting or the city council.

B. Town Clerk - Reporting Appropriations

A city or town clerk should include the amounts specified in the annual vote establishing the limit that may be expended from each revolving fund to appear on the tax rate recapitulation. A report of departmental revolving fund authorizations may be separately requested by the Division of Local Services Bureau of Accounts.



Town of Harwich COUNCIL ON AGING

Harwich Community Center □ 100 Oak Street □ Harwich, MA 02645
Tel: 508-430-7550 Fax: 508-430-7530

m e m o

TO: Joseph Powers, Town Administrator
Meggan Eldredge, Assistant Town Administrator
Carol Coppola, Finance Director

FROM: Emily Mitchell, Council on Aging Director

DATE: October 20, 2021

RE: Council on Aging Revolving Fund – FY 22 First Quarter Report

The Council on Aging Revolving Fund was established at the 2003 Annual Town Meeting (Article 57) for the purpose of “funding programs with the Council on Aging”. This Revolving Fund has been reauthorized annually in support of health, recreational, nutritional, and educational COA programs. The initial expenditure cap was set at \$10,000 annually. The cap was raised incrementally in following years. The current cap of \$125,000 was set at the 2014 Annual Town Meeting; that cap has been authorized at each subsequent Town Meeting including 2021.

The Fund is used to support services and programming that benefit older adults in Harwich. Through this fund, the COA is able to bring in vendors to provide services in the areas of fitness, health and wellness, socialization, entertainment, and skill-building that are accessible, affordable, and responsive to patrons’ needs and interests. In ordinary circumstances, the department runs between 10 and 15 programs through the Revolving Fund. These include one-time and recurring programs.

For the COA Revolving Fund, revenue comes in the form of program fees paid by participants. For programs taught by outside instructors, a portion of the program fees paid by participants is deposited in the Town General Fund and the remainder is paid out to the instructor. Expenditures primarily take the form of these payments to instructors for their services, but also include occasional purchases of supplies and equipment for COA programming. For programs led by COA staff, there are no expenditures; all program fees are deposited as Revolving Fund revenue (the staff members provide these services as part of their regular duties and are paid their regular hourly rate).

The Revolving Fund provides a critical tool to pay vendors for their services without relying on town appropriations through the operating budget. Perhaps most valuable is the Fund’s responsiveness to evolving and emerging needs. Because this tool does not rely on a budgeted appropriation, the department can add new programs at any time throughout the year without fiscal restraints (aside from the authorized expenditure cap). While a number of Fund-based programs are longstanding, others arise throughout the year, often with tremendous popularity and success.

With the onset of COVID-19 in March 2020, all Fund-based programs were temporarily suspended. At that time, the department transitioned its focus to services that met the most essential community needs and were provided primarily remotely or in the community rather than onsite. Beginning in September 2020, the COA resumed limited 1:1 onsite services. Of Revolving Fund programs, this included only podiatry services. Beginning in the summer of 2021, other Fund-based programs slowly resumed in a modified manner. As of September 2021, the COA has resumed the majority of pre-COVID programs with the addition of certain health precautions and capacity restrictions.

One lasting impact of COVID has been the permanent loss of certain groups and program instructors. Over the course of the last 18 months, a variety of instructors and group leaders have retired, moved away, or do not anticipate feeling safe enough to return to onsite programming in the foreseeable future. On a positive note, we are onboarding a variety of new instructors, supporting existing instructors in expanding their offerings, and encouraging other residents and leaders to consider developing new COA-sponsored activities. These new programs are slated to come online in the coming weeks and months and will be reflected in future reports.

Fund programs, including revenues, expenditures, and deposits to the Town General Fund for the first quarter of FY 22 are outlined in the table below. As a note, while many programs resumed in September 2021, they are established as multi-week sessions that straddle the first and second quarters. Revenues and expenditures for those programs are not yet finalized and therefore not reflected below. Consequently, the financial details outlined here do not capture the full picture of the current scale of COA operations.

FY 22 Quarter 1

<u>Program</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Deposits to Town General Fund</u>
Wellness			
Feet First	\$1,840.00	\$ 1,840.00	\$ 230.00
Podiatry Clinic	\$1,440.00	\$ 1,440.00	\$ 180.00
Totals:	\$3,280.00	\$ 3,280.00	\$ 410.00

These statistics are largely comparable both to this time last year (FY 21, Q1) and to the immediately preceding quarter (FY 21, Q4). Since onsite 1:1 services resumed in September 2020 (FY 21, Q1), podiatry clinics have been the only operational Fund programs. Note, numbers are lower for FY 21, Q1 because services had only begun in the third month of the quarter. Typically, the “Feet First” podiatry provider holds two onsite clinics per month. The “Podiatry Clinic” provider, newly working with the COA as of March 2021, hosts one clinic per month. Revenue and expenditure details for both quarters are included below for comparison.

FY 21 Quarter 1

<u>Program</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Deposits to Town General Fund</u>
Wellness			
Feet First	\$420.00	\$ 420.00	\$ 60.00
Totals:	\$420.00	\$ 420.00	\$ 60.00

FY 21 Quarter 4

<u>Program</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Deposits to Town General Fund</u>
Wellness			
Feet First	\$ 2,480.00	\$ 2,480.00	\$ 310.00
Podiatry Clinic (NEW: March 2021)	\$ 1,350.00	\$ 1,350.00	\$ 150.00
Totals:	\$ 3,830.00	\$ 3,830.00	\$ 460.00

While the numbers included above accurately depict use of the COA Revolving Fund under pandemic restrictions, they do not show the Fund at its full use. As a last note of comparison, expenditures, revenues, and deposits to the General Fund for FY 20 Quarters 1 and 2 – the last full quarters unimpacted by COVID closures and restrictions – are included below. This shows the Fund at its most robust and provides a more accurate picture of current and anticipated use in the coming weeks and months.

FY 20 Quarters 1 and 2

<u>Program</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Deposits to Town General Fund</u>
Fitness			
Balance Boosters*	\$ 1,138.00	\$ -	\$ -
Healthy for Life	\$ 296.00	\$ 400.00	\$ -
Meditation and Mindful Movement	\$ 346.50	\$ 346.50	\$ 38.50
Mindful Yoga	\$ 1,472.00	\$ 1,472.00	\$ 240.00
Senior Fit A	\$ 4,165.00	\$ 4,165.00	\$ 595.00
Senior Fit B	\$ 2,765.00	\$ 2,765.00	\$ 395.00
Spaulding Parkinson's Fitness	\$ 1,978.75	\$ 1,978.75	\$ 80.00
Wellness			
Feet First	\$ 2,130.00	\$ 2,130.00	\$ 355.00
Pedi-Care	\$ 1,260.00	\$ 1,260.00	\$ 210.00
Socialization/Special Interest			
Bridge	\$ 615.00	\$ 615.00	\$ 105.00
Ukulele	\$ 950.00	\$ 950.00	\$ 190.00
Miscellaneous*	\$ 105.00	\$ -	\$ -
Totals:	\$ 17,221.25	\$ 16,082.25	\$ 2,208.50
*Programs led by COA staff			

Looking toward the future, many of the programs highlighted in the FY 20 table have resumed as of this fall and others are scheduled to resume shortly. Further, several brand new programs have started and three to four additional new programs are scheduled for this fall and winter. As instructors and participants feel more comfortable resuming onsite activities, it is likely that the number and variety of Fund-based programs will continue to expand.

Cemetery Revolving Account FY 2021 First Quarter

REVENUE		
	Number	Amount
Burials	20	\$2,000.00
Mark outs	15	\$1,125.00
Cremation Lots		
Cremation Lots Residents	3	\$1,350.00
Cremation Lot Non-Resident	0	\$0.00
Traditional Lots		
Single	5	\$3,600.00
Double Resident	6	\$8,640.00
Double Non- Resident	0	\$0.00
3 Graves No Resident	3	\$2,430.00
4 graves	0	\$0.00
Lot Return		-\$900.00
Total Revenue		\$18,245.00

EXPENSES		
Haarman Electric Power Well		
Evergreen	8/17/2020	\$263.48
Forestry Supplies Water Bags for trees	8/18/2020	\$271.96
Fairlawn spraying for poison ivy		
Mount Pleasant	9/22/2020	\$66.00
Total Expenses		\$601.44

Beginning Balance	\$71,981.28
Revenue	\$18,245.00
Expenses	-\$601.44
Balance	\$89,624.84

**Cemetery Revolving Account FY 2021
Fourth Quarter**

REVENUE		
	Number	Amount
Burials	27	\$2,700.00
Mark outs	10	\$750.00
Cremation Lots		
Cremation Lots Residents	0	\$0.00
Cremation Lot Non-Resident	0	\$0.00
Traditional Lots		
Single	1	\$720.00
Single Non - Resident	1	\$810.00
Double Resident	1	\$1,440.00
4 Graves Resident	2	\$5,760.00
4 Graves Non - Resident	2	\$6,480.00
5 Graves	1	\$3,600.00
8 Graves	1	\$5,760.00
Lot Return		
Total Revenue		\$28,020.00

Expenses by Category	
Irrigation Parts for Island Pond	\$4,525.19
Stump Grinder 1/3 Share	\$20,013.00
Tree Work	\$5,100.00
Surveying Services	\$4,625.00
Signs	\$4,882.50
W. B Mason	\$350.27
Aggregate Indust Asphalt IP entrance	\$816.13
Repairs Fence & Memorials	\$2,095.00
Misc Plantings & Supplies	\$2,930.23
Total Expenses	\$45,337.32

Beginning Balance	\$110,269.63
Revenue	\$28,020.00
Expenses	-\$45,337.32
Balance	\$92,952.31

EXPENSES DETAIL

All Cape Fence Repair MP	4/13/2021	\$845.00
Crosby Marker Davison MP	4/13/2021	\$1,000.00
Indep Envir Consult Wetland Report IP	4/13/2021	\$775.00
Seaside Arborists Tree Removal IP		\$1,700.00
Stump Grinder Cemetery Share	4/23/2021	\$20,013.00
Agway Pollinator Garden IP	4/27/2021	\$226.07
Crosby repair to Wheeler Stone IP		\$250.00
W. B. Mason desk		\$126.89
Robert Childs Rental Irrigation	5/25/2021	\$250.00
Robert Childs Rental Irrigation		\$225.00
Site One PVC fittings IP		\$103.22
Site One PVC Clamps IP		\$16.32
Site One Poly Inserts IP		\$184.38
Site One Teflon Tape & Pipe IP		\$1,569.29
Site One King Ratchet pipe cutters IP		\$224.26
Site One busing & elbow 90 degree		\$7.91
Site One crimp clamp IP		\$19.97
Site One water hose & shut offs IP		\$190.40
Aggregate Indust Asphalt IP entrance		\$816.13
W. B. Mason Files, Paper		\$223.38
Agway plantings for entrance IP		\$236.19
Agway stake kits & plantings EV & IP		\$392.53
Hinckley Home 4x4x10 syp MCQ		\$251.38
Seaside Arborists IP		\$1,700.00
Site One Threaded PCV Nipples IP		\$366.79
Site One Wire Mesh Grip, Values, inserts		\$569.28
Site One poly pipe IP		\$222.60
Site One Matco Ball Valve IP		\$90.12
The Farm 2 Royal Raindrop 2 Spruce trees IP		\$1,140.00
SiteOne Elbow coupling IP	6/9/2021	16.40
SiteOne Shutoff Values IP		56.80
Paul Sweetser Bank St Survey		1,050.00
Paul Sweetser Kelley Cemetery Survey		2,800.00
Forestry Supplies Watering Bags for Trees	6/29/2021	317.94
Liberty Metalworks sign at Island Pond install		1,700.00
SiteOne Crimp Clamp 200 feet pipe IP		137.01
SiteOne Worm Drive Clamp IP		6.75
SiteOne Poly Insert Elbow IP		17.31
Young & Fancy Signs Island Pond Sign		3,182.50
Blue Flax Design - Removal Knotweed	6/30/2021	617.50
Seaside Arborists IP		1,700.00
Total Expenses		\$45,337.32

Cemetery Revolving Account FY 2022 First Quarter

REVENUE		
	Number	Amount
Burials	31	\$3,100.00
Mark outs	14	\$1,050.00
Cremation Lots		
Cremation Lots Residents	0	\$0.00
Cremation Lot Non-Resident	1	\$495.00
Traditional Lots		
Single	2	\$1,440.00
Double Resident	1	\$1,440.00
Double Non- Resident	1	\$1,620.00
3 Graves	1	\$2,160.00
4 graves	2	\$5,760.00
Total Revenue		\$17,065.00

EXPENSES		
John Canto Paving installing berms in MP & IP	8/24/2021	\$13,300.00
American Red Cross Cert	9/24/2021	\$32.00
John Canto Paving Evergreen connecting 137 & 39	9/24/2021	\$11,500.00
Liberty Metal Works Union Cemetery Post	9/24/2021	\$600.00
Blue Flax Design Land Managemer	9/30/2021	\$1,117.50
John Canto Paving Bern around drainage IP	9/30/2021	\$750.00
John Canto Paving Cranberry Ave I	9/30/2021	\$3,000.00
Young & Fancy Signs Union Cemet:	9/30/2021	\$4,720.00
Total Expenses		\$35,019.50

Beginning Balance	\$92,952.31
Revenue	\$17,065.00
Expenses	-\$35,019.50
Balance	\$74,997.81



TOWN OF HARWICH
OFFICE OF THE TREASURER/COLLECTOR
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

October 6, 2021

Below is a detail of the Treasurer's Revolving Fund account for the 1st quarter of fiscal year 2022. There were expenses of \$9,086.12 charged for the quarter. Revenues of \$3,413.30 were received from collection of fees added to tax lien bills. This is an increase in both revenue and expenditure from the FY 2021 1st quarter and a decrease from FY 2021 4th quarter.

EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
07/01/2021	(343.63)		2017 TL TAX
07/02/2021	(319.48)		2020 TL TAX
07/07/2021	(319.48)		2020 TL TAX
07/09/2021	(90.25)		TREASURER'S RECEIPTS
07/16/2021	(158.87)		2017 TL TAX
07/16/2021	(289.48)		2020 TL TAX
07/29/2021	(319.48)		2020 TL TAX
08/10/2021	(355.00)		2019 TL TAX
08/18/2021	(935.95)		2018 TL TAX
08/27/2021	(30.00)		2015 TL TAX
09/13/2021	(70.00)		2017 TL TAX
09/15/2021	(27.20)		2016 TL TAX
09/16/2021	(154.48)		2020 TL TAX
	(3,413.30)		
EFF DATE	AMOUNT	VDR NAME/ITEM DESC	COMMENTS
08/12/2021	3,678.56	LAW OFFICE OF IRIS A. LEAHY	INVOICE NO. 12471
09/30/2021	4,313.16	LAW OFFICE OF IRIS A. LEAHY	INVOICE NO. 12516
10/14/2021	1,094.40	LAW OFFICE OF IRIS A. LEAHY	INVOICE NO. 12532
	9,086.12		

This is a decrease in revenues of approximately 72% from last quarter, and an increase of approximately 78% from the same quarter in FY 2021.

Expenditures increased by 28% from the previous quarter, and 1.3% from the same quarter in FY 2021, due to increased legal expenses opening new files with the Attorney working on foreclosures.

Respectfully submitted,
Amy Bullock
Treasurer/Collector

RECREATION DEPARTMENT REVOLVING FUND FY2022 1ST QUARTER REPORT

7/1/21-9/30/21

The Harwich Recreation Department currently has a 53E1/2 Revolving Fund that is essential to the department's programming and its revenues and expenses. Our revolving fund is used for all of our youth and adult programming. All program fees are based on expenses incurred in the running of the program and any revolving fund part time staff that is needed. The goal of the Recreation Revolving Fund is to come as close as we can to matching revenue and expenses for each individual program.

The Revolving fund is a key tool in allowing us to be creative with programming creation and to be able to accommodate all ages, interests and skill levels with our programming.

A typical new recreation program idea is started with an interest sheet to gauge the public's interest in the program. If it is determined that there is an interest and need for a specific program, we determine the costs and expenses that will be incurred through the Revolving Fund for the program. We then can calculate the fee to charge for the program so that it can run as a "money in, money out" recreation revolving fund program.

Without the Recreation Revolving Fund, our programming options, flexibility, and creativity would be significantly restricted. We seek to continue to offer a wide variety of programming for young to old, athletic to creative.

We have run the following Revolving fund programs during the first quarter of FY2022:

Summer Playground Camp	120 registrants
Shooting Stars Summer Basketball Camp	75 registrants
Lifeguard Training Program	10 registrants
Youth Archery Program	10 registrants
Monday Pick up Soccer After School Program	19 registrants
Tuesday Flag Football After School Program	16 registrants
Wacky Wednesday After School Program	16 registrants
Thursday Gym Games After School Program	18 registrants
Fun Fridays After School Program	11 registrants
Travel Soccer League Program	20 registrants
K/1/2 Soccer Instructional Clinic	12 registrants
K/1/2 Field Hockey Instructional Clinic	registration ongoing (begins mid-October)
Summer Adult Pickle Ball	410 registrants
Adult Over 55 Basketball	35 registrants
Adult Walking Club	7 registrants
Adult Ping Pong	10 registrants
Fall Adult Indoor Pickle Ball	registration ongoing (begins October 18)

REVOLVING FUND PROJECT SUMMARY REPORT

SUMMER PROGRAM - # 1000

7/1/21-9/30/21

OPEN	REVENUE	EXPENCE	+ OR -
\$ 36,757.84	\$ 11,084.00	\$ 25,795.61	\$ 22,046.23

FALL PROGRAMS - # 2000

7/1/21-9/30/21

OPEN	REVENUE	EXPENCE	+ OR -
\$ 4,302.86	\$ 13,830.00	\$ 85.50	\$ 18,047.36

WINTER PROGRAMS - # 3000

7/1/21-9/30/21

OPEN	REVENUE	EXPENCE	+ OR -
\$ -	\$ -	\$ -	\$ -

SPRING PROGRAMS - # 4000

7/1/21-9/30/21

OPEN	REVENUE	EXPENCE	+ OR -
\$ 1,566.79	\$ -	\$ -	\$ 1,566.79

ADULT PROGRAMS - # 5000

7/1/21-9/30/21

OPEN	REVENUE	EXPENCE	+ OR -
\$ 18,941.40	\$ 4,325.00	\$ 10,600.00	\$ 12,666.40

FIELD MAINTENANCE - # 7000

7/1/21-9/30/21

OPEN	REVENUE	EXPENCE	+ OR -
\$ -	\$ 7,100.00		\$ 7,100.00

HARWICH COMMUNITY CENTER PROGRAMS - # 6000+

7/1/21-9/30/21

OPEN	REVENUE	EXPENCE	+ OR -
\$ 469.66	\$ 1,719.00	\$ 1,390.50	\$ 798.16



Cranberry Valley Golf Course

Harwich, MA

Memo

To: Joseph F. Powers, Town Administrator

From: Roman Greer

cc: Clem Smith, Golf Committee Chairman

Date: 10/15/21

Re: Revolving Funds Quarterly Report

Joe,

Please find attached the golf department's revolving fund quarterly report for the Pro Shop Revolving Fund (1543) and the Golf Infrastructure Fund (1541). Please let me know if you have any questions or if I can provide more information.

Respectfully Submitted,

Roman

Roman Greer, PGA
Director of Golf
Town of Harwich

Golf Department Revolving Funds

1st Quarter FY21

Golf Revolving Fund (Pro Shop)

Overview - Established in 2008 (ATM2008, article 47), this revolving fund facilitates the operation of the golf pro shop. The funding sources are: golf lessons, restaurant lease and pro shop sales. The uses of the fund are: pro shop expenses (including purchase of retail inventory for sale in pro shop), clubhouse and kitchen maintenance and modernization and payment to golf instructor.

All expenditures from this account are signed for by the Director of Golf and the Town Administrator.

The annual spending limit is \$250,000

Quarterly Report – 1st Quarter of FY21 (July-September)

Total Fund Balance on 9/30/21 - \$289,318.31

Narrative:

The 1st quarter of the fiscal year typically represents a high amount of expenses and revenue for the Pro Shop Revolving Fund, as golf season is in full swing. Although pro shop stock inventory for the year is usually delivered in the spring, the unique circumstances this year due to delays in the supply chain in all areas of production have caused sporadic delivery of many standard pro shop items such as: golf gloves, golf balls, grips, push carts and clothing. Regardless of these challenges, the golf staff has been able to (through adaptations in inventory purchase plan) been able to maintain above minimum inventory levels and generate revenue that significantly exceeded last year's first quarter revenues.

The golf revolving fund is an important tool for the operation of a retail golf shop. It's flexibility allows the golf department to operate with maximum efficiency. If sales of certain items exceed projections, we can restock the items to continue to generate revenue and accommodate our customers. It also allows the golf department to accommodate all special order requests without the restraint of a firm budget. For example: Golf clubs are expensive and have a high cost per item. If customers special order golf clubs, it is a no risk sale with a 20% minimum profit

margin. The revolving fund allows for unlimited sales (and profit) of these type transactions without concern of budget ceilings. Paying golf instructor for lessons is similar. When there is no restraint of a budget the golf instructor may schedule as many lessons as possible. Each lesson given generates profit and increased customer engagement which turns into more range balls sold, more rounds of golf, pro shop purchases, etc. In the unique circumstances that exist with supply chain difficulties currently, the revolving fund is able to accommodate the sporadic deliveries that I mentioned previously where items were ordered for delivery in one fiscal year, but did not become available and ship until the following fiscal year.

Annual revenues are reinvested into the pro shop and clubhouse. In recent years the revolving fund has upgraded pro shop displays (following a renovation design), re-carpeted the restaurant and pro shop and purchased restaurant upgrades (in accordance with restaurant lease extension with the Hot Stove).

Pro Shop Revolving Fund Q1 FY22	
Expense	FY22
Seasonal S&W	\$ 7,413
Other Purchased Services	\$ 5,720
Unclassified Supplies	\$ 614
Hats	\$ 364
Clothing	\$ 1,062
Golf Clubs	\$ 3,847
Golf Balls	\$ 8,620
Rental Clubs	\$ -
Golf Misc	\$ 11,125
Total	\$ 38,765
Revenue	
Snack Bar Concession	\$ 11,840
Lessons	\$ 10,797
Non Taxable	\$ 4,613
Taxable	\$ 55,119
Total	\$ 82,369

Infrastructure Revitalization Fund

Overview – Established in 2016 (ATM16, Article 15) the Infrastructure Revitalization Fund was established to be used for Infrastructure improvements (CVGC infrastructure as listed: Club House facilities, Maintenance facilities, and everything else that supports revenue generation. This includes water resources, energy resources, mechanicals, septic, property boundary strategies, our car park, and maintenance of roads throughout the property), including future debt payments along with design, planning and construction phases as they present themselves.

The revenue source is: surcharge on all greens fees (\$4), cart fees (\$2 for 18 holes, \$1 for 9 holes) and all adult memberships (\$20). The current fee structure generates approx. \$100,000 annually. Use for the fund is: CVGC Infrastructure including Club House, Maintenance facilities.

Quarter 1 Revenues: \$44,372

Quarter 1 Expenses: \$104,950 (annual debt service payment on 7/1)

Total Fund Balance on 9/30/21 = \$5,802

Narrative – The initial design and only use for the Infrastructure Revitalization Fund at this point is to pay the debt associated with the Reconstruction of Maintenance and Operations Infrastructure at Cranberry Valley Golf Course project (ATM2017, Article 15). Currently revenues have achieved anticipated levels and the fund is paying the debt associated with this project in full.

As stated above, this revolving fund was designed for ease of debt service payment. This payment is the only expense transaction from the revolving fund annually.

Community Center Weight Room Revolving Fund

The Community Center is proud to offer an extensive and affordable fitness facility to help the people of Harwich stay happy and healthy. All Harwich residents over the age of 16 are eligible to become Weight Room members.

The purpose of establishing a Weight Room Revolving Fund was to establish a mechanism where member fees directly pay for the services members are offered. These services in the past have included supplies, equipment repairs, and staffing. Staffing includes Community Center front desk coverage from 6AM-10AM on Mondays through Fridays, Tuesday afternoons from 2PM-8PM, and Sundays from 10AM-3PM Pre-Covid. The funds also pay for a certified personal trainer to provide free consultations and guidance on Weight Room equipment for members two days per week (four hours/week in total).

Weight Room Revolving Fund revenue comes in the form of membership fees. There were a variety of membership options available including daily, weekly, monthly, yearly, and an assortment of different seasonal offerings. Now, as a result of Covid, we currently offer \$15.00 per month to all members. The yearly fee was \$150, and no member ever paid for more than that per year (e.g. if they purchase a daily membership and decide to upgrade, their initial fee is applied as a credit towards the total). Expenditures are paid out for the above mentioned services. Weight Room Revolving Fund revenue is split between the Revolving Fund and the Town General Fund (75% remains in the Revolving Fund, 25% is deposited in the General Fund. Please note that this did not go into effect until FY19).

The Weight Room Revolving Fund was established at the FY11 Annual Town Meeting, Article 44:

CREATE A COMMUNITY CENTER REVOLVING ACCOUNT

ARTICLE 44: To see if the Town will vote to establish a revolving account pursuant to M.G.L. ch.44 § 55 E ½, for the purpose of funding the Community Center weight room with monies generated from fees for weight room use, expenditures approved by the Community Center Director in an amount not to exceed \$70,000; and to act fully thereon. By request of the Community Center Facilities Committee.

FINANCE COMMITTEE RECOMMENDS THAT THIS ARTICLE BE INDEFINITELY POSTPONED. VOTE: YES-9, NO-0.

The motion amount was changed to “not to exceed \$20,000,” and the motion passed.

CREATE A COMMUNITY CENTER REVOLVING ACCOUNT

ARTICLE 44: To see if the Town will vote to establish a revolving account pursuant to M.G.L. ch.44 § 55 E ½ , for the purpose of funding the Community Center weight room with monies generated from fees for weight room use, expenditures approved by the Community Center Director in an amount not to exceed \$70,000; and to act fully thereon. By request of the Community Center Facilities Committee.

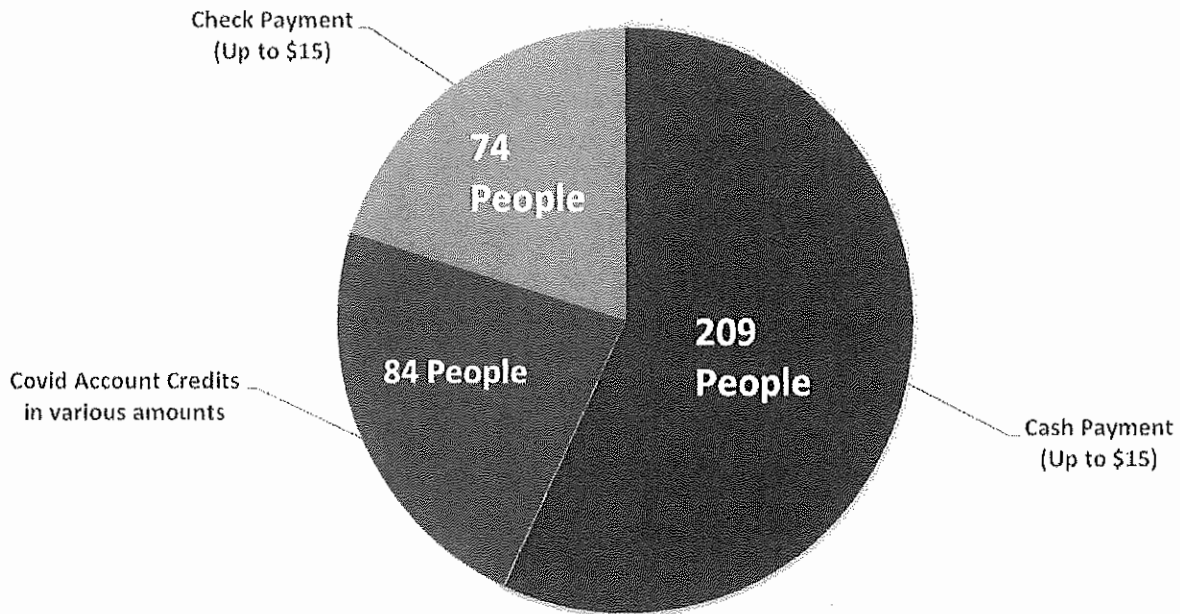
*Motion was made to change the amount 'not to exceed \$20,000.'

FINANCE COMMITTEE RECOMMENDS THAT THIS ARTICLE BE INDEFINITELY POSTPONED. VOTE: YES-9, NO-0.

Community Center Revolving Fund					
	Authorize to Spend Fund	Revenue Source	Use of Fund	Spending Limit	Disposition of Fund Balance
FY12	Director & Facilities Committee	Fees from use of the weight room	Equipment of weight room	\$ 20,000.00	FY11 – Available for expenditure
FY13	Director & Facilities Committee	Fees from use of the weight room	Equipment of weight room	\$ 20,000.00	FY 12 - Available for expenditure
FY14	Director & Facilities Committee	Fees from use of the weight room	Equipment of weight room	\$ 50,000.00	FY 13 - Available for expenditure
FY15	Director & Facilities Committee	Fees from use of the weight room	Equipment of weight room (and repair)	\$ 50,000.00	FY 14 - Available for expenditure
FY16	Director & Facilities Committee	Fees from use of the weight room	Weight Room equipment (and repair)	\$ 50,000.00	FY 15 - Available for expenditure
FY17	Director & Facilities Committee	Fees from use of the weight room	Weight Room equipment (and repair)	\$ 50,000.00	FY 16 - Available for expenditure
FY18	Director & Facilities Committee	Fees from use of the weight room	Weight Room equipment (and repair)	\$ 50,000.00	FY 17 - Available for expenditure
FY19	Director & Facilities Committee	75% of the fees from use of the weight room	Weight Room equipment (supplies & repair)	\$ 100,000.00	FY 18 - Available for expenditure
FY20	Director & Facilities Committee	75% of the fees from use of the weight room	Weight Room equipment (and repair)	\$ 100,000.00	FY 19 - Available for expenditure
FY21	Director & Facilities Committee	75% of the fees from use of the weight room	Weight Room equipment (supplies & repair)	\$ 100,000.00	FY 20 - Available for expenditure
FY22	Director & Facilities Committee	75% of the fees from use of the weight room	Weight Room equipment (supplies & repair)	\$ 100,000.00	FY 21 - Available for expenditure

Harwich Community Center – Weight Room Funds (July 2021-Sept 2021)

MEMBERSHIP SALES



• The Weight Room officially re-opened on October 5th, 2020

- Total Revenue: + \$5480 in membership sales & credits (cash revenue: \$3,757.50)
- Total Expenditure: - \$1,774.25 for gym wipes / new key fobs / equipment repair

Weight Room Revolving fund payment for 19 hour weekly attendant: \$4,646.44

Weight Room trainer: \$216.00

Weight Room Hours

Monday – Friday

6AM-4PM

Weight Room Membership Sales Count

July	August	September
139	126	102

Weight Room Membership Sales - FY 20-21

Harwich Community Center

Membership Sales Counts

Membership	October	November	December	January	February	March	April	May	June	TOTAL
	39	34	39	30	41	53	59	52	51	398

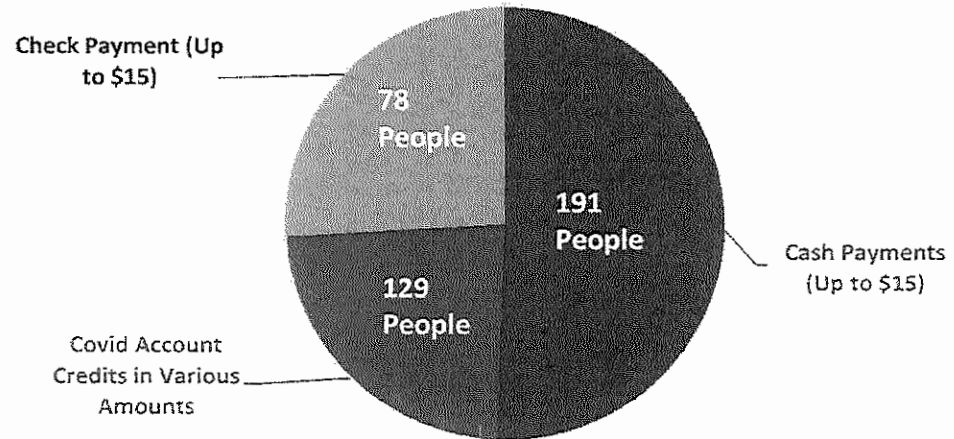
Cash Payment (Up to \$15 each)	191
Covid Account Credits (in various amounts)	129
Check Payment (Up to \$15 each)	78
TOTAL	398

Total Cash Revenue for Weight Room (Including Silver Sneakers):
+ \$3659.50 in membership sales

Total Credit Used for Weight Room: \$2,677.95 in membership credits

Account	Amount
Credit From Account	\$2,677.95
Wt Rm - Covid Monthly (cash & Check)	\$3,466.64

MEMBERSHIP SALES - FY20-21





MEMO

To: Joe Powers, TA
From: Jon Idman, Planning Director
Date: 10/12/2021

Re: *Dept. Funds*

The following are the three existing funds over which the town planner has express or implied authority, exclusively or shared with other town departments, officials or bodies.

1. Sidewalk Revolving Fund

Its purpose as stated in Ch. 8 of the Town Code is relatively self-explanatory: 'sidewalk improvements including consulting services and construction.' Thus it is pretty clear to me the town can use the fund for town sidewalk projects but unclear to me whether the use is limited to sidewalks in or along a town way.

The source of funds is any sidewalk waiver/ in lieu fees collected from subdivision approvals.

As a revolving fund, TM needs to authorize yearly how much of the fund can be spent. The most recent ATM (May 2021) authorized fund spending for FY22 up to \$50K; fund balance is currently approx. \$69k. There were no expenditures out of the fund in FY21; there have not been and I am not aware of any anticipated fund expenditures in FY22.

Town Planner authority is shared with the PI Bd per the Code. My understanding is that the PI Bd would have to vote to authorize spending out of the fund. Having shared authority, even for a laudable objective like 'checks/ balances,' could also create dueling authority and political impasse. I feel that this process is inefficient and could be more directly related to the fund purpose/ end-goal.

My recommendation would be that authority over spending be given exclusively to staff, and that the staff be either the DPW Director or the ATA. I believe this would require TM action and a Code revision.

2. Albro House Revolving Fund

Sec. 8-2 of the town's revolving fund bylaw (Chapter 8 of the Harwich Code, inclusive), lists this fund's purpose as "Restorations, maintenance, care and support of Town-owned property." Thus it is unclear to me whether the fund can be used for any town-owned property, or just the Albro House, and further, whether such work must be for historic preservation purposes (e.g. would funding a new furnace at the Albro House be proper). Note that the HDHC has authority over the fund, shared with the Town Planner. Currently, the source of funds have been room rentals in the Albro House- \$1200 has been collected to date in FY22 (Mid Cape Church Homes, I believe). The Community Center director collects the rent, assumedly because she is responsible in part for managing town real estate assets.

The most recent ATM (May 2021) authorized fund spending for FY22 up to \$10K; fund balance is currently approx. \$29, 208.36k. There were no expenditures out of the fund in FY21; there have not been and I am not aware of any anticipated fund expenditures in FY22.



My recommendation would be to clarify the fund purpose. I would not limit expenditures to historic preservation (if that is indeed the current understanding) but might limit the fund availability to the Albro House.

I also recommend a change in authority over the fund. My understanding is that the HDHC would have to vote to authorize spending out of the fund. Having shared authority, even for a laudable objective like 'checks/ balances,' could also create dueling authority and political impasse. I feel that this process is inefficient and could be more directly related to the fund purpose/ end-goal.

My recommendation would be that authority over spending be given exclusively to staff, and that the staff be either be Community Center Director, Facilities Director or ATA. I believe this would require TM action and a Code revision.

3. MA Cultural Resources Grants

These are 'funds' under municipal 'fund accounting' principles, sourced by grants. In 2018 and 2019, the Commonwealth's Cultural Council gave the town grants of \$10K and \$5k to, respectively, establish two cultural districts in the town and to 'enhance' the Harwich Cultural Center (i.e. the old middle school on Sisson Rd.). The Town Planner had been the lead in applying for the grants, and is thus apparently the responsible party for expenditures with the town finance department.

One proposed district is in Harwich Center and includes the "Harwich Cultural Center." Another district is proposed along Rte. 28 and surrounding areas in Harwich Port. The Town Planner had worked hand in hand with Cyndi Williams at the Chamber, with many stakeholder meetings, to work on the districts. Apparently, however, the work stalled because of difficulties dealing with the State Cultural office and the former Town Planner retired.

\$9,944.30 is the current fund balance of the two grants held by the Town. Among other things, there were grant expenditures in FY20 to fund kitchen improvements in the Cultural Center. No grant expenditures were made in FY21, have been made in FY22 and none are currently anticipated in FY22. It is unclear to me whether the grant contracts are still in effect between the town and the state.

September 27, 2021

Harwich Cultural Center Revolving Fund History
(15504214-436004)

The Town of Harwich opened the former Harwich Middle School in January 2017 as the Harwich Cultural Center to serve as a rental space for groups and individuals to engage in recreational, social, educational, cultural, community service, civic and governmental activities. The center has become a cooperative effort between the Town and our greatest resource - the creative, local individuals that help to make our town a destination for visitors from around the world. The Harwich Cultural Center provides a valuable "launch space" where individuals can actualize their creative gifts and contribute to our local economy.

The Harwich Cultural Center Fund Revolving Fund was created after the motion carried at the 2017 Annual Town Meeting. The center's 40 long-term studios yield monthly revenue of approximately \$12,650.00, excluding event rental revenue. The 40 long-term studios break down as follows: 26 single, 8 double, 1 triple, 2 non-profit, and three town use spaces.

ESTABLISH ANNUAL REVOLVING FUND FOR THE CARE AND MAINTENANCE OF THE FORMER HARWICH MIDDLE SCHOOL ARTICLE 46: To see if the Town will vote to authorize the creation and establishment of a revolving fund as authorized under M.G.L. Ch. 44, § 53E½ for the Community Center Director and Facilities Manager, for the purpose of funding continuing period-appropriate restorations, maintenance, care, and support of town-owned property, not to exceed \$100,000 annually with funds generated from receipt of lease or fees collected for short term, year-round, temporary or otherwise, room(s) use and rental, and to act fully thereon. By request of the Community Center Director and Town Administrator.

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. VOTE: YES-6, NO-2, ABSTAIN-1.

MOTION: (Jack Brown, Chairman-Finance Committee) I move that this article be accepted and adopted as printed in Warrant. Duly seconded

ACTION: The motion carried

number	occupancy	cost	name	
101	Town	\$0.00	Office	
102	1	\$300.00	Jen Clifford	
103	1	\$300.00	Erika Nickerson	
104	1	\$300.00	Carolyn Dunford	
105	1	\$300.00	Sharon DiGennaro	
106	1	\$300.00	Georgene Riedl	
107	2	\$400.00	Dona Spillane	Joanne Patukonis
108	2	\$400.00	Hollis Fortune	Robin Litwin
109	1	\$300.00	Jane Bassette	
110	non-profit	\$300.00	Cape Cod Makers	
111	1	\$300.00	Maria Krikorian	
112	1	\$300.00	Heather Pilchard	
113	1	\$400.00	Whitney Heavey	
114	1	\$300.00	Heather Mackenzie	
115	1	\$300.00	Deborah Fowler Greenwood	
A09	2	\$300.00	Janna Powell	Conor Howard Rose
A08	Town	\$0.00	Available for rent at \$500.00 (former nurses' office)	
A07	1	\$100.00	Natalie Stafford	
A06	1	\$200.00	Jon Latulipe	
A05	1	\$200.00	David Craveno	
A04	1	\$250.00	Bernadette Waystack	
A02	1	\$200.00	John Bonanni	Cape Cod Poetry Review
SHOP	1	\$750.00	Jesse Marsolais	
201	1	\$400.00	Anne Flash	
202	2	\$400.00	Anne Morse	CJ Conrad
203	1	\$300.00	Nettie Berkeley	
204	1	\$400.00	Roe Osborn	
205	1	\$300.00	Judith Underwood	Blue Institute
206	3	\$450.00	Alla Zbinovsky	Patricia Thomas
207	1	\$400.00	Mary Jane Xenakis	
208	2	\$400.00	Kathryn Sanfilippo	Alison DeArruda
209	2	\$600.00	Cindy Ennes	Kim Gagne
210	1	\$300.00	Stephane Ruault	
211	2	\$400.00	Diane Rezendes	Joe Khirallah
212	2	\$400.00	Taylox Fox	
213	1	\$300.00	Ellen Davies	
214	1	\$250.00	Gail Hickey	
215	1	\$300.00	Martha Little Fuentes	
Port-1	2	\$550.00	Nick Nickerson	
Port-2	Town	\$0.00	Roof leaks	
Port-3	Town	\$0.00	Roof leaks	

Rental Fees Per Month: \$12,650.00

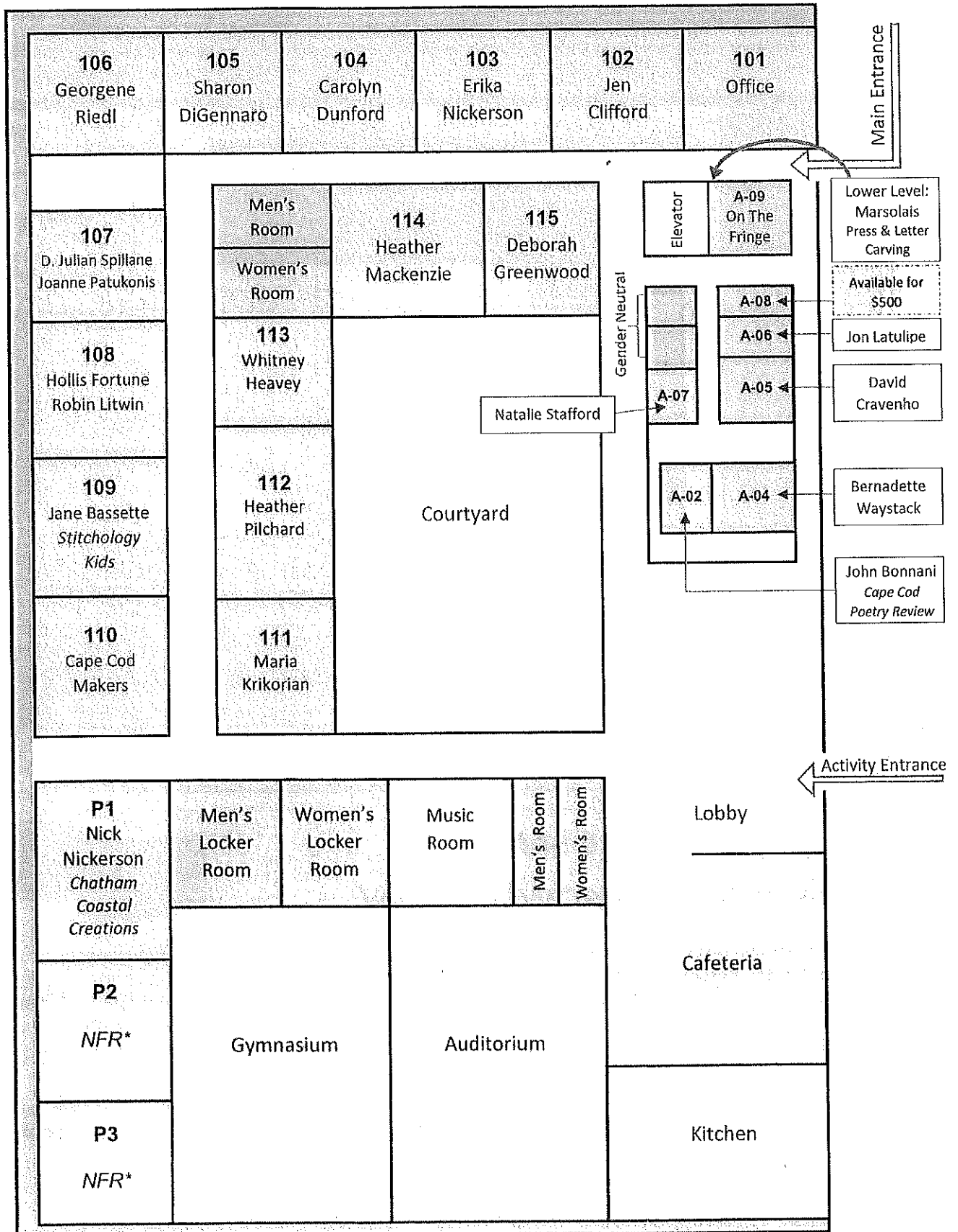
Single	26	
Double	8	
Triple	1	
Non-Profit	2	
Town	4	*includes office not generally accounted for in descriptions of the building
Total:	41	



Harwich Cultural Center
 204 Sisson RD, Harwich MA 02645
 Phone: (774) 212-3482

9/29/2021

First Floor Directory



• NFR – Not For Rent

Second Floor Directory

205 The Blue Institute at Cape Cod Bay	204 Roe Osborn	203 Nettie B. By The Sea	202 Anne Morse & CJ Conrad	201 Anne Flash
	Men's Restroom	213 Ellen Davies	214 Gail Hickey	215 Martha Little Fuentes
206 Alla Zbinovsky Patricia Thomas Nina Gagarin	Women's Restroom	Courtyard <div style="border: 1px dashed black; padding: 2px; display: inline-block; margin-top: 10px;"> ½ Studio may be available - \$200 </div>		Elevator
207 Mary Jane Xenakis	212 Taylor Fox & Jonathan Earle			Library
208 Kathryn Sanfilippo & A. DeAnuda	211 Diane Rezendes & Joe Khirallah			
209 Kim Gagne & Cindy Ennes	210 Stephane Ruault			

Stairs

Looking for studio space?

Apply online at harwich-ma.gov

Apply Online!

Through creative repurposing of the former 78,000 sq. ft. middle school building, the Harwich Cultural Center currently has 40 studio rooms. There are currently 57 Renters. The center is a cooperative effort between the Town and our greatest resource - the creative, local individuals that help to make our town a destination for visitors from around the world. The building provides valuable "launch space" where individuals can actualize their creative gifts and contribute to the local economy.

Whether they are engaged in the visual and performing arts, the health and wellness of others, or in the generation of ideas for the town's future, the building's occupants and visitors strive to impact town culture in ways that #InspiresHarwich with the #PowerOfCulture.

Current Available space: 1 Full Studio (A-08) for \$500 per month
OR ½ Studio for \$200 per month may be available (211)



TOWN OF

HARWICH

*732 Main Street
Harwich, MA 02645*

CONSERVATION COMMISSION

(508)-430-7538 FAX (508)430-7531

October 20, 2021

To: The Board of Selectmen
From: Amy Usowski, Conservation Administrator

RE: Wetlands Revolving Fund

The Harwich Conservation Department and Harwich Conservation Commission have a Wetlands Revolving Account (Org 15301714 Object 437001). The wetlands revolving fund was adopted at Town Meeting in May 2016 and went into effect FY2017. It was Amended at Town Meeting in May 2021 to allow for acceptance of fees in lieu of mitigation, for very specific applications that came forward to the Commission that could not meet all of our regulations, but had proven to not have an impact to the wetlands resource area. This Amendment went into effect when the Attorney General approved of it in August 2021.

In the past, we have used these funds to pay for ecosystem studies, trainings, and outside consultants. Going forward with the addition of in-lieu fees being added, the intention is to use the funds to help restore wetland resource areas on Town Conservation lands that have been negatively impacted by invasive plant species taking them over, illegal activities degrading them, and even potentially to aide in the purchase if the town needs it of environmentally sensitive lands for conservation purposes (this last point yet to be fully vetted).

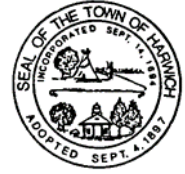
Conservation Commissions are authorized by the Massachusetts Wetlands Protection Act and 310 CMR 10.40 to collect and retain funds from permit filing fees to better uphold the Massachusetts Wetlands Protection Act. These funds can be used to pay for additional staff time, hire outside consultants, provides funding for training opportunities for staff and commissioners, and do land management to improve wetland resource areas in the respective town. Filings for fees collected under the Massachusetts Wetlands Protection Act must be set aside in a separate account and cannot revert to the General Fund or be used for any other purpose other than for Conservation.

Fy21 QTR1 beginning balance = \$41,899.57 ending balance = \$43,705.57 - up \$1,806.00 for the quarter

Fy21 QTR4 ending balance is \$50,051.46 - up \$8,151.89 for the entire fiscal year

Fy22 QTR1 beginning balance = \$50,051.46 ending balance = \$55,646.96 – up\$ 5,595.50
for the quarter

If you have any questions, don't hesitate to ask.



2021-10-21

To: Joe Powers, Town Administrator
From: Jon Idman, Director of Planning and Community Development
Re: Local Planning Committee (LPC)- Preliminary Issues to Discuss & Decide

1. LPC Role/ Mission/ Charge:

- The Local Planning Committee (LPC or Committee) will be an advisory subcommittee to the Planning Board, which will help guide & develop the draft LCP update together with the consultant and town planner. There are multiple benefits of having a subcommittee guide this work rather than the Planning Board itself.
- The Planning Board will ultimately review the recommended draft and transmit it to Town Meeting for adoption per the Charter.
- The Committee's charge should be formalized/ articulated in a mission statement that will be incorporated into an organizational document (see below).
- Consider whether the Committee will remain in place only until the LCP update is adopted or will also remain empaneled/ established for LCP implementation.

2. When to establish/ appoint the LPC?

- Before or after selection and hiring of LCP consultant?
- Potential advantages of establishing and appointing the Committee prior to hiring the consultant is that the Committee will be in place and LCP work can commence as soon as the consultant is hired; the Committee would be in place and could participate in the hiring and consultant selection process; the consultant would have an immediate, initial relationship with the Committee if in place when hired.
- A potential advantage to waiting on the establishment/ appointment until the consultant is hired is that the consultant could help with the Committee solicitation and selection process and related matters.
- I would prefer that the Committee be established in parallel with or prior to hiring the consultant.

3. Who appoints LPC Members?

- I have assumed that the appointing authority is the BOS; the charter does not specifically speak to this.
- Theoretically, the Planning Board could be the appointing authority.
- The Cape Cod Commission's regulations suggest that the BOS is the appropriate appointing authority for an LCP committee.
- The BOS is experienced in appointments and interviews so there is practical benefit to having the BOS as the appointing authority in the matter, especially where there is an existing BOS 'appointments' committee.

- I'd recommend that the BOS be the appointing authority for the Committee. The BOS could decide whether it might delegate its appointment authority to its appointments committee, or include staff in its LPC appointment decisions, etc.

4. LPC Member Composition

- I'd suggest that at least one BOS and one Planning Board member have a seat on the Committee.
- I'd suggest 9 or 11 total members but at the very least an 'odd' number of members;
- Too large of a Committee could be unproductive; too small of a Committee could unduly limit the input and perspectives offered.
- The appointments could all come from the community at large, or be filled partially with at large members.
- It might also be considered to have 'ex officio' members in addition to BOS and Planning Board from other town boards or commissions (ConsCom, HDHC, BOH, ZBA, et al) to fill the Committee in part.
- I'd recommend against appointing staff to the Committee because of the significant time commitment required outside of work hours; certainly Planning staff will be directly and primarily involved and other departments/ staff can be involved on an as needed basis as directed by the Committee.
- A Committee organizational document should be prepared prior to or at the commencement of the Committee's LCP business.
- I'd recommend that the document include among other provisions: Committee mission statement; naming the chair/ vice-chair; description of respective roles and obligations between consultant, planner, Committee, planning board & BOS; procedural meeting/ hearing rules; and anticipated Committee meeting scheduling.

5. LPC Member Selection Criteria

- A formal member solicitation should be prepared and then posted/ advertised (at least on the website if not in the local newspaper), with due dates set out for responding, interviews and selections.
- The solicitation should list required qualifications/ expectations for potential members.
- The solicitation should emphasize the extensive time and other commitments that would be required of members over an approximate 2 year period, which would help encourage only those genuinely serious about and interested in serving.
- Qualifications could be as varied as relevant land use, planning, etc. expertise and experience; extensive local history and knowledge; a particular important perspective/ representation like Cape Verdean community; and/ or simply 'love' for the town.
- It should be emphasized that the members not be 'agenda' or 'single-interest' driven, or self-interested; members shall act in the overarching best interests of the town as a whole with a collaborative, constructive, multi-disciplinary, multi-perspective approach to the Committee and its work.
- Responses should require at a minimum a CV and a narrative statement of interest.



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: Board of Selectmen
Joseph Powers
Town Administrator

FROM: David J. Guillemette 
Chief of Police

DATE: October 12, 2021

SUBJECT: Potential noise violation at Perks

Mr. Powers and members of the Board:

Attached please find a police report regarding a potential crowd noise violation that occurred at Perks on October 3, 2021 at closing time (1 am).

Please do not hesitate to contact me should you have any questions.

For Date: 10/03/2021 - Sunday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
21-13152	0105	Noise Complaint	Services Rendered
Call Taker:		4004 - PSD Telecommunicator Theodore Monteiro	
Primary Id:		118 - Detective Sergeant Robert C Brackett	
Location/Address:		[HAR 1638] PERKS COFFEE SHOP - 545 RT 28	
Calling Party:		SEA ST - HARWICH, MA 02645	
ID:	193 - Patrol John J Larivee	Disp-01:07:52 Enrt-01:07:59	Clrd-01:08:35
ID:	118 - Detective Sergeant Robert C Brackett	Disp-01:08:22 Arvd-01:08:25	Clrd-01:43:12
ID:	193 - Patrol John J Larivee	Disp-01:09:35 Enrt-01:09:39 Arvd-01:14:05	Clrd-01:30:17
Arrived By:	193 - Patrol John J Larivee		
ID:	180 - Sergeant Amy R Walinski	Arvd-01:13:41	Clrd-01:29:04
Narrative:	10/03/2021 0107 PSD Telecommunicator Theodore Monteiro RP who lives on Sea St. complains of loud screaming coming from the area of Perks.		
Narrative:	10/03/2021 0109 PSD Telecommunicator Theodore Monteiro Large group of people in the roadway		
Narrative:	10/03/2021 0111 PSD Telecommunicator Theodore Monteiro Dispersing crowd		
Refer To Incident:	<u>21-13152-OF</u>		

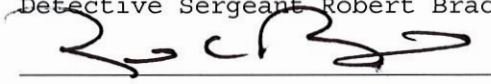


Harwich Police Department
Incident Report

Incident #: 21-13152-OF
Call #: 21-13152

Date/Time Reported: 10/03/2021 0105
Report Date/Time: 10/11/2021 2028
Status: No Crime Involved

Reporting Officer: Detective Sergeant Robert Brackett
Approving Officer: Detective Sergeant Robert Brackett

Signature: 

Signature: _____

EVENTS(S)

LOCATION TYPE: Restaurant/Cafeteria Zone: HARWICHPORT
PERKS COFFEE SHOP
545 RT 28
HARWICH MA 02645

1 Disturbance - NOISE VIOLATION

PERSON(S) PERSON TYPE SEX RACE AGE SSN PHONE

1 PERKS COFFE AND BEER GARDEN BUSINESS
545 RT 28
HARWICH MA 02645

NARRATIVE FOR DETECTIVE SERGEANT ROBERT C BRACKETT

Ref: 21-13152-OF

To: Harwich Police Department Case #21-13152-OF

From: Detective Sergeant Bob Brackett

Date: October 5, 2021

Subject: Noise Violation at Perks Coffee and Beer Garden on October 3, 2021.

1. On Sunday October 3, 2021, at approximately 1:05am, Officers were dispatched to the area of Perks Coffee and Beer Garden for the report of "loud screaming" coming from the area of Perks Coffee and Beer Garden. The caller and reporting party were said to be calling from Sea Street.
2. At the time of the call being dispatched, Detective Sergeant Brackett was patrolling Braddock Street in Harwich Port, Ma in the vicinity of #42 Braddock Street. Detective Sergeant Brackett stopped and listened for any noise. Detective Sergeant Brackett was able to hear noise that would be best described as "yelling and cheering" coming from the area of where Perks Coffee and Beer garden would be located. Detective Sergeant Brackett subsequently utilized Google Maps to measure this distance and found it to be approximately 550 feet in a straight line.
3. Detective Sergeant Brackett proceeded to the area of Perks Coffee and Beer Garden. Upon traveling West on Route 28 approaching the area, there was a large crowd observed to be in the road surrounding a couple of vehicles that were in the travel lane on Route 28. These vehicles were stopped due to the crowd. Detective Sergeant Brackett activated the lights on his vehicle in an effort to disperse the crowd. The crowd left the roadway and the vehicles were able to proceed. It was later learned that these vehicles were UBER cars picking up patrons. Detective Sergeant Brackett estimated there to be approximately thirty (30) people in the roadway in front of Perks Coffee and Beer Garden and The Port Restaurant.
4. The crowd dispersed from the roadway to the sidewalk in front of Perks Coffee and Beer Garden. Detective Sergeant Brackett counted the crowd (as best as possible) and there were approximately sixty (60) people on the sidewalk area. Detective Sergeant Brackett stayed on location in an attempt to keep the patrons from standing in the road as there was not enough room on the sidewalk. Due to the lack of room on the sidewalk many patrons would unknowingly wander out into the street with traffic driving by. Many patrons subsequently crossed the street and were gathered on the sidewalk by the municipal parking lot.
5. It should be noted that although the crowd was loud and boisterous they were cooperative. The crowd had come from Perks Coffee and Beer Garden. Detective Sergeant Brackett had previously driven by this location and there were hardly any patrons at The Port restaurant while Perks Coffee and Beer Garden was very busy. Staff members from Perks also confirmed that the patrons had come from their establishment.
6. It should also be noted that upon the initial arrival of Detective Sergeant Brackett Perks was empty of all patrons and Perks had multiple staff members out on the sidewalk of Route 28 attempting to move the crowd along including, but not limited to, the owner Taylor Powell. Staff members were doing their best to move along the crowd.

NARRATIVE FOR DETECTIVE SERGEANT ROBERT C BRACKETT

Ref: 21-13152-OF

7. The cause of the crowds on the sidewalk was patrons waiting for UBER rides to pick them up. Patrons were not leaving as they wanted to make sure they got their UBER ride.
8. The primary cause of the noise was a very large group of foreign visitors that were waiting for multiple UBER rides. There was a language barrier with this group and they were very boisterous and loud completely unaware of their actions. Detective Sergeant Brackett remained on location with this group until approximately 1:43am until the last UBER arrived.
9. In fairness to Perks Coffee and Beer Garden, they had cleared their establishment of patrons at closing time and staff was doing due diligence in an attempt to clear the crowds from the sidewalk. The crowds of people were due to people waiting for UBER rides. The crowd was loud but not rowdy. The primary issue was the group of foreign visitors and the language barrier. Perks staff showed great frustration over being unable to solve the problem of what to do about the people waiting for UBER rides and subsequently being responsible for the noise that they create while they are out along Route 28.

Respectfully Submitted by,



*Detective Sergeant Robert Brackett
Harwich Police Detective Division*

Brooks Academy Museum Commission
80 Parallel Street
Harwich, MA 02645

October 12, 2021

Board of Selectmen
Harwich Town Offices
732 Main Street
Harwich, MA 02645

Dear Board Members,

The Brooks Academy Museum Commission (BAMC) is responsible for reviewing all improvements to Brooks Academy and its grounds. A few years ago, the Crowell Barn was added to our area of responsibility. Our role is to review and recommend approval for any improvements, and to forward our recommendation to the Board of Selectmen.

In April 2021 BAMC approved a landscaping plan for the Crowell Barn, presented by Paul Doane. Copies of the minutes of the April BAMC meeting along with the original landscaping plan are attached. Modest modifications have been made to the plan based on input from BAMC members, the Harwich Historical Society, and the Harwich Garden Club. As you know, the site was denuded by the 2019 tornado. Our hope is that the new landscaping will be in place prior to the planned 160th celebration of Elmer Crowell's birthday in summer 2022.

Since April, Paul Doane has worked with BAMC and the Harwich Historical Society to finalize the plan, raise funds and to begin site preparation for an improved lawn and installation of trees and shrubs. As Chair of BAMC, I have verified that no approvals from the Harwich Historical Commission or Planning Board are required.

We hereby request that the Board of Selectmen take any necessary action to finalize approval of the landscaping plan for the Crowell Barn.

Sincerely,

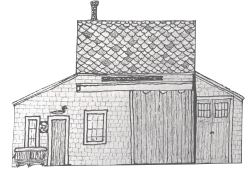


David Spitz, Chair
BAMC



Harwich Historical Society

Brooks Academy Museum
A. Elmer Crowell Barn
80 Parallel Street, Harwich, MA 02645
508-432-8089
info@HarwichHistoricalSociety.org
www.HarwichHistoricalSociety.org



October 11, 2021

Board of Selectmen
Harwich Town Offices
732 Main Street
Harwich, MA 02645

Dear Board Members,

We are pleased to participate in a plan to upgrade landscaping for the Crowell Barn property. As a result of the 2019 tornado, the site now lacks any tree cover and the building is completely exposed to the sun. Conditions are less than ideal for summer visitors. A new landscaping plan was presented to and approved by the Brooks Academy Museum Commission (BAMC) in spring 2021. The Historical Society supports the elements of the plan relating to trees and improvements for ADA access.

Pledges and donations (including \$10,000 from the Historical Society for the purchase and installation of trees) currently amount to \$20,000 which allows a strong start towards implementation of this project. While site preparation has already begun, we would like to obtain approval from the Board of Selectmen before payment is made for the installation of trees and shrubs and for work on the lawn.

In accordance with guidance from the Town Administrator and Finance Director, we hereby offer the landscaping improvements on the Crowell Barn site as a gift to the Town of Harwich and request acceptance by the Board of Selectmen of this gift. All work will be done in accordance with the plan approved by BAMC.

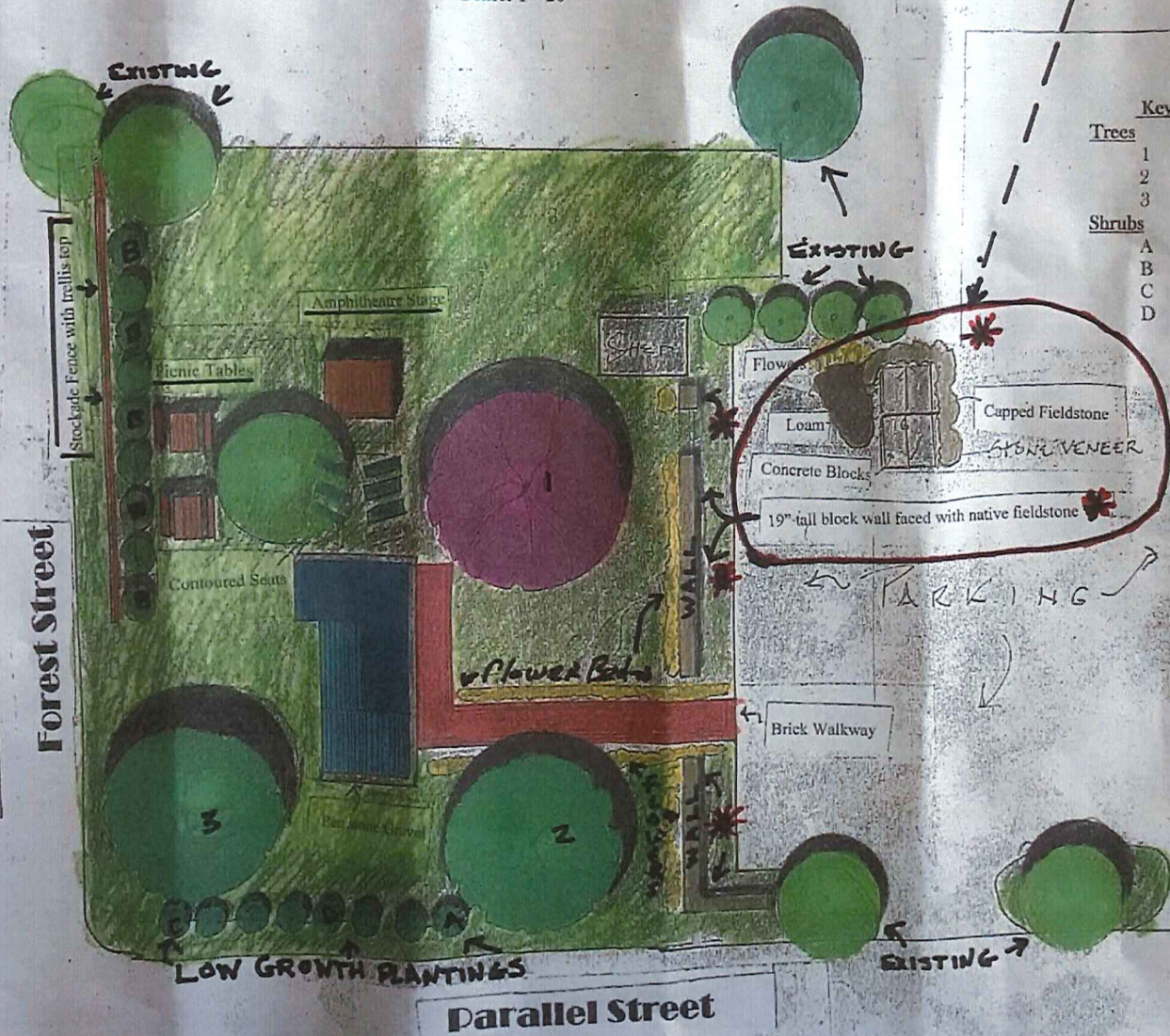
Sincerely,

Andrea Aldrovandi
President, Harwich Historical Society Inc

**Crowell Barn
Landscape Plan
72 Parallel Street
Harwich Center, Mass.**

G. Rockwood Clark
Gardens by the Sea
February 18, 2021
Scale: 1"=20'

- * KNEE WALL DESCRIPTION**
- INNER - 2 CONCRETE BLOCKS HIGH
 - OUTER - FIELDSTONE VENEER (TOP/SIDES)
 - HEIGHT - 19"
 - BACK FILLED W/ TOPSOIL - FLOWER BED



Plant List

Key	Botanical Name	Common Name
Trees		
1	Fagus sylvatica 'Riversii'	Rivers Purple Beech
2	Tilia cordata	Littleleaf Linden
3	Liquidambar styraciflua	Sweetgum
Shrubs		
A	Ilex crenata steeds	Steeds Holly ← A
B	Thuja occidentalis	Dark American Arbor Vitae ← B
C	Ilex glabra 'Shamrock'	Shamrock Inkberry ← C
D	Ilex verticillata	Winterberry ← D

Harwich Historical Society

Brooks Academy Minutes, April 14, 2021
Online via GoToMeeting

Attendees: Commission Members David Spitz, Janet Cassidy, Sandra Hall, Debora Miller and Museum Director Marie Zahn.

Guests: Sally Smith (Garden Club), Paul Doane, Taffy Aldrovandi (Historical Society)

The meeting was called to order at 9:30 a.m. by Chairman David Spitz.

PUBLIC COMMENT: Remembering Peggy Rose. Members shared their thoughts and sadness over the passing of Commission Member Peggy Rose.

APPROVAL OF MINUTES: Upon motion by Debora Miller, seconded by Janet Cassidy, the minutes for the March 10, 2021, meeting were accepted with minor corrections. Roll call vote: Janet Cassidy, aye; Debora Miller, aye; Sandra Hall, aye; David Spitz, aye.

OLD BUSINESS:

LANDSCAPING PROJECT – PAUL DOANE.

Paul acknowledged the help of Peggy Rose in the planning of the landscaping project and expressed his sadness over her passing.

Paul talked about some revision to the scale of the landscaping plan in order to keep his personal cost manageable until he can get back to the Cape to start fund raising. To allow for expansion of the parking area and moving low wall, garden area and walkway 15 feet further west on the property, so that walkway will now be about 35 feet from the front of the barn. He has talked to Rocky Clark about shifting the location of the trees due to the tightening of the space so that the beech would be on the back corner and the gum tree would be moved up. Paul reports that town hall remains supportive and that if the commission is still supportive, he will get a final plan to the commission. He hopes to complete the project by the Fall of 2022 which is the 160th birthday of Elmer Crowell. Paul plans to be back on Cape in early June and hopes to get the hardscaping done around the middle of June. He will use the time in the fall and into 2022 to work on fund raising. David asked for a simple written plan ahead of time and in the meantime he will talk to the Town Administrator to see if we need have a vote from the Board of Selectmen.

Upon motion by Sandra Hall, seconded by Janet Cassidy, the current plan was approved subject to the modest shifting of the wall and change of location for the tree. Roll call vote: Janet Cassidy, aye; Debora Miller, aye; Sandra Hall, aye; David Spitz, aye.

Marie reported that Cyndy Williams, Director of the Chamber of Commerce announced that the Chamber is donating funds to various organizations within the town including the Historical Society. The Historical Society plans to set aside their donation for this project in memory of Peggy Rose.

REPORT FROM COMMISSION CHAIR:

1. CPC ARTICLE, PREPARATION FOR TOWN MEETING

David reports that the FinCom approved the building project by a 5 to 2 vote. We may have some opposition on town meeting floor so we should be prepared to speak in support. David met with Marie and Cyndi Williams to talk about kicking off a PR campaign to explain the need for the project to the public.

2. CAPITAL PLAN

Town Administrator Joe Powers would like to meet right after town meeting to talk about our capital plan. He would like to make a serious effort to cost things out. David has also been trying to get a handle on the lead abatement problem but so far has not met with much success. Marie has talked to Judy Ford about her experience at the South Harwich meeting house and has an email from Judy which she will share with the board.

REPORT OF THE MUSEUM DIRECTOR, ACTIVITIES

June 24th will be the opening day for the Museum along with the Farmers' Market. June 26th will be the Annual Meeting of the Historical Society to be held on the grounds of Brooks Academy as well as the Grand Opening celebration for the Museum and the Crowell Barn.

A Walk Local for Local History fund raiser is coming up on May 22nd which will be a walk down Parallel Street pointing out landmarks along the way.

The Museum will also be taking part in the Cape Cod Museum Trails Mondays in May on May 17th. The Barn will be open for a few hours and admission will be free.

The Museum has received three grants, one from Cape Cod Five, one from the Cultural Council and one from the Women's Club of Chatham which have helped to purchase Whisper Head Set system that will be arriving shortly to be used in walking tours and programs. Accessibility is also being expanded to include the visually impaired.

David asked Sally Smith and Taffy Aldrovandi for any comments or questions. Taffy has now taken over as President of the Historical Society due to the passing of Peggy Rose. Sally will make sure the Garden Club membership is aware of the need to support the Museum projects.

APPROVAL OF EVENTS: None

APPROVAL OF BILLS: None

OTHER BUSINESS: None

NEXT MEETING: Next meeting is tentatively scheduled for the second Wednesday in June.

ADJOURNMENT: The meeting was adjourned by the Chair at 10:12 a.m.

Respectfully submitted,

Sandra B. Hall

Sandra B. Hall, Clerk

Brooks Academy Museum Commission



Geoffrey Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Bulletin

BUL-2021-10

TO: Mayors, City Managers, Selectmen
Executive Directors, Sewer Authorities,
Commissioners, Sewer Districts,
City and Town Treasurers

FROM: Deborah Wagner, Director of Accounts

DATE: September 2021

SUBJECT: Sewer Rate Relief Fund – FY2022

The Commonwealth Sewer Rate Relief Fund operates under Massachusetts General Laws Chapter 29, § 2Z. The Fund was created in 1993 to mitigate escalating costs of sewer service in the Commonwealth. Awards were based on eligible debt service and were calculated at up to 20% of debt service. In FY2022, \$1,500,000 has been appropriated.

Details of the program are unchanged. Eligible debt service is defined as:

- permanent debt issued on or after January 1, 1990 for a term greater than five years,
- for water pollution control projects.

Ineligible debt service:

- projects which received state grants, and/or
- projects financed through the Massachusetts Clean Water Trust, (formerly the Massachusetts Water Pollution Abatement Trust or MWPAT) through the State Revolving Fund Program unless the total debt issued through MWPAT exceeded \$50,000,000 on June 30, 1995.

We are again requesting detailed project descriptions for newly requested projects to better assist us in determining project eligibility. Several example project descriptions have been provided with the application.

The Division of Local Services administers the program in consultation with the Department of Environmental Protection. Applications should be submitted using the attached form and returned by Friday, October 29, 2021 to boadata@dor.state.ma.us. For application questions, please E-mail Tony Rassias at rassias@dor.state.ma.us.

**Division of Local Services
Massachusetts Department of Revenue**

COMMONWEALTH SEWER RATE RELIEF FUND

APPLICATION FOR FY2022 DISTRIBUTION

Harwich
City/Town/District/Authority

A. RECORD OF ELIGIBLE INDEBTEDNESS:

List permanent debt issued for **more than five years** (i.e., do not list bond anticipation notes) **on or after January 1, 1990** wholly or in substantial part to finance or refinance the costs of planning, design, or construction of any water pollution control project or part thereof **required to meet the provisions of the Federal Water Pollution Control Act** (33 USC, §§ 1251 et seq.) and M.G.L. c. 21, §§ 26-53 or any wastewater collection or transportation project related thereto. Attach additional sheets if needed.

Any project for which **state grants** were received is ineligible.

Projects financed by the **Mass. Clean Water Trust** (State Revolving Fund Program) are also ineligible unless the total debt issued through the Massachusetts Water Pollution Abatement Trust (MWPAT) exceeded \$50,000,000 on June 30, 1995.

Project ID Number	Project Name	Issue Date	Original Amount*	FY2022 Debt Service*	SRF Loan Received? (Y/N)
1. 1427	Muddy Creek	6/21/2018	\$350,500	\$32,775	N
2. 1711	Interconnection & Planning	6/21/2018	\$2,761,000	\$241,475	N
3. 1712	Cold Brook	6/21/2018	\$32,500	\$5,750	N
4. 1712	Cold Brook	6/20/2019	\$37,450	\$6,500	N
5.					
6.					
7.					
8.					
9.					
10.					

Total FY2022 Debt Service \$ 286,500

*A **legible** debt service schedule for the life of the bonds must be attached for **all** projects (this includes schedules submitted in prior years). Every refunding issue must be tied in to the initial borrowing.

Town of Harwich, Massachusetts
 \$12,525,000 General Obligation Municipal Purpose Loan of 2018 Bonds
 \$350,500 Addl Muddy Creek Bridge & Culvert (IE) , Dated June 21, 2018
 Ch. 44, s. 7(1), Auth. 5/19/2015, Art. 26

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/21/2018	-	-	-	-	-
12/15/2018	-	-	7,341.83	7,341.83	-
06/15/2019	20,500.00	3.000%	7,595.00	28,095.00	-
06/30/2019	-	-	-	-	35,436.83
12/15/2019	-	-	7,287.50	7,287.50	-
06/15/2020	20,000.00	4.000%	7,287.50	27,287.50	-
06/30/2020	-	-	-	-	34,575.00
12/15/2020	-	-	6,887.50	6,887.50	-
06/15/2021	20,000.00	5.000%	6,887.50	26,887.50	-
06/30/2021	-	-	-	-	33,775.00
12/15/2021	-	-	6,387.50	6,387.50	-
06/15/2022	20,000.00	5.000%	6,387.50	26,387.50	-
06/30/2022	-	-	-	-	32,775.00
12/15/2022	-	-	5,887.50	5,887.50	-
06/15/2023	20,000.00	5.000%	5,887.50	25,887.50	-
06/30/2023	-	-	-	-	31,775.00
12/15/2023	-	-	5,387.50	5,387.50	-
06/15/2024	20,000.00	5.000%	5,387.50	25,387.50	-
06/30/2024	-	-	-	-	30,775.00
12/15/2024	-	-	4,887.50	4,887.50	-
06/15/2025	20,000.00	5.000%	4,887.50	24,887.50	-
06/30/2025	-	-	-	-	29,775.00
12/15/2025	-	-	4,387.50	4,387.50	-
06/15/2026	20,000.00	5.000%	4,387.50	24,387.50	-
06/30/2026	-	-	-	-	28,775.00
12/15/2026	-	-	3,887.50	3,887.50	-
06/15/2027	20,000.00	5.000%	3,887.50	23,887.50	-
06/30/2027	-	-	-	-	27,775.00
12/15/2027	-	-	3,387.50	3,387.50	-
06/15/2028	20,000.00	5.000%	3,387.50	23,387.50	-
06/30/2028	-	-	-	-	26,775.00
12/15/2028	-	-	2,887.50	2,887.50	-
06/15/2029	15,000.00	5.000%	2,887.50	17,887.50	-
06/30/2029	-	-	-	-	20,775.00
12/15/2029	-	-	2,512.50	2,512.50	-
06/15/2030	15,000.00	5.000%	2,512.50	17,512.50	-
06/30/2030	-	-	-	-	20,025.00
12/15/2030	-	-	2,137.50	2,137.50	-
06/15/2031	15,000.00	4.000%	2,137.50	17,137.50	-
06/30/2031	-	-	-	-	19,275.00
12/15/2031	-	-	1,837.50	1,837.50	-
06/15/2032	15,000.00	4.000%	1,837.50	16,837.50	-
06/30/2032	-	-	-	-	18,675.00
12/15/2032	-	-	1,537.50	1,537.50	-
06/15/2033	15,000.00	4.000%	1,537.50	16,537.50	-
06/30/2033	-	-	-	-	18,075.00
12/15/2033	-	-	1,237.50	1,237.50	-
06/15/2034	15,000.00	3.250%	1,237.50	16,237.50	-
06/30/2034	-	-	-	-	17,475.00
12/15/2034	-	-	993.75	993.75	-
06/15/2035	15,000.00	3.250%	993.75	15,993.75	-
06/30/2035	-	-	-	-	16,987.50
12/15/2035	-	-	750.00	750.00	-
06/15/2036	15,000.00	3.250%	750.00	15,750.00	-
06/30/2036	-	-	-	-	16,500.00
12/15/2036	-	-	506.25	506.25	-
06/15/2037	15,000.00	3.375%	506.25	15,506.25	-
06/30/2037	-	-	-	-	16,012.50
12/15/2037	-	-	253.13	253.13	-
06/15/2038	15,000.00	3.375%	253.13	15,253.13	-
06/30/2038	-	-	-	-	15,506.25
Total	\$350,500.00	-	\$141,018.09	\$491,518.09	-

Yield Statistics

Bond Year Dollars.....	\$3,419.66
Average Life.....	9.757 Years
Average Coupon.....	4.1237479%
Net Interest Cost (NIC).....	3.0657542%
True Interest Cost (TIC).....	2.8920313%
Bond Yield for Arbitrage Purposes.....	2.6584734%
All Inclusive Cost (AIC).....	2.9769938%
IRS Form 8038	
Net Interest Cost.....	2.7820072%
Weighted Average Maturity.....	9.805 Years

Town of Harwich, Massachusetts
 \$12,525,000 General Obligation Municipal Purpose Loan of 2018 Bonds
 \$2,761,000 Sewer Interconnection & Planning Phase 2A I (IE), Dated June 21, 201
 Ch. 44, s. 7(1), Auth. 5/16/2017, Art. 11

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/21/2018	-	-	-	-	-
12/15/2018	-	-	57,180.75	57,180.75	-
06/15/2019	141,000.00	3.000%	59,152.50	200,152.50	-
06/30/2019	-	-	-	-	257,333.25
12/15/2019	-	-	57,037.50	57,037.50	-
06/15/2020	140,000.00	4.000%	57,037.50	197,037.50	-
06/30/2020	-	-	-	-	254,075.00
12/15/2020	-	-	54,237.50	54,237.50	-
06/15/2021	140,000.00	5.000%	54,237.50	194,237.50	-
06/30/2021	-	-	-	-	248,475.00
12/15/2021	-	-	50,737.50	50,737.50	-
06/15/2022	140,000.00	5.000%	50,737.50	190,737.50	-
06/30/2022	-	-	-	-	241,475.00
12/15/2022	-	-	47,237.50	47,237.50	-
06/15/2023	140,000.00	5.000%	47,237.50	187,237.50	-
06/30/2023	-	-	-	-	234,475.00
12/15/2023	-	-	43,737.50	43,737.50	-
06/15/2024	140,000.00	5.000%	43,737.50	183,737.50	-
06/30/2024	-	-	-	-	227,475.00
12/15/2024	-	-	40,237.50	40,237.50	-
06/15/2025	140,000.00	5.000%	40,237.50	180,237.50	-
06/30/2025	-	-	-	-	220,475.00
12/15/2025	-	-	36,737.50	36,737.50	-
06/15/2026	140,000.00	5.000%	36,737.50	176,737.50	-
06/30/2026	-	-	-	-	213,475.00
12/15/2026	-	-	33,237.50	33,237.50	-
06/15/2027	140,000.00	5.000%	33,237.50	173,237.50	-
06/30/2027	-	-	-	-	206,475.00
12/15/2027	-	-	29,737.50	29,737.50	-
06/15/2028	140,000.00	5.000%	29,737.50	169,737.50	-
06/30/2028	-	-	-	-	199,475.00
12/15/2028	-	-	26,237.50	26,237.50	-
06/15/2029	140,000.00	5.000%	26,237.50	166,237.50	-
06/30/2029	-	-	-	-	192,475.00
12/15/2029	-	-	22,737.50	22,737.50	-
06/15/2030	140,000.00	5.000%	22,737.50	162,737.50	-
06/30/2030	-	-	-	-	185,475.00
12/15/2030	-	-	19,237.50	19,237.50	-
06/15/2031	135,000.00	4.000%	19,237.50	154,237.50	-
06/30/2031	-	-	-	-	173,475.00
12/15/2031	-	-	16,537.50	16,537.50	-
06/15/2032	135,000.00	4.000%	16,537.50	151,537.50	-
06/30/2032	-	-	-	-	168,075.00
12/15/2032	-	-	13,837.50	13,837.50	-
06/15/2033	135,000.00	4.000%	13,837.50	148,837.50	-
06/30/2033	-	-	-	-	162,675.00
12/15/2033	-	-	11,137.50	11,137.50	-
06/15/2034	135,000.00	3.250%	11,137.50	146,137.50	-
06/30/2034	-	-	-	-	157,275.00
12/15/2034	-	-	8,943.75	8,943.75	-
06/15/2035	135,000.00	3.250%	8,943.75	143,943.75	-
06/30/2035	-	-	-	-	152,887.50
12/15/2035	-	-	6,750.00	6,750.00	-
06/15/2036	135,000.00	3.250%	6,750.00	141,750.00	-
06/30/2036	-	-	-	-	148,500.00
12/15/2036	-	-	4,556.25	4,556.25	-
06/15/2037	135,000.00	3.375%	4,556.25	139,556.25	-
06/30/2037	-	-	-	-	144,112.50
12/15/2037	-	-	2,278.13	2,278.13	-
06/15/2038	135,000.00	3.375%	2,278.13	137,278.13	-
06/30/2038	-	-	-	-	139,556.25
Total	\$2,761,000.00	-	\$1,166,714.51	\$3,927,714.51	-

Yield Statistics

Bond Year Dollars.....	\$28,694.98
Average Life.....	10.393 Years ^{est}
Average Coupon.....	4.0859181%
Net Interest Cost (NIC).....	3.1105754%
True Interest Cost (TIC).....	2.9456058%
Bond Yield for Arbitrage Purposes.....	2.6584734%
All Inclusive Cost (AIC).....	3.0264513%
IRS Form 8038	
Net Interest Cost.....	2.8400951%
Weighted Average Maturity.....	10.214 Years

Town of Harwich, Massachusetts
\$12,525,000 General Obligation Municipal Purpose Loan of 2018 Bonds
\$32,500 Sewer Cold Brook Phase 2B (IE), Dated June 21, 2018
Ch. 44, s. 7(1), Auth. 5/16/2017, Art. 12

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/21/2018					
12/15/2018			688.75	688.75	
06/15/2019	7,500.00	3.000%	712.50	8,212.50	
06/30/2019					8,901.25
12/15/2019			600.00	600.00	
06/15/2020	5,000.00	4.000%	600.00	5,600.00	
06/30/2020					6,200.00
12/15/2020			500.00	500.00	
06/15/2021	5,000.00	5.000%	500.00	5,500.00	
06/30/2021					6,000.00
12/15/2021			375.00	375.00	
06/15/2022	5,000.00	5.000%	375.00	5,375.00	
06/30/2022					5,750.00
12/15/2022			250.00	250.00	
06/15/2023	5,000.00	5.000%	250.00	5,250.00	
06/30/2023					5,500.00
12/15/2023			125.00	125.00	
06/15/2024	5,000.00	5.000%	125.00	5,125.00	
06/30/2024					5,250.00
Total	\$32,500.00		\$5,101.25	\$37,601.25	

Yield Statistics

Bond Year Dollars	5106.96
Average Life	3.291 Years
Average Coupon	4.7693806%
Net Interest Cost (NIC)	2.1613744%
True Interest Cost (TIC)	2.0282296%
Bond Yield for Arbitrage Purposes	2.6584734%
All Inclusive Cost (AIC)	2.2469286%
IRS Form 8038	
Net Interest Cost	1.6399008%
Weighted Average Maturity	3.379 Years

Town of Harwich, Massachusetts
\$9,105,000 General Obligation Municipal Purpose Loan of 2019 Bonds
\$37,450 Sewer Phase 2C Cold Brook Design (IE) , Dated June 20, 2019
Ch. 44, s. 7(1), Auth. 5/16/2017

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/20/2019	-	-	-	-	-
12/15/2019	-	-	910.24	910.24	-
06/15/2020	2,450.00	5.000%	936.25	3,386.25	-
06/30/2020	-	-	-	-	4,296.49
12/15/2020	-	-	875.00	875.00	-
06/15/2021	5,000.00	5.000%	875.00	5,875.00	-
06/30/2021	-	-	-	-	6,750.00
12/15/2021	-	-	750.00	750.00	-
06/15/2022	5,000.00	5.000%	750.00	5,750.00	-
06/30/2022	-	-	-	-	6,500.00
12/15/2022	-	-	625.00	625.00	-
06/15/2023	5,000.00	5.000%	625.00	5,625.00	-
06/30/2023	-	-	-	-	6,250.00
12/15/2023	-	-	500.00	500.00	-
06/15/2024	5,000.00	5.000%	500.00	5,500.00	-
06/30/2024	-	-	-	-	6,000.00
12/15/2024	-	-	375.00	375.00	-
06/15/2025	5,000.00	5.000%	375.00	5,375.00	-
06/30/2025	-	-	-	-	5,750.00
12/15/2025	-	-	250.00	250.00	-
06/15/2026	5,000.00	5.000%	250.00	5,250.00	-
06/30/2026	-	-	-	-	5,500.00
12/15/2026	-	-	125.00	125.00	-
06/15/2027	5,000.00	5.000%	125.00	5,125.00	-
06/30/2027	-	-	-	-	5,250.00
Total	\$37,450.00	-	\$8,846.49	\$46,296.49	-

Yield Statistics

Bond Year Dollars.....	\$176.93
Average Life.....	4.724 Years
Average Coupon.....	4.9999983%
Net Interest Cost (NIC).....	1.6131025%
True Interest Cost (TIC).....	1.4580129%
Bond Yield for Arbitrage Purposes.....	2.1158655%
All Inclusive Cost (AIC).....	1.6526825%
IRS Form 8038	
Net Interest Cost.....	1.2467658%
Weighted Average Maturity.....	4.859 Years

B. PROJECT DESCRIPTIONS

For new indebtedness eligibility being requested from the FY2022 Commonwealth Sewer Rate Relief Fund, i.e., eligibility requests from new applicants or additional eligibility requests from prior year award recipients, please provide descriptions of each project. Example project descriptions have been provided at the end of this application. You may need to consult with your Public Works staff to assist in developing project descriptions. Please add additional sheets if necessary.

Project ID #	Project Name	Project Description
1427	Muddy Creek	<p>The project included the replacement of undersized culverts severely restricting tidal flows to Muddy Creek with a 94-foot wide single span bridge and tidal channel restoration. The project was completed in accordance with Pleasant Bay Alliance Targeted Watershed Management Plan.</p>
1711	Interconnect & Plan	<p>This project included the purchase of 300,000GPD of wastewater treatment capacity at the Chatham Water Pollution Control Facility in the amount of \$2.265M and consulting services to support the design of the Harwich-Chatham interconnection in the amount of \$496,000</p>
1712	Cold Brook	<p>The work included consulting services to support the design of the Cold Brook Natural Nitrogen Attenuation project in accordance with the Town's Comprehensive Wastewater Management Plan.</p>

C. USE OF AWARD PROCEEDS:

Describe briefly how the award, if any, will be used to reduce rates in the current or future years, or to finance capital water pollution control projects which would otherwise be financed through borrowing. Example Use of Award Proceeds statements have been provided at the end of this application.

The sewer collections system in Harwich is brand new and doesn't have a sufficient customer base able to support the operations, funds awarded would be deposited as revenue in the sewer enterprise fund and used to offset the general fund subsidy required to balance the budget.

D. CERTIFICATION:

We certify that the above listed eligible debt was issued on or after January 1, 1990 for a term greater than five years to finance or refinance the costs of planning, design or construction of a water pollution control project or part thereof required to meet the provisions of the Federal Water Pollution Control Act (33 USC,

§§ 1251 et seq.) and M.G.L. c. 21, §§ 26-53.

Mayor	_____	Exec. Director	_____
Manager	_____	Commissioners	_____
Selectmen	_____		_____
	_____		_____
	_____	Treasurer	<u>Army Bullock</u>
	_____	Phone	<u>508-430-7501</u>
	_____	Fax	<u>508 430-7504</u>
		E-mail	<u>abullock@town.harwich.ma.us</u>

E. Return by Friday, October 29, 2021 by e-mail to:

boadata@dor.state.ma.us

GRANT AGREEMENT
BETWEEN

Barnstable County on behalf of its
Economic Development Council and acting through the
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

And

Town of Harwich
732 Main Street
Harwich, MA 02645

THIS GRANT AGREEMENT is made this _____ day of _____ 2021 by and between the Town of Harwich (hereinafter referred to as Grantee) and Barnstable County on behalf of its Economic Development Council acting through the Cape Cod Commission (hereinafter the Commission), but without any personal liability.

WITNESSETH THAT:

WHEREAS, Barnstable County receives funding from the sale of the Cape and Islands license plates to benefit economic development on Cape Cod, and

WHEREAS, Barnstable County and its Economic Development Council acting through the Commission wishes to provide economic development grants to organizations that have proposed projects and activities that support recovery efforts from the 2020 pandemic and resiliency to related impacts in the future; and

WHEREAS, the Grantee applied for and was awarded financial assistance to undertake an eligible economic development activity,

NOW THEREFORE, the Commission and the Grantee do mutually agree as follows:

1. RESPONSIBILITIES OF THE GRANTEE

- A) The Grantee agrees to use these funds for expenses related to its Cape Cod Rail Trail at Headwaters Drive Safety Improvement project, as detailed in Attachment A.
- B) The Grantee shall maintain books, records, and other compilations of data pertaining to this work and/or services performed, and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and expenditure of funds. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.
- C) The Grantee agrees to clearly state on all written materials and reports that funding for the project is provided by Barnstable County and its Economic Development Council License Plate Grant Program through the Cape Cod Commission.

- D) The Grantee will submit reports detailing progress and the expenditure of funds per the timeline in Attachment A. The Grantee will make itself available to discuss the project at the request of the Commission. A final report documenting achievement of the goals and objectives of the grant and detailing the expenditure of grant funds is required within 60 days of the conclusion of the project.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Grantee with grant funds in an amount not to exceed \$17,000 on a reimbursement basis. Reimbursements may be requested on a monthly basis and will be made to the Grantee upon receipt of invoices detailing expenditures and documenting costs, as outlined in Attachment A.

3. DURATION

A) This Grant Agreement shall be effective until June 30, 2022 unless an extension in time is agreed to in writing by both parties.

B) Either the Grantee or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Commission shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

[signatures on following page]

IN WITNESS WHEREOF, the GRANTEE and COMMISSION execute this Agreement this _____ day of _____ in the year two thousand and twenty-one.

FOR BARNSTABLE COUNTY:

FOR THE GRANTEE:

Elizabeth Albert, County Administrator

Michael MacAskill, Board of Selectmen Chair

Date

Date

FOR THE CAPE COD COMMISSION

Kristy Senatori, Executive Director

Date

ATTACHMENT A
Scope of Work/Timeline/Budget

Cape Cod Rail Trail at Headwaters Drive Safety Improvement Project

Background

The project seeks to address safety concerns and further enhance and improve visibility of the Cape Cod Rail Trail crossing at Headwaters Drive by installing a crossing beacon. This project aligns with the 2019 CEDS goal of Capital Facilities and Infrastructure by supporting the regional need of a complete multi-modal transportation system and development of a safe, connected regional multi-use path network.

Scope of Work/Tasks

Procure and install utilizing Town DPW staff crossing beacon equipment. Town salaries are contributed as an in-kind match for the project, estimated at \$875.00.

Time Frame/Deliverable

Target installation by April/May 2022.

Progress Reports

The Grantee will submit a final progress report within 30 days of completing the final task. Grantee will provide pictures of the improved site with its final report.

A progress report template will be emailed to the address that submitted the original application. Progress reports should be emailed to bcedc@barnstablecounty.org.

Budget

Crossing beacon equipment - \$17,000.

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516

TOWN OF HARWICH
ANNUAL TOWN MEETING
MAY 6, 2019

**HARWICH AFFORDABLE HOUSING TRUST – LIST OF TOWN PROPERTIES TO
DESIGNATE AS AFFORDABLE**

ARTICLE 61: To see if the Town will vote to transfer the care, custody and control of the parcels of land described below from the tax custodian, the Board of Selectmen or other board or officer having custody thereof for tax title, affordable housing or other purposes for which such parcels are currently held to the Harwich Affordable Housing Trust for affordable housing purposes including the purpose of conveyance, and to authorize the execution of any deeds and other documents as may be necessary or appropriate to accomplish the foregoing, which parcels of land are described more particularly as follows:

- (a) Two parcels of land located on Oak Street, one identified on Assessors May 61 as Parcel B1-A (containing 1.58 acres, more or less) and the other on Assessors Map 61 as Parcel B1-B (containing 1.32 acres, more or less), shown on a plan recorded with the Barnstable Registry of Deeds in Plan Book 337, Page 62, and being the premises described in a deed recorded in Book 6233, Page 206;
- (b) The parcel of land located on Depot Street, identified on Assessor's Map 56 as Parcel P12 (containing one acre, more or less), and being a portion of the premises described in Book 652, Page 71 and being the premises described in Foreclosure in Tax Lien Case in Book 21728, Page 319;
- (c) The following parcels of land located on or near: 0 Depot Road, identified on Assessors Map 63 as Parcel J1 (containing 1.41 acres, more or less); and being the premises described in a deed in Book 8241, Page 226; 0 Orleans Road, identified on Assessors Map 63 as Parcel J2 (containing 4.59 acres, more or less) and being the premises described in Book 8241, Page 230; 0 Depot Road, shown on Assessors Map 63 as Parcel J3 (containing 17.35 acres, more or less) and being the premises described in Book 8241, Page 234;
- (d) A parcel of land located at 728 Main Street, identified on Assessor's Map 41 as Parcel B8 (containing 1.38 acres, more or less), and being the premises described in Book 1368, Page 738 and Book 9770, Page 17; and
- (e) A parcel of land located at 265 Sisson Road, identified on Assessor's Map 40 as Parcel Z5 (containing 1.11 acres, more or less), and being the premises described in Book 9770, Page 13.

and to act fully thereon. By request of the Board of Selectmen.

Explanation: The newly founded Affordable Housing Trust will use these properties to create housing for qualified persons. The Trust will explore the ability to develop each for affordable housing over the next few years. The Board of Selectmen does have the ability to transfer some such as Willow Street under previous Town Meeting Action.

THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED TO MAKE LAND AVAILABLE FOR FUTURE PROPOSALS FOR POSSIBLE AFFORDABLE HOUSING UNITS. VOTE: YES-6, NO-1

MOTION: (Dana DeCosta, Finance Committee) I move that this article be accepted and adopted with the following changes: in item (C) the Town impose a limitation on development on the southern portion of parcel J3 in the area identified as falling under the Massachusetts endangered species jurisdiction and the isolated wetlands (potentially vernal pools) as shown on the map available at this Town Meeting, and excluding (D) 728 Main Street.

Duly seconded

AMEND THE MAIN MOTION: (James Donovan) Amend Article #61 – section (C) regarding parcel J3 – that the Town excludes development of Map 63-Parcel J3 extending from 100 feet north of the northern-most state-classified vernal pool and isolated wetland, extending south through the property to Map 63 – Parcel J6 (as shown on the attached map or viewed on the screen), However, nothing in this restriction shall prohibit the restricted area from being utilized for mitigation to support development on the remainder of Parcel J3, J2 or J1

Duly seconded

ACTION ON THE AMENDMENT: Amendment carried

ACTION ON THE MAIN MOTION AS AMENDED: Motion carried.

A true copy

Attest:


Anita N. Doucette, MMC/CMMC
Town Clerk

MAP	PARCEL	Acres	Value	Value Date	Address	Notes
61	B1-A	1.58	\$201,600.00	12/9/2020	0 Oak Street	
61	B1-B	1.32	\$197,700.00	12/9/2020	0 Oak Street	
56	P12	1.00	\$144,700.00	12/9/2020	0 Depot Street	
63	J1	1.41	\$199,100.00	12/9/2020	0 Depot Road	
63	J2	4.59	\$246,800.00	12/9/2020	0 Orleans Road	
63	J3	17.35	\$925,400.00	12/9/2020	0 Depot Road	
41	B8	1.38	\$580,000.00	12/9/2020	728 Main Street (Albro House)	
40	Z5	1.11	\$361,300.00	12/9/2020	265 Sisson Road (Theater)	Recreation
		29.74	\$2,856,600.00			

Key: 9524

Town of HARWICH - Fiscal Year 2021

12/9/2020 3:48 pm SEQ #: 8,168

LEGAL

LAND

DETACHED

BUILDING

CURRENT OWNER				PARCEL ID				LOCATION				CLASS	CLASS%	DESCRIPTION			BN ID	BN	CARD
HARWICH TOWN OF - SELECTMEN 732 MAIN ST HARWICH, MA 02645				61-B1-B-0				0 OAK ST				9300	100	VAC.SELECT/CITY CNCL					1 of 1
TRANSFER HISTORY				DOS	T	SALE PRICE	BK-PG (Cert)												
HARWICH TOWN OF - SELECTM				04/28/1988	E		1 6233-206												

CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE		
100	S	43,560	4	1.00	1.00	100	1.00	192,900	1.00	100	1.00	2	1.00	192,900
300	A	0.320	4	1.00	1.00	100	1.00	15,000	1.00	100	1.00	2	1.00	4,800

TOTAL	1.320 Acres	ZONING		FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 4	NOTE		LAND		197,700	193,600	
Inf1	NONE		BUILDING		0	0		
Inf2	FACTOR 100		DETACHED		0	0		
			OTHER		0	0		
				TOTAL		197,700	193,600	

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING	CD	ADJ	DESC	MEASURE	LIST	REVIEW	BLDG COMMENTS
MODEL							
STYLE							
QUALITY							
FRAME							

YEAR BLT	NET AREA	SNLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF.YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

Key: 16028

Town of HARWICH - Fiscal Year 2021

12/9/2020 3:48 pm SEQ #: 10,589

LEGAL

LAND

DETACHED

BUILDING

CURRENT OWNER		PARCEL ID	LOCATION		CLASS	CLASS%	DESCRIPTION	BN ID	BN	CARD					
HARWICH TOWN OF - SELECTMEN 732 MAIN ST HARWICH, MA 02645		56-P12-0	0 DEPOT ST		9300	100	VAC.SELECT/CITY CNCL			1 of 1					
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)		PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
HARWICH TOWN OF - SELECTM CAHOON HOWARD C JR ET AL		01/26/2007 11/27/1948	E XX		1 770-182	21728-319									

CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpt	VC	CREDIT AMT	ADJ VALUE
100	S	43,560	3	1.00	VB	1.00	100	1.00	1	0.75		144,680

TOTAL	43,560 SF	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 3	NOTE			LAND	144,700	146,000
Inf1	VACANT		BUILDING	0	0		
Inf2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
					TOTAL	144,700	146,000

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				
STYLE				
QUALITY				
FRAME				

YEAR BLT	NET AREA	SNLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF.YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

Key: 17978

Town of HARWICH - Fiscal Year 2021

12/9/2020

3:48 pm

SEQ #: 11,270

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CURRENT OWNER		PARCEL ID	LOCATION	
HARWICH TOWN OF - SELECTMEN 732 MAIN ST HARWICH, MA 02645		63-J1-0	0 DEPOT RD	
TRANSFER HISTORY		DOS	T	BK-PG (Cert)
HARWICH TOWN OF - SELECTM OWNERS UNKNOWN		10/07/1992	E QS	1 8241-226 -

CLASS	CLASS%	DESCRIPTION	BN ID	BN	CARD			
9300	100	VAC.SELECT/CITY CNCL			1 of 1			
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%

L
A
N
D

CD	T	AC/SF/UN	NgH	Inf1	Inf2	ADJ BASE	SAF	Topo	Lp	VC	CREDIT AMT	ADJ VALUE
100	S	43,560	6	1.00	1.00	100	1.00	100	1.00	2	1.00	192,900
300	A	0,410	6	1.00	1.00	100	1.00	100	1.00	2	1.00	6,150

TOTAL	1.410 Acres	ZONING	NGH 6	FRNT	0	ASSESSED	199,100	CURRENT	194,900	PREVIOUS	194,900
NgH	NGH 6	N O T E	LAND	0	0						
Inf1	NONE		BUILDING	0	0						
Inf2	FACTOR 100		DETACHED	0	0						
			OTHER	0	0						
			TOTAL	199,100	194,900						

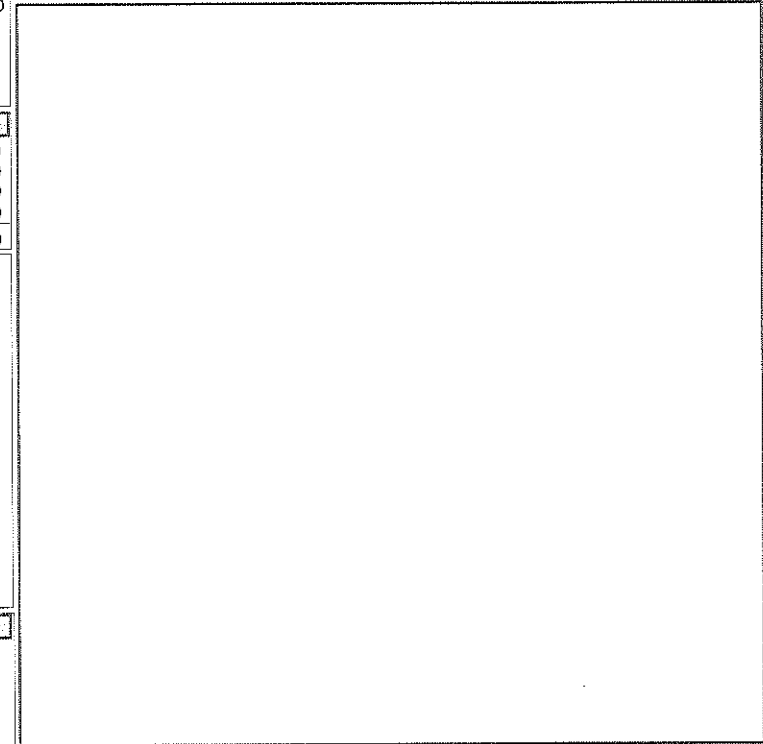
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TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

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BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

YEAR BLT	NET AREA	SNLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN



TOTAL RCN		CONDITION ELEM	CD
EFF.YR/AGE			
COND			
FUNC			
ECON			
DEPR		% GD	
RCNLD			

Key: 17973

Town of HARWICH - Fiscal Year 2021

12/9/2020 3:48 pm SEQ #: 11.265

LEGALS

LAND

CURRENT OWNER		PARCEL ID	LOCATION		CLASS	CLASS%	DESCRIPTION	BN ID	BN	CARD
HARWICH TOWN OF - SELECTMEN 732 MAIN ST HARWICH, MA 02645		63-J2-0	0 ORLEANS RD		9300	100	VAC.SELECT/CITY CNCL			1 of 1
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)					
HARWICH TOWN OF - SELECTM OWNERS UNKNOWN		10/07/1992	E QS	1 8241-230 -						

CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpl	VC	CREDIT AMT	ADJ VALUE		
100	S	43,560	6	1.00	1.00	100	1.00	192,900	1.00	100	1.00	2	1.00	192,900
300	A	3,590	6	1.00	1.00	100	1.00	15,000	1.00	100	1.00	2	1.00	53,850

TOTAL	4,590 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 6	NOTE	LAND	246,800	241,800		
Inf1	NONE		BUILDING	0	0		
Inf2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL	246,800	241,800		

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

YEAR BLT	SIZE ADJ	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN
NET AREA	DETAIL ADJ													CONDITION ELEM
\$NLA(RCN)	OVERALL													CD
CAPACITY	UNITS	ADJ												
														EFF.YR/AGE
														COND
														FUNC
														ECON
														DEPR
														% GD
														RCNLD

Key: 17977

Town of HARWICH - Fiscal Year 2021

12/9/2020

3:48 pm

SEQ #: 11,269

LEGAL

CURRENT OWNER		PARCEL ID	LOCATION		CLASS	CLASS%	DESCRIPTION	BN ID	BN	CARD
HARWICH TOWN OF - SELECTMEN 732 MAIN ST HARWICH, MA 02645		63-J3-0	0 DEPOT RD		9300	100	VAC.SELECT/CITY CNCL			1 of 1
TRANSFER HISTORY		DOS	T	SALE PRICE	BK-PG (Cert)					
HARWICH TOWN OF - SELECTM OWNERS UNKNOWN		10/07/1992	E QS		1 8241-234 -					

LAND

CD	T	AC/SF/UN	NgH	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE		
100	S	40,000	6	1.00	1.00	100	1.00	192,900	1.00	100	1.00	2	1.00	177,130
200	A	5,508	6	1.00	1.00	100	1.00	106,100	1.00	100	1.00	2	1.00	584,400
300	A	10,924	6	1.00	1.00	100	1.00	15,000	1.00	100	1.00	2	1.00	163,860

TOTAL	17,350 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
NgH	NGH 6	NOTE			LAND	925,400	854,300
Inf1	NONE		BUILDING	0	0		
Inf2	FACTOR 100		DETACHED	0	0		
			OTHER	0	0		
			TOTAL		925,400	854,300	

DETACHED

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD	PHOTO

BUILDING

BUILDING	CD	ADJ	DESC	MEASURE
MODEL				LIST
STYLE				REVIEW
QUALITY				
FRAME				

YEAR BLT	NET AREA	SNLA(RCN)	SIZE ADJ	DETAIL ADJ	OVERALL	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	CONDITION ELEM	CD

EFF. YR/AGE	
COND	
FUNC	
ECON	
DEPR	% GD
RCNLD	

Key: 10681

Town of HARWICH - Fiscal Year 2021

12/9/2020 3:48 pm SEQ #: 9.085

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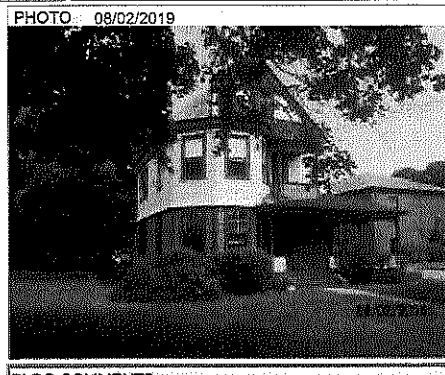
CURRENT OWNER		PARCEL ID	LOCATION	
HARWICH TOWN OF - SELECTMEN ALBRO HOUSE 732 MAIN ST HARWICH, MA 02645		41-B8-0	728 MAIN ST	
TRANSFER HISTORY		DOS	T	BK-PG (Cert)
HARWICH TOWN OF - SELECTM		07/26/1995	E	1 9770-17

CLASS	CLASS%	DESCRIPTION	BN ID	BN	CARD			
9310	100	IMP_SELECT/CITY CNCL		1	1 of 1			
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY	1st	%
1097	03/31/2017	3	ALTERATIONS	18,000	08/02/2019	TCK	100	100
607	11/03/2015	4	DEMO		12/15/2015	TT	100	100
132	03/17/2011	53	ALTER.-NO GR	32,500	06/06/2011	MO	100	100
		6	CYCL GROWTH		05/01/2006	MO	100	100

CD	T	AC/SF/UN	Ngh	Inf1	Inf2	ADJ BASE	SAF	Topo	Lpi	VC	CREDIT AMT	ADJ VALUE
103	S	43,560	C4 0.85	1	1.00	100	1.00	100	1.00	100	1.00	220,405
303	A	0.380	C4 0.85	1	1.00	100	1.00	100	1.00	100	1.00	28,390

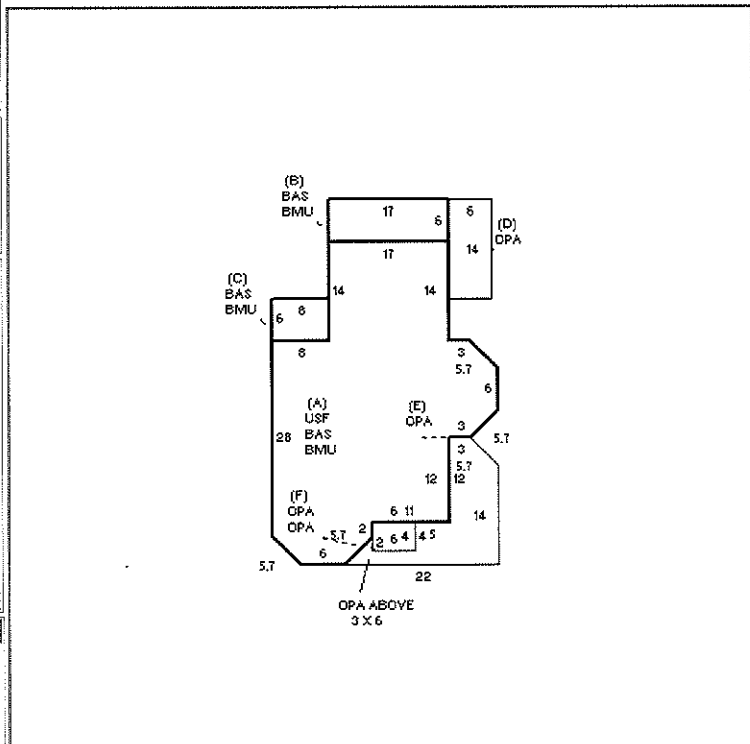
TOTAL	1,380 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	CENTER	NOTE	LAND	231,200	228,500		
Inf1	NONE		BUILDING	337,300	327,500		
Inf2	FACTOR 100		DETACHED	12,000	11,900		
			OTHER	0	0		
			TOTAL	580,500	567,900		

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
DGF	A	1.00	A 0.75	22*25	550	29.21	12,000



BUILDING	CD	ADJ	DESC	MEASURE	8/2/2019	TCK
MODEL	1		RESIDENTIAL	LIST		
STYLE	7	1.35	OLD STYLE [100%]	REVIEW	9/23/2019	MR
QUALITY	+	1.15	GOOD-AVE+ [100%]			
FRAME	1	1.00	WOOD FRAME [100%]			

BLDG COMMENTS



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YEAR BLT	1900	SIZE ADJ	1.000	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN	TOTAL RCN	401,536
NET AREA	2,226	DETAIL ADJ	1.000	FOUNDATION	4	BSMT WALL	1.00	+	BMU	N	BSMT UNFINISHED	1,188		43.59	51,782		
\$NLA(RCN)	\$180	OVERALL	1.380	EXT. COVER	1	WOOD SHINGLES	1.00	+	BAS	L	BAS AREA	1,188	1900	164.46	195,384		
				ROOF SHAPE	1	GABLE	1.00	A	USF	L	UP-STRY FIN	1,038	1900	131.18	136,160	EXTERIOR	
				ROOF COVER	2	WOOD SHINGLES	1.01	+	OPA	N	OPEN PORCH	300		44.42	13,326	INTERIOR	
				FLOOR COVER	1	HARDWOOD	1.00		OPA	N	OPEN PORCH	18		88.87	1,600	KITCHEN	
				INT. FINISH	1	PLASTER	1.00								BATHS		
				HEATING/COOLING	2	HOT WATER	1.02								HEAT/ELEC		
				FUEL SOURCE	2	GAS	1.00										
CAPACITY		UNITS	ADJ														
STORIES(FAR)		2	1.00														
ROOMS		6	1.00														
BEDROOMS		4	1.00														
BATHROOMS		1	\$3,285														
HALF BATHS		0	1.00														
UNITS		1	1.00														
EFF.YR/AGE		1995 / 24															
COND		16 16 %															
FUNC		0															
ECON		0															
DEPR		16 % GD 84															
RCNLD		\$337,300															

Key: 12755

Town of HARWICH - Fiscal Year 2021

12/9/2020 3:48 pm SEQ #: 10,582

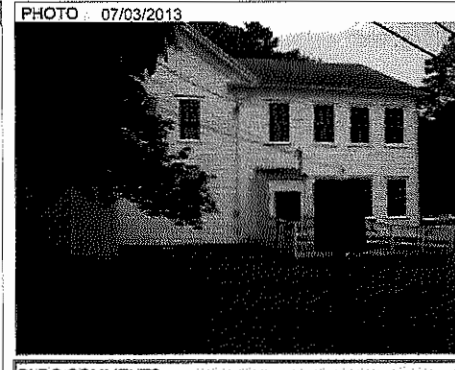
LEGAL LAND

CURRENT OWNER		PARCEL ID	LOCATION									
HARWICH TOWN OF - RECREATION 732 MAIN ST HARWICH, MA 02645		40-Z5-0	265 SISSON RD									
TRANSFER HISTORY		DOS	T	SALE PRICE								
HARWICH TOWN OF - RECREAT		07/26/1995	E	1 9770-13								
CD	T	AC/SF/UN	Ngh	Inft1	Inft2	ADJ BASE	SAF	Topo	Lp1	VC	CREDIT AMT	ADJ VALUE
100	S	43,560	3	1.00	1.00	173,610	1.00	100	1.00	4	0.90	173,610
300	A	0.110	3	1.00	1.00	13,500	1.00	100	1.00	4	0.90	1,490

CLASS	CLASS%	DESCRIPTION		BN ID	BN	CARD
9310	100	IMP.SELECT/CITY CNCL			1	1 of 1
PMT NO	PMT DT	TY	DESC	AMOUNT	INSP	BY
506	12/08/2014	53	ALTER-NO GR	9,405	01/13/2015	100
803	04/30/2013	53	ALTER-NO GR	34,000	07/03/2013	DS 100
190	04/15/2010	53	ALTER-NO GR	500	07/13/2010	MO 100
644	12/09/2009	53	ALTER-NO GR	24,000	04/06/2010	MO 100
371	08/11/2009	52	ADDITIONS-NO	24,000	04/06/2010	MO 100

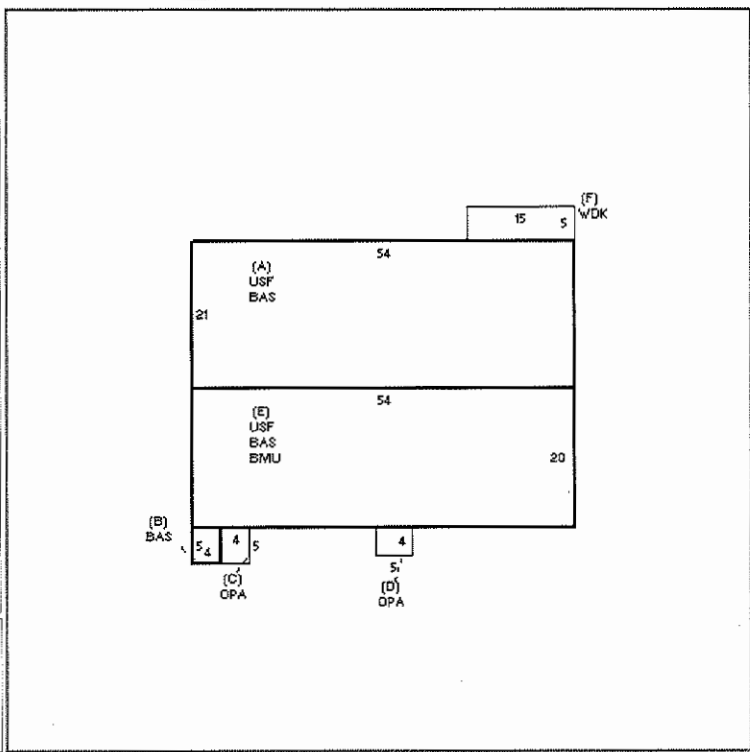
TOTAL	1.110 Acres	ZONING	FRNT	0	ASSESSED	CURRENT	PREVIOUS
Ngh	NGH 3	NOTE	LAND	175,100	173,200		
Inft1	NONE		BUILDING	185,200	185,600		
Inft2	FACTOR 100		DETACHED	1,000	1,000		
			OTHER	0	0		
			TOTAL	361,300	359,800		

TY	QUAL	COND	DIM/NOTE	YB	UNITS	ADJ PRICE	RCNLD
SHF	A	1.00	A 0.75 8X10		80	17.32	1,000



BUILDING	CD	ADJ	DESC	MEASURE	7/3/2013	DS
MODEL	5		CIM	LIST		
STYLE	20	1.36	OFFICE BUILDING [100%]	REVIEW	7/5/2013	DS
QUALITY	A	1.00	AVERAGE [100%]			
FRAME	1	0.99	WOOD FRAME [100%]			

BLDG COMMENTS



DETACHED

BUILDING

YEAR BLT	1890	SIZE ADJ	0.970	ELEMENT	CD	DESCRIPTION	ADJ	S	BAT	T	DESCRIPTION	UNITS	YB	ADJ PRICE	RCN
NET AREA	4,448	DETAIL ADJ	1.259	FOUNDATION	5	OTHER	1.00	+	BAS	L	BASE AREA	2,214	1890	82.92	183,588
\$NLA(RCN)	\$91	OVERALL	1.000	EXTERIOR WALL	1	WOOD SHINGLES	1.00	+	USF	L	UP-STRY FIN	2,214	1890	82.92	183,588
				ROOF STRUCTURE	1	GABLE	1.00	B	BAS	L	BASE AREA	20	1890	82.90	1,658
				ROOF COVER	1	ASPH/COMP SHIN	1.00	+	OPA	N	OPEN PORCH	40		22.95	918
STORIES	2		1.00	FLOORING	2	SOFTWOOD	0.95	E	BMU	N	BSMT UNF	1,080		28.94	31,259
% HEATED	100		1.00	INT FINISH	2	DRYWALL	1.02	F	WDK	N	WOOD DECK	75		21.61	1,621
% A/C	0		1.00	H.V.A.C.	1	FORCED AIR	1.00								
% SPRINKLERS	0		1.00	FUEL SOURCE	2	GAS	1.00								

TOTAL RCN	402,632
CONDITION ELEM	CD
EXTERIOR	
INTERIOR	
EFF.YR/AGE	1985 / 34
COND	54 54 %
FUNC	0
ECON	0
DEPR	54 % GD 46
RCNLD	\$185,200

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Office of the Board
of Selectmen of the
Town of Harwich

ORDER OF TAKING BY EMINENT DOMAIN OF LAND
IN HARWICH, BARNSTABLE COUNTY, MASSACHUSETTS
BY
THE BOARD OF SELECTMEN
OF SAID TOWN OF HARWICH

We, WILLIAM A. DOHERTY, JR., ALLIN P. THOMPSON, JR.,
DANA A. DeCOSTA, PETER S. HUGHES and PETER J. LUDDY, the duly
elected and qualified Selectmen of the Town of Harwich, a
municipal corporation situate in the County of Barnstable and
Commonwealth of Massachusetts, pursuant to the authority conferred
on us by Vote of the Inhabitants of the Town of Harwich while
acting under Article 31 of the Warrant for the Annual Town Meeting
duly called and held on the 10th day of May, 1995, and further,
under the authority conferred on us by the General Laws, Chapter
79 and Acts in amendment thereof and in addition thereto, and by
virtue of every other power conferred on us by law, having duly
complied with all the preliminary requirements prescribed by law
do hereby ADOPT AND DECREE this Order of Taking and do hereby TAKE
by Eminent Domain on behalf of the Inhabitants of said Town of
Harwich in fee simple and for the purpose of clearing title
thereto, a certain parcel of land in Harwich, Barnstable County,
Massachusetts, more particularly described in Exhibit A attached
hereto. Meaning and intending to take and hereby taking by
EMINENT DOMAIN the rights herein defined in the land delineated on
the plan referred to in Exhibit A however bounded or described.

Any trees, buildings or other structures on the land
above described are included in this Order of Taking.

No betterments are to be assessed in connection with this Order of Taking.

This Instrument of Taking is not intended nor shall it operate to effect an inter-departmental transfer of the land nor any change of the municipal use presently made thereof.

There is excepted from this Order of Taking any easements of record which the Town presently holds its title subject to. Also excepted is any portion of the land title to which is presently in any party holding title by or through a grant from the Town.

The names of the owners, area of taking, and awards, if any, are as follows:

<u>PARCEL NUMBER</u>	<u>OWNER</u>	<u>AREA TAKEN</u> <u>ACRE</u>	<u>AWARD</u>
Z-5 Assessors Map 40	Town of Harwich or Owners unknown	1.11	NONE

IN WITNESS WHEREOF, WE, the undersigned, duly authorized Board of Selectmen of the Town of Harwich have ADOPTED AND DECREED this Order of Taking and caused the corporate seal of said Town of Harwich to be hereunto affixed this *21st* day of JULY, 1995.

HARWICH BOARD OF SELECTMEN

[Signature]
WILLIAM A. DOHERTY, JR.

[Signature]
ALLIN P. THOMPSON

[Signature]
DANA A. DeCOSTA

[Signature]
PETER S. HUGHES

[Signature]
PETER J. LOEDY



COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

July 21, 1995

Then personally appeared the above named WILLIAM A. DOHERTY, JR., duly elected Selectman of the Town of Harwich, and acknowledged the foregoing instrument to be the free act and deed of the Town of Harwich, before me,

[Signature]
Notary Public
My Commission expires:
July 27 1995

JAMES M. FALLA
ATTORNEY AND
COUNSELOR AT LAW
261 MAIN STREET
WEST HARWICH,
MASSACHUSETTS
02671

EXHIBIT "A"
LEGAL DESCRIPTION

ORDER OF TAKING BY EMINENT DOMAIN ARTICLE 31, MAY 1995
ANNUAL TOWN MEETING

Land together with the buildings thereon situate in
Harwich (Center) Barnstable County, Massachusetts described
as follows:

- On the Northwest: By Sisson Road, a fifty (50)
foot wide county road;
- On the East: By Land now or formerly of
Martha M. Constan et al
as shown on Land Court
Plan 39437-A (sheet 2);
- On the South: By land as shown on Land
Court Plan 39437-A (sheet 1)
and by land now or formerly
of Betsy A. Bailey and
Robert Bailey as described
in a deed recorded at
Barnstable County Registry
of Deeds Book 8236 Page 174;
and
- On the West: By the intersection of
Forrest Street and Sisson
Road.

Said parcel is also shown as Parcels Z-5 containing 1.11
acres more or less on Harwich Assessors Map 40.

Said parcel is the site of the Harwich Recreation Building.

Said property has a street address of 465 Sisson Road,
Harwich, MA.

Z-5tak.doc

JAMES M. FALLA
ATTORNEY AND
COUNSELOR AT LAW
261 MAIN STREET
WEST HARWICH,
MASSACHUSETTS
02671

BARNSTABLE REGISTRY OF DEEDS



LEASE

This Lease is made and executed on July 13, 2009, by and between the Town of Harwich, a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts, 02645, referred to as "Town," and the Harwich Junior Theatre, Inc., a tax exempt 501 (c)(3), organized and existing under the laws of the Commonwealth of Massachusetts, having an address of 105 Division Street, West Harwich, Massachusetts, referred to as "Lessee."

WHEREAS, Town is the owner of a parcel of land, containing the former Harwich Recreation Building and an accessory shed (singly, "the Recreation Building," collectively, the "Buildings") thereon; (collectively known as the "Premises") shown on the plan, entitled "Lease Area," prepared by Harwich Engineering Department, Project No. 1452-00, drawn November 10, 2008, approved November 12, 2008, containing 6,841 square feet of land area, more or less, a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Town has determined that the use of the Premises is to accommodate arts, cultural and educational uses, as set forth in the vote under Article 59 of the Annual Town Meeting of May 1, 2006, as amended by the vote under Article 13 of the Special Town Meeting of February 11, 2008, and as further amended by the vote under Article 11 of the Special Town Meeting of May 6, 2008 (collectively, the "Votes");

WHEREAS, the Town authorized the Board of Selectmen, under the Votes, to lease the Premises, on such terms and conditions as it shall deem appropriate;

WHEREAS, on November 25, 2008, the Town issued a Request for Proposals (the "RFP") soliciting proposals to lease the Premises for the creation of arts, cultural and educational uses;

WHEREAS, the Lessee submitted a proposal in response to the RFP (the "Proposal") agreeing to develop the Premises for arts, cultural and educational uses; and

WHEREAS, Lessee proposes to obtain sufficient funding to construct certain improvements, as defined hereafter, at the Premises;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

OLD BUSINESS

Revised Regional Agreement Language

POTENTIAL VOTE

As presented at the July 14, 2021 school committee meeting, Dr. Carpenter shared again the proposed changes to the MRSD Regional Agreement as it relates to the assessment method. Dr. Carpenter noted three new modifications to the language as requested by Town of Chatham administrators. Danielle Tolley asked for more information related to declining enrollment, increasing costs per student, areas for potential revenue, and weighted voting. Further discussion among the committee occurred on those topics. Joseph Auciello spoke on the importance of moving forward on the proposed changes to correct the financial inequity of the member towns assessment costs and providing fiscal relief to Harwich, who bears the brunt of the fiscal inequity.

MOTION: Jackie Zibrat-Long moved to approve the revised regional agreement language as presented this evening (8/11/21), seconded by Meredith Henderson.

ROLL CALL VOTE: Joseph Auciello: aye; Sharon Stout: aye; Meredith Henderson: aye; Danielle Tolley: aye; Tina Games: aye; Jackie Zibrat-Long: aye; Terry Russell: aye; Nancy Scott: aye.

UNANIMOUS the motion passes.

Regional Agreement Proposed Changes

Unless highlighted, the following is a summary of Proposed Changes that the Committee has discussed previously and noted in the redlined version of the Regional Agreement (A5066778.DOC[Ver:4]). DESE requested changed from their April 13, 2020 and March 9, 2020 feedback (Christine Lynch and subsequently Michelle Griffin to Marc Terry) are highlighted in light blue. Administrative proposals regarding budgeting, capital and debt, and ultimately the assessment are highlighted in yellow. One additional recommended change of a now obsolete provision is highlighted in orange.

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

- A. Name and Composition – “the District shall be named by the Interim Regional School Committee” becomes “The name of the Regional School District shall be the Monomoy Regional School District.”
- B. Weighted Voting – When a majority vote is required by statute (as with the District’s budget), the Regional Agreement cannot legally require something more -- here, our Agreement requires at least one vote from each town in the affirmative. DESE recommends that the wording of the second sentence in this section start with “*Unless otherwise require by law or regulation, for a motion which requires a majority vote to pass....*” Similarly, there would be no requirement that at least one Committee member from each member town vote in the affirmative when a 2/3 vote is required (as happens with a vote to borrow for Debt).
- C. Election of Members – the wording defining the initial election of School Committee members using an “Initial Staggering of Terms” is removed.
- D. Length of Terms – reference to the initial election’s “Initial Staggering of Terms” is removed. Clarity is added that allows for a member to begin serving in a vacated seat when it occurs outside of the regular election cycle.
- E. Initial Staggering of Terms – this entire clause is removed because it was only applicable to the first election for School Committee members as the School District formed and is now obsolete.
- E. Vacancies – Becomes the new E with the above subsection deleted. Superfluous wording of “for any cause” is removed.

Section II. POWERS OF THE COMMITTEE

The wording defining the Powers of the Committee during the period July 1, 2012 to June 30, 2013, as the new district transitioned from Chatham and Harwich Public Schools, is removed because it is now obsolete.

DESE also recommends that we should include a broader reference to the powers of a regional school committee

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in GL Chapter 71, Section 14 to 16l, inclusive, and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general law or in any applicable special law. (Note the wording “including but not limited to the power to acquire property and/or to enter into leases for land and/or buildings” is presumed to be covered within DESE’s recommendation.)

Section III. QUORUMS, VOTES, AND GOVERNANCE

- B. DESE requests that the words "or regulation" added this subsection so that it ends with "...or as require by statue or regulation."
- D. Removal of the obsolete example of how the Chairperson will rotate between the two towns in the first two years of regionalization, as the standard practice of the rotation is also included and remains in this clause.
DESE recommends the addition in D of the wording: "The chairperson and vice-chairperson must be elected by ballot."

Section IV. TYPE OF SCHOOL DISTRICT ~~AND TRANSFER OF ASSETS~~ (note here the AND TRANSFER OF ASSESTS should be deleted as it is obsolete)

- E. DESE recommends that clarity be added in E that PreK for students with an IEP is not within the School Committee's discretion to provide. More appropriate language for E would be "Where the term *preschool* is mentioned in the Agreement, it is done to recognize the responsibility of the District to provide PreK for students with an IEP and to allow the School Committee discretion to provide for the addition of *universal* preschool classes at some future date."
- G. The entire G, referring to the transfer of assets in revolving accounts that are school-related to the schools and school-related supplies to the new school district has happened. This entire section should be deleted.

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

- B. Removal of the obsolete clause stating "it is the intend of the member towns to build a new high school and to renovate a middle school". Removal of this subsection shifted the lettering of each of the following up one position in the alphabet.
- C. The elementary schools are leased by the school district for a term of 20 years, the initial Regional Agreement left open when that 20 year term began, and is now defined as beginning July 1, 2012.
- D. Now defines that the Town of Chatham leases the land and buildings of its elementary and middle school to the district beginning July 1, 2012 (as defined by Section V, C above).
- E. Now defines that the Town of Harwich leases the land and buildings of its elementary to the district beginning July 1, 2012 (as defined by Section V, C above).

Section VII. BUDGET

- C. The Regional District School Committee shall prepare a budget on a fiscal year basis for the District in the following manner:
 - 1. Clarifies that the proposed budget is submitted to the Boards of Selectmen, Finance Committees, and a copy provided to each member's public library and town clerk's office for posting.
 - 2. Budgets shall be detailed and itemized to include: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges and adds future flexibility with the clause "unless the Finance Committees and Board of Selectmen from each member town and the Regional School Committee subsequently agree to some other methodology."
 - 5. Add the following subsection under budget to clarify how School Choice revenues are used: "The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on

school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment."

6. (Formerly #5) Clarifies budget approval or disapproval by the towns shall be consistent with the law and the Regional Agreement; however, "In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail."

Section VIII. BUDGETARY DEFINITIONS

- B. 1. "Operating Costs" should be stated as "in any of the grades PreK-12, inclusive", not K-12.

Section IX. METHOD OF ASSESSING COST OF THE REGIONAL SCHOOL DISTRICT

The Administration has recommended that it would be more fiscally equitable if each member town payed for its own elementary school. The Administration is proposing that the entire Operating Costs section be replaced using wording already approved by DESE for Mount Greylock Regional, which has each member town pay for its own elementary school. The following uses Mount Greylock's wording, applying the minimum required contribution, then assessing elementary costs to the member towns for their elementary schools and splitting the remaining cost by using a three-year rolling average of foundation enrollment.

- A. Operating Costs. The District shall apportion operating costs via the following process:
 1. Each member will be assigned the minimum required local contribution to the District as determined by the Department of Elementary and Secondary Education.
 2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each budget will be considered net of general fund revenue and state aid apportioned by the District per Section XI, A, 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:
 - i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the town's PreK-4 Foundation Enrollment divided by the town's total Foundation Enrollment.
 - ii. The Regional Budget's portion of the member towns' minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the town's 5-12 Foundation Enrollment divided by the town's total Foundation Enrollment.
 - d. The above minimum required local contribution for each building will be

apportioned as follows:

- i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
 - ii. Each member town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each town's average ratio of pupil enrollment in grades five through twelve for the preceding three years. Each town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member towns in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.
- e. Each member's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.
3. Apportionment of Funds/Revenue
- a. General fund revenues and state aid (excluding Regional Transportation Aid) will each be applied to each school's budget as follows:
 - i. Each elementary school's portion of the revenue will be determined by each town's average ratio of foundation enrollment in PreK – 4 for the preceding three years. Each town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
 - ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total total foundation enrollment for all member towns.
 - b. All grant and all other District funds shall be apportioned to school budgets by the District at the District's discretion.

- B. Capital Costs. The redline version clarifies what are capital costs, including but not limited to the cost of acquiring land, construction, reconstruction, building additions, renovations, and extraordinary repairs, furnishings and equipment for schools, architect and consultant fees, and borrowing costs. The longstanding intent is that future capital costs at the elementary level will be assessed to the member town that owns the elementary school, while future capital costs at the middle school and high school would be attributed to the towns using a three-year rolling average of each town's foundation enrollment – this was lost in translation within the current redline version.

The last paragraph under Capital Cost should be revised to read:

1. Capital costs attributable to the high school and middle school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment. That is, the foundation enrollment figures as published by DESE for each member town for the most recent past three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will

be assessed the same percentage of high school and middle school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the entire District during those three years.

2. Capital costs attributable to the Districts elementary schools will be assessed to the member town that owns the building.

Note adopting this Administrative recommendation clarifies a concern DESE had about Debt Service (in D below) that was incurred after July 1, 2017.

- C. Transportation Costs. Clarifies that it is the three-year rolling average of reported October 1 enrollment of Harwich and Chatham students that is used.
- D. Debt Service. As the only current debt for the district is that of the high school, change this subsection to read "Debt Service on the High School. Debt service costs attributable to the construction of the high school will be assessed to the member towns using the three year rolling average of each town's foundation enrollment as described in Section IX, B, 1 above."
- E. This clause is deleted in its entirety, as it is obsolete and covers "until such time as there is one regional high school and one regional middle school".
- F. This section only clarifies the existing practice of which months Chatham and Harwich will pay their assessment to the school district.

Section XI. ADMISSION OF ADDITIONAL TOWNS

DESE recommends that this section include a statement similar what is required by DESE regulations. "A new member may be admitted to the District as of July 1 of any fiscal year, provided that all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31." This section could conclude with this DESE recommended wording.

Section XIV. TEACHERS – this section is deleted because it is obsolete and describes how teachers with professional status will be handled when the District comes into existence. Note deleting this section moves INCURRING DEBT up to Section XIV.

Section XIV. INCURRING DEBT

The wording in the current draft finds the vote to incur debt to be "by majority vote." As such, DESE recommends that the wording be changed to be consistent with MGL C 71, 14 D which requires a 2/3 vote of the school committee.

Section XX. TRANSITION PERIOD – this section and all references to it are deleted because it is obsolete and the transition from the Interim Regional School Committee to the new District has happened.

REVISION TO SIGNATORIES

Finally, DESE requests that the agreement add lines for the Commissioner at the end of the Agreement to indicate approval and date (along with any local officials who want to sign off on the document).

**AGREEMENT BETWEEN THE TOWNS OF CHATHAM AND HARWICH WITH
RESPECT TO THE FORMATION OF A REGIONAL SCHOOL DISTRICT**

Whereas the Towns of Chatham and Harwich, towns in the Commonwealth of Massachusetts, hereinafter referred to as "member towns", ~~desire to create~~ have created a regional school district, hereinafter referred to as "District", consistent with the terms of Chapter 71 of the Massachusetts General Laws, (G.L.), as amended, the member towns, in consideration of the mutual promises contained herein, agree as follows:

Section I. MEMBERSHIP OF THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Name and Composition. ~~During The name of the transition period spoken of in Section XX herein, the~~ District shall be ~~named by the Interim Monomoy Regional School Committee, utilizing a majority vote consistent with Section I, B below.~~ District. The Regional District School Committee, hereinafter sometimes referred to as the "Committee", shall consist of eight (8) members, four (4) of whom reside in the Town of Chatham and four (4) of whom reside in the Town of Harwich.

B. Weighted Voting. Because of the disparity in the population of the two member towns, each of the four (4) Committee members, hereinafter sometimes referred to as "member towns," from Harwich will have one full vote on all matters and each of the four (4) Committee members from Chatham will have 50% of a vote on all matters, for a total of six (6) votes. ~~For~~ Unless otherwise required by law or regulation, for a motion which requires a majority vote to pass, a majority (i.e., greater than 50%) of the six (6) votes (which must be no fewer than 3.5 votes) must be cast in the affirmative and at least one Committee member from each of the two member towns must vote in the affirmative. For the passage of a motion requiring a two-thirds vote (such as the passage of the annual budget), at least two thirds (i.e., no fewer than 4 votes) of the six (6) total votes must be cast in the affirmative. Should a shift in the respective populations of the member towns, based on the most recent decennial federal census figures, cause an impermissible disparity based on one-person, one-vote principles, the Committee will act to address the disparity via the amendment process.

C. Election of Members. Each member must reside in the member town ~~that which~~ she or he represents. Each member must be elected consistent with the process for the election of town officials in said town and will be elected to open seats during the annual election or special election in said town. The term of each elected member will begin on the first business day after his or her election and after being sworn in by the respective Town Clerk. A member who has not otherwise vacated his or her seat will continue to serve until his or her successor is elected and sworn.

~~-At every annual election, except at the initial election of the Regional School District Committee when the procedure specified below in subsection E (Initial Staggering of Terms) will be applied,~~ there shall be elected one or two members of the Committee from the Town of Chatham and one or two members of the Committee from the Town of Harwich as is necessary to maintain the membership of the Committee in accordance with subsection A (Name and Composition) above.

D. ~~Length of Terms.~~ With the sole exception of the initial election of the Regional School District Committee by the procedure specified below in subsection E (Initial Staggering of Terms), ~~the~~ Length of Terms. The term of office of each elected member shall be three years, and a member will serve until his/her successor is elected and sworn in by the respective Town Clerk. ~~unless the member has otherwise vacated his or her seat.~~

E. Initial Staggering of Terms. For the purpose of staggering the terms of the initial Regional School District Committee only, the following procedure will apply:

~~In regard to each of the member towns, the two (2) candidates receiving the highest and second highest number of votes will be elected to three (3) year terms; the candidate receiving the third highest number of votes will be elected to a two (2) year term; and the candidate receiving the fourth highest number of votes will be elected to a one (1) year term.~~

E. ~~F.~~ Vacancies. Any vacancy occurring on the Committee ~~for any cause~~ shall be filled by the local Select Board/Board of Selectmen and the remaining Committee members from the member town where the vacancy occurs. The members of the Select Board/Board of Selectmen shall meet in joint session with the remaining members of the Regional School District Committee from the ~~town~~ member town where the vacancy occurs. A majority vote of the members of this joint session shall be required to fill the vacant position. Such replacement shall serve until the next annual town election. At that next annual election, a person will be elected to serve the balance of the unexpired term, if any, which had become vacant.

F. ~~G.~~ Organization. At the first scheduled meeting of the Committee after the annual election of all member towns, the Committee shall organize in accordance with Massachusetts General Laws, Chapter 71, Section 16A, known as "Regional School Committee, Organization". In addition, the Committee shall fix the times and place for its regular meetings for the new term, provide for the calling of special meetings upon written or electronic notice to all its members, and appoint appropriate sub-committees and other officers.

Section II. POWERS OF THE COMMITTEE

The Committee shall possess all of the powers and duties conferred ~~by law and imposed~~ upon regional school district committees ~~via G.L. Chapter 71, section 16 and otherwise by law,~~ including, but not limited to ~~the power,~~ those powers and duties as are specified in G.L. c. 71, Section 16-16I, inclusive, as any such laws may be amended from time to time to acquire property and/or time, subject to enter into leases for land and/or buildings. During the period July 1, 2012 to June 30, 2013, the Committee shall have the power to perform all of the end of the year reporting functions that normally would have been performed by the Chatham School Committee any local acceptance requirements, and the Harwich School Committee by this Agreement.

Section III. QUORUMS, VOTES AND GOVERNANCE

- A. A quorum to conduct business shall consist of five (5) members, with no fewer than two members being present from each of the member towns. A number less than the majority may vote to adjourn, but shall not take any other action.
- B. On all issues requiring a vote of the Committee, a simple majority vote (i.e., no fewer than 3.5 of the six (6) votes as spoken to in Section I, subsection B) shall be required to pass all motions, except as specified elsewhere in this Agreement, or as required by statute or regulation.
- C. The Committee shall annually elect officers at the first regularly scheduled meeting held after the last of the elections in the member towns. Such officers shall exercise the powers expressed and implied in G.L. Chapter 71, section 16A.
- D. A Chairperson and a Vice-Chairperson shall be elected by ballot from among the Committee's membership. The Committee will have as standard practice that the position of Chairperson will rotate annually between the member towns. ~~For example, in the first year that the District is in existence, the Chairperson will be elected without regard to where he/she resides. In year two, however, the Chairperson shall be elected from members who reside in the other town. This rotation sequence will then be maintained in future years.~~ By a two-thirds (2/3) vote, and with at least one Committee member from each of the member towns voting in the affirmative, the Committee may in any given year deviate from this standard practice. The Vice-Chairperson in any given year shall be drawn from the members who reside in the member town different from that of the Chairperson.
- E. The Committee shall elect a Secretary who may or may not be a member of the Committee's membership.
- F. The Committee shall appoint a Treasurer who shall not be a member of the Committee.
- G. Any action voted by the Committee that which directly and specifically affects the elementary school(s) in only one member town will require that three of the four members of the Committee from the member town in which the affected elementary school(s) is/are located vote in support of that action.

Section IV. TYPE OF SCHOOL DISTRICT AND TRANSFER OF ASSETS

- A. The ~~Regional School~~ District shall provide educational programs for public school students who reside in the member towns and who are attending grades pre-kindergarten through and including grade 12. The ~~Regional~~ School District Committee, as established consistent with Section I (Membership of the ~~Regional~~ School District School Committee) above, is authorized in its discretion to establish and maintain other educational programs, including, but not limited to, vocational-technical educational programs consistent with G.L. Chapter 74, and is authorized in its discretion to join or form educational collaboratives consistent with G.L. Chapter 40, s. 4E.
- B. The ~~Regional School~~ District may, at the Committee's discretion, include pre-kindergarten, and shall include all grades from K-12.

C. The elementary schools shall serve students in grades K-4, and, at the Committee's discretion, pre-kindergarten.

D. The middle school(s)/high school(s) shall serve students in grades 5-12.

E. Where the term "~~pre-school~~pre-kindergarten" is mentioned in this Agreement, it is done in order to permit the Committee, at some future date, the discretion to provide "universal" ~~pre-school classes~~pre-kindergarten classes in addition to providing pre-kindergarten to qualifying students with disabilities.

F. The Committee may, in its discretion, alter the elementary/secondary grade ~~configuration~~configurations spoken to above.

~~G. At the time of the creation of the District, any and all money held in so-called "revolving funds," in gift accounts, in grant accounts, or in student activity accounts/funds that are held by the member towns for the benefit of their respective school departments will be conveyed to the District to be utilized for educational and/or extracurricular purposes consistent with the purposes for which the revolving funds or accounts were created. Additionally, school-related equipment, material, and supplies that are owned by the school departments of the member towns at the time of the creation of the District will be conveyed to the District.~~

Section V. LOCATION AND OWNERSHIP OF SCHOOLS

A. All ~~Regional~~ District schools shall be located within the geographical limits of the District. The District school buildings shall be located on sites owned by, or leased to, the District.

~~B. It is the intent of the member towns to seek to build a new high school and to renovate a middle school with all due alacrity.~~

~~C.~~ There shall be no less than one elementary school in each member town. Students in the elementary grades shall attend schools in their towns of residence, except in special cases as defined by the Committee.

~~D.~~C. Each member town shall retain ownership of its elementary school buildings and grounds that are in existence at the time of the formation of the District and shall lease the same to the District for the sum of one dollar per year. Each lease shall be for a term of up to twenty (20) years, with said term to be established by the ~~District School Committee.~~ The term shall commence on the date when the Committee completes the transition period spoken to in Section XX and comes into full existence. The term shall commence July 1, 2012. The leases shall contain provisions for an extension of up to 20 years at the option of the Committee. The leases shall contain provisions authorizing the District to repair, improve, alter, remodel and maintain the buildings or any part thereof, at the District's expense. Said leases shall not prevent the use of the buildings or premises by the respective owner member towns, upon approval of the ~~Regional School District~~ Committee; such approval shall not be unreasonably withheld. Each lease involving a member town may include such other terms as may be agreed upon by the Select Board/Board of Selectmen of that member town and by the Committee, who shall execute the lease for the member towns and the District, respectively.

~~E.~~D. The Town of Chatham shall lease to the Committee the land and buildings (at the option of the Committee) presently known as the Elementary School, as well as the land and/or the buildings (at the option of the Committee) comprising the ~~combined Middle School/High School.~~

The terms expressed in ~~paragraph~~Section V, D C shall apply equally to this paragraph.

~~F. E.~~ The Town of Harwich, shall lease to the Committee the land and/or buildings (at the option of the Committee) presently known as the Elementary School, ~~as well as the land and/or the buildings (at the option of the Committee) presently known as the Middle School, and the land and/or the buildings (at the option of the Committee) presently known as the High School.~~ The ~~term~~term expressed in ~~paragraph~~Section V, D C shall apply equally to this paragraph.

~~G.~~ ~~The leases of all of the above-referenced school buildings should be signed by the date the District Committee completes the transition period spoken to in Section XX and comes into full existence.~~

~~H. F.~~ At whatever point in time ~~that~~the land and/or buildings that are leased by a member town to the Committee ceases to be needed by the District, the District School Committee shall vote to declare said land and/or buildings as surplus, and the custody and control of said land and/or buildings shall revert to the owner member town.

~~I. G.~~ Payments from future leases of ~~District~~Regional property shall be paid to the ~~Regional School~~ District.

Section VI. TRANSPORTATION

The Committee shall set District transportation policy. School transportation shall be provided by the ~~Regional School~~ District, and the cost thereof shall be apportioned among the member towns as defined in Section IX.

Section VII. BUDGET

A. The Committee shall prepare an annual operating and maintenance budget using accounts itemized in conformance with the chart of accounts utilized and required by the Massachusetts Department of Elementary and Secondary Education (DESE) or its successor.

B. The ~~Regional School~~ District's budgetary process, and the timing of and method of appropriation of funds in regard thereto, shall be governed by the provisions of G. L. c. 71 §16(m) and c. 71 §16B and other applicable provisions of G. L. c. 71 and any special laws or regulations relating thereto.

C. The Committee shall prepare a budget on a fiscal year basis for the District in the following manner:

1. The ~~Regional~~ District budget process shall be initiated annually on or about October 1 and shall provide opportunity for the Select Board/Board of Selectmen and Finance Committee of each member town to have input into its preparation. On or about January 15th, the Committee shall complete its proposed budget for the ensuing year. Said proposed budget shall be approved by majority vote, with at least one Committee member from each member town voting in the affirmative. ~~Said The District shall submit its proposed budget shall be posted in to the Town Hall Select Board/Board of each member town, shall be provided to each member town's public library, and shall be submitted to the Selectmen and Finance Committee members of each member town.~~ and provide a copy to each member town's public library and €Town

eClerk's office for posting.

2. Said proposed budget shall contain a notice stating when and where a public hearing will be held. The public hearing shall be held in any District school building. The notice of the public hearing shall be posted in all member towns and published consistent with G.L. ~~c. chapter~~ 71, section 38N in a newspaper having general circulation in the region.
3. Upon request of the Finance Committee and/or the Select Board/Board of Selectmen of any member town, the Committee shall arrange to meet with such Finance Committee and/or Select Board/Board of Selectmen for the purpose of discussing the proposed budget. Said proposed budget shall be in reasonable detail, itemized at least as follows: central administration, expenses of instruction, transportation, operation of school plant, maintenance of school plant, capital outlay, and debt and interest charges. unless the Finance Committees and Select Board/-Board of Selectmen from each member town and the Committee subsequently agree to some other methodology. All non-recurring expenditures shall be itemized. Enrollment, staffing, total expenditures and assessments for the past five (5) years shall be included. The Finance Committee or the Select Board/Board of Selectmen of a member town may request further information.
4. Consistent with G.L. ~~ce, Chapter~~ 71, section 16B the Committee shall adopt by a two-thirds (2/3) vote of all its members a budget with such changes as may have resulted from conferences and/or the public hearing. Within thirty (30) days from the date on which the budget is adopted, the Treasurer of the District shall certify and transmit to the Treasurer of each member town that ~~town~~member town's assessed share of such budget.
5. The budget and assessments shall be so constructed as to show debt service, transportation, operating, and capital costs. It shall also list all sources of revenue used to reduce operating costs as described in Section IX.
6. The process and the requirements for the approval or disapproval of the budget by the member towns will be consistent with the terms and conditions of ~~chapter~~Chapter 71, section ~~16B~~18 B, as well as 603 CMR ~~section~~ 41.00, et seq., as those terms and conditions may be amended. In the event of a conflict between any provision of law or regulations and this Agreement, the law and/or regulations shall prevail.
7. The budget will be prepared net of School Choice revenue. School choice revenue will be proportionally allocated to offset each school's budget based on school's average ratio of enrollment at that school for the preceding three years on October 1st, as reported to DESE. Each school's ratio of enrollment shall mean the ratio that that school's enrollment bears to the total district enrollment.

Section VIII. BUDGETARY DEFINITIONS

The budget for the operation of the District's Schools, including payments of principal and interest on bonds and other evidence of indebtedness issued by the District, shall be apportioned to the member towns via the method set out in Section IX and subject to the following definitions:

A. Budget

As defined by this document, the budget is the amount of money voted by the Committee to finance the District schools, inclusive of aid from the Co and ~~that which~~ will be assessed to the member towns.

B. The budget shall be comprised of various costs, each as herein defined as follows:

1. "Operating Costs" include all costs not included in capital costs, transportation costs, or debt service, as defined below, but operating costs include interest and principal on revenue anticipation notes. Operating costs include the net costs of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district school program in any of the grades pre-K-12, inclusive.
2. "Capital costs" will include all capital outlay appearing in the 7000 DESE function codes.
3. "Transportation costs" include all costs associated with transporting the District's students to and from school.
4. "Debt service" includes all costs that are used for payment of principal and interest on bonds or other obligations issued by the District except revenue anticipation notes.

Section IX. METHOD OF ASSESSING COSTS OF THE REGIONAL SCHOOL DISTRICT

- A. Operating Costs. ~~Operating~~ The District shall apportion operating costs needed to support via the district's budget will be reduced by all general fund revenues and state aid. Member town assessments will then be prepared as follows following process:
1. Each member town will contribute to be assigned the District no less than its minimum required local contribution to the District as determined by the Commissioner pursuant to G.L. chapter 70 DESE. Any excess costs needed to support the district's
 2. Each member's share of that portion of the District's operating costs that exceeds the total required local contribution for all members is allocated via the following series of calculations:
 - a. The District budget will be separated into three parts: a Chatham Elementary School building budget, a Harwich Elementary School building budget and a budget for the Middle School, High School, and District costs, known as the Regional Budget. Each budget will be considered net of general fund revenue and state aid apportioned by the District per Section IX, A. 3. Apportionment of Funds/Revenue.
 - b. The District's Foundation Enrollment as reported to the state for the purpose of determining Chapter 70 for the given fiscal year will be segmented by town member town and age group (PreK-4 and 5-12). This will be requested from DESE annually.
 - c. An above minimum required local contribution for each building will be calculated by subtracting the building's portion of the minimum required local

contribution from the building's budget as presented in (a.) above. The building's portion of the minimum local required contribution will be calculated as follows:

- i. Each elementary school's portion of the minimum required local contribution will be determined by the member town's minimum required local contribution multiplied by the town's member town's PreK-4 Foundation Enrollment divided by the member town's total Foundation Enrollment.
- ii. The Regional Budget's portion of the member town's minimum required local contribution will be determined by calculating the sum of: each member town's minimum required local contribution multiplied by the member town's 5-12 Foundation Enrollment divided by the member town's total Foundation Enrollment.

d. The above minimum required local contribution for each building will be apportioned as follows:

- i. Each member town will be apportioned 100% of its local elementary school building's above minimum required local contribution.
- ii. Each member town will be apportioned a percentage of the Regional Budget's above minimum required local contribution as determined by each member town's average ratio of pupil enrollment in grades five through twelve for the preceding three years. Each member town's ratio of pupil enrollment shall mean the ratio that each member town's pupil enrollment in grades five through twelve bears to the total pupil enrollment in grades five through twelve of all the member town's in grades five through twelve for that year on October 1. Average ratio of pupil enrollment shall mean the average of the annual ratios for each member town over the preceding three years.

e. Each member town's minimum required local contribution shall be added to its total above minimum required local contribution to determine its Annual Operating Assessment.

3. Apportionment of Funds/Revenue

a. General fund revenues and state aid (excluding Regional Transportation Aid) will each be applied to the building or Regional each school's budget- as follows:

- i. Each elementary school's portion of the revenue will be determined by each member town's average ratio of foundation enrollment in PreK - 4 for the preceding three years. Each member town's ratio of foundation enrollment shall mean the ratio that each member town's foundation enrollment in grades PreK-4 bears to the total foundation enrollment of all the member towns.
- ii. The Regional Budget's portion of the revenue will be determined by the ratio of the total 5-12 Foundation Enrollment for the preceding three years. The ratio of the total 5-12 foundation enrollment shall mean the ratio that the total foundation enrollment in grades 5-12 for all member towns bears to the total foundation enrollment for all member towns.

b. All grant and all other District funds shall be apportioned to school budgets by the Committee -at the Committee's discretion.

B. Capital Costs. Capital costs shall include all expenses in the nature of capital outlay including, but not limited to, the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing

sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including, without limitation, the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

1. Capital costs attributable to the middle and high schools will be assessed to the member towns on the basis of the town's foundation enrollment. Excess costs will be assessed to each member town on the basis of the combined three-three-year rolling average of each member town's foundation enrollment for each member town. That is, foundation enrollment figures, as published by DESE for each member town for the most recent three years will be averaged, as will the total of the foundation enrollments of all member towns for the most recent past three years. Each member town will be assessed the same percentage of middle and high school capital costs as that member's foundation enrollment for the past three years relates to the foundation enrollment for the Regional District during those three years.

2.

3.

4. ~~B. Capital Costs. Except as expressed in subsection E below (which pertains to the assessment of capital costs and debt service on facilities that are in existence at the time of creation of the District until such time that there is one regional high school and one regional middle school), capital costs shall be assessed to the member towns on the basis of the three-year rolling average of each town's foundation enrollment as described in Section IX, A, 4 Capital costs attributable to the District's elementary schools will be assessed to the member town that owns that building.~~

C. ~~above.~~

D.

- E. Transportation Costs. Transportation costs will be assessed to the member towns based upon the number of students residing in each ~~town~~member town who attend the District's schools based on the average of the most recent three years' ~~October 1~~ enrollment figures as reported, currently on October 1, to DESE.

- F. Debt Service. ~~Except as expressed in Notwithstanding the terms of subsection E below (which pertains to the assessment of capital costs and B above, debt service on facilities that are in existence at the time of creation of the District until such time there is one regional high school and one regional middle school), debt service costs~~ costs will be assessed to the member towns as follows:

1. Debt service costs attributable to the high school ~~and the middle school~~ will be assessed to the member towns using the three year rolling average of each ~~town~~member town's foundation enrollment as described in Section IX,A,43 above.

1. ~~Debt~~All other debt service costs attributable to the District's elementary schools will be assessed to the member towns based upon the mechanism described in paragraph E below which utilizes the most recent three years' October 1 enrollment figures.

2. ~~E. Notwithstanding the terms and conditions of subsections B and D above, until such time as there is one regional high school and one regional middle school, expenditures on capital items and debt service which are attributed to facilities that are in existence at the time of the creation of the District and which are under the care and custody of the District, regardless of whether they are owned by the District or leased to the District, will be assessed to the member towns using the following approach. The number of students who reside in each of the member towns who attend the facility in question based upon the average of the most recent three years' October 1 enrollment figures as reported to DESE will be identified. Each member town will then be assessed a percentage of the capital and debt service expenditures attributable to that facility. This percentage will be the same percentage as the number of students from that town who are enrolled in the facility in question, using the three year average referenced in this paragraph, bears to the two towns' combined enrollment in that facility. If the construction of a new high school is undertaken after the creation of the District, the capital costs and debt service attributed to said construction, and the planning for same, will be assessed under subsections B and D above, despite the fact that the completion of the new high school will occur prior to there being one regional middle school. If a renovation of and/or addition to that owns the building which is known at the time of creation of the District as the Chatham Middle School/High School is undertaken for purposes of converting said building to a District middle school, the capital costs and debt service attributed to said renovation/addition, and the planning for same, will be assessed under subsections B and D above. However, the capital costs and debt service attributable to this building continuing to be used as a middle school for the Chatham students while the Harwich Middle School is still in operation will be assessed consistent with this paragraph E.~~

- G. The payment of the assessed share of costs by each member town, as computed by the Committee according to the methods specified in Section IX, shall be made by each member town's Treasurer by check or electronic transfer payable to the Regional School District in five equal installments by the first business day of ~~each August, November, February, May, and June~~ the month as set forth below:

Chatham: August, October, December, February, April, May, June
Harwich: July, September, November, January, March, May, June

Section X. STABILIZATION FUND.

The Committee may, consistent with the terms and conditions of G.L. ~~c.~~chapter 71, section 16G½, establish and maintain a stabilization fund.

Section XI. ADMISSION OF ADDITIONAL TOWNS

By an amendment to this ~~agreement~~Agreement adopted by each member town in accordance with Section XVII (Amendments) and in compliance with the provisions therein contained, any other town or towns may be admitted to the ~~Regional School~~ District upon adoption of such amendment, and also upon compliance with any statutory or regulatory requirement as may be

applicable. New member towns may be admitted as of July 1st of any fiscal year, provided all requisite approvals for such admission, including the Commissioner's approval, shall be obtained no later than the preceding December 31.

Section XII. WITHDRAWAL OF MEMBER TOWNS

In the event that a member town decides to seek to withdraw from the District, the following procedures and requirements will apply:

A. Vote Expressing Desire to Withdraw. Any member town seeking to withdraw from the District shall, by vote at an annual or special town meeting, request the Committee to formulate an amendment to this Agreement setting forth the terms under which the ~~town~~ member town may withdraw from the District. No withdrawal will take effect on other than July 1 of a given year, and the vote spoken of in the preceding sentence, as well as the notification to the District consistent with paragraph B below, as well as the submittal of a long range education plan consistent with paragraph C below, must all occur no less than two (2) years prior to the desired date of withdrawal.

B. Notice. The clerk of the ~~town~~ member town seeking to withdraw shall, within seven (7) days of the vote, notify the Committee chairperson as well as the District's superintendent in writing that the ~~town~~ member town has voted to request the Committee to formulate an amendment to the Agreement setting forth the terms for withdrawal. The clerk will provide a certified copy of the vote with the notification.

C. Long Range Education Plan. No less than two (2) full years prior to the desired date of withdrawal, the ~~town~~ member town seeking to withdraw, in addition to the other requirements spoken to in paragraph A above, will submit to the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner") and to the District a "Long Range Education Plan" consistent with 603 CMR 41.02(2). The Long Range Plan will address, in addition to any other factor required by the Commissioner, the following: the expected educational benefits of reorganization; the current and projected enrollments; an inventory of all educational facilities under the jurisdiction of the District; the proposed administrative structure; the fiscal ramifications of withdrawal upon the withdrawing ~~town~~ member town as well as the other member towns in the District; the geographical and physical characteristics of the area; and the effect that withdrawal will have on student transportation.

D. Requirements. In addition to other terms and requirements which the Committee may include in the amendment, the ~~town~~ member town seeking to withdraw will be responsible for the following: (1) payment of all operating costs for which it is liable as a member of the District; (2) continuing payments beyond the time of withdrawal to the District for the ~~town~~ member town's share of the indebtedness of the District which is outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the ~~town~~ member town had not withdrawn from the District; and (3) for the costs, including legal fees, that accrue to the District as a result of the withdrawal process.

E. Approval of Withdrawal. A request to withdraw shall become effective only if the amendment to the Agreement is approved by vote of the Committee, is approved by the Commissioner, and is approved by majority vote at an annual or special town meeting in the town seeking to withdraw and in each of the other member towns, and the withdrawal can

become effective no less than one full year after the completion of these requirements.

F. In no event shall such withdrawal take place prior to ten (10) years from the effective date of this ~~agreement~~Agreement as defined in Section XVII~~I~~ (Effective Date and Jurisdiction).

Section XIII. ANNUAL REPORT

The Committee shall submit to each member town an annual report containing a detailed financial statement and a statement showing methods by which the annual charges assessed against each member town were computed, together with such additional information relating to the operation and maintenance of the schools as may be deemed necessary by the ~~Regional-District~~Regional-District Committee or by the Select Board/Board of Selectmen and/or the Finance Committee of any member town.

Section XIV. ~~TEACHERS~~

~~In accordance with G.L. chapter 71, section 42B, teachers serving in the schools of a member town at the time that the District comes into existence and who have professional teacher status shall be employed by the District with that same status. Teachers who are serving in the schools of a member town at the time that the District comes into existence and who do not have professional teacher status shall be employed by the District if there is an available position which such person is certified to fill.~~

Section ~~XV~~. INCURRING OF DEBT

The District School Committee may vote to incur debt consistent with the terms and conditions of G.L. c. ~~chapter~~chapter 71, section 16. At the time of taking action to incur debt, and except for the incurring of temporary debt in anticipation of revenue, the District School Committee by ~~majority two-thirds~~majority two-thirds vote will choose either the process that appears in subsection (d) of ~~chapter~~Chapter 71, section 16, or the process that appears in subsection (n) of ~~chapter~~Chapter 71, section 16.

Section ~~XVI~~. XV. REVIEW OF AGREEMENT

At least every five (5) years, the Committee will undertake a review of the terms of this Agreement. The first review of this Agreement shall occur no later than in the fifth fiscal year of the District's existence. Proposals for amendments to this Agreement will follow the procedure contained in Section ~~XVII~~XVI (Amendments).

Section ~~XVII~~. XVI. AMENDMENTS

A. Amendments to this Agreement may be initiated by a three-quarters (3/4) vote (i.e., no fewer than 4.5 votes) of the ~~District~~District Committee or by a petition signed by ten ~~per cent~~percent (10%) of a member town(s) registered voters. Said signatures need to be certified by the Clerk of the respective ~~town~~member town who must also certify the fact that the number of signatures represents at least 10% of the registered voters of the ~~town~~member town. Such amendments to the ~~agreement~~Agreement must receive a majority vote of approval by each member town at an annual town meeting, and all amendments are subject to the approval of the Commissioner.

B. No such amendment shall be made which shall substantially impair the rights of the holders of any of the District's bonds or notes of the District then outstanding, or the rights of the District to procure the means for payments thereof.

Section ~~XVIII~~-XVII. EFFECTIVE DATE AND JURISDICTION

The full jurisdiction of the Committee ~~will commence~~ on July 1, 2012 ~~at the conclusion of the transition period established in Section XX.~~

Section ~~XIX~~-XVIII. SEVERABILITY OF SECTIONS

Consistent with G.L. Chapter 71, section 16I, if any provision of this ~~Regional School~~ District Agreement shall be held invalid in any circumstance, such invalidity shall not affect any other provisions or circumstances.

Section ~~XX~~. TRANSITION PERIOD

~~As part of the approval of this Agreement, and of the Regional School District created by this Agreement, the member towns as well as the Commissioner will be taken to have approved a transition period, consistent with 603 CMR 41.03(5) which will extend from the date of voter approval of the District until the end of the fiscal year following the fiscal year in which the vote to approve the District was taken. During this transition period, the existing local school committees will continue in existence and will continue to operate the schools of the member towns subject to the restrictions spoken to in this Section XX (hereinafter "this section"). During this transition period, and prior to the seating of the Regional School Committee on July 1, 2011, an Interim Regional School Committee (hereinafter the "IRSC") will be formed consistent with this section which will exercise the powers expressed in this section. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will be seated and will serve for the balance of the transition period and thereafter.~~

~~A. Composition of the Interim Regional School Committee. As soon as possible after the approval of this Agreement by the voters, the Interim Regional School Committee will be formed which will consist of eight (8) members, four (4) from each town. Two (2) of such members will be drawn from the members of, and elected by vote of, each of the two (2) local school committees. Each of these local school committees will also appoint two (2) additional citizens who reside in their respective towns and who are not members of the local school committee to serve on the IRSC. The votes of these members will be weighted, and the requirements for an affirmative vote will be the same, as is expressed in Section I, subsection B of this Agreement. During that part of the transition period when the IRSC is in existence, should any member on the IRSC resign from membership on the IRSC or become ineligible for continued membership on the IRSC (e.g., by leaving the membership of the local school committee or by moving from their respective town) the local school committee will vote a replacement. If the vacancy is caused by one of the members of a local school committee leaving the IRSC, then the replacement shall be chosen from among the remaining members of that local school committee. If the vacancy is caused by one of the citizens leaving the IRSC, then the respective local school committee shall appoint another citizen who is not a member of the local committee as the replacement.~~

~~B. Quorum. A quorum shall exist when a five (5) of the eight (8) IRSC members are present, with no less than two (2) present from each of the member towns. At a meeting where there is no quorum, the members present may vote to adjourn but shall not take any other action.~~

~~C. Election of Officers. The IRSC will elect officers consistent with Section III (Quorums, Votes, and Governance) except that the IRSC officers so chosen will serve throughout that part of the transition period that the IRSC is in existence.~~

~~D. Powers of the IRSC and the Regional School Committee During the Transition Period.~~

~~During the transition period, the IRSC (until June 30, 2011) and the Regional School Committee (from July 1, 2011 to June 30, 2012) shall possess all powers, subject to the availability of funds necessary for the exercise of such powers, necessary for the planning and implementation of the regional school district, including but not limited to the following:~~

- ~~1. The power to receive funds from the Commonwealth as well as appropriations, grants, and gifts from other sources. This is not intended to alter the fact that during the transition period other funds from the Commonwealth will continue to flow to the member towns and their individual school departments.~~
- ~~2. The power to establish and adopt policies for the regional school district.~~
- ~~3. The power to employ a superintendent, treasurer, chief financial officer, and director of Special education, as well as the power to authorize the superintendent to employ other personnel as needed.~~
- ~~4. The power to contract for and/or purchase goods and services, as well as the power to enter into lease and other agreements with the member towns, collaboratives, vendors, and other agencies and parties, with all the powers being able to be exercised on behalf of the regional school district.~~
- ~~5. The power to adopt budgets for the regional school district, and to assess the member towns for these budgets.~~
- ~~6. The power to negotiate and to enter into collective bargaining agreements, which will take effect no sooner than the inception of the Regional School District.~~
- ~~7. The power to appoint a regional School Building Committee.~~
- ~~8. The power to develop and adopt a strategic plan for the Regional School District.~~
- ~~9. The power to appoint subcommittees.~~

~~E. Relationship between the IRSC and the Local School Committees and Between the Regional School Committee and the Local School Committees During the Transition Period.~~ ~~During the transition period, the local school committees of the member towns may not make decisions that will financially obligate or legally encumber the regional School district without ratification by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee. In addition, the local school committees shall comply with the following during the transition period:~~

- ~~1. No building projects will be undertaken and no building closures will occur unless ratified by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~
- ~~2. Program offerings will remain substantially the same.~~
- ~~3. No school choice openings will be filled except with the approval by majority vote of the IRSC or, after June 30, 2011, by majority vote of the Regional School Committee.~~
- ~~4. The school administration of the local school districts shall cooperate with the Regional Administration in terms of information sharing and in terms of the transfer control during the transition period.~~

5. ~~During the period July 1, 2011 to June 30, 2012, the Regional School Committee will assume responsibility for the transportation of the regular education students (i.e., not the special education students or the vocational students) who reside in Chatham and Harwich and who are enrolled in the Chatham or Harwich Public Schools. During 2011-2012, the Chatham School Committee and the Harwich School Committee shall pay an assessment to the Regional School Committee of an amount equal to the cost of said transportation for their respective regular students. The Regional School Committee will have the option of designating the Chatham School Department, the Harwich School Department, or both, as its financial agent(s) for purposes of processing invoices and payments for said transportation.~~

~~F. Termination of IRSC. The IRSC will exist until midnight on June 30, 2011, at which time the Regional School Committee will assume jurisdiction of the Regional School District for the balance of the transition period and thereafter. The Regional School Committee will be deemed to be the legal successor to the IRSC for purposes of all contracts, collective bargaining agreements, other agreements, and leases that have been entered into by the IRSC.~~

Dated this _____ day of _____, 2021.

Chatham Select Board

Peter Cocolis, Chair

Shareen Davis, Vice Chair

Cory Metters, Clerk

Dean Nicastro, Member

Jeffrey S. Dykens, Member

Harwich Board of Selectmen

Michael D. MacAskill, Chair

Mary E. Anderson, Clerk

Larry G. Ballantine, Member

Donald F. Howell, Member

Monomoy Regional School Committee

Nancy Scott, Chair

Nancy Scott, Chair

Meredith Henderson, Vice Chair

Department of Elementary and Secondary Education

Jeffrey Riley, Commissioner

Joseph Auciello, Member

Tina Games, Member

Danielle Tolley, Member

Terry Russell, Member

Jackie Zibrat-Long, Member

Sharon Stout, Member

HARWICH UTILITY AND CLIMATE ACTION COMMITTEE

The Committee consist of seven individuals appointed by the Board of Selectmen for overlapping three-year terms. The Committee is advisory to the Board of Selectmen. The charge of the Committee is to consider all energy related issues which could affect the town and its residents, including but not limited to:

- Energy conservation
- Assessment of renewable energy use in town buildings and town transport
- Recommendations for potential energy conservation
- Recommendations regarding utility expenses.
- Educational outreach for climate change mitigation and adaptive strategies
- Review of Town By-laws to promote energy conservation and renewable energy use

The Committee is supported by Town Administrator and staff for technical support. The Committee will work with all related town departments and committees and seek the cooperation and assistance of relevant government agencies, non-profit organizations businesses and the public. Any recommended action will be approved by the Board of Selectmen.

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

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

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Musco Sports Lighting for Brooks Park Lighting Project

Date: October 25, 2021

This memo corresponds with Agenda Item VIII Contracts A. *Discussion and possible vote to approve a contract with Musco Sports Lighting in the amount of \$183,642.00 for lights at Brooks Park.*

Funding for the Brooks Park Lighting Project was appropriated at the 2018 and 2021 Annual Town Meetings for a total of \$458,500.00. This funding will cover the cost of the electrical engineering, design, lights and construction.

The lights are being purchased off of a Sourcewell cooperative purchase agreement per Chapter 30B §22 for a total contract price of \$183,642.00. There is an 8-10 week delivery estimate for the lights once the purchase order is submitted.

The Invitation for Bids for the installation of the lights is scheduled to be advertised on October 28, 2021 with a bid opening on November 16, 2021. It is our hope to begin the construction phase before the end of the calendar year with completion before April 1, 2022.

I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: ERIC BEEBE DEPARTMENT: RECREATION

FUNDING SOURCE: ATM 2018 - \$333,500 / ATM 2021 - \$125,000

Appropriated amount: Town - \$458,500 Estimated cost: \$183,642 Actual cost: \$183,642⁰⁰

PROCUREMENT METHOD:

Chapter 30 B section 22, cooperative purchase-Sourcewell

SOURCEWELL

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.

Funding For THE MATERIALS FOR THE BROOKS PARK
IMPROVEMENTS PROJECT PHASE 5. THIS FUNDING
INCLUDES ALL MATERIALS FOR BROOKS PARKS NEW
LIGHTING SYSTEM. THE FUNDING REQUIRED IS IN
THE AMOUNT OF \$183,642⁰⁰. THIS WILL BE
PURCHASED THROUGH MUSCO SPORTS LIGHTING LLC.
AND SOURCEWELL.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ Account # _____

Approved to proceed: Town Administrator or Designee: _____

Quote

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase -- contract number: 071619-MSL

Delivery Timing

8-10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, 1 Phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 140 mi/h, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Price and design are based on field sizes:
 - Tennis: 4 Courts- 12' spacing and 2 courts- 24' spacing
 - Pickleball: 106' x 106'
 - Basketball: 84' x 50'

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mike Berry
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 617-571-3714
E-mail: Mike.Berry@Musco.com



Quote

September 14, 2021

Brooks Park Tennis and Basketball
Harwich, Massachusetts
Ref: 165020

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

Quotation Price – Materials Only Delivered to Job Site

Park Area - \$ 183,642.00

*Sales tax, bonding, labor, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of:
 - Tennis: 30FC and uniformity of 2.5:1
 - Pickleball 1-8: 30FC and uniformity of 3:1
 - Basketball: 30FC and uniformity of 3:1

System Description

- (7) Pre-cast concrete bases with integrated lightning grounding
- (7) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (7) Factory wired poletop luminaire assemblies
- (29) Factory aimed and assembled luminaries
- UL Listed as a complete system

Control Systems and Services

- Control-Link® system with contractors for remote on/off control and performance monitoring with 24/7 customer support, and Multi-Watt™ dimming capabilities
- (3) Push button strobe set ups

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years,
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Musco Sports Lighting, LLC with an address of 100 1st Ave. West Oskaloosa, IA 52577 hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Musco Sports Lighting including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

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

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 183,642.00. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR
By

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

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

Finance Director (\$ _____)
Contract Sum

Town Administrator

ATTACHMENT A

September 14, 2021

Brooks Park Tennis and Basketball
Harwich, Massachusetts
Ref: 165020

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

Quotation Price – Materials Only Delivered to Job Site

Park Area - \$ 183,642.00

*Sales tax, bonding, labor, and unloading of the equipment are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

Light-Structure System with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of:
 - Tennis: 30FC and uniformity of 2.5:1
 - Pickleball 1-8: 30FC and uniformity of 3:1
 - Basketball: 30FC and uniformity of 3:1

System Description

- (7) Pre-cast concrete bases with integrated lightning grounding
- (7) Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (7) Factory wired poletop luminaire assemblies
- (29) Factory aimed and assembled luminaries
- UL Listed as a complete system

Control Systems and Services

- Control-Link® system with contractors for remote on/off control and performance monitoring with 24/7 customer support, and Multi-Watt™ dimming capabilities
- (3) Push button strobe set ups

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years,
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors



Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8-10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 240 Volt, 1 Phase electrical system requirement.
- Structural code and wind speed = 2015 IBC, 140 mi/h, Importance Factor II.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Standard soil conditions – rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Price and design are based on field sizes:
 - Tennis: 4 Courts- 12' spacing and 2 courts- 24' spacing
 - Pickleball: 106' x 106'
 - Basketball: 84' x 50'

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mike Berry
Senior Sales Representative
Musco Sports Lighting, LLC
Phone: 617-571-3714
E-mail: Mike.Berry@Musco.com





TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: October 5, 2021

RE: Catch Basin Contract Extension

On October 21, 2019, the Town of Harwich awarded a contract to Robert B. Our Co, Inc. for catch basin replacement and installation. Under the second year of this contact, the DPW installed a total of 35 drainage systems totaling \$334,245 in FY 21. The Our Co. has performed all requested work in a professional and timely manner and has consistently exceeded our expectations. Given this past performance, I am recommending that the Town exercise its option to extend this contract for a period of one (1) additional year, as outlined in item #6 in "Contract Duration" in the "Instructions to Bidders" section, under the same terms and conditions as specified in the Contract Agreement dated October 21, 2019.

We currently have \$1,528,617 available in uncommitted Chapter 90 funds and \$700,000 in the FY 22 Road Maintenance article that can be utilized for this contract. Please note that the primary focus of our road maintenance plan is installing new drainage ahead of the sewer project so we don't end up with a new road over antiquated drainage systems.

Attached is the Contract Extension Agreement between Robert B. Our Co. and the Town, which has been signed by the contractor and requires your signatures.

Thank you for your consideration in this matter.

Attachments: Contract Extension Agreement
FY 21 Contract Extension Agreement



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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

Telephone (508) 430-7555

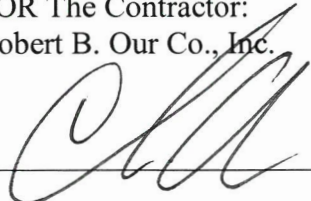
Fax (508) 430-7598

TOWN OF HARWICH CONTRACT EXTENSION AGREEMENT CATCH BASIN REPLACEMENT AND INSTALLATION (UNIT PRICE WORK)

Agreement is made this 12th day of **October, 2021**, between the Town of Harwich (hereinafter referred to as "OWNER") and **Robert B. Our Co., Inc.** (hereinafter referred to as "CONTRACTOR").

Whereas the OWNER wishes to exercise its option to extend the Contract Agreement (dated October 21, 2019) under the same terms, conditions and estimated quantities for an additional one (1) year period, as outlined in item #6 "Contract Duration" in "Instructions to Bidders" section, and under the same terms and conditions as specified in the Contract Agreement dated October 21, 2019. This extension is subject to the availability and appropriation of funds and receipt of the contractor's current insurance certificate.

FOR The Contractor:
Robert B. Our Co., Inc.



FOR The Owner:
Town of Harwich
BOARD OF SELECTMEN

Approved as to Availability of Funds:

Finance Director

(_____)
Contract Sum

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Lincoln Hooper DEPARTMENT: DPW

FUNDING SOURCE: Chapter 90 State Aid

Appropriated amount: _____ Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

MGL 30 39M IFB in 2019

PURCHASE DESCRIPTION:

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

one year extension on an existing contract with Robert B. Our dated 10/21/2019 for the replacement and installation of catch basins. The funding for this contract is through Chapter 90 State Funding. Current balance in this fund is \$1,528,617. FY 21 contract for this work cost \$334,245.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # 12254212/578000
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5798644E...



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, ^{aw} Town Engineer

CC: Carol Coppola – Finance Director/Town Accountant
Lincoln Hooper – Department of Public Works Director

RE: Town of Harwich and Robert B. Our Company, Inc. Contract Extension Agreement

DATE: October 2, 2020

Please find the attached Contract Extension Agreement between the Town of Harwich and Robert B. Our Company, Inc. for a one year extension for the Catch Basin Replacement and Drainage Infrastructure Installation (Unit Price Work) yearly contract.

The original contract which was awarded last year based on an Invitation for Bid under M.G.L.c.30, §39M, Public Works Construction Contracts, has the option to be extended for up to two (2) additional years. The attached extension represents the first year of extension.

The contract form is based on the KP Law c.30, §39M Public Works Construction Contract Template and the Finance Director has confirmed the availability of funds and the source.

Based on procurement laws, I recommend that the Board of Selectmen execute the one (1) year Contract Extension Agreement with Robert B. Our Company, Inc. for a total of \$394,200.00.



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

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TOWN OF HARWICH

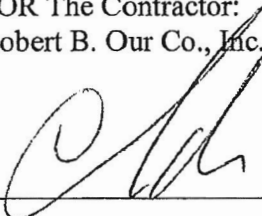
CONTRACT EXTENSION AGREEMENT

CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION (UNIT PRICE WORK)

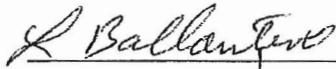
Agreement is made this 5th day of **October, 2020**, between the Town of Harwich (hereinafter referred to as "OWNER") and **Robert B. Our Co. Inc.** (hereinafter referred to as "CONTRACTOR").

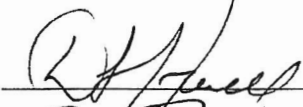
Whereas the OWNER wishes to exercise its option to extend the Contract Agreement (dated October 21, 2019) under the same terms, conditions and estimated quantities for an additional one (1) year period, as outlined in item #6 "Contract Duration" in the "Instructions to Bidders" section, and under the same terms and conditions as specified in the Contract Agreement dated October 21, 2019. This extension is subject to the availability and appropriation of funds and receipt of the contractor's current insurance certificate.


FOR The Contractor:
Robert B. Our Co., Inc.





FOR The Owner:
Town of Harwich
BOARD OF SELECTMEN



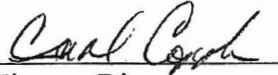








Approved as to Availability of Funds:

 (\$394,200.5)
Finance Director Contract Sum

12254212/578000
Chapter 90 State Funding



Christopher Clark, *Town Administrator*
Joseph F. Powers, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

MEMO

TO: Board of Selectmen

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

CC: Christopher Clark, Town Administrator
Carol Coppola, Finance Director
Griffin J. Ryder, Town Engineer
Lincoln Hooper, DPW Director

RE: Award of Contract from Catch Basin Replacement and Drainage
Infrastructure Installation

DATE: October 21, 2019

Attached with this memo is a contract to be awarded based on an Invitation for Bid (IFB) process that the Town Engineer and I managed with support from the Division of Highways & Maintenance for the Catch Basin Replacement and Drainage Infrastructure Installation (Unit Price Work) yearly contract (the "Project").

An Invitation for Bids was published in The Central Register on Wednesday, September 11, 2019, posted on the COMMBUYS site on Thursday, September 19, 2019, a public notice was published in the Cape Cod Chronicle on Thursday, September 12, 2019 and a public notice was posted at Town Hall on Thursday, September 19, 2019.

Three (3) addenda were issued in three separate notices on the following dates:

- September 24, 2019;
- September 30, 2019; and
- October 2, 2019.

The first and third addenda notified prospective bidders of changes to the date and time of the bid opening. The final bid opening was conducted at 2:00pm on Tuesday, October 8, 2019 in the Office of the Town Administrator.

The Project is to be funded by Chapter 90 funds with a contract value greater than \$50,000 and therefore the contract must be awarded to a Massachusetts Department of Transportation (MassDOT) Prequalified Contractor for the specified class of work (defined by MassDOT). The following bids from the list of MassDOT Prequalified Contractors were received:

- Robert B. Our, Co., Inc – Total Bid: \$394,200.00; and
- MCE Dirtworks Inc. – Total Bid: \$431,500.00.

Two (2) additional bids were submitted from contractors that were not MassDOT Pre-Qualified as required by statute and therefore these bids were not considered in the bid evaluation and award process.

Robert B. Our, Co., Inc. has been confirmed as the responsible and responsive bidder. The contract has been reviewed by Town Counsel and the Town Accountant has confirmed that funding is available. Please note that this project is funded by Chapter 90 funds.

The full packet of contract documents is on file in the Administration Department and is available for review.

Recommendation: I recommend the Board of Selectmen approve this procurement as outlined, award the contract to Robert B. Our, Co., Inc. and sign the attached contract documents.

**CONTRACT DOCUMENTS
FOR**

**Catch Basin Replacement and Drainage Infrastructure
Installation
(UNIT PRICE WORK)**

**TOWN OF HARWICH
DIVISION OF HIGHWAYS & MAINTENANCE
September 11, 2019**

INVITATION FOR BIDS

Sealed bids for furnishing the following item will be received at the Office of the Town Administrator, Harwich Town Hall, 732 Main Street, Harwich, MA 02645 until the time specified below at which time the bids will be publicly opened and read.

Specifications and bid forms may be obtained from the Town of Harwich website at the following address: <https://www.harwich-ma.gov/home/pages/procurement> or by calling (508) 430-7513.

Bids will be opened in the Office of the Town Administrator on September 26, 2019, at 2 p.m. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.30, §39M.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

The Town of Harwich

By: Christopher Clark, Town Administrator

INSTRUCTIONS TO BIDDERS

1. **Defined Terms**

The term "Owner" or "Town" means the Town of Harwich, MA.

The term "Successful Bidder" means the "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended, as further described herein.

The term "Contract Documents" has the meaning ascribed to it in the CONSTRUCTION CONTRACT AGREEMENT included herein.

2. **Copies of Bidding Documents**

2.1 Complete sets of the Bidding Documents may be obtained from the Office of the Town Administrator, 732 Main Street, Harwich MA., 02645, (508) 430-7513.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the Town will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The Town, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. **Examination of Contract Documents and Site(s)**

3.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the Town to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize themselves with federal, state and local laws, by-laws, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

3.2 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 bidders 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. It is further agreed and understood that no bidder or Contractor shall 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 or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

- 3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of and document included in this Contract and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to the Town in writing. Replies will be issued by Addenda and either e-mailed, mailed or delivered to all parties recorded by the Town as having received the Documents. Questions received less than seven days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. Bid Security

- 5.1 Bid Security shall be made payable to the Town, in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.
- 5.2 The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

6. Contract Duration

The Contract Duration begins upon execution of the contract and the initial (one year) term terminates on **October 1, 2020**. The Town, as the Awarding Authority, reserves the right to extend the Contract under the same terms, conditions, estimated quantities and unit costs for one (1) additional twelve (12) month option from the date of expiration. The contract may be extended for a second twelve (12) month option (third year) under mutual agreement between the contractor and the town. The estimated value to be provided in this Invitation for Bid is for one year. If the Town chooses to extend the Contract, then the Town will forward a written notice to the Contractor.

7. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described/ specified in the plans and the measurement and payment specifications. Whenever it is indicated in the Contract Specifications that a substitute or "approved equivalent" item of material or equipment may be furnished or used by Contractor if acceptable, application for such acceptance will not be considered by the Town until after the "effective date of the Agreement".

8. Subcontractors, etc

8.1 If the Contract Documents require the identity of certain Subcontractors and other persons and organizations to be submitted in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested. If, after due investigation, reasonable objection exists to any proposed Subcontractor, other person or organization; the apparent Successful Bidder will be requested to submit an acceptable substitute without an increase in Bid price.

If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder. Any Subcontractor, other person or organization so listed and for whom the Town has no written objection is submitted prior to the giving of the Notice of Award will be deemed acceptable.

8.2 No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

9. Bid Form

- 9.1 All Bids must be submitted on the Bid forms bound herein; additional copies may be obtained from the Town.
- 9.2 Bid Forms must be completed in ink or by typewriter. The Bid unit price of each item bid on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. A Certificate of Vote in the form appearing in the Contract Documents must also be completed and submitted.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed below the signature.
- 9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 9.7 The address to which communications regarding the Bid are to be directed must be shown.

10. Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by all required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

11. Modification and Withdrawal of Bids

- 11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

- 11.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the Town and promptly thereafter demonstrates to the reasonable satisfaction of the Town that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

12. Opening of Bids

Bids will be opened publicly. They will be read aloud, and a summary of the amounts of the base Bids will be made available after the opening of Bids.

13. Bids to Remain Open

All Bids shall remain open for sixty (60) days after the day of the Bid opening, but the Town may, in its sole discretion, release any Bid prior to that date.

14. Award of Contract

- 14.1 The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of a column of figures and the correct sum thereof will be resolved in favor of the correct sum. Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30, Section 39M, as amended, need not be accepted and the Owner may reject every such bid.

- 14.2 The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M, as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

- 14.3 The qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions may be considered. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered.
- 14.4 Investigations may be conducted as deemed necessary (including but not limited to requesting a list of all projects completed by a Bidder) to assist in the evaluation of any Bid and to satisfactorily establish the eligibility of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents within the prescribed time.
- 14.5 Prevailing Wage Rates as determined by the Commissioner of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.
- 14.6 If the Contract is to be awarded, the Town will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

15. Signing of Agreement

When the Town gives a Notice of Award to the Successful Bidder, at least three (3) counterparts of the Agreement and all other Contract Documents will accompany it. Within five (5) working days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to the Town with all other Contract Documents (e.g. Bonds, Insurance Binders) attached. Within ten (10) days thereafter the Town will deliver all fully signed counterparts to Contractor.

16. Special Legal Requirements

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though written out in full.

Bidder warrants and represents that it has read and is familiar with all such requirements.

17. Performance and other Bonds

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

18. Other

Bids shall be available for all divisions, departments, and political subdivisions of the Town including water, fire, and school districts.

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in Agreement and in such form as shall protect him performing work covered by this Contract, and the Town of Harwich and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the Contract Documents. The Town shall be named as an additional insured. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under the Contract Documents.

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this 21st day of October
in the year Two Thousand and nineteen (2019), between Robert B. Our Co., Inc., a corporation,
with a usual place of business at 24 Great Western Road, Harwich, MA 02645,
hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of
Selectmen, 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 Catch Basin Replacement and Drainage Infrastructure Installation (Unit Price Work) Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and the SPECIAL PROVISIONS 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
Three Hundred ninety-four thousand two hundred dollars and zero cents (\$394,200.00).

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 October 1, 2020.

- 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 \$500 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.

5. Affirmative Action/Equal Employment Opportunity

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 not a project architect-engineer for this project. 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 fifteen (15) 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
Special Provisions
Measurements and Payment
Contract Drawings
Schedule of Prevailing Wages

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:

- 14.1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- 14.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 14.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 14.4 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;
- 14.5 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

- 14.6 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.
- 14.7 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 Special Provisions.

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.
- D. 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.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF HARWICH, MASSACHUSETTS
(Owner)

By its Board of Selectmen over \$25,000

L. Bauliantis
[Signature]
[Signature]
[Signature]

CONTRACTOR: _____

By [Signature] _____


Christopher W. Orr
(Name)

President
(Title)

P.O. Box 1539
(Address)

Harwich MA 02645
(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Town Administrator has been authorized to execute the contract and approve all requisitions and change orders.

By  Carol Coppola
(Owner's Accountant)

CAROL Coppola 12254212/578000
(Name) Chapter 90
State Funding



CERTIFICATE OF VOTE

Pursuant to a regular and duly filed waiver of notice, a special meeting of the Board of Directors of Robert B. Our Co., Inc. was duly called and held at 24 Great Western Road, Harwich, Massachusetts, on November 6, 2007 at ten o'clock in the forenoon. All the Directors and Stockholders were present and/or in writing waived notice and assented to all action taken thereat. I certify that the following vote, which has never been rescinded or revoked, was passed:

"VOTED: That Christopher W. Our, President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all agreements and contracts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

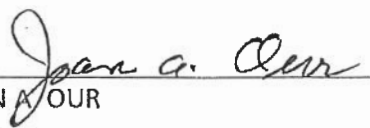
"VOTED: That Christopher W. Our, President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all applications for Bonds and Bonds relative to work performance of said Corporation, and to do any and all related acts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

I do further certify that Robert B. Our Co., Inc. is a duly organized Corporation; that the foregoing Vote is in accordance with the charter and by-laws of said Corporation; that Christopher W. Our is a duly elected and qualified President of the Corporation, and that I am the duly elected and qualified Clerk of the Corporation.

Dated: November 6, 2007

A true extract record.

ATTEST:



JOAN A. OUR
Clerk

CORPORATE SEAL

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

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

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

Christopher Dur - President 10-17-19
Authorized Person's Signature Date

Robert B. Dur Co.
Print Name & Title of Signatory
Name of Contractor

FORM OF GENERAL BID

Proposal of Robert B. Our Co., Inc. (hereinafter called "Bidder")*

a corporation, organized and existing under the laws of the State of MA

a joint venture

a partnership

an individual doing business as _____

To The Town of Harwich, MA (hereinafter called the Owner)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the **Catch Basin Replacement and Installation Program**, having examined the plans 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, within the time set forth therein 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 proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 4/1/20 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay, as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter, during which the work has not been fully completed, as provided in the "Liquidated Damages" requirements.

Bidder acknowledges receipt of the following addenda:

No.	<u>1</u>	Dated:	<u>9/24/19</u>
No.	<u>2</u>	Dated:	<u>9/30/19</u>
No.	<u>3</u>	Dated:	<u>10/3/19</u>
No.	<u> </u>	Dated:	<u> </u>

The Bidder agrees to perform the work described in the specifications and shown on the plans for the following lump sum or unit prices:

Item #	Estimated Brief Description Quantity*	Unit or Lump Sum Price Both Words and Figures	Bid in	Total in Figures
1.	10 each	Removal of existing catch basin	\$	<u>5,000.00</u>
		<u>Five Hundred</u> (dollars)		
		and <u>Zero</u> (cents)		
		(\$ 500.00)		
2.	5 each	1,000 gallon leaching basin (Fig. 1)	\$	<u>30,500.00</u>
		<u>Six Thousand One Hundred</u> (dollars)		
		and <u>Zero</u> (cents)		
		(\$ 6,100.00)		
3.	1 each	600 gallon leaching basin (Fig. 2)	\$	<u>5,600.00</u>
		<u>Five Thousand Six Hundred</u> (dollars)		
		and <u>Zero</u> (cents)		
		(\$ 5,600.00)		
4.	20 each	Catch basin with 1,000 gallon leaching basin (Fig. 3)	\$	<u>210,000.00</u>
		<u>Ten Thousand Five Hundred</u> (dollars)		
		and <u>Zero</u> (cents)		
		(\$ 10,500.00)		

5.	4 each	Catch basin with 600 gallon leaching basin (Fig. 4)	\$ <u>36,400.00</u>
		<u>Nine Thousand One Hundred</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 9,100.00)	
6.	5 each	Catch basin with (2) 4x4x4 leaching galleys (Fig. 5)	\$ <u>41,500.00</u>
		<u>Eight thousand three Hundred</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 8300.00)	
7.	1 each	Catch Basin with 500 gallon drywell (Fig. 6)	\$ <u>8,000.00</u>
		<u>Eight Thousand</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 8,000.00)	
8.	1 each	Catch basin with 1,000 gallon leach basin and 2 ft shim (Fig. 7)	\$ <u>11,000.00</u>
		<u>Eleven Thousand</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 11,000.00)	
9.	3 each	Catch Basin with perforated pipe(Fig. 8) leach trench (50 Feet)	\$ <u>21,000.00</u>
		<u>Seven Thousand</u> (dollars)	
		and <u>Zero</u> (cents)	
		(\$ 7,000.00)	
10.	2 each	Catch basin with 600 gallon leaching basin (Fig. 9)	\$ <u>16,200.00</u>
		<u>Eight Thousand One Hundred</u> (dollars)	
		and <u>Zero</u> (cents)	

(\$ 8,100.00)

11. 3 each Gutter Inlet (Fig. 10) \$ 9,000.00

Three Thousand
(dollars)
and Zero
(cents)
(\$ 3,000.00)

INDIVIDUAL PRICING FOR ADDED MATERIALS

All items should include installation, double-washed crushed stone, filter fabric, up to 10 feet of 1 inch corrugated HDPE discharge pipe or connection to drainage system, frame (s) and grate or cover, brick masonry or pre-cast riser, and pavement when applicable.

Item #	Description	Price in Words	Unit	Total in Figures
1.	4 ft. x 4 ft. x 4 ft. Pre-Cast Leaching Galley	Three Thousand <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 3,000.00
2.	4 ft. x 8 ft. x 1.5 ft. Pre-Cast Flow Diffuser	Four Thousand <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 4,000.00
3.	Asphalt Patch in Place Per Ton	Three Hundred <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 300.00
4.	24 in. x 24 in. LeBaron Foundry Frame and Grate (or equivalent) or 26 in. LeBaron Foundry Drain Manhole Cover (or equivalent)	Eight Hundred Fifty <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 850.00
5.	12 in. ADS Corrugated Pipe (per linear foot)	Sixty Five <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 65.00
6.	Marafi 600X (or equivalent) Filter Fabric (per square foot)	Five <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 5.00
7.	Double Washed 1½ inch stone (per ton)	Seventy Five <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 75.00
8.	12 inch Perforated Pipe Leach Trench (per foot)	Three Hundred Fifty <small>(dollars)</small>	& Zero <small>(cents)</small>	\$ 350.00
9.	T-Base/Processed Stone (per ton in place)	Thirty	& Zero	\$ 30.00

(dollars)

(cents)

TOTAL OF BID

The computed contract price for all Item 1 through 11 inclusive is:
Three hundred ninety four thousand two hundred Dollars and zero cents Cents (\$ 394,200.00)

(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 unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, et
to cover the finished work of the several kinds called for.

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, as amended.

The contract will be awarded to the lowest responsible and eligible bidder.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 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, in accordance with the conditions of
Part I, General Information. 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 a payment bond in an amount at least equal to
one hundred percent (100%) of the contract prices, in the form provided in the Contract Documents.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for 62 years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

Christopher W. Our, President, 56 Obed Brooks Rd, Harwich MA
John D. Our, Vice President, 652 Route 28, Harwichport, MA
Jean A. Our, Treasurer/Secretary, 27 Cherokee Rd, Harwich, MA
Hope Our-Cleary, 139 Gull's Way, Brewster, MA

(Attach a supplemental list if necessary)

The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

See Attached

<u>Completion</u> <u>Date</u> <u>Tel.#</u>	<u>Project</u> <u>Reference</u> <u>Name</u>	<u>Contract</u> <u>Amount</u>	<u>Engineer</u>
a.			
b.			
c.			
d.			

e.

f.

Bank Reference

Mary Lenihan
(Name)

Cape Cod Cooperative
(Bank)

1470 Orleans Road, E. Harwich, MA
(Address)

508-518-1236
(Telephone Number)

Pursuant to G.L. c.62C, §49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

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. As used in

this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: 9-26-19

By: 
(Signature) Christopher W. Our

Robert B Our Co, Inc.
(Type Name of Bidder)

President
(Title)

24 Great Western Road
(Business Address)

Harwich MA 02632
(City and State)

508-432-0530
(Telephone Number)

Joan A. Our

YEAR	JOB CODE	PROJECT NAME	ORIGINAL CONTRACT VALUE	FINAL CONTRACT VALUE	CLASS OF WORK	P.M.	GC OR SUB	OWNER / CUSTOMER	ENGINEER OR OWNER'S REP	DATE OF COMPLETION	PROJECT DESCRIPTION
DRAINAGE											
2018		NORTH RAMP HANGAR II DRAINAGE IMPROVEMENTS, HYANNIS	\$ 317,288		DRAINAGE	WBM	GC	TOWN OF BARNSTABLE	HORSLEY WITTEN GROUP 508-833-6600		
2017	AWR	WADING RIVER EAST FILTER BED REHAB - ATTLEBORO	\$ 29,895		DRAINAGE	CT	GC	TOWN OF ATTLEBORO, MA	TOWN OF ATTLEBORO, MA		Renovate the sand bed filter by removing the existing course sand top 2" layer of the East filter beds.
2017	FD	FALMOUTH DRAINAGE	\$238,550		DRAINAGE	ALA	GC	TOWN OF FALMOUTH Amy Lowell alowell@falmouthmass.us			Install drainage of various sizes at designated spots throughout the Town of Falmouth, MA for it's yearly drainage contract.
2017	HD17	HARWICH CATCH BASIN REPLACEMENT & INSTALL	\$235,500		DRAINAGE	AJO	GC	TOWN OF HARWICH, MA			Install drainage of various sizes at designated spots throughout the Town of Harwich, MA for it's yearly drainage contract.
2017	BD18	BARNSTABLE DRAINAGE - 2018 Site Superintendent: Brian Monteiro	\$594,258		DRAINAGE	ALA	GC	TOWN OF BARNSTABLE - DPW Brian Cella brian.cella@town.barnstable.ma.us 508-790-6301	TOWN OF BARNSTABLE - DPW Brian Cella brian.cella@town.barnstable.ma.us 508-790-6301		Install drainage of various sizes at designated spots throughout the Town of Barnstable, MA for it's yearly drainage contract.
2016	KP	KINGSBURY PLAZA - KINGSTON, MA	\$1,736,762		PAVING / DRAINAGE	CT	GC	OWNER: TRT KINGSTON, LLC c/o KEYPOINT PARTNERS Loran MacCumber lmaccumber@keypointpartners.com	R/J O'CONNELL & ASSOCIATES 781-279-0180	TBD	Pulverize and repave front of mall, new drainage, pulverize and regrade rear of mall.
2016	LR	LOOP ROAD CONSTRUCTION - BUZZARDS BAY	\$695,723		ROAD / DRAINAGE / PAVING	CT	GC	MASS MARITIME ACADEMY 101 Academy Dr., Buzzards Bay, MA 02532 508-630-5140	HORSLEY WITTEN GROUP Joe Longo jlongo@horsleywitten.com 508-833-6600	July-18	Earthwork, Darnage, Retaining Wall, Gravel Base, Site Lighting, Precast Concrete Curb, Concrete Sidewalks, Paving & Landscaping
2016	BR	BOULEVARDE RECONSTRUCTION - NANTUCKET	\$313,882		DRAINAGE	CT	SUB	OWNER: TOWN OF NANTUCKET GC: VICTOR BRADEN CORP. New South Rd., Nantucket, MA 02554	GREENMAN-PEDERSEN, INC. 978-570-2999	Oct-16	
2016	CM3	COMMERCIAL ST. PHASE III Site Superintendent: Peter Leger	\$2,678,567		DRAINAGE / ROAD CONST. / PAVING	AJO	GC	TOWN OF PROVINCETOWN Town Manager 508-487-7000	GHD ENGINEERING Jessica Janney jessica.janney@ghd.com 774-470-1636	May-17	Complete removal and reconstruction of a portion of Commercial Street. Road reconstruction consisted of new water main and service laterals to sidelines, new drainage, sidewalks, curbing, porous pavement drainage layer, porous asphalt and associated markings.
2016	BD	BARNSTABLE DRAINAGE - 2016 Site Superintendent: Brian Monteiro	977,128		DRAINAGE	ALA	GC	TOWN OF BARNSTABLE - DPW Brian Cella brian.cella@town.barnstable.ma.us 508-790-6301	TOWN OF BARNSTABLE - DPW Brian Cella brian.cella@town.barnstable.ma.us 508-790-6301	Sep-16	Installed drainage of various sizes at designated spots throughout the Town of Barnstable, MA for it's yearly drainage contract.
2016	FA	SSA FAIRHAVEN SITEWORK PHASE II - FAIRHAVEN Site Superintendent: Dustin Williams	\$124,939		SITE / DRAINAGE	CT	GC	WOODS HOLE, MARTHA'S VINEYARD AND NANTUCKET STEAMSHIP AUTHORITY Greg Endicott gendicott@steamshipauthority.com 508-548-5011	HOLMES & McGRATH 508-548-5011	Jun-16	Disconnection of utility services at maintenance building, installation of stormwater management system, paving and installation of fence and wooden guardrail.
2016	WH	WHOI PARKING LOT EXPANSION - WOODS HOLE Site Superintendent: Dustin Williams	\$317,250		PAVING / DRAINAGE	CT / WBM	GC	WOODS HOLE OCEANOGRAPHIC INSTITUTE Dave Deyosler 508-638-2179	HOLMES & McGRATH Tim Santos 508-470-2431	May-16	Parking lot expansion including installation of new stormwater management system with subsurface leaching area and bio-retention basin, paving.
2014	BA	BARNSTABLE DRAINAGE 2014		\$879,730	DRAINAGE	ALA		TOWN OF BARNSTABLE - DPW Brian Cella brian.cella@town.barnstable.ma.us 508-790-6301	TOWN OF BARNSTABLE - DPW Brian Cella brian.cella@town.barnstable.ma.us 508-790-6301	Jul-14	Installed drainage of various sizes at designated spots throughout the Town of Barnstable, MA for it's yearly drainage contract.
2013	CM	COMMERCIAL ST. RECONSTRUCTION PHASE II - PROVINCETOWN		\$1,989,039	DRAINAGE / ROAD CONST. / PAVING	AJO		TOWN OF PROVINCETOWN Town Manager 508-487-7000	GHD ENGINEERING Jessica Janney jessica.janney@ghd.com 774-470-1636	Jun-14	Complete removal and reconstruction of a portion of Commercial Street. Road reconstruction consisted of new water main and service laterals to sidelines, new drainage, sidewalks, curbing, porous pavement drainage layer, porous asphalt and associated markings.
2013	CU	CUMBERLAND FARMS - DENNIS		\$496,095	DEMO / SITE / DRAINAGE	WBM		CUMBERLAND FARMS	SOUTH COAST DEVELOPMENT	Feb-13	
2013		NANTUCKET DRAINAGE LONGFIN - NOBADEER		\$83,565	DRAINAGE	AJO		TOWN OF NANTUCKET	VICTOR BRADEN CORP.	2013	

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in one (1) counterparts, each one of which shall be deemed an original, this the 22nd day of October, 2019.

ATTEST:

Joan A. Our
(Principal Secretary)

By

Robert B. Our Co., Inc.
Principal
John D. Our
John D. Our - Vice President
24 Great Western Road
Harwich, MA 02645
(Address-Zip Code)

Anne M. Higginbottom (SEAL)
Witness as to Principal
24 Great Western Road
Harwich MA 02645
(Address-Zip Code)

ATTEST:

By

Fidelity and Deposit Company of Maryland
Surety
Anne M. Higginbottom
(Attorney-in-Fact)
1299 Zurich Way
Schaumburg, IL 60196
(Address-Zip Code)

[Signature] (SEAL)
Witness as to Surety
PO Box 3220
Fall River, MA 02721
(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we Robert B. Our Co., Inc.

_____ a Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and Fidelity and Deposit Company of Maryland of 1299 Zurich Way,
(Surety)

State of Schaumburg, IL hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the City/Town of Harwich, Massachusetts, hereinafter called "Owner", in the penal sum of Three Hundred Ninety Four Thousand Two Hundred and 00/100 Dollars (\$ 394,200.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 22nd day of October, 2019, for the construction described as follows:

Catch Basin Replacement and Drainage Infrastructure Installation

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ^{One} (1) counterparts, each one of which shall be deemed an original, this the 22nd day of October, 2019

ATTEST:

Fidelity and Deposit Company of Maryland

Surety

By

Anne M. Higginbottom
(Attorney-in-Fact)

1299 Zurich Way

Schaumburg, IL 60196

(Address-Zip Code)

[Signature]

(SEAL)

Witness as to Surety

PO Box 3220

Fall River, MA 02721

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

Test:

AG.

Robert B. Our Co., Inc.
Contractor

By

[Signature]
John D. Our / Vice President
24 Great Western Rd

Harwich, MA 02645

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of October, 20 19



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William L. LABBE, Anne M. HIGGINBOTTOM, Catherine H. LAWRENCE, John J. FEITELBERG and Alyssa Richelle MICHAEL, all of Fall River, Massachusetts, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of August, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
*Assistant Secretary
Dawn E. Brown*

Robert D. Murray
*Vice President
Robert D. Murray*

State of Maryland
County of Baltimore

On this 19th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



CERTIFICATE OF VOTE

Pursuant to a regular and duly filed waiver of notice, a special meeting of the Board of Directors of Robert B. Our Co., Inc. was duly called and held at 24 Great Western Road, Harwich, Massachusetts, on November 6, 2007 at ten o'clock in the forenoon. All the Directors and Stockholders were present and/or in writing waived notice and assented to all action taken thereat. I certify that the following vote, which has never been rescinded or revoked, was passed:

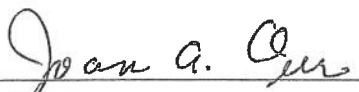
"VOTED: That John D. Our, Vice-President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all agreements and contracts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

"VOTED: That John D. Our, Vice-President of Robert B. Our Co., Inc. be and he is hereby authorized and empowered, in the name and on behalf of the Corporation and upon such terms as he may deem necessary, proper or advisable, to sign, seal, execute and deliver any and all applications for Bonds and Bonds relative to work performance of said Corporation, and to do any and all related acts which he may from time to time deem necessary, proper or advisable, for the business of the Corporation;

I do further certify that Robert B. Our Co., Inc. is a duly organized Corporation; that the foregoing Vote is in accordance with the charter and by-laws of said Corporation; that John D. Our is a duly elected and qualified Vice-President of the Corporation, and that I am the duly elected and qualified Clerk of the Corporation.

Dated: November 6, 2007

A true extract record.
ATTEST:



JOAN A. OUR
Clerk

CORPORATE SEAL



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International New England		License # 1780862	NAMED INSURED Robert B Our Co., Inc. 24 Great Western Road P.O. Box 1539 Harwich, MA 02645
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

*****Additional Policies*****

Contractors Pollution
Carrier: Illinois Union NAIC #33667
Policy # CPYG2741667601 Term: 12/01/2017-12/01/2019
\$2,000,000 Each Occ/\$2,000,000 Aggregate

Motor Truck Cargo
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2018-12/01/2019
Limit \$500,000 Per Conveyance

Professional Liability
Ironshore Specialty Insurance Co
Policy # 002419004
term : 6/04/2019-6/04/2020
\$2,000,000 Each Claim/\$2,000,000 Aggregate

Installation Floater
Acadia Insurance Co
Policy # CIM5182149 term: 12/01/2018-12/01/2019
Limit \$300,000 Per Jobsite
Deductible \$5,000

SPECIAL PROVISIONS

SCOPE OF WORK

The Work under this Contract consists of roadway improvements at various locations throughout the Town of Harwich.

All Work done under this Contract shall be in conformance with the Massachusetts Highway Department (MHD, formerly MDPW) Standard Specifications for Highways and Bridges dated 1988, the Massachusetts Department of Transportation (MassDOT) Construction Standard Details Highway Division dated October 2017, and the 2009 Edition of the Manual on Uniform Traffic Control Devices, all as amended, the Construction Contract Agreement and these Special Provisions.

WORK SCHEDULE

The Contractor shall commence Work within **ten (10)** working days of receiving a Notice to Proceed from a Town. If the Contractor can not begin work within the ten (10) working days, that Town may order such services from such contractors as are available, and the Contractor shall reimburse that Town for all expenses incurred above the Contract Price.

Work is restricted to a normal eight-hour day, five-day week, with Contractor and all subcontractors working on the same shift.

No Work shall be done on this Contract on Saturdays, Sundays or holidays or on the day before or the day after a long weekend, which involves a holiday without prior approval, by the Town.

PROGRESS OF WORK

The Contractor shall promptly start and continue actual construction work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the Engineer. The rate of progress shall be satisfactory to the Town and the Engineer. The Contractor shall furnish to the Engineer a schedule for the Work prior to the start of construction.

CONTRACT DOCUMENTS IN THE FIELD

The Contractor shall keep a copy of the Contract Documents at the work site at all times while work is being performed and said copy is to be available to those in charge of work.

POLICE SERVICES

The Owner shall provide all Town police services to direct traffic when such protection is required by that Town's Police Department. The Contractor shall be solely responsible for contacting and scheduling of police services with the Police Department. All details must be scheduled a minimum of eight (8) hours in advance of scheduled work. If the Contractor must cancel police services, he must do so within the time limits set by the Police Department. If the Contractor does not cancel police services within the time limits, then the Contractor shall be responsible to pay the minimum required amount. The Contractor will be solely responsible for payment of all short notice, missed or cancelled details.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall be required without additional compensation to provide safe and convenient access to all abutters during the prosecution of the Work.

No excavation shall be left open during non-working hours.

MSDS sheets and information shall be available on site and copies submitted to a Town as requested.

NECESSARY ACCESS FOR FIRE APPARATUS AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL COORDINATE WITH THE POLICE AND FIRE DEPARTMENTS AT ALL TIMES REGARDING ACCESS.

For the protection of life and property, all backfill operations shall follow closely behind completed work. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

Contractor shall comply with all applicable Laws, regulations and Guidelines of any public body (example: OSHA, DIGSAFE, MHD Work Zone Safety Guidelines, Police) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary signs/ safeguards for such safety and protection at no extra cost to the Owner. See General Conditions also.

CLEANUP

Cleanup shall be done on a daily basis. At the end of each working period, the Contractor shall completely backfill all holes and trenches and remove all equipment from the traveled way. The Contractor shall ensure that all safety marking and warning devices are satisfactorily in place prior to leaving any job.

During the course of the Work, the Contractor shall keep the site of his operations in as clean and neat condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition.

Sweeping and cleaning of surfaces beyond the limits of the Project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the Work being performed under the Contract and there will be no additional compensation.

EMERGENCY CONTACTS

The Contractor shall maintain a 24-hour, 7-day a week telephone service and a local facility to handle emergency requirements such as settled trenches, clogged drains, rain damage, work zone safety issues, etc. A list of personnel (minimum of two) and their telephone numbers shall be submitted to the Engineer, the DPW Director (or his designee), to the local Police and Fire Departments. This requirement shall apply during the entire length of the Project or Service for the Town where work is being completed.

This list shall be submitted on the Contractor's letterhead and shall state that should an emergency arise during the implementation of this Project or Service, these people are to be contacted. The Contractor shall submit this letter to the Engineer prior to initiating construction. The DPW Director for the Town or his designee has the right to determine whether or not an emergency exists and to require Contractor to promptly resolve the emergency at no cost to that Town. If Contractor cannot respond in a timely manner as determined by the DPW Director, the Town has the right to complete the necessary work and to bill Contractor for that work.

DIG SAFE®

The Contractor shall notify DIG SAFE® and the Town of Harwich Water Department and procure a DIG SAFE® number of each location prior to disturbing ground in any way.

DIG SAFE® - Call Center: Telephone 811

Eversource has a policy regarding the location of electric utilities. Dig Safe® can no longer be relied upon to locate electric utilities that are "privately" owned. This can include electric cables located in Public ways that run from utility poles to buildings. It is therefore incumbent upon Contractor to ascertain if any electric cables are located in any area prior to excavation. This will be done at Contractor's expense.

The Contractor shall make his own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of the Contractor's operations.

PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the Work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the municipality or by utility owner, which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

If, as the Work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the Work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be considered included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefor.

PROVISIONS FOR TRAVEL AND PROSECUTION OF THE WORK

For the items that require traffic control, the Contractor shall supply and use traffic control devices, positioning and methodology, conforming with the Manual on Uniform Traffic Control Devices (MUTCD) and MHD Work Zone Safety Guidelines at no additional cost to any Town. Traffic control devices required only during working hour operations shall be removed at the end of each working day. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

Particular care should be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety.

WORK DONE BY OTHERS

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this Project, will be accomplished by the respective utility companies.

DISPOSAL OF SURPLUS MATERIALS

All materials not required or needed for use on the Project, and not required to be removed and stacked, shall become the property of the CONTRACTOR and shall be removed from the site and legally disposed of. No separate payment will be made for this Work, but all costs in connection therewith shall be included in the prices bid for various Contract items.

COMPACTION

Compaction of filled areas under pavement shall be completed in 6" lifts by means of vibratory rammer/jumping jack type compactor. Pavement sub-base material shall be compacted in 6" lifts by means of vibratory plate compactor. Compaction of filled areas elsewhere shall be completed in 12" lifts by means of vibratory rammer/jumping jack type compactor.

CONTRACTOR'S LIMITS OF LIABILITY FOR INSURANCE COVERAGE

The insurance required above shall include the specific coverage and be written for not less than the limits of liability and coverage provided as follows:

- 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
- 3) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

- 5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 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.

Any Subcontractor under contract with CONTRACTOR to perform Work on the Project shall hold the Town, the Towns and agents harmless, and purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth herein.

The Town and the Towns shall be specifically named as additional insureds on all required insurance policies of the CONTRACTOR and any Subcontractors.

In addition, CONTRACTOR shall maintain such completed operations insurance for at least one year after final payment and furnish the Town with evidence of continuation of such insurance at final payment.

MEASUREMENT AND PAYMENT

PART 1 - DESCRIPTION

1.01 GENERAL:

- A. The following subsections describe the measurement of and payment for the work to be done under the items listed in FORM OF GENERAL BID.
- B. All work performed as described in these contract documents will be paid for under one or more of the items listed in the FORM OF GENERAL BID. All other activities required in connection with performance of the work, whether described in the contract documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered incidental to performance of the overall project.
- C. Each unit or lump sum price stated in the FORM OF GENERAL BID shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.
- D. The payment items listed herein and in the FORM OF GENERAL BID are intended to provide full payment for the work shown on the drawings and specified herein. Any work called for or implied in the documents but not listed as a payment item shall be considered incidental to the overall project.
- E. Unless otherwise noted, each item shall be furnished and installed in accordance with the plans.

1.02 ITEM 1: REMOVAL OF EXISTING CATCH BASIN

- A. The work under this item will be measured on a unit basis.
- B. The lump sum price for Item 1 shall constitute full compensation for furnishing all labor, materials, tools and equipment to remove existing catch basin structures including, excavation of land, pavement, or concrete, and removal and disposal of all waste materials. Work shall include backfill of excavation, pavement, concrete, and/or loam and seed if no new installation required.

1.03. ITEM 2: 1000-GALLON LEACHING CATCH BASIN (FIG. 1)

- A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.
- B. Work includes installation of a 6-foot diameter, 1000 gallon leach basin, double-washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE discharge pipe and/or connection to drainage system, frame(s) and grate and/or cover, brick masonry or pre-cast concrete riser, and pavement, as identified in Fig. 1 of the Town of Harwich, Standard Drainage Details. Work includes all incidental labor and materials to complete installation of Fig. 1.
- C. The work of this section shall be paid at the contract unit price under Item 2.

1.04. ITEM 3: 600-GALLON LEACHING CATCH BASIN (FIG. 2)

- A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.
- B. Work includes installation of a 6-foot diameter, 600 gallon leach basin, double-washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE discharge pipe and/or connection to drainage system, frame(s) and grate and/or cover, brick masonry or pre-cast concrete riser, and pavement, as identified in Fig. 2 of the Town of Harwich, Standard Drainage Details. Work includes all incidental labor and materials to complete installation of Fig. 2
- C. The work under this item shall be paid at the contract unit price under Item 3.

1.05. ITEM 4: CATCH BASIN WITH 1000 GALLON LEACH BASIN (FIG 3)

- A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.
- B. Work includes installation of 6-foot diameter 1000 gallon catch basin, double-washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE pipe, frame(s) and grate, and/or cover, a pre-cast 4 foot diameter catch basin with an eccentric cover, frame(s) and grate and/or cover, 90 degree elbow trap, brick or pre-cast concrete riser, and pavement as identified in Fig. 3 of the Town of Harwich Standard Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 3.

C. The work of this section shall be paid at the contract unit price under Item 4.

1.06. ITEM 5: CATCH BASIN WITH 600 GALLON LEACHING BASIN (FIG. 4)

A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.

B. Work includes installation of 6-foot diameter 600 gallon leaching basin, double-washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE pipe, frame(s) and grate, and/or cover, a pre-cast 4 foot diameter catch basin with an eccentric cover, frame(s) and grate and/or cover, 90 degree elbow trap, brick or pre-cast concrete riser, and pavement as identified in Fig. 4 of the Town of Harwich Standard Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 4.

C. The work under this item shall be paid at the contract unit price under Item 5.

1.07. ITEM 6: CATCH BASIN WITH (2) 4X4X4 LEACHING GALLEYS (FIG. 5)

A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.

B. Work includes installation of a 4 foot diameter catch basin with eccentric cover, 90 degree elbow trap, frame(s) and grate and/or cover, 2 4X4X4 leaching galleys, double washed crushed stone, filter fabric, up to 10 feet of 12-inch HDPE pipe, brick masonry or pre-cast concrete riser frame(s) and grate, and/or cover and pavement as identified in Fig. 5 of the Town of Harwich Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 5.

C. The work under this item shall be paid at the contract unit price under Item 6.

1.08. ITEM 7: CATCH BASIN WITH 500 GALLON DRYWELL (FIG. 6)

A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, and excavation, including rock, leveling, pavement, loam and seed, and finish work.

- B. Work includes installation of a 500 gallon drywell, double washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE pipe, frame(s) and grate and/or cover. 4 foot diameter, 3 foot deep catch basin with an eccentric cover, 90 degree elbow trap, brick or pre-cast concrete riser, and pavement as identified in Fig. 10 of the Town of Harwich Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 10.

- B. The work under this item shall be paid at the contract unit price under Item 7.

1.09 ITEM 8: CATCH BASIN WITH 1000 GALLON LEACH BASIN WITH A 2 FT SHIM (FIG. 7)

- A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.

- A. Work includes installation of a 6-foot diameter, 1000 gallon leach basin with a 2 foot shim, double washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE pipe, frame(s) and grate and/or cover. 4 foot diameter catch basin with an eccentric cover, 90 degree elbow trap, brick or pre-cast concrete riser, and pavement as identified in Fig. 11 of the Town of Harwich Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 11.

- B. The work under this item shall be paid at the contract unit price under Item 8.

1.10 ITEM 9: SHALLOW SUMP CATCH BASIN WITH PERFORATED PIPE LEACH TRENCH (50 FEET) (FIG 8)

- A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.

- A. Work includes installation of 50 feet of 12 inch perforated HDPE pipe, double washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE pipe, 4 foot diameter, 3 foot deep catch basin with an eccentric cover, 90 degree elbow trap, frame(s) and grate and/or cover, brick or pre-cast concrete riser, and pavement as identified in Fig. 12 of the Town of Harwich Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 12.

- B. The work under this item shall be paid at the contract unit price under Item 9.

1.11 ITEM 10: SHALLOW SUMP CATCH BASIN WITH 600 GALLON LEACH BASIN (FIG. 9)

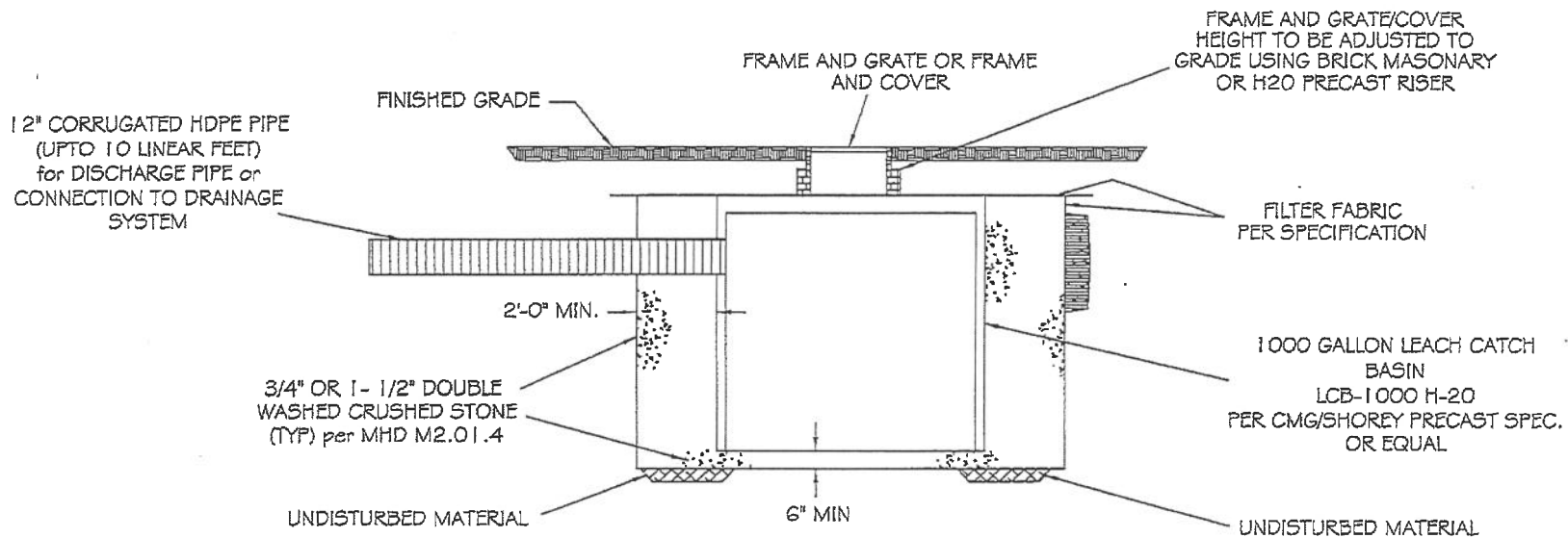
- A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.
- B. Work includes furnishing and installation of a shallow sump catch basin (36 in overall height), 600 gallon leach basin, double washed crushed stone, filter fabric, up to 10 feet of 12-inch corrugated HDPE pipe, frame(s) and grate and/or cover, brick masonry or pre-cast concrete riser, and pavement as identified in Fig. 3 of the Town of Harwich, Standard Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 1.
- B. The work under this item shall be paid at the contract unit price under Item 10.

1.12 ITEM 11: GUTTER INLET (FIG. 10)

- A. The work under this item will be paid on a unit basis and includes all site preparation, dewatering, excavation, leveling, pavement, loam and seed, and finish work.
- B. Work includes installation of a Gutter Inlet, up to 10 feet of 12-inch corrugated HDPE discharge pipe and/or connection to drainage system, 90 degree elbow trap, frame(s) and grate and/or cover, brick or pre-cast concrete riser, and pavement as identified in Fig. 13 of the Town of Harwich Drainage Details. Work includes all incidental labor and materials required to complete installation of Fig. 13.
- C. The work under this item shall be paid at the contract unit price under Item 11.

1.13 ITEM 12: POLICE DETAILS

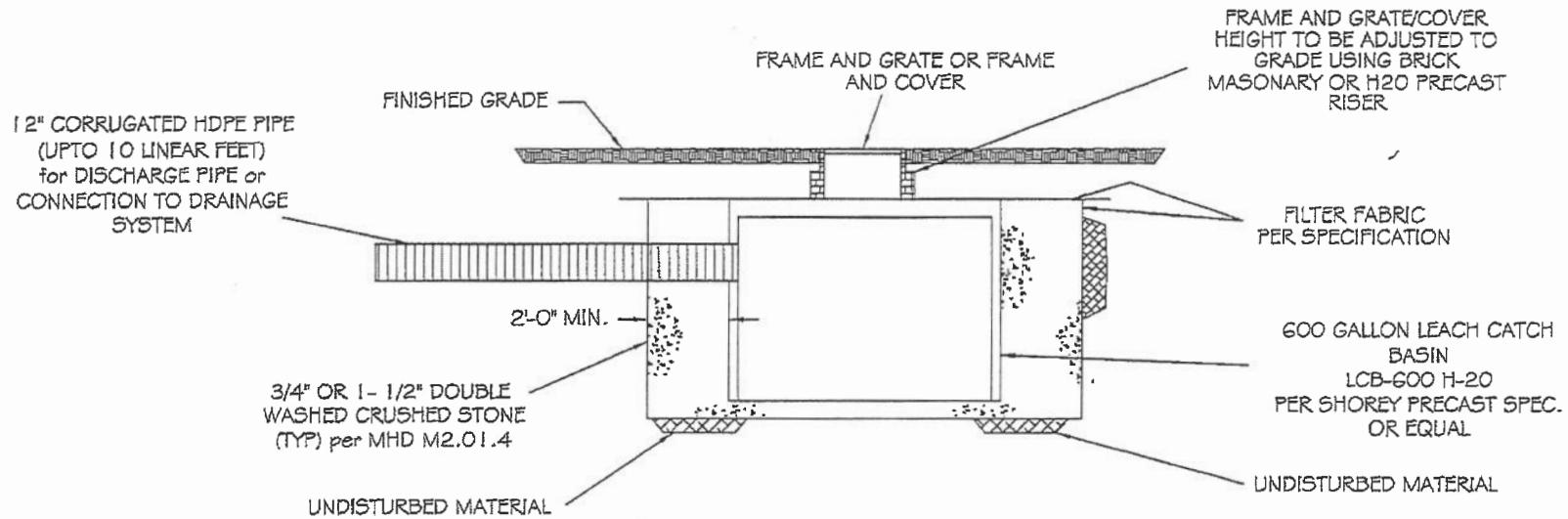
All police details shall be scheduled by the Contractor, but paid for by the Owner. The Contractor will be solely responsible for payment of short notice, missed or canceled details.



1000 GALLON LEACHING CATCH
BASIN ARRANGEMENT FIG. 1

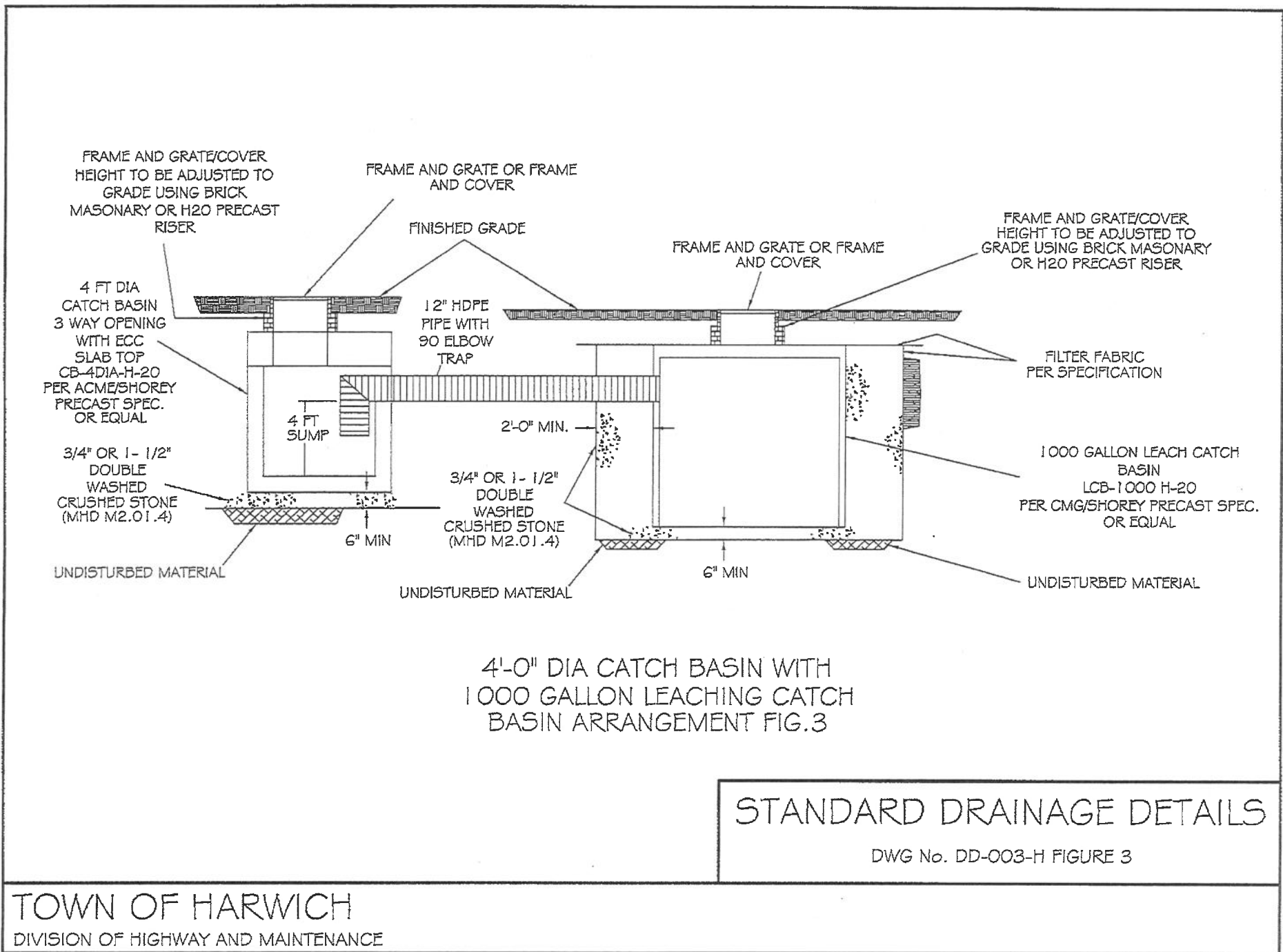
STANDARD DRAINAGE DETAILS
DWG No. DD-001-H FIGURE 1

TOWN OF HARWICH
DIVISION OF HIGHWAY AND MAINTENANCE



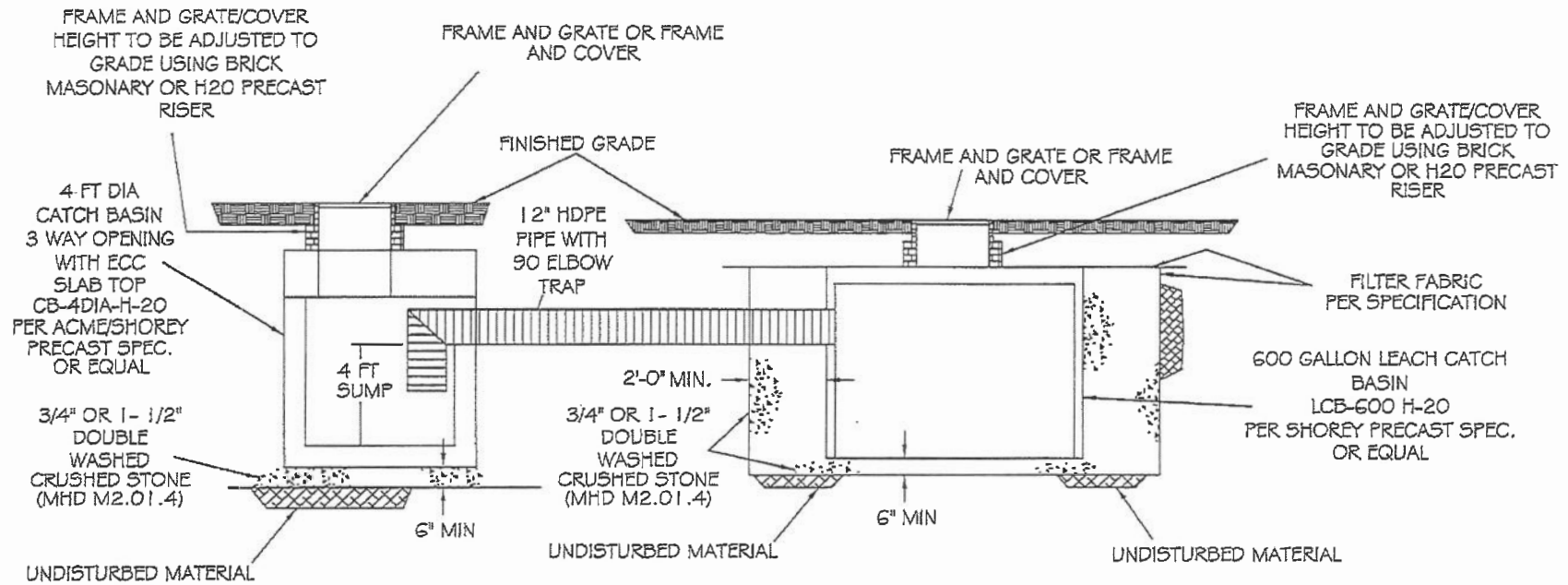
600 GALLON LEACHING CATCH
BASIN ARRANGEMENT FIG. 2

STANDARD DRAINAGE DETAILS
DWG No. DD-002-H FIGURE 2



STANDARD DRAINAGE DETAILS
 DWG No. DD-003-H FIGURE 3

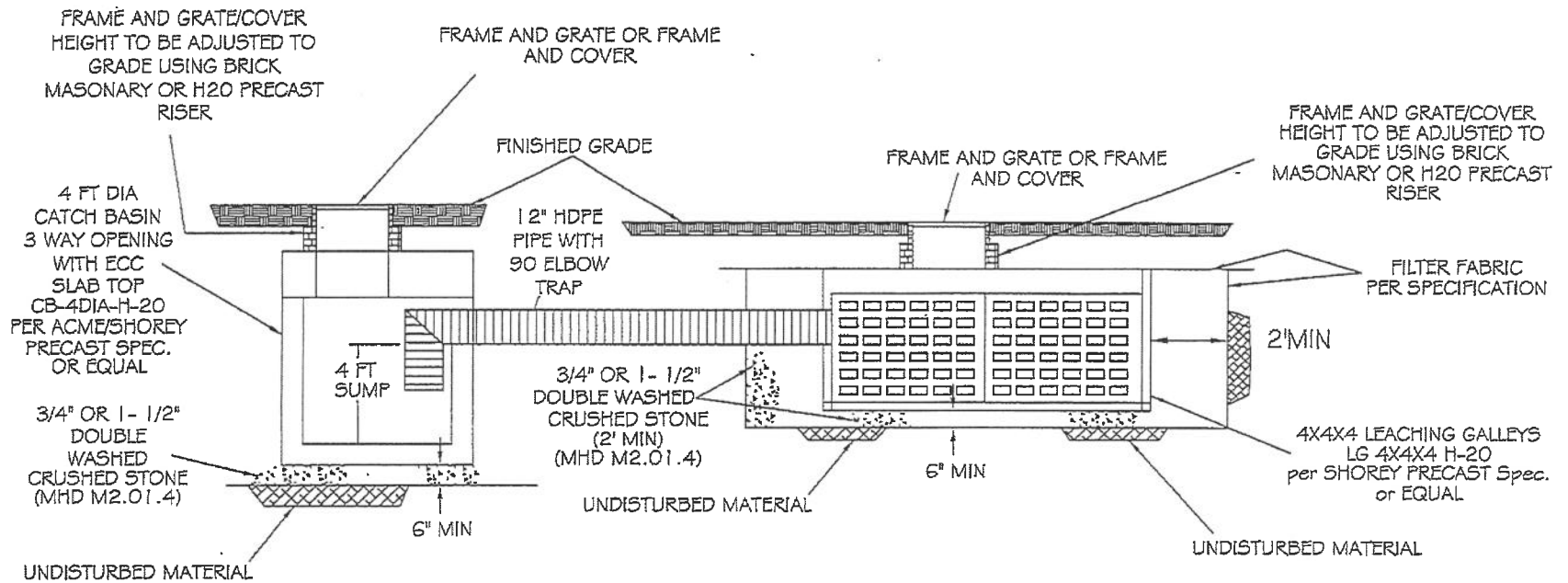
TOWN OF HARWICH
 DIVISION OF HIGHWAY AND MAINTENANCE



4'-0" DIA CATCH BASIN WITH 600 GALLON LEACHING CATCH BASIN ARRANGEMENT FIG.4

STANDARD DRAINAGE DETAILS

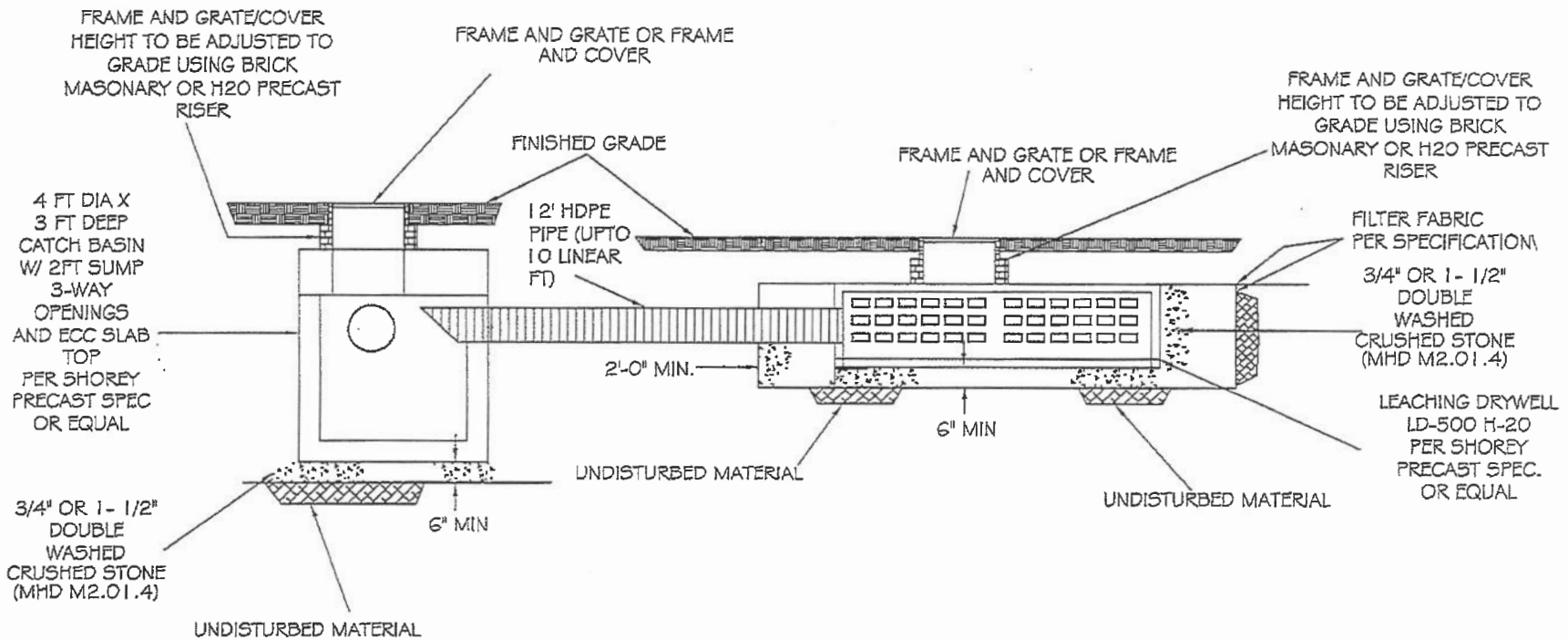
DWG No. DD-004-H FIGURE 4



4'-0" DIA CATCH BASIN WITH TWO (2) 4X4X4 LEACHING GALLEYS ARRANGEMENT FIG.5

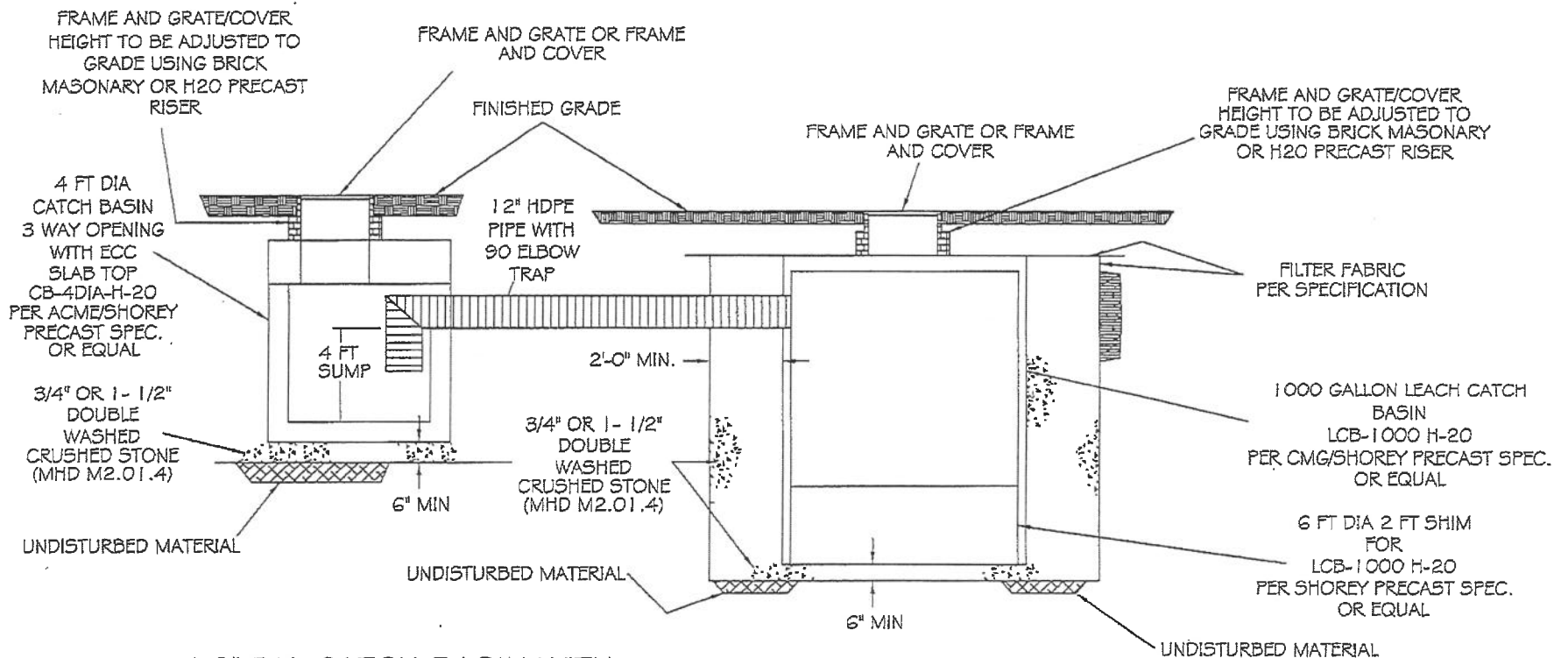
STANDARD DRAINAGE DETAILS

DWG No. DD-005-H FIGURE 5



4 FT DIA X 3 FT DEEP CATCH BASIN WITH 2 FT SUMP AND 3-WAY OPENINGS AND LD-500 H-20 DRYWELL ARRANGEMENT FIG. 6

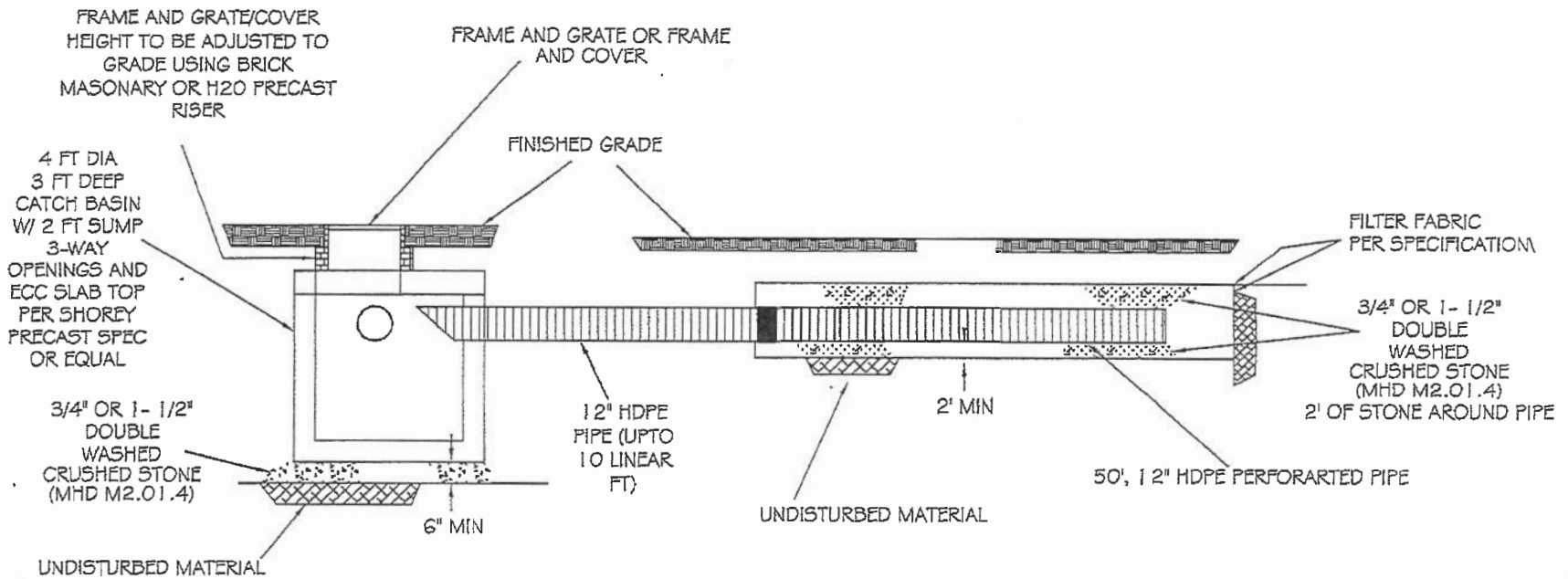
STANDARD DRAINAGE DETAILS
 DWG No. DD-010-H FIGURE 6



4'-0" DIA CATCH BASIN WITH 1000 GALLON LEACHING CATCH BASIN W/ 6'X2' LEACH SHIM ARRANGEMENT FIG 7

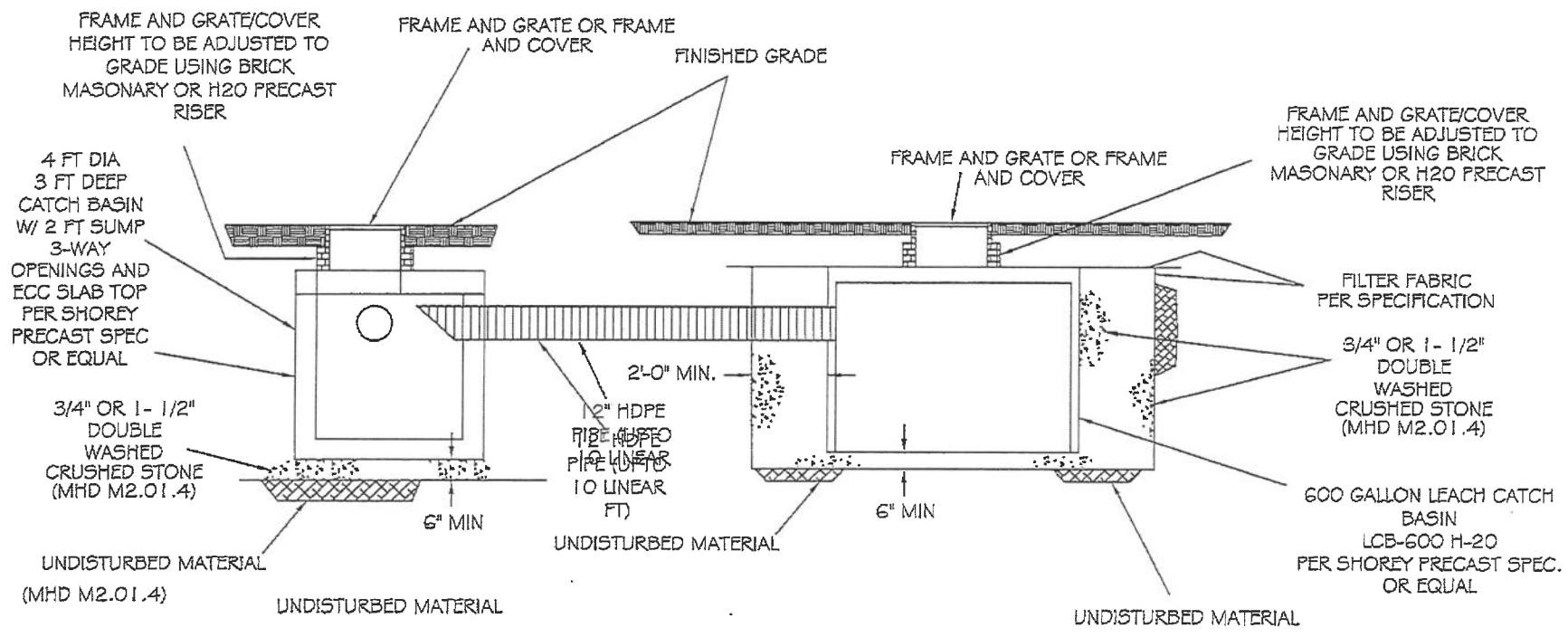
STANDARD DRAINAGE DETAILS
 DWG No. DD-011-H FIGURE 7

TOWN OF HARWICH
 DIVISION OF HIGHWAY AND MAINTENANCE



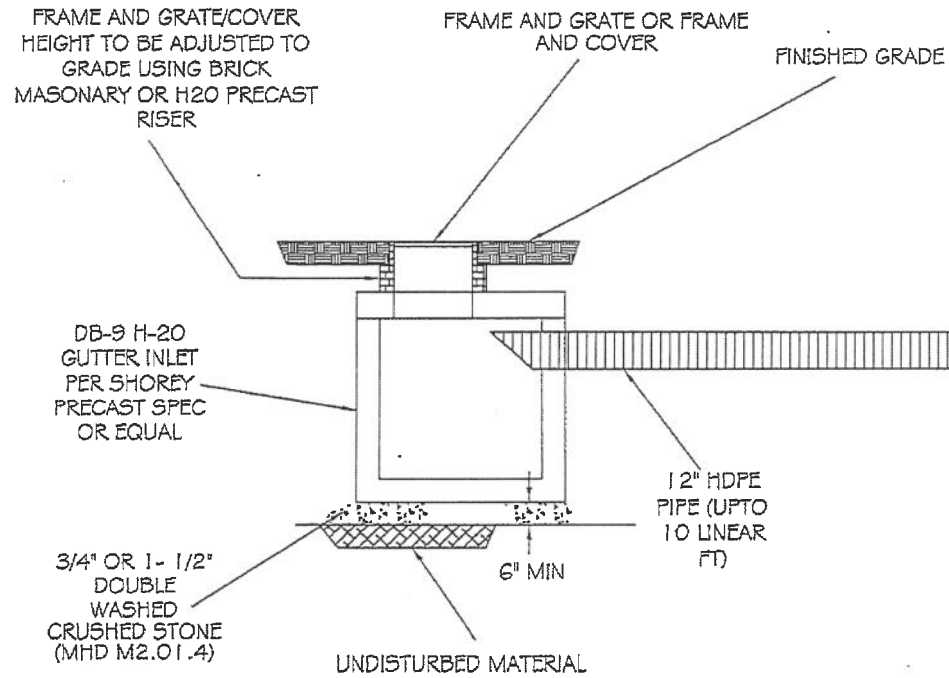
4 FT DIA X 3 FT DEEP CATCH
 BASIN WITH 2 FT SUMP
 WITH 50 FT.
 LEACHING TRENCH
 ARRANGEMENT FIG. 8

STANDARD DRAINAGE DETAILS
 DWG No. DD-001 2-H FIGURE 8



4 FT DIA X 3 FT DEEP CATCH
BASIN WITH 2 FT SUMP
WITH 600 GALLON
LEACHING CATCH BASIN
ARRANGEMENT.
FIG. 9

STANDARD DRAINAGE DETAILS
DWG No. DD-009-H FIGURE 9



GUTTER INLET
ARRANGEMENT FIG. 10

STANDARD DRAINAGE DETAILS

DWG No. DD-014-H FIGURE 10

TOWN OF HARWICH

CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION
FOR THE DIVISION OF HIGHWAYS & MAINTENANCE

ADDENDUM NO. 1

September 24, 2019

The attention of bidders submitting bids for the subject project:

CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION
INVITATION FOR BIDS (IFB)

are called to the following addendum. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

Bidders shall confirm receipt of Addendum 1 in their submittal.

It has come to our attention that there may need to be more lead time in order to properly submit for this IFB as well as additional information as listed below.

1. The Town would like the project to be completed as soon as practicable. However, we are *extending the IFB Deadline date of the project from Thursday, September 26, 2019 at 2:00pm to Friday, October 4, 2019 at 2:00pm.*
2. The Catch Basin Replacement and Drainage Infrastructure Installation Project will be funded through the Massachusetts Chapter 90 Program. Therefore, in accordance with M.G.L. c.81, §8B, any Contractor or Prospective Bidder proposing to bid on any work, excepting the construction, reconstruction, repair, or alteration of buildings, to be awarded by the Department of Conservation and Recreation, aggregating \$50,000 or more, must be prequalified by the Highway Division of the Massachusetts Department of Transportation pursuant to 720 CMR 5.01, et seq. (cite 320 CMR 17.00, 17.02) in the specified class of work with a single contract class limit greater than or equal to the advertised project value.
3. Prevailing Wage Sheets will be provided once available;
4. Questions Submitted and Answers Provided (below):

Q: "Are plans and specifications available for the project?" (Ultimate question received in various forms)

A: The proposed project is a unit price contract based on the Contract Documents and construction details included in the IFB package posted on the Town of Harwich website. The specific locations for the drainage installations have not yet been identified.

5. All additional questions (if any) shall be submitted in writing and sent by email to jpowers@town.harwich.ma.us by close of business (4:00pm) on Friday, September 27, 2019.
6. Please note the following strikeout under "Special Provisions - Contractor's Limits of liability for insurance coverage", Page 44:
~~Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.~~

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

TOWN OF HARWICH

**CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION
FOR THE DIVISION OF HIGHWAYS & MAINTENANCE**

ADDENDUM NO. 2
September 30, 2019

The attention of bidders submitting bids for the subject project:

**CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION
INVITATION FOR BIDS (IFB)**

are called to the following addendum. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

Bidders shall confirm receipt of Addendum 2 in their submittal.

It has come to our attention that there may need to be more lead time in order to properly submit for this IFB as well as additional information as listed below.

1. Prevailing Wage Sheets enclosed.



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
 DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
 Massachusetts General Laws, Chapter 149, Sections 26 to 27H

CHARLES D. BAKER
 Governor

KARYN E. POLITO
 Lt. Governor

ROSALIN ACOSTA
 Secretary
 WILLIAM D MCKINNEY
 Director

Awarding Authority: Town of Harwich
 Contract Number: City/Town: HARWICH
 Description of Work: CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION AT VARIOUS LOCATIONS WITHIN AND FOR THE TOWN OF HARWICH.
 Job Location: 732 Main Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(1 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.25	\$12.41	\$12.70	\$0.00	\$59.36
	12/01/2019	\$34.25	\$12.41	\$13.72	\$0.00	\$60.38
	06/01/2020	\$35.15	\$12.41	\$13.72	\$0.00	\$61.28
	08/01/2020	\$35.15	\$12.91	\$13.72	\$0.00	\$61.78
	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.32	\$12.41	\$12.70	\$0.00	\$59.43
	12/01/2019	\$34.32	\$12.41	\$13.72	\$0.00	\$60.45
	06/01/2020	\$35.22	\$12.41	\$13.72	\$0.00	\$61.35
	08/01/2020	\$35.22	\$12.91	\$13.72	\$0.00	\$61.85
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$34.44	\$12.41	\$12.70	\$0.00	\$59.55
	12/01/2019	\$34.44	\$12.41	\$13.72	\$0.00	\$60.57
	06/01/2020	\$35.34	\$12.41	\$13.72	\$0.00	\$61.47
	08/01/2020	\$35.34	\$12.91	\$13.72	\$0.00	\$61.97
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	06/01/2019	\$36.00	\$12.50	\$8.85	\$0.00	\$57.35
	12/01/2019	\$37.00	\$12.50	\$8.85	\$0.00	\$58.35
	06/01/2020	\$38.00	\$12.50	\$8.85	\$0.00	\$59.35
	12/01/2020	\$39.00	\$12.50	\$8.85	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2019	\$44.71	\$7.07	\$17.72	\$0.00	\$69.50
	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
2	65	\$29.06	\$7.07	\$11.52	\$0.00	\$47.65
3	70	\$31.30	\$7.07	\$12.40	\$0.00	\$50.77
4	75	\$33.53	\$7.07	\$13.30	\$0.00	\$53.90
5	80	\$35.77	\$7.07	\$14.18	\$0.00	\$57.02
6	85	\$38.00	\$7.07	\$15.07	\$0.00	\$60.14
7	90	\$40.24	\$7.07	\$15.95	\$0.00	\$63.26
8	95	\$42.47	\$7.07	\$16.84	\$0.00	\$66.38

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2019	\$54.40	\$10.75	\$21.30	\$0.00	\$86.45
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	02/01/2020	\$55.04	\$10.75	\$21.30	\$0.00	\$87.09
	08/01/2020	\$56.39	\$10.75	\$21.45	\$0.00	\$88.59
	02/01/2021	\$57.03	\$10.75	\$21.45	\$0.00	\$89.23
	08/01/2021	\$58.43	\$10.75	\$21.61	\$0.00	\$90.79
	02/01/2022	\$59.02	\$10.75	\$21.61	\$0.00	\$91.38

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 New Bedford

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.20	\$10.75	\$21.30	\$0.00	\$59.25
2	60	\$32.64	\$10.75	\$21.30	\$0.00	\$64.69
3	70	\$38.08	\$10.75	\$21.30	\$0.00	\$70.13
4	80	\$43.52	\$10.75	\$21.30	\$0.00	\$75.57
5	90	\$48.96	\$10.75	\$21.30	\$0.00	\$81.01

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.52	\$10.75	\$21.30	\$0.00	\$59.57
2	60	\$33.02	\$10.75	\$21.30	\$0.00	\$65.07
3	70	\$38.53	\$10.75	\$21.30	\$0.00	\$70.58
4	80	\$44.03	\$10.75	\$21.30	\$0.00	\$76.08
5	90	\$49.54	\$10.75	\$21.30	\$0.00	\$81.59

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	06/01/2019	\$40.25	\$7.85	\$16.05	\$0.00	\$64.15
	12/01/2019	\$41.25	\$7.85	\$16.05	\$0.00	\$65.15
	06/01/2020	\$42.24	\$7.85	\$16.05	\$0.00	\$66.14
	12/01/2020	\$43.22	\$7.85	\$16.05	\$0.00	\$67.12
	06/01/2021	\$44.24	\$7.85	\$16.05	\$0.00	\$68.14
	12/01/2021	\$45.25	\$7.85	\$16.05	\$0.00	\$69.15

For apprentice rates see "Apprentice-LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00

For apprentice rates see "Apprentice-LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>BORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2019	\$41.90	\$9.40	\$18.95	\$0.00	\$70.25
	03/01/2020	\$42.50	\$9.40	\$18.95	\$0.00	\$70.85
	09/01/2020	\$43.15	\$9.40	\$18.95	\$0.00	\$71.50
	03/01/2021	\$43.75	\$9.40	\$18.95	\$0.00	\$72.10
	09/01/2021	\$44.40	\$9.40	\$18.95	\$0.00	\$72.75
	03/01/2022	\$45.00	\$9.40	\$18.95	\$0.00	\$73.35
	09/01/2022	\$45.65	\$9.40	\$18.95	\$0.00	\$74.00
	03/01/2023	\$46.25	\$9.40	\$18.95	\$0.00	\$74.60

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.95	\$9.40	\$1.73	\$0.00	\$32.08
2	60	\$25.14	\$9.40	\$1.73	\$0.00	\$36.27
3	70	\$29.33	\$9.40	\$13.76	\$0.00	\$52.49
4	75	\$31.43	\$9.40	\$13.76	\$0.00	\$54.59
5	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
6	80	\$33.52	\$9.40	\$15.49	\$0.00	\$58.41
7	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33
8	90	\$37.71	\$9.40	\$17.22	\$0.00	\$64.33

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.25	\$9.40	\$1.73	\$0.00	\$32.38
2	60	\$25.50	\$9.40	\$1.73	\$0.00	\$36.63
3	70	\$29.75	\$9.40	\$13.76	\$0.00	\$52.91
4	75	\$31.88	\$9.40	\$13.76	\$0.00	\$55.04
5	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
6	80	\$34.00	\$9.40	\$15.49	\$0.00	\$58.89
7	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87
8	90	\$38.25	\$9.40	\$17.22	\$0.00	\$64.87

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$29.99/ 3&4 \$35.85/ 5&6 \$54.22/ 7&8 \$60.14

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
CARPENTERS -ZONE 2 (Wood Frame)	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 2

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
2	60	\$16.51	\$7.07	\$0.00	\$0.00	\$23.58
3	65	\$17.89	\$7.07	\$7.86	\$0.00	\$32.82
4	70	\$19.26	\$7.07	\$7.86	\$0.00	\$34.19
5	75	\$20.64	\$7.07	\$7.86	\$0.00	\$35.57
6	80	\$22.02	\$7.07	\$7.86	\$0.00	\$36.95
7	85	\$23.39	\$7.07	\$7.86	\$0.00	\$38.32
8	90	\$24.77	\$7.07	\$7.86	\$0.00	\$39.70

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
2	60	\$16.77	\$7.07	\$0.00	\$0.00	\$23.84
3	65	\$18.17	\$7.07	\$7.86	\$0.00	\$33.10
4	70	\$19.57	\$7.07	\$7.86	\$0.00	\$34.50
5	75	\$20.96	\$7.07	\$7.86	\$0.00	\$35.89
6	80	\$22.36	\$7.07	\$7.86	\$0.00	\$37.29
7	85	\$23.76	\$7.07	\$7.86	\$0.00	\$38.69
8	90	\$25.16	\$7.07	\$7.86	\$0.00	\$40.09

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$19.45/ 3&4 \$26.96/ 5&6 \$34.19/ 7&8 \$36.95

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	07/01/2019	\$47.67	\$12.75	\$22.41	\$0.62	\$83.45
BRICKLAYERS LOCAL 3 (NEW BEDFORD)	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (New Bedford)

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.84	\$12.75	\$15.41	\$0.00	\$52.00
2	60	\$28.60	\$12.75	\$17.41	\$0.62	\$59.38
3	65	\$30.99	\$12.75	\$18.41	\$0.62	\$62.77
4	70	\$33.37	\$12.75	\$19.41	\$0.62	\$66.15
5	75	\$35.75	\$12.75	\$20.41	\$0.62	\$69.53
6	80	\$38.14	\$12.75	\$21.41	\$0.62	\$72.92
7	90	\$42.90	\$12.75	\$22.41	\$0.62	\$78.68

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2019	\$49.18	\$12.00	\$15.60	\$0.00	\$76.78
	12/01/2019	\$50.33	\$12.00	\$15.60	\$0.00	\$77.93
	06/01/2020	\$51.43	\$12.00	\$15.60	\$0.00	\$79.03
	12/01/2020	\$52.58	\$12.00	\$15.60	\$0.00	\$80.18
	06/01/2021	\$53.68	\$12.00	\$15.60	\$0.00	\$81.28
	12/01/2021	\$54.83	\$12.00	\$15.60	\$0.00	\$82.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1.

DEMO: ADZEMAN LABORERS - ZONE 2	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	06/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
	12/01/2019	\$41.30	\$7.85	\$15.85	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	06/01/2019	\$40.05	\$7.85	\$15.85	\$0.00	\$63.75
	12/01/2019	\$41.05	\$7.85	\$15.85	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	06/01/2019	\$39.30	\$7.85	\$15.85	\$0.00	\$63.00
	12/01/2019	\$40.30	\$7.85	\$15.85	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN ELECTRICIANS LOCAL 223	09/01/2019	\$42.26	\$10.15	\$13.54	\$0.00	\$65.95
	03/01/2020	\$42.87	\$10.40	\$13.94	\$0.00	\$67.21

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 223*

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.90	\$10.15	\$0.51	\$0.00	\$27.56
2	42	\$17.75	\$10.15	\$0.53	\$0.00	\$28.43
3	45	\$19.02	\$10.15	\$0.57	\$0.00	\$29.74
4	48	\$20.28	\$10.15	\$4.93	\$0.00	\$35.36
5	50	\$21.13	\$10.15	\$4.97	\$0.00	\$36.25
6	55	\$23.24	\$10.15	\$5.33	\$0.00	\$38.72
7	60	\$25.36	\$10.15	\$5.64	\$0.00	\$41.15
8	65	\$27.47	\$10.15	\$5.94	\$0.00	\$43.56
9	70	\$29.58	\$10.15	\$6.25	\$0.00	\$45.98
10	75	\$31.70	\$10.15	\$6.50	\$0.00	\$48.35

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.15	\$10.40	\$0.51	\$0.00	\$28.06
2	42	\$18.01	\$10.40	\$0.54	\$0.00	\$28.95
3	45	\$19.29	\$10.40	\$0.58	\$0.00	\$30.27
4	48	\$20.58	\$10.40	\$5.22	\$0.00	\$36.20
5	50	\$21.44	\$10.40	\$5.26	\$0.00	\$37.10
6	55	\$23.58	\$10.40	\$5.63	\$0.00	\$39.61
7	60	\$25.72	\$10.40	\$5.93	\$0.00	\$42.05
8	65	\$27.87	\$10.40	\$6.25	\$0.00	\$44.52
9	70	\$30.01	\$10.40	\$6.54	\$0.00	\$46.95
10	75	\$32.15	\$10.40	\$6.79	\$0.00	\$49.34

Notes:

Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2019	\$59.47	\$15.58	\$17.51	\$0.00	\$92.56
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2020	\$61.42	\$15.73	\$18.41	\$0.00	\$95.56
	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.74	\$15.58	\$0.00	\$0.00	\$45.32
2	55	\$32.71	\$15.58	\$17.51	\$0.00	\$65.80
3	65	\$38.66	\$15.58	\$17.51	\$0.00	\$71.75
4	70	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
5	80	\$47.58	\$15.58	\$17.51	\$0.00	\$80.67

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.71	\$15.73	\$0.00	\$0.00	\$46.44
2	55	\$33.78	\$15.73	\$18.41	\$0.00	\$67.92
3	65	\$39.92	\$15.73	\$18.41	\$0.00	\$74.06
4	70	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
5	80	\$49.14	\$15.73	\$18.41	\$0.00	\$83.28

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2019	\$41.63	\$15.58	\$17.51	\$0.00	\$74.72
	01/01/2020	\$42.99	\$15.73	\$18.41	\$0.00	\$77.13
	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2019	\$43.68	\$11.50	\$15.60	\$0.00	\$70.78
	11/01/2019	\$44.68	\$11.50	\$15.60	\$0.00	\$71.78
	05/01/2020	\$45.83	\$11.50	\$15.60	\$0.00	\$72.93
	11/01/2020	\$46.83	\$11.50	\$15.60	\$0.00	\$73.93
	05/01/2021	\$47.98	\$11.50	\$15.60	\$0.00	\$75.08
	11/01/2021	\$48.98	\$11.50	\$15.60	\$0.00	\$76.08
	05/01/2022	\$50.13	\$11.50	\$15.60	\$0.00	\$77.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$45.17	\$11.50	\$15.60	\$0.00	\$72.27
	11/01/2019	\$46.18	\$11.50	\$15.60	\$0.00	\$73.28
	05/01/2020	\$47.33	\$11.50	\$15.60	\$0.00	\$74.43
	11/01/2020	\$48.34	\$11.50	\$15.60	\$0.00	\$75.44
	05/01/2021	\$49.50	\$11.50	\$15.60	\$0.00	\$76.60
	11/01/2021	\$50.51	\$11.50	\$15.60	\$0.00	\$77.61
	05/01/2022	\$51.67	\$11.50	\$15.60	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2019	\$22.48	\$11.50	\$15.60	\$0.00	\$49.58
	11/01/2019	\$23.07	\$11.50	\$15.60	\$0.00	\$50.17
	05/01/2020	\$23.74	\$11.50	\$15.60	\$0.00	\$50.84
	11/01/2020	\$24.33	\$11.50	\$15.60	\$0.00	\$51.43
	05/01/2021	\$25.01	\$11.50	\$15.60	\$0.00	\$52.11
	11/01/2021	\$25.61	\$11.50	\$15.60	\$0.00	\$52.71
	05/01/2022	\$26.28	\$11.50	\$15.60	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2019	\$42.26	\$10.15	\$13.54	\$0.00	\$65.95
	03/01/2020	\$42.87	\$10.40	\$13.94	\$0.00	\$67.21
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 223</i> <i>/ COMMISSIONING ELECTRICIANS</i>	09/01/2019	\$35.78	\$10.15	\$11.45	\$0.00	\$57.38
	03/01/2020	\$36.27	\$10.40	\$11.78	\$0.00	\$58.45
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
IREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$39.54	\$12.00	\$15.60	\$0.00	\$67.14
	12/01/2019	\$40.49	\$12.00	\$15.60	\$0.00	\$68.09
	06/01/2020	\$41.40	\$12.00	\$15.60	\$0.00	\$69.00
	12/01/2020	\$42.35	\$12.00	\$15.60	\$0.00	\$69.95
	06/01/2021	\$43.26	\$12.00	\$15.60	\$0.00	\$70.86
	12/01/2021	\$44.21	\$12.00	\$15.60	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	06/01/2019	\$22.50	\$7.85	\$14.88	\$0.00	\$45.23
	12/01/2019	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	06/01/2020	\$23.50	\$7.85	\$14.88	\$0.00	\$46.23
	12/01/2020	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	06/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
	12/01/2021	\$24.50	\$7.85	\$14.88	\$0.00	\$47.23
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	09/01/2019	\$43.94	\$9.40	\$19.25	\$0.00	\$72.59
	03/01/2020	\$44.74	\$9.40	\$19.25	\$0.00	\$73.39
	09/01/2020	\$45.54	\$9.40	\$19.25	\$0.00	\$74.19
	03/01/2021	\$46.34	\$9.40	\$19.25	\$0.00	\$74.99
	09/01/2021	\$47.14	\$9.40	\$19.25	\$0.00	\$75.79
	03/01/2022	\$47.94	\$9.40	\$19.25	\$0.00	\$76.59

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.97	\$9.40	\$1.79	\$0.00	\$33.16
2	55	\$24.17	\$9.40	\$1.79	\$0.00	\$35.36
3	60	\$26.36	\$9.40	\$13.88	\$0.00	\$49.64
4	65	\$28.56	\$9.40	\$13.88	\$0.00	\$51.84
5	70	\$30.76	\$9.40	\$15.67	\$0.00	\$55.83
6	75	\$32.96	\$9.40	\$15.67	\$0.00	\$58.03
7	80	\$35.15	\$9.40	\$17.46	\$0.00	\$62.01
8	85	\$37.35	\$9.40	\$17.46	\$0.00	\$64.21

Effective Date - 03/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.37	\$9.40	\$1.79	\$0.00	\$33.56
2	55	\$24.61	\$9.40	\$1.79	\$0.00	\$35.80
3	60	\$26.84	\$9.40	\$13.88	\$0.00	\$50.12
4	65	\$29.08	\$9.40	\$13.88	\$0.00	\$52.36
5	70	\$31.32	\$9.40	\$15.67	\$0.00	\$56.39
6	75	\$33.56	\$9.40	\$15.67	\$0.00	\$58.63
7	80	\$35.79	\$9.40	\$17.46	\$0.00	\$62.65
8	85	\$38.03	\$9.40	\$17.46	\$0.00	\$64.89

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$30.96/ 3&4 \$37.09/ 5&6 \$55.83/ 7&8 \$62.01

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2019	\$38.18	\$10.60	\$9.90	\$0.00	\$58.68
	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.09	\$10.60	\$1.80	\$0.00	\$31.49
2	56	\$21.48	\$10.60	\$1.80	\$0.00	\$33.88
3	63	\$23.86	\$10.60	\$2.40	\$0.00	\$36.86
4	69	\$26.25	\$10.60	\$2.40	\$0.00	\$39.25
5	75	\$28.64	\$10.60	\$2.90	\$0.00	\$42.14
6	81	\$31.02	\$10.60	\$2.90	\$0.00	\$44.52
7	88	\$33.41	\$10.60	\$9.90	\$0.00	\$53.91
8	94	\$35.79	\$10.60	\$9.90	\$0.00	\$56.29

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
OPERATING ENGINEERS LOCAL 4	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.50	\$12.00	\$0.00	\$0.00	\$38.50
2	60	\$28.91	\$12.00	\$15.60	\$0.00	\$56.51
3	65	\$31.32	\$12.00	\$15.60	\$0.00	\$58.92
4	70	\$33.73	\$12.00	\$15.60	\$0.00	\$61.33
5	75	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
6	80	\$38.54	\$12.00	\$15.60	\$0.00	\$66.14
7	85	\$40.95	\$12.00	\$15.60	\$0.00	\$68.55
8	90	\$43.36	\$12.00	\$15.60	\$0.00	\$70.96

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.13	\$12.00	\$0.00	\$0.00	\$39.13
2	60	\$29.60	\$12.00	\$15.60	\$0.00	\$57.20
3	65	\$32.06	\$12.00	\$15.60	\$0.00	\$59.66
4	70	\$34.53	\$12.00	\$15.60	\$0.00	\$62.13
5	75	\$37.00	\$12.00	\$15.60	\$0.00	\$64.60
6	80	\$39.46	\$12.00	\$15.60	\$0.00	\$67.06
7	85	\$41.93	\$12.00	\$15.60	\$0.00	\$69.53
8	90	\$44.40	\$12.00	\$15.60	\$0.00	\$72.00

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2019	\$34.71	\$13.20	\$16.55	\$1.93	\$66.39
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2019	\$42.26	\$10.15	\$13.54	\$0.00	\$65.95
	03/01/2020	\$42.87	\$10.40	\$13.94	\$0.00	\$67.21

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - B	04/01/2019	\$34.71	\$13.20	\$16.55	\$1.93	\$66.39
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS LABORERS - ZONE 2	06/01/2019	\$34.70	\$7.85	\$14.88	\$0.00	\$57.43
	12/01/2019	\$35.56	\$7.85	\$14.88	\$0.00	\$58.29
	06/01/2020	\$36.45	\$7.85	\$14.88	\$0.00	\$59.18
	12/01/2020	\$37.34	\$7.85	\$14.88	\$0.00	\$60.07
	06/01/2021	\$38.26	\$7.85	\$14.88	\$0.00	\$60.99
	12/01/2021	\$39.17	\$7.85	\$14.88	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2019	\$48.44	\$12.80	\$16.40	\$0.00	\$77.64

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston.

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.22	\$12.80	\$11.90	\$0.00	\$48.92
2	60	\$29.06	\$12.80	\$12.80	\$0.00	\$54.66
3	70	\$33.91	\$12.80	\$13.70	\$0.00	\$60.41
4	80	\$38.75	\$12.80	\$14.60	\$0.00	\$66.15

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 37	09/16/2019	\$39.71	\$7.70	\$17.10	\$0.00	\$64.51
	03/16/2020	\$40.61	\$7.70	\$17.10	\$0.00	\$65.41
	09/16/2020	\$41.51	\$7.70	\$17.10	\$0.00	\$66.31
	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 37

Effective Date - 09/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$27.80	\$7.70	\$17.10	\$0.00	\$52.60
2	75	\$29.78	\$7.70	\$17.10	\$0.00	\$54.58
3	80	\$31.77	\$7.70	\$17.10	\$0.00	\$56.57
4	85	\$33.75	\$7.70	\$17.10	\$0.00	\$58.55
5	90	\$35.74	\$7.70	\$17.10	\$0.00	\$60.54
6	95	\$37.72	\$7.70	\$17.10	\$0.00	\$62.52

Effective Date - 03/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$28.43	\$7.70	\$17.10	\$0.00	\$53.23
2	75	\$30.46	\$7.70	\$17.10	\$0.00	\$55.26
3	80	\$32.49	\$7.70	\$17.10	\$0.00	\$57.29
4	85	\$34.52	\$7.70	\$17.10	\$0.00	\$59.32
5	90	\$36.55	\$7.70	\$17.10	\$0.00	\$61.35
6	95	\$38.58	\$7.70	\$17.10	\$0.00	\$63.38

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$7.85	\$14.88	\$0.00	\$43.10
2	70	\$23.77	\$7.85	\$14.88	\$0.00	\$46.50
3	80	\$27.16	\$7.85	\$14.88	\$0.00	\$49.89
4	90	\$30.56	\$7.85	\$14.88	\$0.00	\$53.29

Effective Date - 12/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.89	\$7.85	\$14.88	\$0.00	\$43.62
2	70	\$24.37	\$7.85	\$14.88	\$0.00	\$47.10
3	80	\$27.85	\$7.85	\$14.88	\$0.00	\$50.58
4	90	\$31.33	\$7.85	\$14.88	\$0.00	\$54.06

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	06/01/2019	\$34.15	\$7.85	\$14.83	\$0.00	\$56.83
	12/01/2019	\$35.01	\$7.85	\$14.83	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

LABORER: MASON TENDER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2019	\$41.49	\$10.75	\$19.61	\$0.00	\$71.85
	02/01/2020	\$42.00	\$10.75	\$19.61	\$0.00	\$72.36
	08/01/2020	\$43.08	\$10.75	\$19.76	\$0.00	\$73.59
	02/01/2021	\$43.59	\$10.75	\$19.76	\$0.00	\$74.10
	08/01/2021	\$44.71	\$10.75	\$19.92	\$0.00	\$75.38
	02/01/2022	\$45.18	\$10.75	\$19.92	\$0.00	\$75.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.75	\$10.75	\$19.61	\$0.00	\$51.11
2	60	\$24.89	\$10.75	\$19.61	\$0.00	\$55.25
3	70	\$29.04	\$10.75	\$19.61	\$0.00	\$59.40
4	80	\$33.19	\$10.75	\$19.61	\$0.00	\$63.55
5	90	\$37.34	\$10.75	\$19.61	\$0.00	\$67.70

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.00	\$10.75	\$19.61	\$0.00	\$51.36
2	60	\$25.20	\$10.75	\$19.61	\$0.00	\$55.56
3	70	\$29.40	\$10.75	\$19.61	\$0.00	\$59.76
4	80	\$33.60	\$10.75	\$19.61	\$0.00	\$63.96
5	90	\$37.80	\$10.75	\$19.61	\$0.00	\$68.16

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH
BRICKLAYERS LOCAL 3 - MARBLE & TILE

08/01/2019	\$54.42	\$10.75	\$21.30	\$0.00	\$86.47
02/01/2020	\$55.05	\$10.75	\$21.30	\$0.00	\$87.10
08/01/2020	\$56.40	\$10.75	\$21.45	\$0.00	\$88.60
02/01/2021	\$57.04	\$10.75	\$21.45	\$0.00	\$89.24
08/01/2021	\$58.44	\$10.75	\$21.61	\$0.00	\$90.80
02/01/2022	\$59.01	\$10.75	\$21.61	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.21	\$10.75	\$21.30	\$0.00	\$59.26
2	60	\$32.65	\$10.75	\$21.30	\$0.00	\$64.70
3	70	\$38.09	\$10.75	\$21.30	\$0.00	\$70.14
4	80	\$43.54	\$10.75	\$21.30	\$0.00	\$75.59
5	90	\$48.98	\$10.75	\$21.30	\$0.00	\$81.03

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.53	\$10.75	\$21.30	\$0.00	\$59.58
2	60	\$33.03	\$10.75	\$21.30	\$0.00	\$65.08
3	70	\$38.54	\$10.75	\$21.30	\$0.00	\$70.59
4	80	\$44.04	\$10.75	\$21.30	\$0.00	\$76.09
5	90	\$49.55	\$10.75	\$21.30	\$0.00	\$81.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

*For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 2*

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.38	\$9.90	\$5.31	\$0.00	\$36.59
2	65	\$25.27	\$9.90	\$15.13	\$0.00	\$50.30
3	75	\$29.15	\$9.90	\$16.10	\$0.00	\$55.15
4	85	\$33.04	\$9.90	\$17.06	\$0.00	\$60.00

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$23.11	\$12.00	\$15.60	\$0.00	\$50.71
	12/01/2019	\$23.68	\$12.00	\$15.60	\$0.00	\$51.28
	06/01/2020	\$24.23	\$12.00	\$15.60	\$0.00	\$51.83
	12/01/2020	\$24.80	\$12.00	\$15.60	\$0.00	\$52.40
	06/01/2021	\$25.35	\$12.00	\$15.60	\$0.00	\$52.95
	12/01/2021	\$25.93	\$12.00	\$15.60	\$0.00	\$53.53

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	06/01/2019	\$27.57	\$12.00	\$15.60	\$0.00	\$55.17
	12/01/2019	\$28.24	\$12.00	\$15.60	\$0.00	\$55.84
	06/01/2020	\$28.89	\$12.00	\$15.60	\$0.00	\$56.49
	12/01/2020	\$29.57	\$12.00	\$15.60	\$0.00	\$57.17
	06/01/2021	\$30.21	\$12.00	\$15.60	\$0.00	\$57.81
	12/01/2021	\$30.89	\$12.00	\$15.60	\$0.00	\$58.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	07/01/2019	\$50.66	\$8.20	\$21.45	\$0.00	\$80.31
	01/01/2020	\$50.96	\$8.20	\$22.10	\$0.00	\$81.26
	07/01/2020	\$52.06	\$8.20	\$22.10	\$0.00	\$82.36
	01/01/2021	\$53.16	\$8.20	\$22.10	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.33	\$8.20	\$0.00	\$0.00	\$33.53
2	55	\$27.86	\$8.20	\$5.78	\$0.00	\$41.84
3	60	\$30.40	\$8.20	\$6.30	\$0.00	\$44.90
4	65	\$32.93	\$8.20	\$6.83	\$0.00	\$47.96
5	70	\$35.46	\$8.20	\$18.30	\$0.00	\$61.96
6	75	\$38.00	\$8.20	\$18.83	\$0.00	\$65.03
7	80	\$40.53	\$8.20	\$19.35	\$0.00	\$68.08
8	90	\$45.59	\$8.20	\$20.40	\$0.00	\$74.19

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.48	\$8.20	\$0.00	\$0.00	\$33.68
2	55	\$28.03	\$8.20	\$5.94	\$0.00	\$42.17
3	60	\$30.58	\$8.20	\$6.48	\$0.00	\$45.26
4	65	\$33.12	\$8.20	\$7.02	\$0.00	\$48.34
5	70	\$35.67	\$8.20	\$18.51	\$0.00	\$62.38
6	75	\$38.22	\$8.20	\$19.05	\$0.00	\$65.47
7	80	\$40.77	\$8.20	\$19.59	\$0.00	\$68.56
8	90	\$45.86	\$8.20	\$20.67	\$0.00	\$74.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SIGN, PICTORIAL & DISPLAY) PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.20	\$0.00	\$0.00	\$28.98
2	55	\$22.86	\$8.20	\$5.78	\$0.00	\$36.84
3	60	\$24.94	\$8.20	\$6.30	\$0.00	\$39.44
4	65	\$27.01	\$8.20	\$6.83	\$0.00	\$42.04
5	70	\$29.09	\$8.20	\$18.30	\$0.00	\$55.59
6	75	\$31.17	\$8.20	\$18.83	\$0.00	\$58.20
7	80	\$33.25	\$8.20	\$19.35	\$0.00	\$60.80
8	90	\$37.40	\$8.20	\$20.40	\$0.00	\$66.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.93	\$8.20	\$0.00	\$0.00	\$29.13
2	55	\$23.02	\$8.20	\$5.94	\$0.00	\$37.16
3	60	\$25.12	\$8.20	\$6.48	\$0.00	\$39.80
4	65	\$27.21	\$8.20	\$7.02	\$0.00	\$42.43
5	70	\$29.30	\$8.20	\$18.51	\$0.00	\$56.01
6	75	\$31.40	\$8.20	\$19.05	\$0.00	\$58.65
7	80	\$33.49	\$8.20	\$19.59	\$0.00	\$61.28
8	90	\$37.67	\$8.20	\$20.67	\$0.00	\$66.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2019	\$39.62	\$8.20	\$21.45	\$0.00	\$69.27
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$39.92	\$8.20	\$22.10	\$0.00	\$70.22
	07/01/2020	\$41.02	\$8.20	\$22.10	\$0.00	\$71.32
	01/01/2021	\$42.12	\$8.20	\$22.10	\$0.00	\$72.42

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.20	\$0.00	\$0.00	\$28.01
2	55	\$21.79	\$8.20	\$5.78	\$0.00	\$35.77
3	60	\$23.77	\$8.20	\$6.30	\$0.00	\$38.27
4	65	\$25.75	\$8.20	\$6.83	\$0.00	\$40.78
5	70	\$27.73	\$8.20	\$18.30	\$0.00	\$54.23
6	75	\$29.72	\$8.20	\$18.83	\$0.00	\$56.75
7	80	\$31.70	\$8.20	\$19.35	\$0.00	\$59.25
8	90	\$35.66	\$8.20	\$20.40	\$0.00	\$64.26

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.96	\$8.20	\$0.00	\$0.00	\$28.16
2	55	\$21.96	\$8.20	\$5.94	\$0.00	\$36.10
3	60	\$23.95	\$8.20	\$6.48	\$0.00	\$38.63
4	65	\$25.95	\$8.20	\$7.02	\$0.00	\$41.17
5	70	\$27.94	\$8.20	\$18.51	\$0.00	\$54.65
6	75	\$29.94	\$8.20	\$19.05	\$0.00	\$57.19
7	80	\$31.94	\$8.20	\$19.59	\$0.00	\$59.73
8	90	\$35.93	\$8.20	\$20.67	\$0.00	\$64.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2019	\$33.95	\$7.85	\$14.88	\$0.00	\$56.68
LABORERS - ZONE 2	12/01/2019	\$34.81	\$7.85	\$14.88	\$0.00	\$57.54
	06/01/2020	\$35.70	\$7.85	\$14.88	\$0.00	\$58.43
	12/01/2020	\$36.59	\$7.85	\$14.88	\$0.00	\$59.32
	06/01/2021	\$37.51	\$7.85	\$14.88	\$0.00	\$60.24
	12/01/2021	\$38.42	\$7.85	\$14.88	\$0.00	\$61.15

For Apprentice rates see "Apprentice-LABORER"

PAINTER / TAPER (BRUSH, NEW) *	07/01/2019	\$40.16	\$8.20	\$21.45	\$0.00	\$69.81
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$40.46	\$8.20	\$22.10	\$0.00	\$70.76
	07/01/2020	\$41.56	\$8.20	\$22.10	\$0.00	\$71.86
	01/01/2021	\$42.66	\$8.20	\$22.10	\$0.00	\$72.96

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.08	\$8.20	\$0.00	\$0.00	\$28.28
2	55	\$22.09	\$8.20	\$5.78	\$0.00	\$36.07
3	60	\$24.10	\$8.20	\$6.30	\$0.00	\$38.60
4	65	\$26.10	\$8.20	\$6.83	\$0.00	\$41.13
5	70	\$28.11	\$8.20	\$18.30	\$0.00	\$54.61
6	75	\$30.12	\$8.20	\$18.83	\$0.00	\$57.15
7	80	\$32.13	\$8.20	\$19.35	\$0.00	\$59.68
8	90	\$36.14	\$8.20	\$20.40	\$0.00	\$64.74

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.23	\$8.20	\$0.00	\$0.00	\$28.43
2	55	\$22.25	\$8.20	\$5.94	\$0.00	\$36.39
3	60	\$24.28	\$8.20	\$6.48	\$0.00	\$38.96
4	65	\$26.30	\$8.20	\$7.02	\$0.00	\$41.52
5	70	\$28.32	\$8.20	\$18.51	\$0.00	\$55.03
6	75	\$30.35	\$8.20	\$19.05	\$0.00	\$57.60
7	80	\$32.37	\$8.20	\$19.59	\$0.00	\$60.16
8	90	\$36.41	\$8.20	\$20.67	\$0.00	\$65.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2019	\$38.22	\$8.20	\$21.45	\$0.00	\$67.87
PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$38.52	\$8.20	\$22.10	\$0.00	\$68.82
	07/01/2020	\$39.62	\$8.20	\$22.10	\$0.00	\$69.92
	01/01/2021	\$40.72	\$8.20	\$22.10	\$0.00	\$71.02

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER SIGN - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2019	\$41.56	\$8.20	\$21.45	\$0.00	\$71.21
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2020	\$41.86	\$8.20	\$22.10	\$0.00	\$72.16
	07/01/2020	\$42.96	\$8.20	\$22.10	\$0.00	\$73.26
	01/01/2021	\$44.06	\$8.20	\$22.10	\$0.00	\$74.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.11	\$8.20	\$0.00	\$0.00	\$27.31
2	55	\$21.02	\$8.20	\$5.78	\$0.00	\$35.00
3	60	\$22.93	\$8.20	\$6.30	\$0.00	\$37.43
4	65	\$24.84	\$8.20	\$6.83	\$0.00	\$39.87
5	70	\$26.75	\$8.20	\$18.30	\$0.00	\$53.25
6	75	\$28.67	\$8.20	\$18.83	\$0.00	\$55.70
7	80	\$30.58	\$8.20	\$19.35	\$0.00	\$58.13
8	90	\$34.40	\$8.20	\$20.40	\$0.00	\$63.00

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.26	\$8.20	\$0.00	\$0.00	\$27.46
2	55	\$21.19	\$8.20	\$5.94	\$0.00	\$35.33
3	60	\$23.11	\$8.20	\$6.48	\$0.00	\$37.79
4	65	\$25.04	\$8.20	\$7.02	\$0.00	\$40.26
5	70	\$26.96	\$8.20	\$18.51	\$0.00	\$53.67
6	75	\$28.89	\$8.20	\$19.05	\$0.00	\$56.14
7	80	\$30.82	\$8.20	\$19.59	\$0.00	\$58.61
8	90	\$34.67	\$8.20	\$20.67	\$0.00	\$63.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.08	\$12.41	\$12.70	\$0.00	\$59.19
	12/01/2019	\$34.08	\$12.41	\$13.72	\$0.00	\$60.21
	06/01/2020	\$34.98	\$12.41	\$13.72	\$0.00	\$61.11
	08/01/2020	\$34.98	\$12.91	\$13.72	\$0.00	\$61.61
	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2) For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2019	\$44.61	\$9.90	\$21.15	\$0.00	\$75.66
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2019	\$44.61	\$9.90	\$21.15	\$0.00	\$75.66

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1\$54.34/2\$58.99/3\$63.65/4\$65.98/5\$68.31/6\$68.31/7\$72.96/8\$72.96

Apprentice to Journeyworker Ratio:1:5

PIPELAYER LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
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Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.82	\$10.00	\$2.50	\$0.00	\$29.32
2	50	\$21.02	\$10.00	\$2.50	\$0.00	\$33.52
3	60	\$25.22	\$10.00	\$7.85	\$0.00	\$43.07
4	70	\$29.43	\$10.00	\$12.56	\$0.00	\$51.99
5	80	\$33.63	\$10.00	\$15.70	\$0.00	\$59.33

Notes:
Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.95	\$7.85	\$14.88	\$0.00	\$57.68
	12/01/2019	\$35.81	\$7.85	\$14.88	\$0.00	\$58.54
	06/01/2020	\$36.70	\$7.85	\$14.88	\$0.00	\$59.43
	12/01/2020	\$37.59	\$7.85	\$14.88	\$0.00	\$60.32
	06/01/2021	\$38.51	\$7.85	\$14.88	\$0.00	\$61.24
	12/01/2021	\$39.42	\$7.85	\$14.88	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$32.28	\$12.00	\$15.60	\$0.00	\$59.88
	12/01/2019	\$33.07	\$12.00	\$15.60	\$0.00	\$60.67
	06/01/2020	\$33.82	\$12.00	\$15.60	\$0.00	\$61.42
	12/01/2020	\$34.60	\$12.00	\$15.60	\$0.00	\$62.20
	06/01/2021	\$35.35	\$12.00	\$15.60	\$0.00	\$62.95
	12/01/2021	\$36.14	\$12.00	\$15.60	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 59 - Morse S&G (Lakeville)</i>	06/01/2018	\$21.55	\$8.15	\$9.06	\$0.00	\$38.76
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) ROOFERS LOCAL 33	08/01/2019	\$44.64	\$11.50	\$15.90	\$0.00	\$72.04
	02/01/2020	\$45.92	\$11.50	\$15.90	\$0.00	\$73.32
	08/01/2020	\$47.35	\$11.50	\$15.90	\$0.00	\$74.75
	02/01/2021	\$48.78	\$11.50	\$15.90	\$0.00	\$76.18
	08/01/2021	\$50.21	\$11.50	\$15.90	\$0.00	\$77.61
	02/01/2022	\$51.64	\$11.50	\$15.90	\$0.00	\$79.04

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.32	\$11.50	\$3.69	\$0.00	\$37.51
2	60	\$26.78	\$11.50	\$15.90	\$0.00	\$54.18
3	65	\$29.02	\$11.50	\$15.90	\$0.00	\$56.42
4	75	\$33.48	\$11.50	\$15.90	\$0.00	\$60.88
5	85	\$37.94	\$11.50	\$15.90	\$0.00	\$65.34

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.96	\$11.50	\$3.69	\$0.00	\$38.15
2	60	\$27.55	\$11.50	\$15.90	\$0.00	\$54.95
3	65	\$29.85	\$11.50	\$15.90	\$0.00	\$57.25
4	75	\$34.44	\$11.50	\$15.90	\$0.00	\$61.84
5	85	\$39.03	\$11.50	\$15.90	\$0.00	\$66.43

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2019	\$44.89	\$11.50	\$15.90	\$0.00	\$72.29
	02/01/2020	\$46.17	\$11.50	\$15.90	\$0.00	\$73.57
	08/01/2020	\$47.60	\$11.50	\$15.90	\$0.00	\$75.00
	02/01/2021	\$49.03	\$11.50	\$15.90	\$0.00	\$76.43
	08/01/2021	\$50.46	\$11.50	\$15.90	\$0.00	\$77.86
	02/01/2022	\$51.89	\$11.50	\$15.90	\$0.00	\$79.29

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - B	04/01/2019	\$34.71	\$13.20	\$16.55	\$1.93	\$66.39
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-B

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.88	\$13.20	\$4.02	\$0.95	\$32.05
2	45	\$15.62	\$13.20	\$4.52	\$1.02	\$34.36
3	50	\$17.36	\$13.20	\$10.48	\$1.26	\$42.30
4	55	\$19.09	\$13.20	\$10.48	\$1.31	\$44.08
5	60	\$20.83	\$13.20	\$13.52	\$1.43	\$48.98
6	65	\$22.56	\$13.20	\$13.78	\$1.49	\$51.03
7	70	\$24.30	\$13.20	\$14.03	\$1.55	\$53.08
8	75	\$26.03	\$13.20	\$14.28	\$1.61	\$55.12
9	80	\$27.77	\$13.20	\$14.54	\$1.67	\$57.18
10	85	\$29.50	\$13.20	\$14.79	\$1.72	\$59.21

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.83	\$12.41	\$12.70	\$0.00	\$59.94
	12/01/2019	\$34.83	\$12.41	\$13.72	\$0.00	\$60.96
	06/01/2020	\$35.73	\$12.41	\$13.72	\$0.00	\$61.86
	08/01/2020	\$35.73	\$12.91	\$13.72	\$0.00	\$62.36
	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2	03/01/2019	\$53.08	\$9.47	\$19.60	\$0.00	\$82.15
	10/01/2019	\$54.43	\$9.47	\$19.60	\$0.00	\$83.50
	03/01/2020	\$55.78	\$9.47	\$19.60	\$0.00	\$84.85
	10/01/2020	\$57.13	\$9.47	\$19.60	\$0.00	\$86.20
	03/01/2021	\$58.48	\$9.47	\$19.60	\$0.00	\$87.55

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *SPRINKLER FITTER - Local 550 (Section B) Zone 2*

Effective Date - 03/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.58	\$9.47	\$9.10	\$0.00	\$37.15
2	40	\$21.23	\$9.47	\$9.10	\$0.00	\$39.80
3	45	\$23.89	\$9.47	\$9.10	\$0.00	\$42.46
4	50	\$26.54	\$9.47	\$9.10	\$0.00	\$45.11
5	55	\$29.19	\$9.47	\$9.10	\$0.00	\$47.76
6	60	\$31.85	\$9.47	\$10.60	\$0.00	\$51.92
7	65	\$34.50	\$9.47	\$10.60	\$0.00	\$54.57
8	70	\$37.16	\$9.47	\$10.60	\$0.00	\$57.23
9	75	\$39.81	\$9.47	\$10.60	\$0.00	\$59.88
10	80	\$42.46	\$9.47	\$10.60	\$0.00	\$62.53

Effective Date - 10/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.05	\$9.47	\$9.10	\$0.00	\$37.62
2	40	\$21.77	\$9.47	\$9.10	\$0.00	\$40.34
3	45	\$24.49	\$9.47	\$9.10	\$0.00	\$43.06
4	50	\$27.22	\$9.47	\$9.10	\$0.00	\$45.79
5	55	\$29.94	\$9.47	\$9.10	\$0.00	\$48.51
6	60	\$32.66	\$9.47	\$10.60	\$0.00	\$52.73
7	65	\$35.38	\$9.47	\$10.60	\$0.00	\$55.45
8	70	\$38.10	\$9.47	\$10.60	\$0.00	\$58.17
9	75	\$40.82	\$9.47	\$10.60	\$0.00	\$60.89
10	80	\$43.54	\$9.47	\$10.60	\$0.00	\$63.61

Notes: Apprentice entered prior 9/30/10:
 40/45/50/55/60/65/70/75/80/85
 Steps are 850 hours
 Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
<i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 223	09/01/2019	\$35.78	\$10.15	\$11.45	\$0.00	\$57.38
	03/01/2020	\$36.27	\$10.40	\$11.78	\$0.00	\$58.45

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2019	\$53.34	\$10.75	\$21.30	\$0.00	\$85.39
	02/01/2020	\$53.98	\$10.75	\$21.30	\$0.00	\$86.03
	08/01/2020	\$55.33	\$10.75	\$21.45	\$0.00	\$87.53
	02/01/2021	\$55.97	\$10.75	\$21.45	\$0.00	\$88.17
	08/01/2021	\$57.37	\$10.75	\$21.61	\$0.00	\$89.73
	02/01/2022	\$57.96	\$10.75	\$21.61	\$0.00	\$90.32

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.67	\$10.75	\$21.30	\$0.00	\$58.72
2	60	\$32.00	\$10.75	\$21.30	\$0.00	\$64.05
3	70	\$37.34	\$10.75	\$21.30	\$0.00	\$69.39
4	80	\$42.67	\$10.75	\$21.30	\$0.00	\$74.72
5	90	\$48.01	\$10.75	\$21.30	\$0.00	\$80.06

Effective Date - 02/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.99	\$10.75	\$21.30	\$0.00	\$59.04
2	60	\$32.39	\$10.75	\$21.30	\$0.00	\$64.44
3	70	\$37.79	\$10.75	\$21.30	\$0.00	\$69.84
4	80	\$43.18	\$10.75	\$21.30	\$0.00	\$75.23
5	90	\$48.58	\$10.75	\$21.30	\$0.00	\$80.63

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$40.50	\$7.85	\$16.05	\$0.00	\$64.40
	12/01/2019	\$41.50	\$7.85	\$16.05	\$0.00	\$65.40
	06/01/2020	\$42.49	\$7.85	\$16.05	\$0.00	\$66.39
	12/01/2020	\$43.47	\$7.85	\$16.05	\$0.00	\$67.37
	06/01/2021	\$44.49	\$7.85	\$16.05	\$0.00	\$68.39
	12/01/2021	\$45.50	\$7.85	\$16.05	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.22	\$7.85	\$16.05	\$0.00	\$63.12
	12/01/2019	\$40.22	\$7.85	\$16.05	\$0.00	\$64.12
	06/01/2020	\$41.21	\$7.85	\$16.05	\$0.00	\$65.11
	12/01/2020	\$42.19	\$7.85	\$16.05	\$0.00	\$66.09
	06/01/2021	\$43.21	\$7.85	\$16.05	\$0.00	\$67.11
	12/01/2021	\$44.22	\$7.85	\$16.05	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2019	\$39.10	\$7.85	\$16.05	\$0.00	\$63.00
	12/01/2019	\$40.10	\$7.85	\$16.05	\$0.00	\$64.00
	06/01/2020	\$41.09	\$7.85	\$16.05	\$0.00	\$64.99
	12/01/2020	\$42.07	\$7.85	\$16.05	\$0.00	\$65.97
	06/01/2021	\$43.09	\$7.85	\$16.05	\$0.00	\$66.99
	12/01/2021	\$44.10	\$7.85	\$16.05	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2019	\$47.69	\$12.00	\$15.60	\$0.00	\$75.29
	12/01/2019	\$48.83	\$12.00	\$15.60	\$0.00	\$76.43
	06/01/2020	\$49.91	\$12.00	\$15.60	\$0.00	\$77.51
	12/01/2020	\$51.05	\$12.00	\$15.60	\$0.00	\$78.65
	06/01/2021	\$52.14	\$12.00	\$15.60	\$0.00	\$79.74
	12/01/2021	\$53.28	\$12.00	\$15.60	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	08/01/2019	\$35.12	\$12.41	\$12.70	\$0.00	\$60.23
	12/01/2019	\$35.12	\$12.41	\$13.72	\$0.00	\$61.25
	06/01/2020	\$36.02	\$12.41	\$13.72	\$0.00	\$62.15
	08/01/2020	\$36.02	\$12.91	\$13.72	\$0.00	\$62.65
	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2019	\$51.38	\$7.85	\$16.45	\$0.00	\$75.68
	12/01/2019	\$52.38	\$7.85	\$16.45	\$0.00	\$76.68
	06/01/2020	\$53.37	\$7.85	\$16.45	\$0.00	\$77.67
	12/01/2020	\$54.35	\$7.85	\$16.45	\$0.00	\$78.65
	06/01/2021	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2021	\$56.38	\$7.85	\$16.45	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	06/01/2019	\$53.38	\$7.85	\$16.45	\$0.00	\$77.68
	12/01/2019	\$54.38	\$7.85	\$16.45	\$0.00	\$78.68
	06/01/2020	\$55.37	\$7.85	\$16.45	\$0.00	\$79.67
	12/01/2020	\$56.35	\$7.85	\$16.45	\$0.00	\$80.65
	06/01/2021	\$57.37	\$7.85	\$16.45	\$0.00	\$81.67
	12/01/2021	\$58.38	\$7.85	\$16.45	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	06/01/2019	\$43.45	\$7.85	\$16.45	\$0.00	\$67.75
	12/01/2019	\$44.45	\$7.85	\$16.45	\$0.00	\$68.75
	06/01/2020	\$45.44	\$7.85	\$16.45	\$0.00	\$69.74
	12/01/2020	\$46.42	\$7.85	\$16.45	\$0.00	\$70.72
	06/01/2021	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2021	\$48.45	\$7.85	\$16.45	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	06/01/2019	\$45.45	\$7.85	\$16.45	\$0.00	\$69.75
	12/01/2019	\$46.45	\$7.85	\$16.45	\$0.00	\$70.75
	06/01/2020	\$47.44	\$7.85	\$16.45	\$0.00	\$71.74
	12/01/2020	\$48.42	\$7.85	\$16.45	\$0.00	\$72.72
	06/01/2021	\$49.44	\$7.85	\$16.45	\$0.00	\$73.74
	12/01/2021	\$50.45	\$7.85	\$16.45	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2019	\$34.54	\$12.41	\$12.70	\$0.00	\$59.65
	12/01/2019	\$34.54	\$12.41	\$13.72	\$0.00	\$60.67
	06/01/2020	\$35.44	\$12.41	\$13.72	\$0.00	\$61.57
	08/01/2020	\$35.44	\$12.91	\$13.72	\$0.00	\$62.07
	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR LABORERS - ZONE 2	06/01/2019	\$34.20	\$7.85	\$14.88	\$0.00	\$56.93
	12/01/2019	\$35.06	\$7.85	\$14.88	\$0.00	\$57.79
	06/01/2020	\$35.95	\$7.85	\$14.88	\$0.00	\$58.68
	12/01/2020	\$36.84	\$7.85	\$14.88	\$0.00	\$59.57
	06/01/2021	\$37.76	\$7.85	\$14.88	\$0.00	\$60.49
	12/01/2021	\$38.67	\$7.85	\$14.88	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2019	\$48.18	\$12.00	\$15.60	\$0.00	\$75.78
	12/01/2019	\$49.33	\$12.00	\$15.60	\$0.00	\$76.93
	06/01/2020	\$50.43	\$12.00	\$15.60	\$0.00	\$78.03
	12/01/2020	\$51.58	\$12.00	\$15.60	\$0.00	\$79.18
	06/01/2021	\$52.68	\$12.00	\$15.60	\$0.00	\$80.28
	12/01/2021	\$53.83	\$12.00	\$15.60	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2018	\$42.04	\$10.00	\$18.20	\$0.00	\$70.24
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Additional Apprenticeship Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

***** END OF ADDENDUM #2 *****

TOWN OF HARWICH

CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION
FOR THE DIVISION OF HIGHWAYS & MAINTENANCE

ADDENDUM NO. 3

October 2, 2019

The attention of bidders submitting bids for the subject project:

CATCH BASIN REPLACEMENT AND DRAINAGE INFRASTRUCTURE INSTALLATION
INVITATION FOR BIDS (IFB)

are called to the following addendum. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

Bidders shall confirm receipt of Addendum 3 in their submittal.

It has come to the Town's attention that there are scrivener errors on page 33 of the bid documents. Please note the following errors (**bold**):

TOTAL OF BID

The computed contract price for all Item 1 through 9 inclusive is:
Dollars and Cents (**\$** _____).

The corrected text (**bold**) should read as follows:

TOTAL OF BID

The computed contract price for all Items 1 through 11 inclusive is:
Dollars and Cents (**\$** _____).

Based on these errors and out of an abundance of caution, the Town is exercising its right to extend the bid deadline *from Friday, October 4, 2019 at 2:00pm to Tuesday, October 8, 2019 at 2:00pm.*

***** END OF ADDENDUM #3 *****

TOWN
ADMINISTRATOR'S
REPORT

Press Release: Bridge Dedication Ceremony at Monomoy Regional High School October 30, 1 pm

On Saturday, October 30 at 1pm, there will be a ceremony at Monomoy Regional High School to designate the Rt 137/Rt 6 bridge as the Hidden Wounds Memorial Bridge, in honor and recognition of all those who have suffered from Post-Traumatic Stress Disorder, Traumatic Brain Injury, Depression, Anxiety, and other unseen ailments, especially as a result of service in the military and public safety occupations. The ceremony will feature a variety of speakers with personal experience and expertise in these issues.

This effort started two years ago when the Grade 8 Blue Team D-block Civics class at Monomoy Regional High School chose veterans issues as their topic for Project Citizen. Project Citizen is a national program where a class takes on an issue, researches it, develops a class policy, and tries to get the policy enacted. The class met with Rob Mador of Bridges for the Fallen, a local organization that has worked to honor veterans all over the country. The class chose to pursue the naming of the Rt 6/137 bridge in Harwich as their class policy. Their goal was to honor not a specific veteran but all those veterans who have come home and suffered from PTSD, TBI, and other lingering effects of their service, many tragically succumbing to these impacts. After a number of drafts and discussions with local veterans, the class proposed "The Hidden Wounds Memorial Bridge" as the bridge name and the text of the bill as submitted - see <https://malegislature.gov/bills/191/h4761> . The class felt that this would be a meaningful way to acknowledge the sacrifice and suffering of the many veterans whose injuries are not apparent. Reps. Sarah Peake and Tim Whalen met with the class and co-sponsored the bill in the Massachusetts Legislature to name the bridge. The bill passed in December 2020, and was signed into law by Governor Baker in January 2021. October 30 will be the culmination of these efforts.

The ceremony is scheduled to be held on the turf athletic field behind the school. There will be parking available in the school lots. The ceremony is expected to last about an hour. We will distribute the program of speakers when it is set.

Info: bridgesforthefallen@gmail.com

Fire Chief David LeBlanc
Harwich Fire Department
175 Sisson Road
Harwich, MA 02645

HARWICH HARBORMASTER DEPARTMENT

September 2021 Monthly Report

Operations

- Department Responded to a report of a boat that was sunk at its slip in Allen Harbor. Used the boom on the department truck to raise the transom above the waterline and used a portable pump to dewater the boat. Secured the boat and notified the owner.
- After extremely heavy rain on 9/9, dewatered a total of 12 boats between Saquatucket Harbor (SAQ), Round Cove and Pleasant Bay.
- Received a report of an odor of gas in the vicinity of the west dock at SAQ. Investigated and determined the source to be a boat secured in its slip. The exact cause was unable to be determined. Bilge pumps were secured in the off position and the owner was notified. The owner contacted Harwich Port Boat Yard who removed the boat from the marina.
- Conducted boat ride with TA to see Oyster Creek from the water at low tide; effort to gain better understanding of request from Oyster Creek Assoc. for the Town to take responsibility to dredge.
- Removed the seasonal swim buoys from Pleasant bay and Nantucket Sound beaches.

Administration

- Drafted memo for TA review in response to the position of Oyster Creek Assoc. that the Town should be responsible for dredging Oyster Creek.
- Submitted quarterly report for MA Dredging grant award.
- Revoked Mooring Permits: (1) Wychmere (20'-25' 11"), (1) HR North, (1) Round Cove, (1) Outer Harbor.
- Went to waitlist with open mooring permits: (2) Round Cove, (1) Wychmere 0-19' 11", (1) Wychmere 20'-25' 11", (1) Herring River North, (1) Outer Harbor.
- Reached out to permit holders not meeting the 30 day requirement.
- Placed order for T-shirts at Advanced Embroidery.
- Went to waitlist with 30' Recreational Slip.
- Issued 20 Parking Tickets and 1 Non-Criminal Waterways Violation
- Processed 50 transient slip reservations.

Maintenance

- Pressure washed swim buoys from Long Pond, Nantucket Sound and Pleasant Bay.
- Took John Deere lawn tractor to the Highway Department for repairs.
- Had repairs made to the garage door opener at the workshop.
- Routine building and grounds maintenance.

Meetings

- Participated in zoom meeting with CG Sector SE New England command center to discuss Cape Cod Mutual Response System (CCMRS).
- At the request of the Chatham Harbormaster, attended meeting with Chatham officials, CG First District Commander, and congressional staffers to discuss the downgrade of boat response at CG Station Chatham.
- Harbormaster and Waterways Specialist attended training on Commbuys system.
- Waterways Committee meeting (15 Sep)



TOWN OF HARWICH
OFFICE OF THE TREASURER/COLLECTOR
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Monthly Report to the Board of Selectmen

September 2021

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

Collections

	FY 2022	FY 2021
Tax/Water Collections:	\$619,615.08	\$614,644.18
Tax lien Collections:	\$5,640.09	\$6,324.02
Departmental turnovers:	\$1,874,774.27	\$2,385,306.24
Total:	\$2,500,029.44	\$3,006,274.44

Disbursements

	FY 2021	FY 2020
Accounts Payable	\$5,586,672.43	\$6,517,562.51
Payroll	\$1,085,909.03	\$1,785,742.70
Total:	\$6,672,581.46	\$8,303,305.21

Tax Liens	principal	int due	fees due	total due	% of total
total due	2,200,173.67	2,818,052.91	789,014.19	5,807,240.77	
misc parcels	190,630.96	359,414.72	258,195.76	808,241.44	0.14
owners unknown	275,712.57	409,220.72	147,103.56	832,036.85	0.14

Respectfully submitted,
Amy Bullock
Treasurer/Collector