

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, November 4, 2019

**REVISED AGENDA – Possible Vote language added to the Executive Session
Original Posting – October 31, 2019 @ 12:01 P.M.**

**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** – 1. Pursuant to MGL Chapter 30A, section 21 (a) (2) Convene in executive session for the purpose of discussing strategy concerning a potential agreement with non-union personnel and possible vote
2. Pursuant to MGL Chapter 30A, section 22 (g) (1):
A. Approve to Release the Executive Session Minutes of March 5, 2018, March 19, 2018, July 23, 2018, August 6, 2018, and August 20, 2018,
B. Approve and Release the Executive Session Minutes of June 11, 2018.

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

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

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Minutes:
1. May 20, 2019 Regular Session
B. Vote to approve the recommendation of the Town Administrator for the appointment of Lisa Tanco Schwab to the position of Assessing Administrative Assistant

VII. PUBLIC HEARINGS/PRESENTATIONS (Not earlier than 6:30 P.M.)

VIII. NEW BUSINESS

- A. Annual Meetings with the Board:
1. Board of Health
2. Board of Appeals
3. Real Estate and Open Space
4. Housing Authority
B. Vote to approve the Administrator's recommendation to grant permission to NSTAR to install 1 40' Fully Owned (FO) pole labeled 1/29-5 on side of town road in Oak Street, Harwich
C. Declaration of Selectmen's Holiday's - Discussion and potential vote
D. Vote to approve the appointment of Stephen Duffy to the Harwich Accessibility Rights Committee as a full member – term to expire 6/30/21
E. Vote to approve Winter Boat Storage License Agreements with Allen Harbor Marine Service, Inc., Harwich Port Boatyard, Inc. and portions of Saquatucket Harbor
F. Amend for Community Preservation Committee (CPC) Funds for the Harwich Community Playground Board of Selectmen to be applicant and Monomoy Regional School District as co-applicant – Discussion and possible vote
G. Joint meeting: Board of Selectmen, Capital Outlay Committee and Finance Committee (Budget Calendar)

IX. CONTRACTS

- A. Vote to Approve - Champion Salt LLC – FY 20 road salt contract in the amount of \$107,780.00
B. Award of Allen Harbor Jetty Project Contract — GEI Consulting - \$57,000.00
C. Approval of Funds - FEMA-4097-DR-MA Hurricane Sandy - \$46,865.49

X. OLD BUSINESS

XI. TOWN ADMINISTRATOR'S REPORTS

- A. RJV Construction Contract
B. MRSC votes related to the playground / Demolition
C. Departmental Reports

XII. SELECTMEN'S REPORT

XIII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
October 31, 2019

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1
SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: October 30, 2019

One Week Look Ahead (11/4-11/8)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39 * West from Spence's Trace *
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

Two Week Look Ahead (11/11-11/15)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39 * West from Spence's Trace *
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

Three Week Look Ahead (11/18-11/22)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39 * West from Spence's Trace *
** Detour **
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

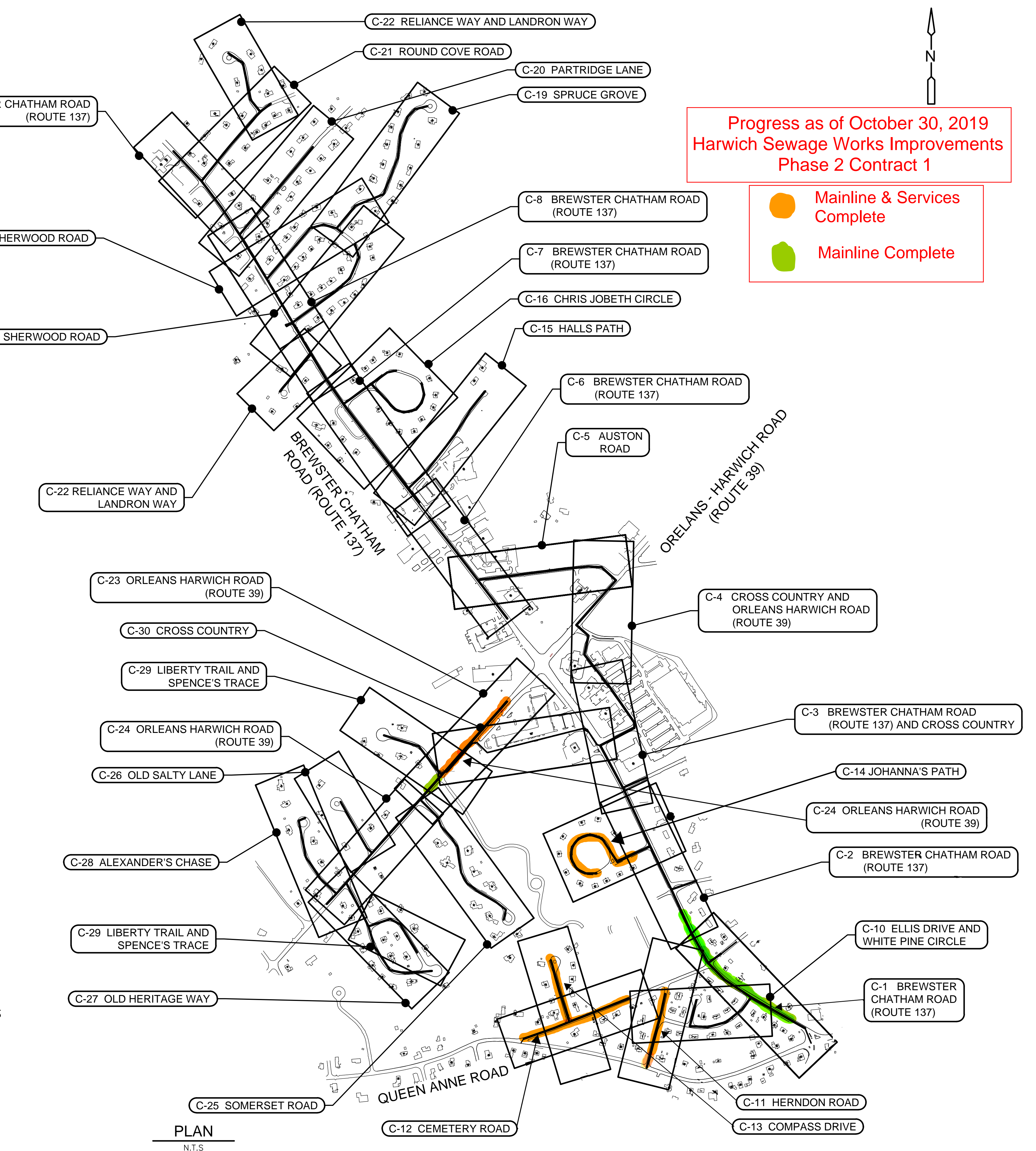
Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations throughout the project area.



Progress as of October 30, 2019
Harwich Sewage Works Improvements
Phase 2 Contract 1

 Mainline & Services Complete

 Mainline Complete



C-22 RELIANCE WAY AND LANDRON WAY

C-21 ROUND COVE ROAD

C-20 PARTRIDGE LANE

C-19 SPRUCE GROVE

CHATHAM ROAD (ROUTE 137)

C-8 BREWSTER CHATHAM ROAD (ROUTE 137)

SHERWOOD ROAD

C-7 BREWSTER CHATHAM ROAD (ROUTE 137)

SHERWOOD ROAD

C-16 CHRIS JOBETH CIRCLE

C-15 HALLS PATH

C-6 BREWSTER CHATHAM ROAD (ROUTE 137)

C-5 AUSTON ROAD

C-22 RELIANCE WAY AND LANDRON WAY

BREWSTER CHATHAM ROAD (ROUTE 137)

ORLEANS - HARWICH ROAD (ROUTE 39)

C-23 ORLEANS HARWICH ROAD (ROUTE 39)

C-30 CROSS COUNTRY

C-29 LIBERTY TRAIL AND SPENCE'S TRACE

C-4 CROSS COUNTRY AND ORLEANS HARWICH ROAD (ROUTE 39)

C-24 ORLEANS HARWICH ROAD (ROUTE 39)

C-3 BREWSTER CHATHAM ROAD (ROUTE 137) AND CROSS COUNTRY

C-26 OLD SALTY LANE

C-14 JOHANNA'S PATH

C-28 ALEXANDER'S CHASE

C-24 ORLEANS HARWICH ROAD (ROUTE 39)

C-2 BREWSTER CHATHAM ROAD (ROUTE 137)

C-29 LIBERTY TRAIL AND SPENCE'S TRACE

C-10 ELLIS DRIVE AND WHITE PINE CIRCLE

C-27 OLD HERITAGE WAY

C-1 BREWSTER CHATHAM ROAD (ROUTE 137)

C-25 SOMERSET ROAD

C-12 CEMETERY ROAD

C-11 HERNDON ROAD

C-13 COMPASS DRIVE

PLAN

N.T.S.

**MINUTES
SELECTMEN'S MEETING
SOUTH HARWICH MEETING HOUSE
MONDAY, MAY 20, 2019
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, MacAskill, McManus,

OTHERS PRESENT: Town Administrator Christopher Clark, Water Department Superintendent Dan Pelletier, Fire Chief Norm Clarke, Police Chief David Guillemette, Finance Director Carol Coppola, Harbormaster John Rendon, Natural Resources Director Heinz Proft, and others.

WEEKLY BRIEFING

Dan Pelletier, the town's Water Department Superintendent, announced that the Harwich Water Department received a 2019 Public Water System Award. He also informed the Board that there would be some detours on Route 28 in the upcoming week due to work by the Water Department.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. MacAskill presented a Certificate of Appreciation from the Board to Chair Kavanaugh for her dedicated service to the Town of Harwich.

CONSENT AGENDA

- A. Minutes:
 - 1. April 29, 2019 – Regular Session
 - 2. April 29, 2019—Executive Session
- B. Annual Police Appointments
- C. Accept Gift of Piano for the Cultural Center.
- D. Appointment of Noreen Donahue to Capital Outlay Committee with a term to expire June 30, 2021.
- E. Resignation of James Joyce from the Planning Board—Effective June 28, 2019
- F. Vote to approve the recommendation of the Interim Assistant Town Administrator for the petition request from Verizon and NSTAR to place one jointly owned pole.
- G. Approve Chapter 90 request for Great Western Road/Main Street Drainage per the recommendation of the DPW Director.
- H. Compensation Review—Assistant Water Superintendent

Mr. McManus moved adoption of the Consent Agenda Items. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS *(Not earlier than 6:30 P.M.)*

No Public Hearings/Presentations

NEW BUSINESS

A. Town Administrator's request for vacation carry-over

Mr. Clark explained that he had been unable to use all his vacation time due to staff shortages. Mr. MacAskill asked if Mr. Clark had taken any vacation time. Mr. Clark replied that he had taken maybe one and a half weeks of vacation, leaving two and half weeks left. He is requesting to carry-over two weeks. Mr. McManus moved to accept the request. Mr. Ballantine seconded the motion and the motion carried by unanimous vote.

B. Noise recommendations for Harwich Port.

Mr. Clark explained that he and Chief Guillemette have been working to make improvements to the issues with sound in Harwich Port. They have concluded the 10 o'clock cut-off time for outdoor entertainment to be valid and have been unable to devise any further recommendations to make improvements to the current policy. Chief Guillemette will hold a training on May 23, 2019 at 1pm to educate business owners about the current policies.

Chief Guillemette said that he has spoken extensively with several members of the community and with police chiefs from other communities in order to find a solution, with no success. There are few communities that have the same problems with noise that come with a mixed-use community like Harwich. He would like to see more self-policing, by which establishments would install their own devices to determine when their own sound levels are getting too high.

Members of the community requested the formation of a committee to develop solutions to manage noise in Harwich Port.

Mr. McManus clarified that movement to approve a beverage license for a Harwich Port establishment hinged on submission of a plan to move entertainment inside. No such plan has been submitted, so he encouraged the Board not to sign the license. He supported the formation of a committee, but would like to see a draft of the committee charge before it is placed on next week's agenda.

C. Appointments to Harwich Port Parking Committee

Mr. MacAskill moved to appoint Francis Rich to the Harwich Port Parking Committee for a full position expiring May 15, 2020, as a local resident appointee. Mr. Howell seconded and the motion carried by unanimous vote. Mr. MacAskill noted that more interviews are scheduled.

D. Request to conduct a study of the salt marsh behind Red River Beach

Item held.

E. Snack Shack Harbor Management Plan Discussion.

Mr. Rendon explained that the Harbor Management Plan, Section 7.17, speaks to no alcohol on piers/harbors within Saquatucket Harbor. However, the Board approved the Snack Shack lease

which includes a seasonal liquor license. He is happy to revise the Harbor Management Plan to reflect the lease and liquor license.

Mr. Howell clarified that changing the Harbor Management Plan would require several community hearings and votes to approve and voiced concern that the Board voted to approve the lease (which included liquor sales) without consideration of the Harbor Management Plan.

Mr. Rendon clarified that he has spoken with the state regarding regulations. State regulations do not pertain to the new building at Saquatucket Harbor, only with the parking lot and ramp. He reiterated that the town does not want drinking on ramps, in the parking lot, or in public buildings, and does not believe the Snack Shack's lease violates these.

Mr. MacAskill would like an update from the Town Administrator regarding previous votes on the issue and commended Mr. Rendon on his work in running the harbor and in managing this large grant-funded project. Mr. MacAskill expressed concern that the Town Administrator needs to provide more information in project packets to the Board and be responsive to emails, so that the Board may make educated decisions.

Chair Kavanaugh clarified that the new building was not part of the original Harbor Management Plan and that the Board has granted a lease and license to a business within the new building. She expressed concern about over-extending the application of such a plan.

Mr. Clark said he is very happy with the work by Mr. Rendon and others involved, that large projects such as these do not go from initial stages to completion without some moderation to the plan, and, while there have been mistakes, there has been no ill-intent by employees of the town. He is very proud of the work that the town is doing to deliver a product that its residents can be proud of.

Mr. Ballantine expressed concern that the town may be taking on too many projects.

Mr. McManus agreed that these large projects can stretch staff thin. He reminded the Board that the town has hired project managers and contractors in the past to ensure that projects are done within regulations and reiterated his opinion that a project manager be hired for the wastewater project.

CONTRACTS

A. Contract for Hinkley Pond Algal Treatment in the amount of \$347,300

Mr. Proft addressed the Board regarding work to be done at Hinkley Pond in the fall. An evaluation summary regarding the algal bloom, etc., at the pond recommended treatment. The current contract also includes work to improve public access and monitoring. The project is under the budget initially set aside and should only take 8 days to complete, so they have requested to initiate and complete the project between September 9th and 30th. This is intentionally after Labor Day and within the window allowed by the Department of Fisheries. The contractors come highly recommended.

Mr. Howell agreed that it's important to do the algal treatment and reduce the phosphorous, etc. However, the packet is missing a letter from the Town Administrator approving the project. He will not approve any further projects without it. Mr. MacAskill was of the same opinion.

Mr. Ballantine would like to see more specifics about the monitoring.

Mr. Ballantine moved to approve the contract for Hinkley Pond Algal Treatment in the amount of \$347,300. Mr. McManus seconded. The motion carried by a vote of 3-2 with Mr. MacAskill and Mr. Howell voting against. Mr. MacAskill noted he voted against due to lack of contract.

OLD BUSINESS

A. Confirm Performance Evaluation—Fire Chief

Mr. Clark expressed that Chief Norm Clarke is an asset to the community and does an outstanding job. He also appreciated that Chief Clarke was willing to take on extra work such as the building project.

Mr. Howell was upset that the Board only received a summary score in their meeting packet in lieu of the evaluation. Though he feels all the employees under consideration are outstanding he does not feel properly informed to approve any of their evaluations.

Mr. Clark and Chair Kavanaugh clarified that the necessary information was in last week's confidential packet.

Mr. McManus made a motion to approve the confirmation of the performance evaluation of the Fire Chief.

Mr. Ballantine moved to approve the confirmation under the condition that the Board would be able to add to performance evaluations and provide additional comments or add points to the evaluations by the next meeting. Mr. Howell seconded the motion.

Chair Kavanaugh disagreed that it was the Board's place to add or remove points on an employee's performance evaluation, as members are not involved in the day-to-day of the department.

Mr. McManus agreed that the Board's role was simply to approve or disprove the administrator's evaluation of the Chiefs.

Mr. Howell expressed that these positions are direct hires by the board and evaluations were passed to the Town Administrator merely out of convenience.

Mr. Clark clarified that the real impact of the evaluations for the employees is to ensure they receive their 2% cost of living adjustment as stipulated in their contracts.

Mr. Ballantine's motion carried by unanimous vote.

B. Confirm Performance Evaluation—Police Chief

Mr. Clark commended Chief David Guillemette for a very good job transitioning to a new department and community and stepping forward into the Chief position. He received a score of 82. Mr. Clark recommended that the Board approves his cost of living adjustment for his contract.

Mr. Howell made a motion to confirm the performance evaluation under the condition that the members of the Board may add to the evaluation. Mr. MacAskill seconded, and the motion carried by unanimous vote.

Chair Kavanaugh expressed gratitude for Chief Guillemette's fantastic work.

C. Confirm Performance Evaluation—Financial Director

Mr. Clark expressed that Carol Coppola has brought energy and enthusiasm in her two years in her position. She has been reliable and brought in outside auditors to ensure a good product. She received a score of 91. He recommended approval of her cost of living adjustment.

Chair Kavanaugh thanked Ms. Coppola for doing an outstanding job helping the board in understanding financial matters.

Mr. Howell made a motion to accept the performance evaluation for Ms. Coppola with the future possibility that the Board may change the rating at a future meeting. Mr. Ballantine seconded.

Mr. Howell added that Ms. Coppola has been a tremendous asset. However, her position was intended to provide an informed, independent voice to the Board regarding monetary decisions, and he would prefer that she be physically present at contract negotiations to cost out agreements in real time.

Mr. Clark expressed that he and Ms. Coppola agreed that she did not need to be present for language changes at contract negotiations. But all financial components of contract negotiations are going through Ms. Coppola as they should.

Mr. MacAskill thanked Ms. Coppola for her service.

The motion carried by unanimous vote.

D. Town Administrator Performance Evaluation

Chair Kavanaugh said she received the evaluation forms from the Board. The overall score was 65.3, which met the minimum 65 required for the cost of living adjustment.

Mr. MacAskill expressed concern about a score of 99 that Mr. McManus provided in his evaluation, suggesting that Mr. McManus had changed his evaluation after seeing those from the other Selectmen to provide Mr. Clark a passing score. Mr. McManus responded that his responses changed from last week because he had not originally received the same form as the other members. Chair Kavanaugh reminded Mr. MacAskill that he had also planned to amend his evaluation and provide it at the meeting (which would have been too late). She clarified that all evaluations were in the packet by Friday. She also expressed concern regarding scores awarded by other members (as low as 29 and 42.5) and that such scores for a town administrator would reflect a town that is barely functioning. Chair Kavanaugh, Mr. MacAskill, and Mr. McManus disagreed on the amount of detail and narrative necessary on a performance evaluation, and Chair Kavanaugh expressed concern that the evaluation

process is becoming politicized. Mr. Ballantine agreed with Chair Kavanaugh that the Board needed to create an evaluation process that works and urged Mr. Clark and the Board take seriously the comments for improvement provided in the evaluations. Mr. Howell suggested that the town's success is in large part due to other employees, like department heads. Chair Kavanaugh responded that the department heads have expressed praise for Mr. Clark, and that the Board needs to take responsibility for some of the miscommunication lamented in the evaluations.

Mr. McManus moved to approve the town administrator performance evaluation. Mr. Ballantine seconded. The motion carried by a vote of 3-2, with Mr. MacAskill and Mr. Howell opposed.

Mr. Clark expressed appreciation for some of the comments provided, as they will assist him in his professional development. He noted that comments from Mr. MacAskill and Mr. Howell suggest that they no longer want him as their town administrator. He was troubled by the significant decline in his scores over the course of a year, but he is very proud of the excellent department heads he has had the opportunity to hire.

E. Contract Renewal for Town Administrator - *discussion*

Discussion tabled.

TOWN ADMINISTRATOR'S REPORTS

Mr. Clark thanked Chair Kavanaugh for her thoughtfulness and sincerity in serving the town as Chairman of the Board of Selectmen.

The status of the sewer project, as the Board had requested, was provided in the packet.

SELECTMEN'S REPORT

A. Mr. Howell

Mr. Howell wanted to know if the contract representative would be present at the East Harwich sewer hook-up meeting at the community center.

Mr. Pelletier clarified that the project manager and contract representative will not be present at the meeting because it was scheduled prior to him being awarded the contract, though Mr. Pelletier plans to include his information in the meeting presentation.

Mr. Howell suggested that the representative be included, as part of his responsibility is community liaison.

Chair Kavanaugh provided the location and time of the meeting and expressed that she will be attending.

Mr. Howell expressed appreciation for Chair Kavanaugh's service as Chairman.

B. Kiwanis Plant Sale

Mr. McManus thanked people for attending and purchasing plants at the Kiwanis Plant Sale which help the Kiwanis Club's scholarship fund.

He thanked Chair Kavanaugh for her service as Chairman.

C. Mr. MacAskill

Mr. MacAskill thanked Kavanaugh for her service as Chairman.

D. Mr. Ballantine

Mr. Ballantine expressed urgency in proceeding with the sewer project.

E. Chair Kavanaugh

Chair Kavanaugh thanked the Friends of South Harwich Meeting House for the venue and thanked the Board of Selectmen for three years of serving together, as Chairman. She thanked Cindy Williams for her work on the Chamber of Commerce, Chris Clark for his work, and others within the community. She acknowledged the amount of time the Selectmen dedicate to the town, encouraged the town residents to attend town meetings, and urged the town to engage in discourse civilly.

Chair Kavanaugh received a standing ovation.

ADJOURNMENT

Mr. Howell moved to adjourn at 8:23 p.m. Mr. MacAskill seconded the motion and the motion carried.

Respectfully submitted,

Shilo K. Felton
Recording Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



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

732 MAIN STREET, HARWICH, MA

October 30, 2019

Lisa Tanco Schwab

Dear Ms. Schwab:

We would like to offer you the position of Administrative Assistant in the Assessor's Office for the Town of Harwich. I look forward to your positive contributions to our community.

This conditional offer letter confirms our understanding of your pre-employment terms with the Town:

- Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on Monday, November 4, 2019. Successful confirmation will be needed to finalize the appointment;
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed;
- Your employment is contingent upon a successful background and C.O.R.I. check; and
- Your probation period is six months from the date of employment.


Please read the letter and confirm your understanding of the terms of your employment by signing the bottom of the letter and returning a copy to us for your personnel file.

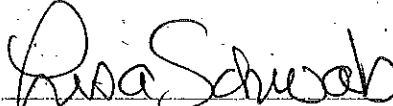
Your position title will be Administrative Assistant and your starting date, pending successful completion of the terms set forth above, will be Monday, November 18, 2019.

This position is included in the Harwich Employees Association and your employment is subject to the rights and obligations included in the contract, which will be provided to you. Your starting salary will be \$22.71 per hour (Grade 5, Step 1).

Again, we are delighted that you are joining the Town's professional staff in this new role for you. Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,


Christopher Clark
Town Administrator


Lisa Tanco Schwab

Date:

10/31/19

CC: Assistant Town Administrator
Town Accountant/Finance Director
Assessing Director



**HARWICH
ASSESSORS
OFFICE**
508-430-7503



Memo

To: Christopher Clark, Town Administrator
From: Donna Molino, Assessing Director
Date: October 16, 2019
RE: Recommendation for Assessing Administrative Assistant

We received 45 complete applications for the position of Administrative Assistant. A team of three (3) department heads comprised the interview committee. The team interviewed 5 candidates on September 4, 2019 we called one candidate to come in for a second interview, but they had accepted a position elsewhere. On October 3, 2019, the team interviewed an additional 5 candidates, one of which we are recommending.

A brief summary of requirements and responsibilities for the position the applicant must have a minimum High School graduation and 3 to 5 years of experience in an office setting dealing with the public or equivalent and relevant combination. The position requires ability and skill to work tactfully and effectively with the public; possess good computer, written and oral skills. The candidate would be working within the Finance Division.

We would like to recommend Lisa Tanco Schwab for this position as she meets the qualifications as listed above. Lisa's references state some of her attributes, such as great customer services skills, team player and a positive attitude.

We feel that Lisa will be a great addition to the Finance team.

2019
ANNUAL REPORT
REAL ESTATE AND OPEN SPACE COMMITTEE

Current Membership: Katherine Green, Dave Callaghan, Marcie Smith, Carol Porter, James Donovan, and Elaine Shovlin (Chair).

One Vacancy

Attendance: 85%

All Committee Members have satisfied their Conflict of Interest Training. All have been sworn in by Town Clerk.

All Agendas and Minutes have been filed and posted as required.

The Committee has made recommendations to the Affordable Housing Trust regarding properties that may be suitable for affordable housing development.

REOS Committee has made the commitment to attend AHT meetings as often as possible and work closely with AHT to provide affordable housing in Harwich.

REOS has co-sponsored 2 CPA requests for funds; Deacon's Folly Road co-sponsored with Conservation Commission and Affordable Housing Trust. Cherokee Road co-sponsored with Conservation Commission.

REOS has presented a list of properties to the Select Board recommended as priorities for Conservation, Housing and Water quality protection. These properties include Town owned, tax lien and owners unknown.

The Committee continues to review, evaluate and visit properties for the purpose of making informed recommendations to the Select Board.

The Committee appreciates the support of Art Bodin - Housing Chair, Amy Usowski - Conservation Agent, Charleen Greenhalgh - Town Planner and Michael Lach - Harwich Conservation Trust.



Harwich Housing Authority

Telephone 508-430-2390

Fax 508-945-5666

P.O. Box 714 • Harwichport, MA 02646

2019 ANNUAL REPORT OF THE HARWICH HOUSING AUTHORITY

TO: The Honorable Board of Selectmen and the Citizens of the Town of Harwich

The office of the Harwich Housing Authority shares space with the Chatham Housing Authority and is located at 240 Crowell Road in Chatham. The office is open five days a week, 8am to 4pm, except for Fridays when we close at 3:30. Our Board consists of five members, we currently have one vacancy.

The mission of the Harwich Housing Authority is to provide affordable, decent, safe and sanitary housing through the maintenance of our existing units and the development of new units; to create an environment which enables residents to live responsibly and with dignity; to support residents in their effort to achieve self-sufficiency; to honor public commitments in a fiscally and ethically responsible manner; to create and maintain public confidence in the Authority's operations and staff; to ensure that the facilities owned and managed by the HHA are marketable to the community and are appealing to residents; to enable the HHA staff to improve their performance through appropriate vision, training, and career development; to establish performance goals that meet or exceed industry standards and that optimize the use of available resources to achieve our performance objectives; and to assist the Town, State and National governments in identifying and addressing housing needs.

Eligibility for housing subsidized through the Harwich Housing Authority is governed by rules and regulations promulgated by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) and the United States Department of Housing and Urban Development (HUD).

The Harwich Housing Authority operates a total of forty (41) units of state subsidized housing under three (3) different government subsidy programs. State programs include the Massachusetts Rental Voucher Program (MRVP) which currently has Twenty (21) scattered site family and elderly vouchers, these voucher amounts are based on income and pay for any portion of rent that exceeds 30% to 40% of household income. The state has revamped the program opening it up to a wider income base for eligibility. Other programs include the Massachusetts 705 Family Housing Program which consists of twelve (12) family units, two (2) two-bedroom units and ten (10) three-bedroom units, one which is wheelchair assessable, the rent for these apartments is based on 27% of Household income after deductions. The third is the Massachusetts 167 Program through the Department of Mental Health which has a total of eight (8) special needs units in a single building which is currently leased to VINFIN.

Through our Capital Planning Program, we have been able to replace windows in the Family housing over the past few years.

Projects being funded with Community Preservation Act funds approved by Harwich Town Meetings:

The Rental Assistance Program is still going strong. We are requesting \$200,000 in additional funds from the CPC to continue the program. The current funding will run out the end of next summer. Currently we are assisting 13 households. We have assisted over 90 households since the program started. Under this program we offer assistance to qualified families by paying

a portion of their rent each month (not to exceed \$350 per month) for a maximum of three years. We recertify them once a year and adjust their voucher accordingly. This program is designed to help people as they work towards becoming self-sufficient.

. We continue to contract with the Chatham Housing Authority for management of the HHA. John Stewart, Tracy Cannon and Kayta Koehler-Rice handle the daily activities of the HHA. David Chausse is our Maintenance Mechanic and works a part-time schedule with the HHA. We thank them for their service.

The Harwich Housing Authority wishes to express its gratitude and thanks to the Town and citizens of Harwich for a successful 2019 and looks forward to a productive 2020. We welcome and encourage your support and suggestions in our efforts to continue to provide quality housing for the residents of Harwich.

Respectfully submitted,

Board Members:

Sandra Woodbridge, Chair & State Appointee
Mark Kelleher- Vice-Chair
Kim Bourgea - Treasurer
Judith Underwood

Staff:

John Stewart, Executive Director
Tracy Cannon, Admin Assistant
David Chausse, Maintenance Mechanic
Kayta Koehler-Rice, Waitlist coordinator

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Christopher Clark, Town Administrator

RE: Utility Hearing October 30, 2019
NSTAR Electric dba Eversource Electric
183 Oak Street

DATE: October 30, 2019

A Utility Hearing was held on Wednesday, October 30, 2019 at 10:00 am in Harwich Town Hall, at the request of NSTAR/Eversource for the purpose of installing 1 40' Fully Owned (FO) pole labeled 1/29-5 on side of town road in Oak Street, Harwich

Legal ads were published and notifications were given. Roman Greer, Director of Golf, Cranberry Valley Golf Course was in attendance. There were no additional abutters.

There were no objections to installing 1 40' Fully Owned (FO) pole labeled 1/29-5 on side of town road in Oak Street, Harwich

There were no other questions, concerns or objections and the Hearing was adjourned at 10:07 AM. After careful review, I recommend that the Board approve Eversource Plan No. 2351120 Dated September 11, 2019 – WO#2351120.



Phone (508) 430-7513

Fax (508) 432-5039

TOWN OF HARWICH

732 MAIN STREET, HARWICH, MA 02645

MINUTES Utility Hearing – 183 Oak Street Wednesday, October 30, 2019

THOSE IN ATTENDANCE: Christopher Clark Town Administrator, Patti Macura, Administrative Secretary, Representatives from Eversource; Jessica Elder and Roman Greer, Director of Golf, Cranberry Valley Golf Course. There were no additional abutters.

The Assistant Town Administrator called the hearing to order at 10:00 A.M. and read the Utility Hearing Notice.

Jessica Elder confirmed the work to be performed. Which is proposed to install approximately 1 40' Fully Owned (FO) pole labeled 1/29-5 on side of town road in Oak Street, Harwich.

The hearing was adjourned at 10:07 A.M.

Submitted by:
Patricia Macura
Administrative Secretary

Attachments

**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
OCTOBER 30, 2019**

Pursuant to M.G.L. Ch. 166, § 22, the Town Administrator will hold a Public Hearing at **10:00 AM on Wednesday, October 30, 2019** in the Harwich Administration Office, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by NSTAR ELECTRIC dba EVERSOURCE ELECTRIC COMPANY requesting permission to locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by our petitioners along and across the following public way or ways:

183 OAK HARWICH

PROPOSED: To install approximately 1 40' Fully Owned (FO) pole labeled 1/29-5 on side of town road in Oak Street, Harwich

All abutters and other interested persons are invited to attend. For further information, please call the Town Administrator's Office at (508) 430-7513 or stop by Town Hall, 732 Main Street, Harwich where the information is on file.

Christopher Clark
Town Administrator

The Cape Cod Chronicle
Oct. 17, 2019

TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
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Christopher Clark
Town Administrator

Cape Cod Chronicle
October 17, 2019

Plan to accompany petition of EVERSOURCE ENERGY
 To install new 40' CL 1 FO POLE 10/29-5 70' North of 10/29.



MAP ID: 61-B1-B-0
 0 OAK ST
 HARWICH TOWN OF -
 SELECTMEN

MAP ID: 61-H1-0
 183 OAK ST
 HARWICH TOWN OF -
 GOLF

MAP ID 61-A1-2-0
 181 OAK ST
 N/F
 HARWICH TOWN OF -
 GOLF

PROPOSED
 10/29-5
 (JO-ES)
 w ANCHOR &
 STRAND

APPROX. RIGHT OF WAY

70'

10/29
 JO-ES

APPROX. RIGHT OF WAY

LANDSCAPE
 AREA

LANDSCAPE AREA

APPROX. 2527'± TO
 QUEEN - ANNE RD.

EDGE OF ROAD

EDGE OF ROAD

OAK ST

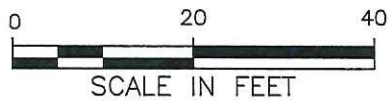
EDGE OF ROAD

APPROX. RIGHT OF WAY

MAP ID: 60-R1-0
 0 OAK ST
 GINGRAS AARON T
 C/O GINGRAS AARON T

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- Pole with Riser
- Ⓜ Proposed Multitap
- Ⓜ Proposed Manhole



BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION. NEITHER NSTAR ELECTRIC COMPANY, NSTAR GAS COMPANY NOR ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "NSTAR ENTITIES") SHALL BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION OR IN RELIANCE UPON IT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, EITHER EXPRESSED OR IMPLIED. UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

| | | |
|----------------------|----------------|---|
| Plan # | 2351120 | EVSOURCE d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125 |
| Ward # | | |
| Work Order # | 2351120 | |
| Surveyed by: | N/A | Plan of OAK ST |
| Research by: | PG | HARWICH |
| Plotted by: | JC | Showing PROPOSED NEW POLE LOCATION |
| Proposed Structures: | LM | |
| Approved: | A DEBENEDICTIS | Scale 1"=20' |
| P# | | Date SEPTEMBER 11, 2019 |
| | | SHEET 1 of 1 |

September 03, 2019

Town Administrators
732 Main Street
Harwich, MA 02653

Dear Board Members:

Enclosed is a petition to install 1 40' Fully Owned (FO) pole labeled 1/29-5 on side of town road in Oak Street, Harwich.

This proposed location is necessary to provide electrical service to customers shed at 183 Oak Street. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval?

If you have any questions, feel free to contact me at 508-790-9022 or the email address provided below.

Warm Regards,



Jessica Elder
Right of Way Agent
Jessica.Elder@Eversource.com
NSTAR Electric
d/b/a Eversource Energy

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA

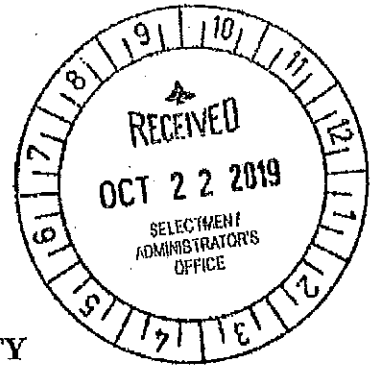


MEMO

TO: Board of Selectmen
FROM: Christopher Clark, Town Administrator
RE: Holiday Season
DATE: October 30, 2019

I would like to request the Board of Selectmen declare the following days as Half Day Selectmen Holidays. This year Christmas falls on a Wednesday therefore, I would like Tuesday, December 24, 2019 a Half Day Selectmen Holiday. Also, New Year's Day falls on a Wednesday and I would like to ask that New Year's Eve, Tuesday, December 31, 2019 be a Half Day Selectmen Holiday. Town Hall will close at Noon for these days.

Based upon discussion with the Chair, Administration will attempt to have short agendas for the following Board of Selectmen meetings; November 25, 2019, December 2, 2019 and December 23, 2019. This is due to limited days to prepare the agenda. Based on comments from the Chair there will be no Board of Selectmen's meeting on December 30, 2019 as it's the practice of the board to not meet between Holidays.



**CITIZEN'S COMMITTEE VACANCY FORM
VOLUNTEER NOW -- SERVE YOUR COMMUNITY**

Town government needs citizens who are willing to give time in the service of their community. This form was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees and Commissions

Vacancy Forms are updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

**CITIZEN'S COMMITTEE VACANCY FORM
BOARD OF SELECTMEN**

732 Main Street, Harwich, MA 02645

Name STEPHEN DUFFY Street/P.O. Box 10 Town HARWICH Zip 02645
Occupation RETIRED Email Telephone

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- *Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- *Conservation Commission
- Cultural Council
- Historical/Historic District Commission
- *Planning Board
- Real Estate, Open Space Committee
- Town Forest Committee
- Traffic Safety Committee
- Trail Committee
- Harwich Energy Committee
- OTHER _____

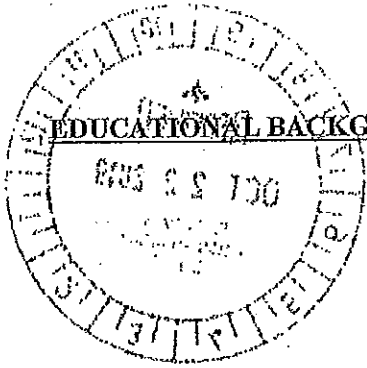
OTHER

- Affordable Housing Trust
- *Board of Assessors
- *Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Finance Committee
- Harwich Accessibility Rights Committee
- Harwich Center Initiative Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Voter Information Committee
- Wastewater Support Committee
- Youth Services Committee

RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

* Please include a resume with form



A.A., A.S., B.S

RELEVANT SKILLS:


I WAS DISABLED FOR 10+ YEARS

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

FILL NEEDED

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

Memo


To: Board of Selectmen
From: John C. Rendon, Harbormaster 
Date: October 29, 2019
Subject: Winter Boat Storage License

Request Board of Selectmen approval of a three year License Agreement, included as enclosures (1) and (2), with Allen Harbor Marine Service Inc and Harwich Port Boatyard Inc to license the use of portions of Saquatucket Harbor for winter boat storage. With the approval of the Board, a public notice to solicit persons or firms interested in a License Agreement with the Town for winter boat was advertised for two consecutive weeks in the local newspaper. In response to the advertisement, Allen Harbor Marine Service Inc and Harwich Port Boatyard Inc submitted bids as outlined in enclosures (3) and (4) for separate parcels at Saquatucket Harbor. I recommend acceptance of the bids and approval of the License Agreements.

Thank you for your consideration.

Enclosure: (1) License Agreement with Allen Harbor Marine Service Inc for Use of Town Property at Saquatucket Harbor for Winter Boat Storage
(2) License Agreement with Harwich Port Boatyard Inc for Use of Town Property at Saquatucket Harbor for Winter Boat Storage
(3) Allen Harbor Marine Service Inc Bid
(4) Harwich Port Boatyard Bid

Copy: (1) Town Administrator
(2) Waterways Committee Chairman

* LICENSE AGREEMENTS WITH ALLEN HARBOR MARINE SERVICE AND HARWICH PORT BOATYARD HAVE BEEN REVIEWED AND APPROVED BY TOWN COUNSEL. 

Patti Macura

From: John Giorgio <JGiorgio@k-plaw.com>
Sent: Thursday, October 31, 2019 11:03 AM
To: Patti Macura
Cc: cclark@townofharwich.us
Subject: RE: Winter Boat Storage License Agreement

Dear Chris and Patti;

I have reviewed the two boat storage license agreements and I am approving them as to form. One question I have, however, is whether you want to preserve the ability of the Town not to renew the licenses in Years 2 or 3 just in case the Town requires use of the space for other municipal purposes. I also recommend that you add a general termination provision. Therefore, I suggest you add the following paragraph as the last paragraph in the license agreement: "The Town may cancel this license for the next year for any reason by giving written notice to the Licensee on or before May 20, 2020 or May 20, 2021, respectively. In addition, the Town may cancel this license at any time in the event the licensee fails to comply with any material terms of the license by giving the licensee 30 days written notice and an opportunity to cure the noncompliance."

John

John W. Giorgio, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 556 0007

D: (617) 654 1705

F: (617) 654 1735

C: (617) 785 0725

jgiorgio@k-plaw.com

www.k-plaw.com

LICENSE AGREEMENT
FOR USE OF TOWN PROPERTY AT SAQUATUCKET HARBOR
FOR WINTER BOAT STORAGE

This License Agreement is made and entered into on October ____, 2019 by and between the Town of Harwich, a municipal corporation having its principal office at 732 Main Street, Harwich, 02645 ("Licensor") and ALLEN HARVICH MARINE, a corporation with an address 335 Long County Rd Harwich Port MA ("Licensee").

The Licensor hereby licenses to the Licensee a portion of the town-owned parking lot at Saquatucket Harbor in Harwich Port designated as area () as shown on the attached plan for the purpose of storing boats from November 4, 2019 to May 20, 2020, and November 1, 2020 to May 20, 2021, and November 1, 2021 to May 20, 2022.

The Licensee shall pay to the Licensor as rent the following:

1. For the period November 4, 2019 to May 20, 2020 the amount of \$10,972.50.
2. For the period November 1, 2020 to May 20, 2021 the amount of \$10,972.50.
3. For the period November 1, 2021 to May 20, 2022 the amount of \$12,017.50.

The rent above shall be payable in one annual installment due on the first day of the license of each year.

The Licensee agrees to maintain the licensed premises in a neat and clean condition and to that end will inspect the area daily and remove therefrom any rubbish, debris, etc. which may accumulate, and promptly repair any damage thereto; will store the boats on the licensed premises in an orderly fashion and see to it that all equipment, including boat covers, which may be used in connection with storage of the boats, are properly kept and maintained.

Licensee agrees to maintain liability insurance against loss as a result of bodily injury or property damage occasioned by the use of the premises by the Licensee. Said insurance shall be in such form and with such companies as the Licensor approves and for the following amounts:

- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
- Pollution Liability (applicable if there is a pollution exposure) of at least \$1,000,000 Occurrence and \$3,000,000 General Aggregate. The Town should be named as an "Additional Insured".
- Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Town should be named as an Additional Insured.
- Marina liability for boat storage/repairs.

Licensee shall furnish a certificate of insurance naming the Town of Harwich (the Licensor) as an Additional Insured. Further, the Licensee agrees, notwithstanding said insurance, to indemnify and hold harmless the Licensor from any loss occasioned by the Licensee's use of the premises, including but not limited to, any loss occasioned by the presence upon or escape of hazardous waste or other substances from the premises. Throughout the term of this License, the Licensee shall furnish to the Licensor current certificates of insurance prior to the first day of the license each year.

Licensee shall not use the property for any unlawful or hazardous purpose or conduct its operations in a manner constituting a nuisance. No major boat or engine maintenance is allowed on premises.

Licensee shall not power wash boat hulls or sand/scrap the bottom paint of boats on the premises.

Licensor reserves the right to use the leased area of the parking lot from May 20th of each year until the first day of the license period specified above for the purposes for which the parking lot has been used in the past by the Town, and Licensee agrees to have all boats and appurtenant equipment and materials removed from the licensed area by May 20th and likewise agrees to refrain from moving any boats, materials or equipment onto the licensed area until after the first day of the license.

This License Agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this License Agreement shall not be binding upon either party, except to the extent incorporated herein.

The License shall not be sold, assigned or transferred without written consent of the Board of Selectmen.

The Town may cancel this license for the next year for any reason by giving written notice to the Licensee on or before May 20, 2020 or May 20, 2021, respectively. In addition, the Town may cancel this license at any time in the event the licensee fails to comply with any material terms of the license by giving the licensee 30 days written notice and an opportunity to cure the noncompliance.

Executed as a sealed instrument the day and year first above written.

FOR: Allen Harbor Marina Service
(Licensee)

FOR: Town of Harwich
(Licensor)

Craig LaBlanc
Authorized signature

Craig LaBlanc
Printed Name

10/8/19
Date

BOARD OF SELECTMEN

Date

TOWN OF HARWICH
LICENSE FOR USE OF TOWN PROPERTY AT SAQUATUCKET HARBOR
FOR WINTER BOAT STORAGE

The Town of Harwich is soliciting quotes from persons or firms interested in a three-year license for a parcel of town-owned land at Saquatucket Harbor for the purpose of winter boat storage. There are two separate parcels of land available for a three-year license as indicated in the attached site plan.

Please provide your quotes as outlined below and send to the Harbormaster via email at jrendon@town.harwich.ma.us or by mail at 715 Main Street, PO Box 207 Harwichport, MA 02646 no later than October 24, 2019 at 2:00pm. Based upon previous leases/licenses, the minimum price per square foot that the Town will accept is one dollar and five cents (\$1.05) for year one and two, one dollar and fifteen cents (\$1.15) for year three. The Town reserves the right to reject any or all proposals.

Winter Boat Storage

- Parcel (A, B): A
- Total Square Footage: 10,450
- Price per square foot: \$1.05 (YR 1+2) \$1.15 (YR 3)
- Total Cost: (words) THIRTY THREE THOUSAND NINE HUNDRED SIXTY TWO AND ^{50/100}Dollars
 (\$ 33,962.50)

Signature

Date



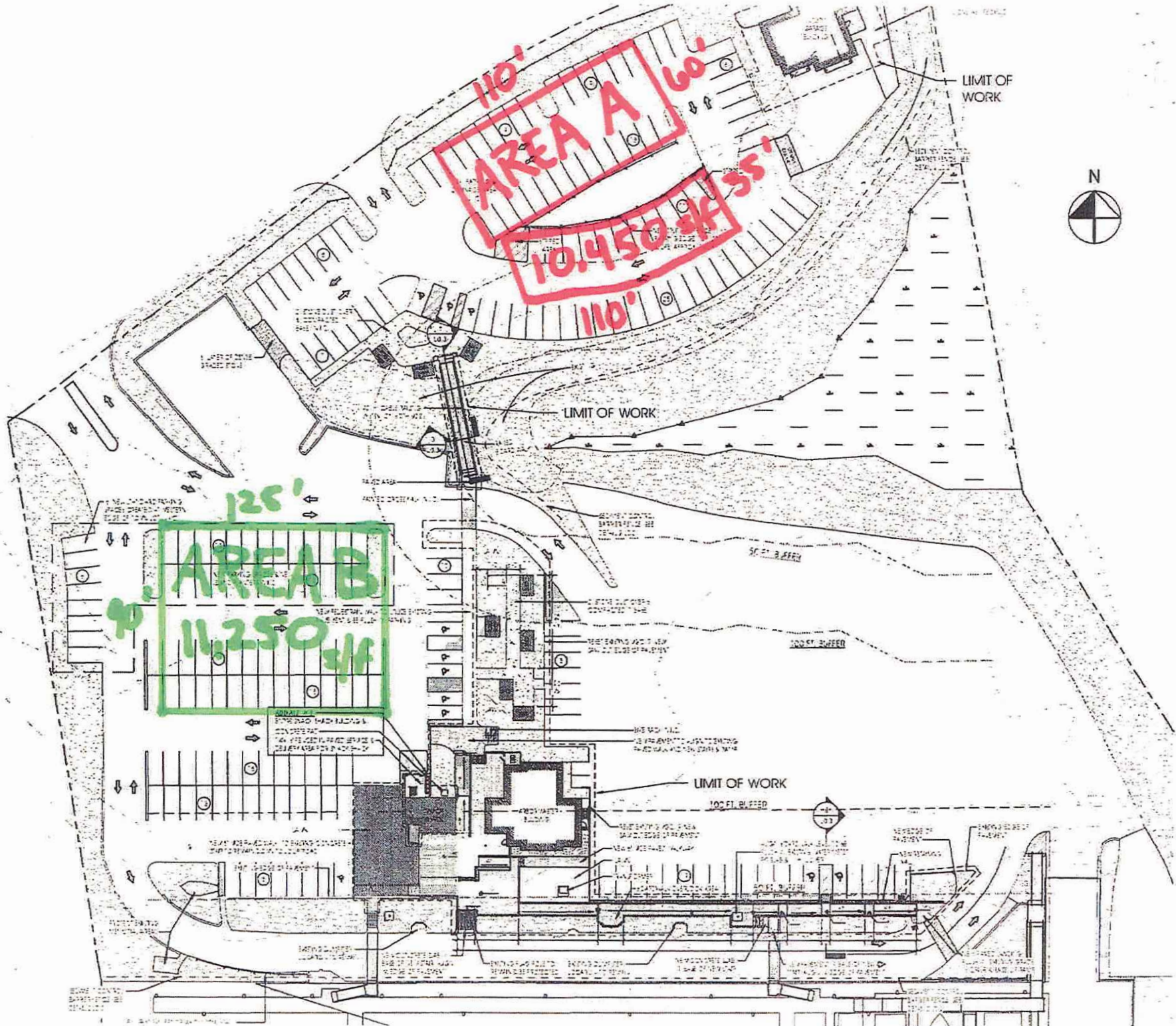
 10/8/19

Company Submitting Quote:

ALLEN HARBOR MARINE SERVICE (508) 432-0353

335 LOWER COUNTY ROAD (P.O. BOX 445) HARWICH PORT, MA 02646

EXISTING
 MODIFIED
 PROPOSED
 GENERAL NOTE



ES.
 V.L. 10/1/1980
 DRAWN BY
 ED. 10/1/1980
 CHECKED BY
 J. 10/1/1980
 APPROVED BY
 J. 10/1/1980

DETAIL

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FOR WINTER BOAT STORAGE

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Harwich Port ma 02646 ("Licensee").

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The Licensee shall pay to the Licensor as rent the following:

1. For the period November 4, 2019 to May 20, 2020 the amount of \$ 11,812.50.
2. For the period November 1, 2020 to May 20, 2021 the amount of \$ 11,812.50.
3. For the period November 1, 2021 to May 20, 2022 the amount of \$ 12,937.50.

The rent above shall be payable in one annual installment due on the first day of the license of each year.

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Licensee shall not use the property for any unlawful or hazardous purpose or conduct its operations in a manner constituting a nuisance. No major boat or engine maintenance is allowed on premises.

Licensee shall not power wash boat hulls or sand/scrap the bottom paint of boats on the premises.

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This License Agreement constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this License Agreement shall not be binding upon either party, except to the extent incorporated herein.


The License shall not be sold, assigned or transferred without written consent of the Board of Selectmen.

The Town may cancel this license for the next year for any reason by giving written notice to the Licensee on or before May 20, 2020 or May 20, 2021, respectively. In addition, the Town may cancel this license at any time in the event the licensee fails to comply with any material terms of the license by giving the licensee 30 days written notice and an opportunity to cure the noncompliance.

Executed as a sealed instrument the day and year first above written.

FOR: Harwich Port Boat Yard
(Licensee)

FOR: Town of Harwich
(Licensor)


Authorized signature
John D. Orr
Printed Name

10/24/19
Date

BOARD OF SELECTMEN

Date

TOWN OF HARWICH
LICENSE FOR USE OF TOWN PROPERTY AT SAQUATUCKET HARBOR
FOR WINTER BOAT STORAGE

The Town of Harwich is soliciting quotes from persons or firms interested in a three-year license for a parcel of town-owned land at Saquatucket Harbor for the purpose of winter boat storage. There are two separate parcels of land available for a three-year license as indicated in the attached site plan.

Please provide your quotes as outlined below and send to the Harbormaster via email at jrendon@town.harwich.ma.us or by mail at 715 Main Street, PO Box 207 Harwichport, MA 02646 no later than October 24, 2019 at 2:00pm. Based upon previous leases/licenses, the minimum price per square foot that the Town will accept is one dollar and five cents (\$1.05) for year one and two, one dollar and fifteen cents (\$1.15) for year three. The Town reserves the right to reject any or all proposals.

Winter Boat Storage

- Parcel (A, B): B
- Total Square Footage: 11,250 s.f.
- Price per square foot: \$1.05 (years one and two) \$1.15 year three
- Total Cost: (words) eleven thousand Eight hundred Twelve dollar. ⁵⁰/₁₀₀ Dollars
(\$ 11,812.50 year 1 & 2 year 3 \$12,937.50)

Signature

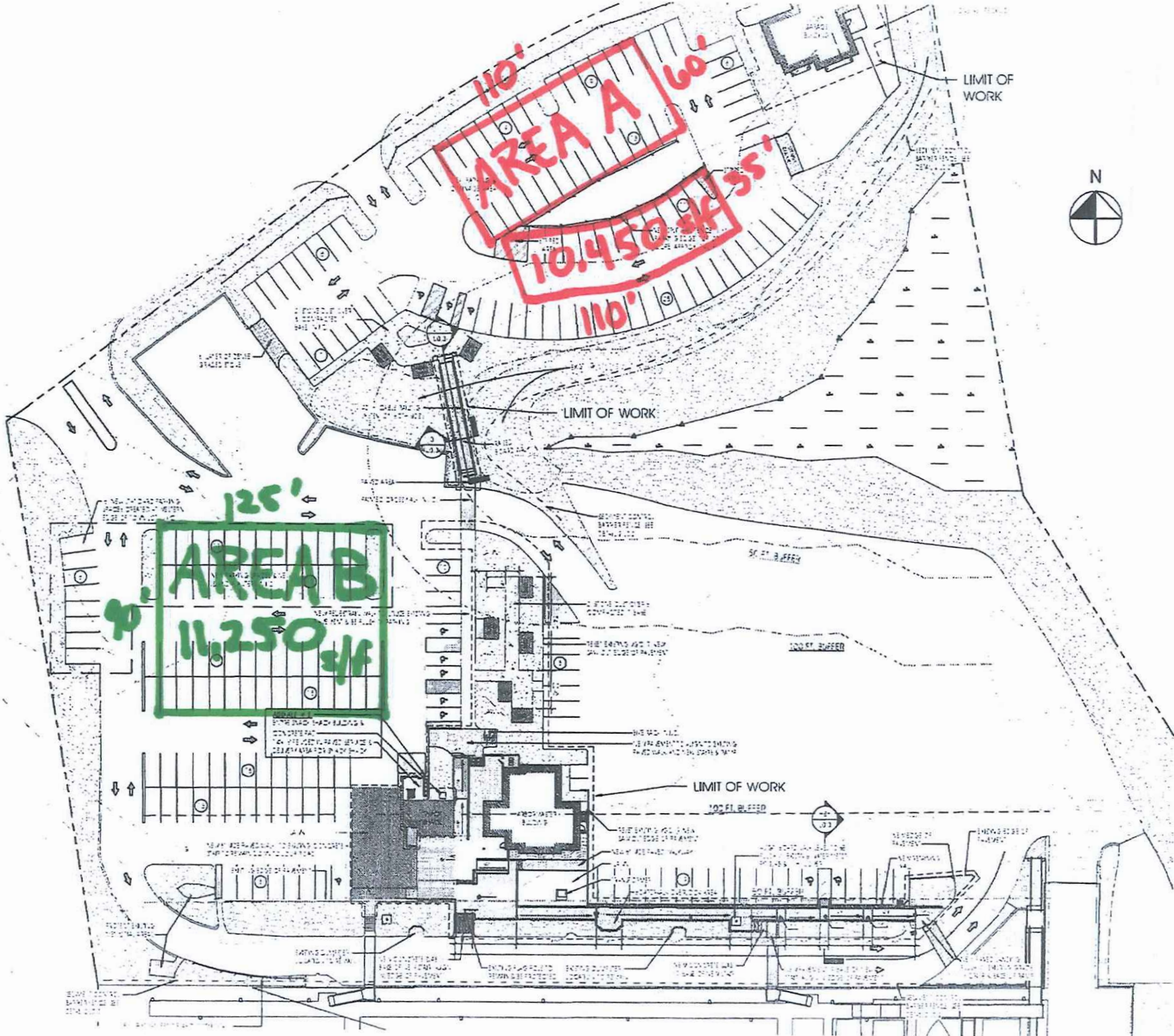
Date

 J. Rendon

 10/24/19

Company Submitting Quote:

 Harwich Port Boat Yard



1/4" = 10'-0" (VERTICAL)
 1/4" = 10'-0" (HORIZONTAL)

ES
 1/4" = 10'-0" (VERTICAL)
 1/4" = 10'-0" (HORIZONTAL)

DETAIL

OFFICE OF THE TOWN ADMINISTRATOR

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

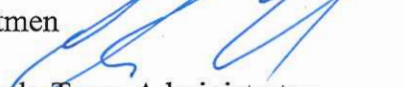
Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen 

FROM: Christopher Clark, Town Administrator

RE: Amendment for CPC Funds for the Harwich Community Playground

DATE: October 30, 2019

The Community Preservation Committee received an application from the Harwich PTO for the replacement of the Castle in the Clouds playground structure. The CPC Chair has indicated a concern that the PTO should not be the formal applicant. I concur with this observation as the Board of Selectmen own the property in which the school leases from the town. The Town and the Monomoy Regional School District School Committee has a formal agreement on the utilization of this area that allows for an upgrade to the facility to occur by mutual consent. I believe it would be more appropriate for the board of Selectmen to act as the primary applicant with CPC for the renovation and for the Monomoy Regional School District School Committee to act as co-applicant for this measure. The PTO's effort should be applauded and they should continue to work toward the successful completion of this project as it makes its way through the town's legislative system.

The formal vote would be for the Board of Selectmen to amend the Harwich Community Playground application before CPC to serve as the primary applicant for the project and responsible for the procurement. Further, it is acknowledged the Monomoy Regional School district school committee supports the application for the installation the Harwich community playground consistent with the application.

TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE
2019 CPA PROJECT FUNDING REQUEST APPLICATION
FISCAL YEAR 2020-2021

Submission Date: October 1, 2019

APPLICANT INFORMATION

Applicant: Harwich Elementary School Parent Teacher Organization

Town Committee, Board or Organization: Harwich Elementary School Parent Teacher Organization

Legal Mailing Address: 263 South Street, Harwich, MA 02645

Phone: 970-219-0866

Email Address: harwichpto@monomoy.edu

Project Manager: Justin Tavano

Legal Mailing Address: 500 Route 28, Harwich, MA 02646

Phone: 508-945-2324

Email Address: jttavano@gmail.com

Second Contact Person: Kathryn Cutter

Legal Mailing Address: 10 Charles Road, Harwich, MA 02645

Phone: 970-219-0866

Email Address: ktyemm@gmail.com

PROJECT INFORMATION

PROJECT TITLE: Harwich Community Playground

PROJECT AMOUNT REQUESTED: \$641,035.34

(\$681,034 Cost Estimate less \$39,998.66 in funds raised to date)

PROJECT DESCRIPTION:

The Harwich Community Playground is an allowable use of Community Preservation Act (CPA) funds in the category of active recreation fields, playgrounds, parks, and athletic fields. The Harwich Community Playground Project is an outdoor, land-based recreational project to create, rehabilitate, and replace "playground equipment and other capital improvements to the land or the facilities thereon to make them more functional for their intended recreational use." (CPA 2012 Amendment).

The current play structure at Harwich Elementary School is an aged wood structure that is in dire disrepair. The structure itself is prone to student accidents and injuries, lacks accessibility, and has poor

site lines. Although impressive in size and in community sentiment, it lacks the modern design standards needed for a play space in a 21st-century school.

The proposed playground is approximately 12,500 square feet and encompasses both the elementary school and preschool playgrounds. There is another associated 2,000 square feet of hard surface play (asphalt) and the entire playground is surrounded by lawn.

The concept behind this design is to create a universally accessible play space that meets all the safety and accessibility standards of a modern elementary school with a population of about 550 students. The playground itself will include a diverse mix of equipment from conventional swings and tire swings to spinners, nets, climbers, and mixed monkey bars. The preschool playground will include swings, an inclusive merry-go-round, playhouse, and shaded sand/water sensory space. Per code, the preschool playground will be fenced and gated. To encourage creative play, there will be a performance space with a stage, complete with musical instruments. Hard surface games such as tetherball, hopscotch, and a gaga pit wrap the outside edge of the space. The area around the playground will be graded flat and loamed and seeded to be used as a multipurpose area for soccer, football, and other yard games. The design maximizes play value with a diverse mix of equipment and spaces, giving many options to all students.

The entire playground will be surrounded by an accessible sidewalk connecting the space to the current school entrance. There will be an enhanced parking area with updated accessible spaces adjacent to the space for community visitors. The playground itself will have a poured-in-place rubber surface, which provides an accessible route to every piece of play equipment in the playground, particularly for both children and caregivers using wheelchairs, walkers, or other mobility aids. This surface also provides the safest landing plane and best attenuation from falls, limiting the risk of fractures and concussions. The surface requires little to no maintenance and has a life expectancy of more than 20 years.

A small outdoor classroom has been designed with a shade structure and furnishings to give teachers an opportunity to conduct classes and hold experiential learning exercises outside. This shaded outdoor area will also allow summer and weekend visitors a place to sit, picnic, or escape the sun.

Play pieces were selected that give all students the ability to play alongside each other, without constraints on accessibility for those who use a wheelchair, walker, or similar supports. Adaptive equipment and add-ons have been incorporated to the equipment to provide true universal accessibility throughout the entire play space.

The playground has been designed to give educators unobstructed sight lines throughout the site. All selected equipment is designed to not impede or obstruct views but rather to allow clear views through the equipment. Like the interior of schools, modern safety standards recommend that all exterior spaces close to schools to be free of hiding spaces and obstructions.

The entire concept has been developed with safety, accessibility, learning, and fun in mind. This space offers play value for the entire Harwich Elementary School student body, as well as the greater Harwich community, for years to come. Conceptual plans also include Phase 2 and Phase 3 for the replacement and renovation of basketball and Little League fields with the possible addition of pickleball courts. This application is for Phase 1 only, the Harwich Community Playground.

The Harwich Community Playground project meets the criteria that may be used to evaluate projects:

- **Urgency** - This project is an urgent community need due to the health and safety issues and lack of ADA compliance in the current preschool and Castle in the Clouds playground. The Playground Safety Audit completed in October 2018 by Playgrounds Inspections of New England cited notable hazards, which

included aging wood with substantial cracking, poor sight lines for supervision, head entrapment risks, poor traffic patterns not allowable today, tripping hazards, swings without a proper use zone, and health hazards in unreachable areas such as trash. In response to urgent safety concerns, the spiral slide, fire pole, and jungle gym were removed in cooperation with the Harwich Department of Public Works in December 2019. The audit recommends removal of both the preschool playground and Castle in the Clouds playground due to the serious hazards and non-compliance. The Harwich Health Department, Harwich Elementary School Nurse, and Harwich Fire Department cite the serious nature and frequency of wood splinters sustained by students and staff as a prominent public health concern. On Day 19 of this school year, 25 splinters had already been treated in the HES School Nurse's office, and 165 splinters were treated in the last school year.

The close location of the Castle in the Clouds structure to the rear of the school building limits access by emergency vehicles to the rear of the building and to the playground itself. Poor sight lines inhibit supervision and create hiding spaces, which are a public safety concern in light of hostile public threats. Poor lines of sight impede supervision of the schoolchildren and, along with splinters, topped the list of concerns in the Harwich Elementary School staff survey.

The pressure-treated wood used to build the Castle in the Clouds playground in 1994 contains chromated copper arsenate (CCA) and is noted as a human health concern by the Environmental Protection Agency, the Consumer Product Safety Commission, and even by the Harwich Fire Department (see Letter of Support).

In 1990, the Consumer Product Safety Commission published a paper on children's exposure to CCA from playing on pressure-treated wood playground equipment, finding that contact with such play structures increased children's exposure to arsenic (*CPSC 1990. Dislodgeable arsenic on playground equipment wood and the estimated risk of skin cancer [Memorandum]. In: Project Report: Playground Equipment—Transmittal of Estimate of Risk of Skin Cancer from Dislodgeable Arsenic on Pressure Treated Wood Playground Equipment (Tyrell EA, ed). Bethesda, MD:U.S. Consumer Product Safety Commission, 1–5.*). Consumer Product Safety Commission/EPA guidelines state "do not allow children to play in soil or other material under or near CCA-treated structures" because arsenic is a known poison/carcinogen.

In May 2001, the Cambridge City Council passed a resolution to "replace all existing City playground and park equipment constructed with CCA-treated wood with arsenic-free alternatives on an expedited, specific timetable"

(https://www.ceh.org/legacy/storage/documents/Arsenic_in_Play_Structures/LATE_LESSONS_FROM_PRESSURE_Treated_Wood-_pdf_hyperlink.pdf).

In 2002, New York State prohibited the use of wood treated with CCA in playgrounds on school property (http://www.p12.nysed.gov/facplan/Laws_Regs/CCA_letter_2002.html).

In both Canada and the United States, manufacturers of wood-treatment chemicals voluntarily agreed to cease use of CCA on lumber for nonindustrial purposes as of December 31, 2003 (<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC1392243/>).

Soil testing at Boston playgrounds in 2003 found CCA in the soil (http://archive.boston.com/news/local/articles/2003/11/01/arsenic_discovered_in_playground_soil_at_18_boston_sites/). The article notes that the city of Boston stopped installing playgrounds with CCA-treated wood in 2003.

Rainbow's End playground in Bridgewater was a wooden playground created by a community build in 1991, and in 2015 the town closed it due to concerns over CCA use and related health risks

<https://www.enterpriseneews.com/news/20181118/at-rainbows-end-playground-in-bridgewater-plot-of-mold-misery>).

In its Public Playground Safety Handbook, the Consumer Product Safety Commission notes that, "Since December 31, 2003, CCA-treated wood is no longer processed for use in playground applications"

<https://www.cpsc.gov/s3fs-public/325.pdf>).

"In April 2002, a lawsuit was brought on behalf of a 7-year-old child who was diagnosed with arsenic poisoning allegedly after getting a splinter from CCA-treated wood; the child now requires a liver transplant. On December 10, 2002, a Florida family whose daughter was born with birth defects allegedly caused by her mother's exposure to CCA-treated wood during her pregnancy sued the EPA to force a ban on the use of CCA-treated wood"

<https://corporate.findlaw.com/corporate-governance/cca-treated-wood-litigation-and-insurance-coverage-issues.html>).

- The project is consistent with Harwich's Local Comprehensive Plan and Open Space and Recreation Plan as outlined in the CPA Category section of this application below.
- Feasibility - The concept plan and project budget were developed by DeVellis Zrein Inc., a licensed Civil Engineering, Landscape Architecture, and Land Planning firm.
- Affordability - For comparison purposes, the Chatham Community Playground project submitted a grant application to the Town of Chatham Community Preservation Commission in early 2019. The CPA grant was awarded in the amount of \$295,000 and approved at Chatham Town Meeting in May 2019. Chatham Elementary School, where the Chatham Community playground is located, serves approximately 270 students during the school day/year. Harwich Elementary School, the location of the Harwich Community Playground, serves approximately 550 students during the school day/year. All play manufacturers selected for the Harwich Community Playground project are available from the state contract, and this list of vetted vendors provide quality equipment without exorbitant pricing. These vendors represent equipment that is appropriate for public institutions. The largest cost driver in this space is the poured-in-place surfacing. Although the upfront cost is significant, the lack of maintenance and replacement make it an attractive option for public institutions with limited maintenance abilities and budgets. The fact that the proposed play space is completely accessible removes the risk of complaints and litigation. The fall attenuation of poured-in-place surfacing also removes the risk of serious injuries. The cost of this play space is comparable to other play spaces at other institutions serving a similar size population. As the project moves into design, development, and construction, cost savings alternatives and initiatives will be implemented wherever possible. Examples of this are pricing comparable equipment from multiple manufacturers, looking to utilize volunteers, requesting donations of labor by local contractors, and support from town departments to assist in demo or landscaping, as well as solicitation of donations for shade structures, site furnishings, and the performance space.
- Serves a currently under-served population - The current preschool playground and Castle in the Clouds playground at Harwich Elementary School are not compliant with the American with Disabilities Act (ADA). The new proposed playgrounds, parking, and access walkways are ADA compliant and feature inclusive play experiences for all children. There are currently two students at Harwich Elementary School who are in wheelchairs and cannot access the existing play elements. Please see attached Letter of Support from the Cape Organization for the Rights of the Disabled (CORD).
- Preservation and use of Town assets - The Harwich Community Playground is located on Town-owned property under lease to the Monomoy Regional School District (see Attachment G). The current playgrounds represent a liability to the Town due to health and safety issues and lack of ADA

- compliance (Playground Safety Audit, October 2018 - Attachment B; Letters of Support- Attachment)).
- Availability of multiple sources of funding for increased financial leverage - The Harwich Elementary Parent Teacher Organization raised \$33,500 for the Project during the 2018-2019 school year, largely through its highly successful “Fun Run” fundraiser. PTO fundraising efforts are continuing and the Fun Run fundraiser is scheduled again for February 2020. Monomoy Regional School District has contributed \$2,100 for the playground safety audit completed in October 2018 by Playground Inspections of New England (Attachment B), as well as \$24,975 for the playground and recreational space design services by DeVellis Zrein Inc. In August 2015, a \$6,498.66 contribution was received from the original Castle in the Clouds committee and deposited by MRSD. Additional grant and funding sources are being researched by the Harwich Playground Committee. Monomoy Little League and Monomoy Youth Basketball have also pledged support via fundraising for this project. Local community donations will be sought in the form of services, labor, and materials for costs listed in the project budget, such as brick work, site furnishings, and landscaping. Local contractors will be used as appropriate.

A significant source of funding to the Town of Harwich is the Safe Routes to School Grant received by Harwich Elementary School and the Town in 2019. This grant is for sidewalk and intersection improvements to South Street, Main Street, and Sisson Road. The current estimate of this project cost and associated grant funding from the state is \$919,105.88. Improving pedestrian access to the school, playgrounds, and ball fields is the cornerstone of this project award. The successful application for the Safe Routes to School Grant by Harwich Elementary School (with the Town of Harwich as co-applicant) will bring needed safety and accessibility improvements to the area around the elementary school at no cost to the town (Attachment D).

ESTIMATED START DATE: July 2020

ESTIMATED COMPLETION DATE: November 2020

Three years from the release of funds (July 2020) funds may be rescinded automatically; waivers may be sought.

CPA CATEGORY

APPLICANTS PLEASE TAKE NOTE **please check boxes for all that apply**

- Open Space:** This application is for the “**acquisition, preservation, rehabilitation and/or preservation of open space**”.
- Historic:** This application is for the “**acquisition, preservation, rehabilitation and/or restoration of historic resources**”. Please provide the date on which
- the HDHC reviewed and endorsed this application.**
- Community Housing:** This application is for the “**acquisition, creation, preservation and/or support of community housing**”.
- Recreation:** This application is for the “**acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use**”.

How does this project fit into Harwich's Local Comprehensive Plan and/or other Plan?

This recreation project fits into the Town of Harwich Local Comprehensive Plan 2011, Harwich Open Space and Recreation Plan 2015, and the Mission Statement for the Recreation and Youth Department and Commission as follows:

Town of Harwich, Local Comprehensive Plan 2011

"We cannot fail to recognize, protect and enhance the vitality of our cultural, recreational and natural assets that are so essential to our residents, non-resident taxpayers, and seasonal guests alike." (Vision Statement, Town of Harwich Local Comprehensive Plan, April 26, 2011, page 1.)

Harwich Open Space and Recreation Plan 2015

Goal IX Preserve and Enhance Opportunities for Passive and Active Recreation to Meet the Needs of Both Residents and Visitors

Objective 1. Maintain and improve existing recreation facilities.

Objective 2. Pursue opportunities for new recreation facilities to meet the needs of the community. (Harwich Open Space and Recreation Plan 2015, page 68)

Mission Statement, The Recreation and Youth Department and Commission

The Recreation and Youth Department and Commission are dedicated to the following continuing commitments: improve the accessibility, playability, and esthetics of all parks, fields, and beaches under this jurisdiction

To provide the Town of Harwich with a highly trained and professional beach staff ensuring the safety of residents and visitors when using the town's public beaches

To enhance the quality of life for the residents of the Town of Harwich by providing a wide range of recreational and leisure activities reflecting the full age range of the community

To offer healthy opportunities to develop physically, mentally and emotionally, from youth, to adulthood, and throughout a lifetime (<https://www.harwich-ma.gov/recreation>)

How does this project benefit the citizens of Harwich? If appropriate, has the application sought public opinion or input? If not, why?

The Harwich Community Playground project benefits the citizens of Harwich in multiple ways:

- The primary beneficiaries of this project are the children of Harwich. As one of the largest elementary schools on Cape Cod, approximately 550 elementary school children play on this playground and recreational fields every school day, weather permitting.
- The playground will be an inclusive play space and compliant with the American with Disabilities Act (ADA) and also include multi-sensory play experiences including movement, sensory experiences, music, passive spaces, group games, and outdoor classroom options.
- Harwich families enjoy the playground year round, every day of the week.
- Summer residents and tourists seek out the playground as a recreational space. Visitors to our town bring income to the local Harwich businesses. The play area at Harwich

Elementary School is used during the day by students, and in the afternoons, weekends, and school breaks by residents, visitors, and more.

Public opinion and input has been sought and received through diverse vested parties as follows:

- The Harwich Community Playground Committee (HCPC) was formed in 2018 to provide input and guidance on the Project. The HCPC members (Attachment E) represent interested parties including: HES PTO; HES parents; Harwich Recreation Department; Harwich Police Department; Harwich Fire Department; Monomoy Little League; Monomoy Youth Hoops; MRSD School Committee; and MRSD facility personnel, teachers, and administrators. The HCPC representatives solicited input from their associated organizations and groups, which was represented in the design features of the playground in multiple sessions with DeVellis Zrein. Many of the members are also “First Generation Castle in the Clouds Children” who were Harwich youth at the time of the 1994 construction.
- Students provided input on the features of the playground, including the letters from current fourth-grade students (Attachment F).
- The Harwich Elementary School staff was surveyed in April 2019, about “what works and does not work” with the current preschool playground and Castle in the Clouds playground. This input was provided in the playground design process.
- Parent input on this playground project has been solicited through the HES PTO, HES School Council, Harwich Community Playground Committee parent representatives, communications through HES Happenings electronic newsletter, and the HES PTO fundraisers.
- Input was sought from the original Castle in the Clouds committee. On January 23, 2019, members of the HCPC met with Donald Howell to learn more about the legacy of the project. An invitation to all of the original committee members to join the HCPC was extended at that time via Mr. Howell.
- Input has been sought from the Town of Harwich Recreation and Youth Commission, the Town of Harwich Planning Department, and the Town of Harwich Health Department. Please see Letters of Support in Attachment C.
- Letters of Support for the Harwich Community Playground project have been submitted from a wide range of organizations and individuals, including:
 - Cape Organization for the Rights of the Disabled
 - Brooks Free Library
 - Harwich Board of Health
 - Harwich Council on Aging
 - Harwich Fire Department
 - Harwich Recreation and Youth Department, Park, Beach & Commission
 - Harwich Town Planner Charleen Greenhalgh
 - Harwich Elementary School Nurse Holly Tavano

- Harwich Elementary School parent Sue Winkfield
- Harwich Elementary School parent Melissa de la Vega
- Harwich Elementary School Physical Education Teacher Marcus de la Vega
- Harwich Elementary School Principal Mary Oldach
- Harwich Police Department
- Harwich resident Jeffrey Press
- Harwich Youth & Family Services
- HES School Council member Karen Booth
- HES School Council member Shannon Reeves
- Massachusetts Audubon
- Monomoy Early Childhood Council
- Monomoy Little League
- Monomoy Travel Basketball
- Monomoy Regional School Committee Vice Chair Tina Games
- Monomoy Regional School District Business Manager Kathleen Iernio
- Monomoy Regional School District Superintendent Dr. Scott Carpenter

Please list other Commissions/Boards/Committees/Organizations that may have involvement, jurisdiction, partnering:

| <u>Commissions/Boards/Committees/Organizations</u> | Please have them initial here after their review |
|--|--|
| Harwich Fire Department | [initials] - Chief |
| Harwich Police Dept. | [initials] - Chief |
| Monomoy Regional School District | [initials] - Business Manager |
| Monomoy Regional School Committee | [initials] Chair |
| Harwich Youth Family Services | [initials] Director/Liaison |
| Harwich Health Department | [initials] Director |
| Monomoy Little League | [initials] President |
| Monomoy Travel Basketball | [initials] Director |
| Harwich Elementary School | [initials] Principal |

Describe their response, or provided written comments/input:

Please see Letters of Support (Attachment C) from the above entities and other vested community partners.

PROJECT BUDGET: Attach a dated and detailed line item project budget estimate for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance.

Please see Attachment A for the Project Cost Estimate. Maintenance for the playgrounds is provided by Facilities Department of the Monomoy Regional School District (MRSD) and is funded through the MRSD General Fund.

The playgrounds are located on Town-owned land under lease to the Monomoy Regional School District. Please see Attachment G for the lease and details of the Exclusive Use Line.

COST ESTIMATE(S):

\$681,034 — Harwich Community Playground

Attach cost estimates or firm quotes (if available) for all projects.

Please see Attachment A.

LAND and/or BUILDING ACQUISITION PROJECTS: The following **must** also be submitted, as applicable:

- Surveys and/or plot plans for the property
- Appraisals and agreements, if available.
- Name of present owner and attach copy of deed conveying property unto present owner.
- Property address, Harwich Assessor's property identification (Map#, Parcel #).
- For proposed Open Space land purchases, be prepared to discuss public access with the Committee.

**Signature – Larry Ballantine, Chairman
Harwich Board of Selectmen**

Printed Name: Larry Ballantine

Date _____

Intermunicipal Agreement
Between
The Town of Harwich and Monomoy Regional School District
for Designation of Exclusive Use Line between Harwich Elementary and the
Cultural Center

This Intermunicipal Agreement ("IMA") is entered into this ___ day of December, 2018, between the Towns of Harwich and Monomoy Regional School District, acting through their respective Boards pursuant to G. L. c. 40, Sec. 4A.

1. Purpose

This IMA establishes the terms under which the Town of Harwich (hereinafter "Harwich") and Monomoy Regional School District (hereinafter "Monomoy") will undertake the Exclusive Use Line (hereinafter "Line") between Harwich Elementary School in use by Monomoy Regional School District and the Town of Harwich Board of Selectmen for the purpose of finalizing the transfer of the former Middle School now Cultural Center by establishing an Exclusive Use Line within the property of the two facilities and associated grounds.

2. Commitments

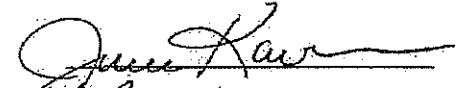
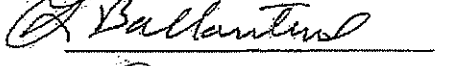
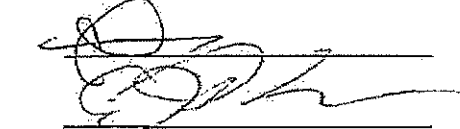
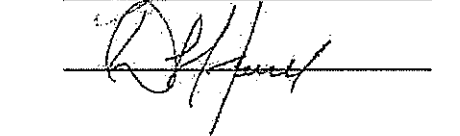
The participating Entities agree as follows:

- a. The Line is to be used to designate use only and is not to be intended to be used as a property boundary for ownership purposes. The Line is displayed on Exhibit A attached to this agreement.
- b. Monomoy agrees to maintain and improve as necessary the Harwich Elementary side of the grounds consistent with the Regional Agreement through its Superintendent.
- c. Harwich agrees to maintain and improve as necessary the Cultural Center (former Middle School) side of the grounds consistent with other property under jurisdiction of the Board of Selectmen as administered by the Town Administrator.
- d. Nothing in this agreement shall prohibit Monomoy or Harwich from working together to allow each other use of property (Elementary School Athletic Programs) and/or improve grounds or structures (Castle in the Clouds, Playground Areas or Ball Fields) if by mutual consent both parties agree or their respective designees agree.
- e. Monomoy shall have peaceful and quiet use of the fields on the Harwich side exclusively during School Hours for student use to facilitate the education program of students. Harwich shall not schedule events on the fields during normal School Hours.
- f. Each entity understands that said funding of elements of this agreement are subject to appropriation by town meeting.


3. Term of Agreement

- a. This IMA shall commence upon July 1, 2019 or by whichever is earlier execution by participating Entities and shall expire on June 30, 2024.
- b. The participating Entities may mutually agree to terminate this IMA prior to the date of expiration or to extend the IMA beyond the date of expiration.

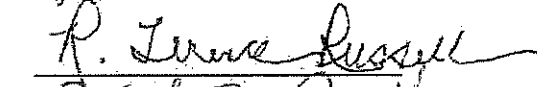

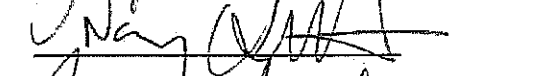
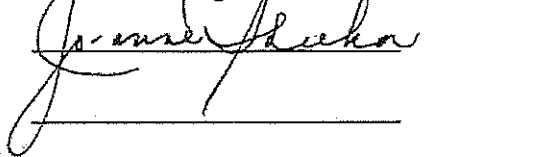
Town of Harwich
By its Board of Selectmen


Town Administrator


Date 12/11/2018

Monomoy Regional School District
By its School Committee

Superintendent of Schools


Date 10/21/19

OWNER/PETITIONER--
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA 02645

LOCUS ADDRESS--
263 SOUTH STREET

FOR REGISTRY USE ONLY

DEED REFERENCE--
BK. 837 PG. 335

PLAN REFERENCE--
PLBK. 070 PG. 125
PLBK. 108 PG. 153

GROSS AREA--
805,582 +/- SQ. FT.
18.49 +/- ACRES

APPROVAL NOT REQUIRED UNDER
THE SUBDIVISION CONTROL LAW

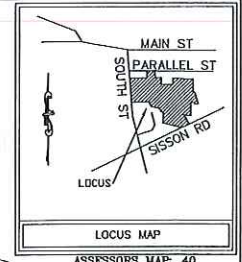
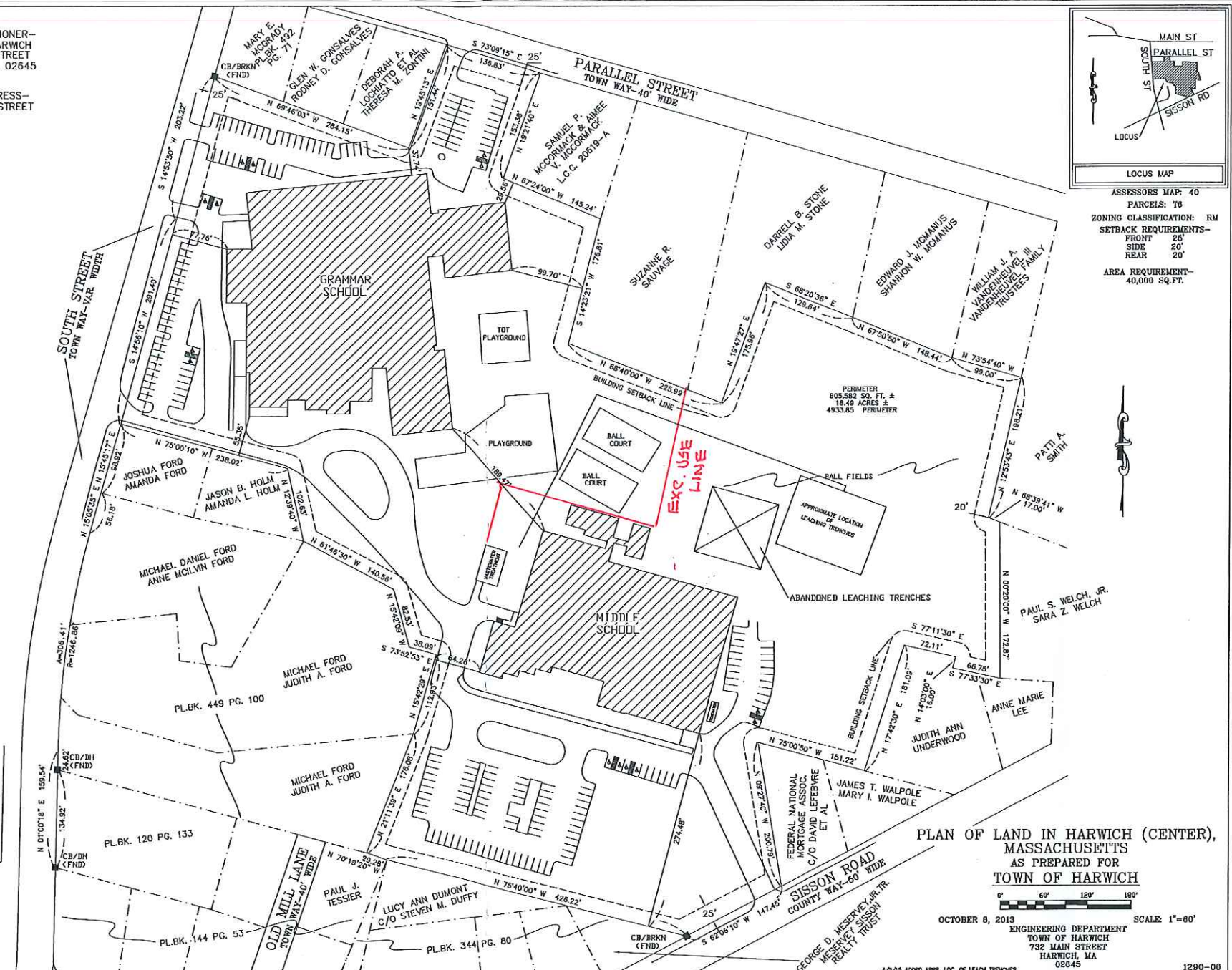
APPLICATION DATE _____

ENDORSED DATE _____

HARWICH PLANNING BOARD
NO DETERMINATION OF COMPLIANCE WITH ZONING
REQUIREMENTS HAS BEEN MADE OR IS INTENDED

I CERTIFY THAT THIS PLAN CONFORMS TO THE
1976 RULES AND REGULATIONS OF THE REGISTERS
OF DEEDS.

DATE _____ PROFESSIONAL LAND SURVEYOR



PLAN OF LAND IN HARWICH (CENTER),
MASSACHUSETTS
AS PREPARED FOR
TOWN OF HARWICH

OCTOBER 8, 2013 SCALE: 1"=60'

ENGINEERING DEPARTMENT
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA
02645

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



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

732 MAIN STREET, HARWICH, MA

MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, 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 for procurement of Road Salt to
Champion Road Salt, LLC

DATE: October 28, 2019

Enclosed with this memo is a contract to be awarded for the procurement of road salt for FY 2020. The contractor under this agreement is Champion Road Salt, LLC.

The Town of Plymouth, acting as a regional procurement cooperative, managed the bid process on our behalf as they have done in years past for this purpose. The relevant bid documents are included in this packet and follow the contract language.

The Town Accountant has determined the following (and noted the same on the contract signature page) for funding "\$53.80 per ton, up to 2,000 tons, \$400,000.00 is designated in Free Cash to support Snow & Ice budget".

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 Champion Road Salt, LLC and sign the attached contract documents.

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 Champion Salt, LLC, with an address of 2451 Schuete Road, Maryland Heights, MO, hereinafter referred to as "Contractor", effective as of the 28th day of October, 2019. 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 road salt, including the technical specifications set forth in Attachment 1.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing October 28, 2019 through September 30, 2020.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$53.89 per ton. The Contractor shall submit monthly invoices to the Town for services rendered by electronic mail to DPWbilling@comcast.net, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

| Town of Plymouth - Regional Salt Bid Results | | | | | | | | |
|--|-----------|-------------------------|---------------------|-----------------------|-----------------------|---|----------------------|--------------------|
| Bid # 21929 | | | September 12, 2019 | | | | | |
| Road Salt | | | | | | | | |
| Towns | Est. Amt. | All State Asphalt, Inc. | Champion Salt LLC | Eastern Minerals Inc. | Evolution Liquids LLC | Innovative Municipal Products (us) Inc. | Morton Salt, Inc. | Safe Road Services |
| Abington | 4000 | No Bid | \$50.29 | \$48.60 | No Bid | No Bid | \$47.35 | No Bid |
| Barnstable | 8000 | No Bid | \$50.54 | \$52.00 | No Bid | No Bid | \$49.97 | No Bid |
| Bourne | 4000 | No Bid | \$52.12 | \$52.00 | No Bid | No Bid | \$50.95 | No Bid |
| Brewster | 2000 | No Bid | \$53.35 | \$56.00 | No Bid | No Bid | \$53.27 | No Bid |
| Bridgewater | 300 | No Bid | \$50.37 | \$53.00 | No Bid | No Bid | \$54.04 | No Bid |
| Carver | 500 | No Bid | \$51.00 | \$50.00 | No Bid | No Bid | \$49.38 | No Bid |
| Chatham | 1000 | No Bid | \$56.89 | \$56.46 | No Bid | No Bid | \$62.38 | No Bid |
| Cohasset | 1000 | No Bid | \$56.95 | \$48.45 | No Bid | No Bid | \$47.36 | No Bid |
| Dennis | 500 | No Bid | \$52.91 | \$54.00 | No Bid | No Bid | \$60.94 | No Bid |
| Easton | 3000 | No Bid | \$48.41 | \$48.62 | No Bid | No Bid | \$48.20 | No Bid |
| Edgartown (Del.) Picked up | 700 | No Bid No Bid | \$175.00 \$65.00 | No Bid No Bid | No Bid No Bid | No Bid No Bid | \$200.35 \$200.35 | No Bid No Bid |
| Falmouth | 6000 | No Bid | \$51.77 | \$52.29 | No Bid | No Bid | \$51.54 | No Bid |
| Halifax | 2000 | No Bid | \$51.17 | \$48.31 | No Bid | No Bid | \$47.04 | No Bid |
| Harwich | 2000 | No Bid | \$53.89 | \$54.00 | No Bid | No Bid | \$62.27 | No Bid |
| Hull | 2000 | No Bid | \$53.71 | \$48.45 | No Bid | No Bid | \$46.20 | No Bid |
| Kingston | 6000 | No Bid | \$51.49 | \$50.00 | No Bid | No Bid | \$50.72 | No Bid |
| Lakeville | 2000 | No Bid | \$49.91 | \$49.00 | No Bid | No Bid | \$49.38 | No Bid |
| Marion | 350 | No Bid | \$51.49 | \$53.00 | No Bid | No Bid | \$51.80 | No Bid |
| Marshfield | 4000 | No Bid | \$51.21 | \$50.00 | No Bid | No Bid | \$49.20 | No Bid |
| Mashpee | 3000 | No Bid | \$53.99 | \$52.80 | No Bid | No Bid | \$59.47 | No Bid |
| Mattapoisett | 600 | No Bid | \$49.03 | \$53.00 | No Bid | No Bid | \$58.66 | No Bid |
| Middleborough | 4000 | No Bid | \$49.04 | \$48.75 | No Bid | No Bid | \$48.38 | No Bid |
| Orleans | 800 | No Bid | \$55.30 | \$55.75 | No Bid | No Bid | \$63.97 | No Bid |
| Pembroke | 10000 | No Bid | \$50.94 | \$50.00 | No Bid | No Bid | \$49.20 | No Bid |
| Plymouth | 10000 | No Bid | \$48.76 | \$48.92 | No Bid | No Bid | \$48.38 | No Bid |
| Plympton | 800 | No Bid | \$50.01 | \$50.50 | No Bid | No Bid | \$47.72 | No Bid |
| Rochester | 1500 | No Bid | \$50.85 | \$50.00 | No Bid | No Bid | \$49.95 | No Bid |
| Rockland | 2500 | No Bid | \$50.49 | \$48.00 | No Bid | No Bid | \$48.36 | No Bid |
| Sandwich | 5000 | No Bid | \$52.37 | \$52.37 | No Bid | No Bid | \$51.64 | No Bid |
| Truro | 150 | No Bid | \$58.61 | \$62.00 | No Bid | No Bid | \$56.13 | No Bid |
| Wareham | 3500 | No Bid | \$52.50 | \$50.00 | No Bid | No Bid | \$49.95 | No Bid |
| Wellfleet | 600 | No Bid | \$56.89 | \$57.97 | No Bid | No Bid | \$64.79 | No Bid |
| Whitman | 2500 | No Bid | \$50.89 | \$48.48 | No Bid | No Bid | \$48.36 | No Bid |
| Yarmouth | 2000 | No Bid | \$54.31 | \$54.00 | No Bid | No Bid | \$60.54 | No Bid |

BID 21929 REGIONAL ROAD SALT
Bidders Contact List

All States Asphalt, Inc.

Alan L. Chicoine, Vice President
325 Amherst Rd, PO Box 91
Sunderland, MA 01375
413-665-7021
413-665-9027F
asphalt@asmg.com

Champion Salt LLC

Lisa L. Myers, CFO
2451 Schuete Rd
Maryland Heights, MO 63043
636-484-0256
lmyers@cpa.com

Eastern Minerals Inc.

Donna G. Capillo, Asst. Corporate Secretary
134 Middle Street, Suite 210
Lowell, MA 01852
978-458-6420
978-251-8244F
info@easternminerals.com

Evolution Liquid LLC

Paul G. Brown, Co-Owner
120 Cedar Street
Canton, MA 02021
617-285-9924
781-828-5222F
Paul.brown@evolutionliquid.com

Innovative Surface Solutions

Syed Ali, Bid Manager
454 River Road
Glenmont, NY 12077
518-729-4319
518-729-5181
bids@innovativecompany.com

Morton Salt, Inc.

Anthony T. Patton, Director
Leanne Miller, Manager
444 West Lake Street, Suite 3000
Chicago, IL 60606
855-665-4540
630-214-0725F
buyroadsalt@mortonsalt.com

Safe Road Services

Kevin T. Barrett
3 McKinley Rd
Franklin, MA 02038
508-364-1739
508-541-3121F
saferoadservices@comcast.net

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND
GEI CONSULTANTS, INC.
FOR ALLEN HARBOR JETTY REHABILITATION PROJECT**

THIS AGREEMENT made this ____ day of October, 2019 between GEI Consultants, Inc., with a usual place of business at 124 Grove Street, Suite 300, Franklin, MA 02038-3156, hereinafter called the "ENGINEER," and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the "TOWN."

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work and furnish all services necessary to provide the Town with engineering services associated with site investigation, design and permitting for Allen Harbor Jetty Rehabilitation Project, as set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$57,000.00, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$57,000.00 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

- A. This Agreement shall commence on October 30, 2019, and shall expire on October 30, 2020, unless terminated sooner in accordance with this Agreement.
- B. Progress and Completion: ENGINEER 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 completion in a timely manner.

4. Performance of the Work

The ENGINEER 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 engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN 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 ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an hourly basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

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

9. 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.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, to the extent arising out of the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this Agreement in a minimum amount of \$1,000,000.00 per claim with a \$3,000,000 Aggregate.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and

shall continue such insurance in full force and effect during the term of the Agreement.

- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain the following insurance coverages:
- General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability with a \$3,000,000 Annual Aggregate Limit. The Town should be named as an "Additional Insured".
 - Automobile Liability (applicable for any automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage Combined Single Limit per accident. The Town should be named as an "Additional Insured".
 - Umbrella Liability of at least \$2,000,000 per occurrence with a \$2,000,000 Annual Aggregate. The Town should be named as an "Additional Insured".
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.

12. 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.

13. 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 TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed

in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

GEI CONSULTANTS, INC.

TOWN OF HARWICH
by its Board of Selectmen Over \$25,000

By: R. J. Titmus

Name: RUSSEN J. TITMUS
Type or Print

Title: VICE PRESIDENT

by its Town Administrator Under \$25,000

Town Administrator

Approved as to Availability of Funds:

Finance Director

(\$ _____)
Contract Sum

EXHIBIT A

Scope of Services

Based on the Project Understanding and Project Approach provided in the September 11, 2019 letter addressed to Mr. John Rendon authored by GEI Consultants, Inc. (the “ENGINEER”) RE: Allen Harbor Jetty Rehabilitation, the ENGINEER has developed the following detailed Scope of Work.

This Scope of Services is based on the following assumptions:

- Town to provide copies of available information
- Existing geotechnical information will be sufficient for design.
- Existing structure is licensed and authorized
- Sediment sampling and testing will be as required for WQC
- Jetty repair design required will be in the historic footprint with minimal encroachment into the resource areas.
- Because the applicant is a municipality, no filing fees will be required and all locally required advertisements will be placed by Town.
- Town to provide Assessors maps and Abutter information.
- Town will be responsible for coordinating all internal reviews.
- Construction drawings will include technical specifications

Task 1- Site Investigation and review of Existing information

- Meet with Town to review project scope and schedule
- Perform site inspection and survey of jetty current conditions
- Perform topographic survey of jetty and beach for 50 feet each side
- Summarize environmental data including tidal range, wind and wave conditions, etc.
- Perform wave analysis on outshore jetty
- Prepare memorandum of findings
- Perform beach sampling and grain size testing for WQC submission (Testing included for up to 6 samples).
- Prepare existing conditions site plan
- Submit to Town for review and comment

Task 2 – Concept Design

- Prepare up to three alternatives for rehabilitation of the jetty which could include some or a combination of the following:
 - Reset armor stone to existing footprint
 - Reset armor stone and raise crest
 - Reset armor stone and construct barrier wall
 - Bypass sand to downdrift beaches
- Prepare review and comparison of alternatives including:
 - Construction cost
 - Anticipated life
 - Scope and frequency of maintenance and anticipated costs

- Regulatory impacts
- Prepare letter report summarizing findings
- Submit to Town for review and comment
- Meet with Town to review findings and confirm preferred alternative

Task 3 – Preliminary Design

Based on Town approved preferred concept alternative:

- Prepare preliminary design of jetty reconstruction, improvements and repairs
- Specific tasks to include:
 - Perform analysis on wave run-up and overtopping
 - Review ability to reset armor stone
 - Perform analysis on outshore jetty to confirm armor stone size
 - Reconstruction of the jetty to allow placement of geotextile, addition of properly sized underlayer as required
 - Confirm size/resetting of existing armor stone with increased height.
- Prepare preliminary construction cost estimate
- Submit preliminary design drawing to Town for review and comment.
- Meet with Town to review preliminary design and schedule for permitting
- Incorporate changes as required

Task 4 – Regulatory Submittals (Based on approved plan)

- Prepare project narrative
- Prepare and file
 - MEPA ENF Filing (1 site meeting)
 - Notice of Intent with Town of Harwich Conservation Commission (2 meeting)
 - Joint DEP Chapter 91 / DEP WQC Filing
 - USACE PCN with supporting information
 - CZM consistency as required
 - Other supporting information and documents including:
 - Abutter notifications by GEI
 - Advertising by Town
 - Record all required documents at the County Registry of Deeds by GEI.

Task 5 – Final Design and Construction Documents

- Based on approved layouts, prepare final design of rehabilitated jetty
- Prepare drawings suitable for construction incorporating technical specifications.
- Prepare drawing to 90% complete and submit 2 copies to Town for review and comment.
- Develop estimate of probable construction cost
- Incorporate final comments and changes and create final construction documents
- Provide one reproducible copy and CD with all documents in electronic format.



EXHIBIT B

EFFECTIVE January 2019

| <u>POSITION</u> | <u>NAME</u> | <u>RATE</u> |
|---|-------------------------------|-------------|
| ADMINISTRATIVE ASSISTANT | Carol McGillivray | \$ 100.00 |
| SENIOR TECHNICIAN | Jamison Fitzgerald | \$ 95.00 |
| WATERFRONT ENGINEER/DIVER-Grade 1 | Frederick Hanna | \$ 95.00 |
| WATERFRONT ENGINEER/DIVER-Grade 1 | Andrew Cameron | \$ 95.00 |
| WATERFRONT ENGINEER/DIVER-Grade 1 | Moritz Schelp | \$ 95.00 |
| WATERFRONT ENGINEER-Grade 1 | Ryan Jones | \$100.00 |
| WATERFRONT ENGINEER/DIVER-Grade 2 | Steve Hennessy | \$105.00 |
| WATERFRONT ENGINEER/DIVER-Grade 3 | Christopher Bradford | \$120.00 |
| WATERFRONT ENGINEER/DIVER-Grade 3 | Andrew Gradeski | \$130.00 |
| SR. WATERFRONT ENGINEER-Grade 4 | Blake A. Peters | \$135.00 |
| ENVIRONMENTAL SPECIALIST/ MARINE BIOLOGIST – Grade 4 | Alyssa Richard | \$140.00 |
| SENIOR PROFESSIONAL-Grade 6 | Bradford Saunders | \$145.00 |
| SR. WATERFRONT ENGINEER/DIVER-Grade 4 | Kevin Buruchian | \$145.00 |
| SR. PROJECT ENGINEER/DIVER-Grade 6 | Alan D. Pepin, PE | \$167.00 |
| SR. PROJECT MANAGER-Grade 7 | Russell J. Titmuss, PE, CEng. | \$220.00 |
| VICE PRESIDENT/PRINCIPAL-Grade 8 | Ronald R. Bourne, PE | \$265.00 |
| SENIOR CONSULTANT-Grade 8 | Varoujan Hagopian, PE, F.ASCE | \$265.00 |

| <u>EXPENSES</u> | <u>RATE</u> |
|---|--------------|
| Mileage | \$ 0.58/mile |
| 14 ft Jon Boat | \$ 25.00/day |
| 18 ft Boat (w/motor) | \$250.00/day |
| Fathometer | \$350.00/day |
| Sub-Foot GPS | \$250.00/day |
| Survey Equipment –Total Station/Level | \$ 35.00/day |
| Ultrasonic Thickness Measurement | \$150.00/day |
| Weld Testing - Magnetic Particle | \$ 50.00/day |
| Coating Thickness Testing Equipment | \$ 50.00/day |
| Coring Equipment - Compressor w/ accessories | \$100.00/day |
| Soil Sample Augers | \$100.00/day |
| Field Expendables (rulers, lights, batteries, etc.) | \$ 25.00/day |
| Diving – Dive Team Scuba Equipment | \$650.00/day |
| Dive Support Vehicle - plus mileage | \$500.00/day |
| Field Investigation Support Vehicle - plus mileage | \$250.00/day |

, coterminous with the contract agreement,

All Other Expenses at Cost plus a 5% service charge

Rates are subject to review and change on an annual basis with an increase limit of 5% per year.

PAYMENT TERMS

~~Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).~~

~~Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.~~

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


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

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Assistant  Town Administrator

CC: Christopher Clark

RE: Paperwork for FEMA reimbursement of funds relative to Hurricane Sandy

DATE: November 4, 2019

Retired Deputy Police Chief Tom Gagnon forwarded materials he had received from MEMA on October 23, 2019 concerning reimbursement of funds expended by the Town in response to Hurricane Sandy in 2012.

The reimbursement is for funds expended relative to debris removal following the storm event. The Town accounted for total debris removal costs of \$62,487.32 and has received a contract (enclosed) for 75% of those costs or \$46,865.49.

Based on files in the Administration Department, the Town also applied in 2013 for reimbursement of costs related to emergency measures. However, there is no information regarding approval of those costs or reimbursements having been received for that application. It is possible the Town may receive information in the future regarding a reimbursement decision for emergency measures.

In the meantime, I recommend the following:

RECOMMENDATION: That the Board accept the award of FEMA reimbursement funds totaling \$46,865.49 and authorize the Chair to sign the appropriate and necessary paperwork to access said funds.



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Charles D. Baker
Governor

Samantha C. Phillips
Director

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco III
Secretary

October 22, 2019

Thomas Gagnon, Deputy Chief of Police
HARWICH (TOWN OF)
732 Main St.
Harwich, MA 2645

RE: FEMA-4097-DR-MA Hurricane Sandy

Dear Deputy Chief Gagnon:

Enclosed please find the following forms for the federal share of reimbursement under FEMA-4097-DR-MA associated with the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program:

- Contractor Authorized Signatory Listing (CASL) (if applicable)
- Standard Contract Package
 - State Standard Contract Form
 - Attachment A
 - P2 – Project Application Grant Report & PW
 - Project Worksheet FEMA Form 90-91 Subgrant Application
 - Standard Contract Instructions
- P4 – Project Completion & Certification Report
- Summary Sheet for Assurances & Certifications (if not already on file)
- Federal Funding Accounting and Transparency Act Form (FFATA) (if applicable)
- Sub-recipient Pre-Award Risk Assessment Questionnaire (If not already on file)

Please review all information on these forms for accuracy and applicability. Once you have reviewed these documents, please complete and have the Authorized Signatory representing your community or organization sign in the appropriate spaces provided as outlined in the attached **INSTRUCTION SHEET**.

For your records, please make copies of all documents you sign, as MEMA needs all originals from this Package returned.

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

In accordance with 44 CFR, Section 206.206 applicants to the FEMA PA program have the right to appeal any decision or determination regarding a PA application for federal assistance, including eligibility and the amount of assistance. The appeal must be in writing and contain documented justification supporting the appeal position, specify the monetary figure in dispute and the relevant provisions of federal law, regulation or policy which you believe was inconsistent with FEMA's determination. All appeals must be submitted through MEMA, to FEMA; you have sixty (60) days from the date of this letter in which to appeal this determination. Please contact the MEMA Disaster Recovery Unit with questions or issues related to the appeal process.

The State Standard Contract establishes the total obligation for your project based on state fiscal years, the start and end dates within which all work must take place, and the Contract's purpose (including Attachment A). Once signed by the Massachusetts Emergency Management Agency (MEMA), the contract will be executed and your community or organization will be responsible for all obligations and requirements included or referenced in the contract and its Attachment A.

Please mail original copies of all documents to:

Massachusetts Emergency Management Agency

Attention: Sherry Leung

400 Worcester Road

Framingham, MA 01702-5399

MEMA will send an electronic copy of all executed documents to you. When you receive this back, please retain and file them with your completed project applications - these should become part of your official records. All documents associated with this reimbursement must be retained for a period of seven (7) years (beginning from the first day after the final contract payment has been made) or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the contract.

Please remember, no funds can be disbursed until all requested forms have been completed and the originals returned to MEMA. Fax copies **will not** be accepted.

If you have any questions, please contact Sherry Leung at (508) 820-1463 or at Shirletta.leung@mass.gov.

Sincerely,



Thad Leugemors

Mitigation & Recovery Section Chief

Attachment: **INSTRUCTION SHEET**

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

Instruction Sheet

Please use this form as a guide to help fill out your State Contract Package. All of the documents included are listed in the order in which they will appear in the contract package, along with directions on which forms need to be filled out and where they need to be signed.

Please keep a copy of all forms for your records.

All forms listed with an “X” marked in the box are included in your contract package and must be signed and returned to MEMA.

CASL - Contractor Authorized Signatory Listing

This form will only be included in the first Contract Package you receive for this disaster.

- The CASL designates who from your municipality/organization is authorized to sign contract documents. Their name should be listed in the box on the first page.
- An Authorizing Officer (such as a town administrator, CEO, Controller, legal counsel, etc.) signs on the first page for all Authorized Signatories allowed to sign contract documents..

Return signed and completed form to MEMA.

Standard State Contract/Contract Amendment – Commonwealth of Massachusetts

- This is the actual State contract, along with related information, where you are signing to receive the dollar amount listed.
- The Authorized Signatory completes the bottom left hand corner of the first page.

Return signed and completed form to MEMA

Attachment A

- The Attachment A outlines disaster related information, the FEMA Public Assistance Program, contractual and programmatic obligations, requirements of the PA program under the Stafford Act and 2 CFR 200, and additional sub-recipient related requirements .
- The Authorized Signatory signs on the last page.

Return signed and completed form to MEMA

FFATA – Federal Funding Accountability and Transparency Act form

- The FFATA certifies that you, as the applicant, are receiving federal funds that are subject to public record.
- Only check off and complete table on Part 2 if your municipality/organization meets the criteria listed.
- The Authorized Signatory signs at the bottom of the form.
- Required on single or aggregate contract amounts over \$24,999.99.

Return signed and completed form to MEMA

MEMA Sub-recipient Pre-Award Risk Assessment Questionnaire

- This form is asking the sub-recipient (applicant) to report any federal funding you received and any changes in your grant management procedures in the previous two fiscal years.
- Please complete the corresponding sections on the second page if you answer “yes” to any of the questions.
- Authorized Signatory signs at the bottom of the form.

Return signed and completed form to MEMA

Summary Sheet for Assurances and Certifications

This form will only be included in the first Contract Package you receive for this disaster.

- This is a FEMA form that outlines the assurances and certifications of receiving federal funds that you are agreeing to comply with.
- After completing the top section on pg.1, you will either certify to Part I (non-construction) or Part II (construction), depending on the nature of work completed in your project.
- You will certify to Parts III and/or IV, if applicable.
- The Authorized Signatory signs on the first page.

Return signed and completed form to MEMA

Certification of Compliance with Federal Procurement Standards

- This form must be signed by the person who manages or conducts procurement for the sub-recipient

Project Worksheet (90-91) and Project Application Grant Report (P.2)

- The Project Worksheet (90-91) is included to show the applicant the final damage description, scope of work, and project related information for a Project Worksheet (PW).
- Insurance Narrative included if there are actual or anticipated insurance proceeds assoc. with PW.
- The Project Grant Application (P.2) is included to show the 100% and 75% FEMA cost shares associated with a project.

Return to MEMA but do NOT need to be signed

Project Completion and Certification Report (P.4)

- The P.4 is where the sub-recipient signs to certify that 100% of all the work on this project has been completed.
- If the work is **NOT** 100% complete at the time you receive the contract package, hold onto the P.4 and return it to MEMA when the work is 100% complete.
- The Authorized Signatory signs in the top left hand corner on the second page.

Return signed and completed form to MEMA, if work is 100% complete

Record of Environmental Consideration (If applicable)

- Retain for your records

Insurance Narrative (if applicable)

- Retain for your records

Notification Letter

Determination Memo

Once complete, please return **original** forms to:

Massachusetts Emergency Management Agency
ATTN: Sherry Leung, Contract Specialist
400 Worcester Road,
Framingham, MA 01702

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

| | |
|---|--|
| CONTRACTOR LEGAL NAME: HARWICH (TOWN OF) (and d/b/a): | COMMONWEALTH DEPARTMENT NAME: CDA Massachusetts Emergency Management Agency MMARS Department Code: CDA |
| Legal Address: (W-9, W-4,T&C): 732 Main St., Harwich, MA 02645 | Business Mailing Address: 400 Worcester Road Framingham, MA 01702 |
| Contract Manager: Thomas Gagnon, Deputy Chief of Police | Billing Address (if different): |
| E-Mail: tgagnon@harwichpolice.com | Contract Manager: Shirletta Leung, Grants Support Coordinator |
| Phone: 508-962-7234 Fax: | E-Mail: Shirletta.leung@mass.gov |
| Contractor Vendor Code: VC6000191822 | Phone: 508-820-1436 Fax: 508-820-1401 |
| Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.) | MMARS Doc ID(s): CTFEMA4097HARW00154 RFR/Procurement or Other ID Number: FEMA-4097-DR-MA Hurricane Sandy |
| <p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget) | <p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) |
| The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services | |
| COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 46,865.49 | |
| PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .) | |
| BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: All work is subject to the Stafford Act and all requirements of 'Attachment A' are incorporated under the contract. (Reference CFDA # 97.036) PW-00154(1) To reimburse for FEMA 4097 – Hurricane Sandy, Debris Removal-Townwide. | |
| ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 3. were incurred as of 10/27/2012 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations. | |
| CONTRACT END DATE: Contract performance shall terminate as of 2/28/2020 with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments. | |
| CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. | |
| AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____ | AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: David Mahr Print Title: Chief Administrative Officer |

PW-00154(1)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#) If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contract Contractor Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on [COMMBUYS](#), the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance

obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); other federal requirements; [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor

is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance and contributions](#); [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**

MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

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Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Thomas A Turco III
Secretary

Samantha C. Phillips
Director

October 22, 2019

**MEMA Scope, Terms, and Conditions (Attachment A)
CTFEMA4097HARWI00154**

Disaster Declaration

On October 27, 2012 a Hurricane (Sandy) brought significant impacts to Massachusetts with damaging high winds and coastal storm surge resulting in flooding. As a result, Massachusetts received a Presidential declaration of disaster designated **FEMA-4097-DR** on December 19, 2012 for Barnstable, Bristol, Dukes, Nantucket, Plymouth and Suffolk Counties.

Parties

HARWICH (TOWN OF) ("Contractor" or "Sub-grantee") is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-Grantee of the Commonwealth of Massachusetts that enters into contract # **CTFEMA4097HARWI00154** as described in this Attachment A.

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4097-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR. The Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

Audit Responsibilities

Contractor, as sub-grantee, is subject to the above federal and state regulations and related requirements. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from any of its obligations. Should a state, federal, or local audit reveal that actions taken by the Contractor, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe expected.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application **PW-00154(1)**.

Work Completion

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than 12/31/2013. All performance must be completed within these dates unless a State Standard Contract Amendment is executed by both parties prior to the current end date. Project extensions may be granted by either FEMA or MEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA before the established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

Contract Date

Work must be completed based on FEMA's time limits for each category of work. The contract end date only applies to the contract, and is not the date of which work is to be completed.

Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for **\$ 62,487.32** in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet, which is hereby incorporated into this contract.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is **\$ 46,865.49**. Fiscal year spending is projected as follows:

FY20: **\$ 46,865.49**

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget.

Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

The Contractor agrees that any overpayment of funds to the Contractor will be returned promptly to MEMA, in the manner and time frame determined by MEMA.

'Small' and 'Large' Project Payments

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$67,500 for FFY2013) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 13.21 and 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Projects must apply overages from other Small Projects before additional federal funds can be approved. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$67,500 for FEMA-4097-DR-MA) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel. Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match.

Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract

constitutes the Contractors certification that it is applying non-federal sources to meet its cost-share obligation (44 CFR 13.24).

All recipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects or at Close-out for Small Project through an examination and accounting of invoices submitted equal to 100% of the approved work.

Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4097-DR-MA.

For any 'large project' not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package.

A-133 Audit Reports

Per Office of Management and Budget (OMB) regulations, sub-recipient is subject to A-133 audit requirements. Sub-recipient agrees to submit a copy of any A-133 audits reports to MEMA. Sub-recipient further agrees to notify MEMA of any A-133 audit findings specifically related to FEMA funded activities. Sub-contractor acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments. Sub-recipient agrees to abide by OMB regulations and to submit the attached A-133 acknowledgement form as part of this contract package.

Records Management

Contractor is responsible for compliance with all state and federal audit requirements either as the subject of direct federal or state audits or indirectly as a sub-recipient of the state. Eligible work will be determined by FEMA at the time the PW is approved. All work must be compliant with approved project and documented as such. Expenditures are subject to requirements set forth in OMB Circular A-133.

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

Required Contract Forms

The Contractor must complete and return the required forms. All forms must be submitted at the time of this contract execution and prior to the release of any funds for reimbursements. Copies of all executed documents shall be returned to Contractor for record retention purposes.

- Contractor Authorized Signatory Listing (CASL) (if applicable)
- State Standard Contract Package
 - State Standard Contract Form
 - Attachment A
 - Project Grant Application (P.2)
 - Project Worksheet (PW)– Form 90-91 (including any FEMA environmental/historic preservation conditions or other special review conditions such as insurance issues or hazard mitigations proposals)
- Project Completion and Certification Form (P.4)
- FEMA Summary Sheet for Assurance and Certification (Forms 20-16) (if not already on file)
- Terms and Conditions (if not already on file)
- W9 & DUNS Number– (if not already on file)
- Electronic Funds Transfer (EFT) – (if not already on file)
- Federal Funding Accounting and Transparency Act (FFATA) Form
- OMB A-133 Sub-recipient Form

By signing below, the Contractor is acknowledging and certifying they understand and will comply with the scope, terms and conditions as described above:

Print Name

Signature

Title

Date

Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Dun and Bradstreet Data Universal Numbering System numbers (DUNS). DUNS numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's nine-digit DUNS number. If necessary, you may obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform/displayHomepage.dio>.

Table 1. Award Information

| | |
|---------------------------------------|---------------------------------------|
| Name of Entity Receiving Award | HARWICH (TOWN OF) |
| Street Address | 732 Main St. |
| City, State, Zip | Harwich, MA 02645 |
| Contact Name | Thomas Gagnon, Deputy Chief of Police |
| Contact Phone Number | 508-962-7234 |
| Congressional District | 9th |
| Amount of Award | \$ 46,865.49 |
| Nine-Digit DUNS Number | 079518239 |
| Transaction Type | Reimbursement |
| CFDA number or NAICS code | 97.036 |
| Program Source | DRMAP-4097 |
| Award Title | FEMA Public Assistance |

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

Table 2 Executive Compensation (by Salary)

| First and Last Name | Title | Annual Salary |
|---------------------|-------|---------------|
| | | |
| | | |
| | | |
| | | |

Signature of authorized official (signed in blue ink)

Date

Printed name of Authorized Official

Title

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FEMA Public Assistance Program must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326¹. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. **Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.**

If the sub-recipient does not have documented procurement procedures, MEMA will not provide a contract. If the sub-recipient's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices (*applicant should state Yes or No*) YES NO

2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 (*applicant should state Yes or No*) YES NO

Name of person completing this form _____

Title _____

Signature _____

Email _____

Telephone _____

Sub-Recipient Organization Name: HARWICH (TOWN OF)

¹ These regulations may be found in their entirety on the U.S. GPO's website here:
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Capture Date: 10/22/2019 12:29

Federal Emergency Management Agency
 Project Application Grant Report (P.2)
 Disaster: FEMA-4097-DR-MA

Number of Records: 1

Applicant ID: 001-29020-00
 Bundle # : PA-01-MA-4097-State-0012(10)

Applicant: HARWICH (TOWN OF)

| PW # | Cat | Cost Share | Projected Completion Date | Approved PW Amount (\$) |
|---------------------------|-----|------------|---------------------------|-------------------------|
| PA-01-MA-4097-PW-00154(0) | A | N | 06-19-2013 | 62,487.32 |

Facility Number: 1

Facility Name: Debris Removal

Location: Town Wide

Work Completed
 DPW removed 25.99 Tons of debris. The debris was hauled to the towns disposal area. A total of 889 regular hour and 339 OT hours.
 Force Account Labor totals \$41,441.34
 Force Account Equipment totals \$17,305.85
 Contracts Total \$3036
 DAC \$704.12

Applicants may use force account resources to monitor their debris removal operations. Monitoring was provided by the Applicant using its own labor forces. Monitoring Costs have been captured in Force Account. The Applicant has submitted adequate documentation that demonstrates that the force account labor costs was for work that directly related to eligible PA debris removal operations.

Project Notes

For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (PA Digest pg 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under/run). A final PW will be required in EMMIE to capture all the eligible costs for the small projects.

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR-13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any indirect cost rates.

The project specialist has reviewed all documentation required for this Project Worksheet (PW) and these documents are attached to the PW and on file at the subgrantee's offices.

Federal funding is contingent upon Applicant acquiring all necessary Federal, State and local permits. Noncompliance with this requirement may jeopardize the receipt of Federal funds.

As described in 44 CFR 13.43, Applicant must maintain all work-related records for a period of three (3) years from applicant closure (final payment); all records relative to this project worksheet are subject to examination and audit by the State, FEMA, and the Comptroller General of the United States and must reflect work related to disaster specific costs.

Scope of Work:

| 1 PW | PWs (\$) | Subgrantee Admin Exp. (\$) | Total (\$) |
|----------------------|-----------|----------------------------|------------|
| Amount Eligible (\$) | 62,487.32 | 0.00 | 62,487.32 |
| Federal Share (\$) | 46,865.49 | 0.00 | 46,865.49 |

| | |
|--|---|
| PA-01-MA-4097-PW-00154(1) P | |
| Applicant Name: HARWICH (TOWN OF) | Application Title: HRAWB01- Debris Removal - DPW |
| Period of Performance Start: 12-19-2012 | Period of Performance End: 06-19-2013 |

| | |
|--|----------------------------|
| Bundle Reference # (Amendment #) PA-01-MA-4097-State-0012(10) | Date Awarded 08-19-2013 |
|--|----------------------------|

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

| | | | | |
|---|------------------------|--|--------------------------|---------------|
| DISASTER FEMA 4097 - DR -MA | PROJECT NO. HRAWB01 | PA ID NO. 001-29020-00 | DATE 03-25-2013 | CATEGORY A |
| APPLICANT: HARWICH (TOWN OF) | | WORK COMPLETE AS OF: 11-02-2012 : 100 % | | |
| Site 1 of 1 | | | | |
| DAMAGED FACILITY: Debris Removal | | COUNTY: Barnstable | | |
| LOCATION: PA-01-MA-4097-PW-00154(0): Town Wide Current Version: | | LATITUDE: 41.692064 | LONGITUDE: -71.070012 | |
| DAMAGE DESCRIPTION AND DIMENSIONS: PA-01-MA-4097-PW-00154(0): The GPS coordinates for this Project Worksheet are recorded at 41.692064 -70.070012 and defines the location of the Town of Harwich Community Rec Center located at 100 Oak Street During the declared incident period of, October 27th through November 8th 2012, Hurricane Sandy produced severe winds, storm surge, and flooding, which resulted in extensive damage across Barnstable County. During the event, the town of Harwich was subsequently faced with a wide variety of significant damages, including depositing large amounts of debris throughout the town. A total of 25.99 Tons of debris was transferred to the Harwich disposal area. The GPS for the Harwich disposal area is 41.69437, -70.093894. Current Version: | | | | |
| SCOPE OF WORK: PA-01-MA-4097-PW-00154(0): Work Completed DPW removed 25.99 Tons of debris. The debris was hauled to the towns disposal area. A total of 889 regular hour and 339 OT hours. Force Account Labor totals \$41,441.34 Force Account Equipment totals \$17,305.85 Contracts Total \$3036 DAC \$704.12 Applicants may use force account resources to monitor their debris removal operations. Monitoring was provided by the Applicant using its own labor forces. Monitoring Costs have been captured in Force Account. The Applicant has submitted adequate documentation that demonstrates that the force account labor costs was for work that directly related to eligible PA debris removal operations. | | | | |
| Project Notes | | | | |

For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (PA Digest pg 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under/run). A final PW will be required in EMMIE to capture all the eligible costs for the small projects.

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR-13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any indirect cost rates.

The project specialist has reviewed all documentation required for this Project Worksheet (PW) and these documents are attached to the PW and on file at the subgrantee's offices.

Federal funding is contingent upon Applicant acquiring all necessary Federal, State and local permits. Noncompliance with this requirement may jeopardize the receipt of Federal funds.

As described in 44 CFR 13.43, Applicant must maintain all work-related records for a period of three (3) years from applicant closure (final payment); all records relative to this project worksheet are subject to examination and audit by the State, FEMA, and the Comptroller General of the United States and must reflect work related to disaster specific costs.

Current Version:

Amendment 1: This Project Worksheet was obligated on 8/19/2013; The Federal share obligated was \$46,865.49.

Funds obligated pursuant to this Project Worksheet are subject to expenditure time limits imposed under Section 904(c) of the Disaster Relief Appropriations Act, 2013, Pub. L. No. 113-2 (2013), and are required to be expended by the grantee or subgrantee (paid as an outlay of money in furtherance of the grant purpose) within 730 days of the date FEMA obligates funds for this Project Worksheet in its financial system. Any funds not expended by the grantee or subgrantee within 730 days will be deobligated by FEMA within 30 days from the end of this 730 day period and funds not withdrawn and not expended must be returned to FEMA within 30 days from the end of the 730 day period, ceasing FEMA's financial liability.

| Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
|--|------|---|---------------|-------------------|---------------------|
| Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| PROJECT COST | | | | | |
| ITEM | CODE | NARRATIVE | QUANTITY/UNIT | UNIT PRICE | COST |
| 1 | 0000 | ***** WORK COMPLETED ***** | 0/LS | \$ 0.00 | \$ 0.00 |
| 2 | 9011 | LABORER, OVERTIME | 1/HR | \$ 11,555.92 | \$ 11,555.92 |
| 3 | 9008 | EQUIPMENT | 1/LS | \$ 17,305.85 | \$ 17,305.85 |
| 4 | 9001 | CONTRACT SERVICES | 1/LS | \$ 3,036.00 | \$ 3,036.00 |
| 5 | 9802 | Hurricane Sandy (Force Account Straight Time Debris Removal) | 1/LS | \$ 29,885.43 | \$ 29,885.43 |
| 6 | 9901 | DIRECT ADMINISTRATIVE COSTS | 1/LS | \$ 704.12 | \$ 704.12 |
| | | | | TOTAL COST | \$ 62,487.32 |
| PREPARED BY WANDA BROWN | | TITLE Project Specialist | SIGNATURE | | |
| APPLICANT REP. Lee Culver | | TITLE EM Director | SIGNATURE | | |

Generated Date: 10/22/2019 12:27

Federal Emergency Management Agency
 Project Completion and Certification Report (P.4)
 Disaster: FEMA-4097-DR-MA

Applicant FIPS ID: 001-29020-00 Applicant/Subdivision Name: HARWICH (TOWN OF)

| <u>PW#</u> | <u>Amendment #</u> | <u>Approved Proj. Amt.</u> | <u>Cost Share</u> | <u>Cat</u> | <u>Bundle</u> | <u>Work Done By</u> | <u>Projected Compl. Date</u> | <u>% Compl. at Insp.</u> | <u>Elig Amount</u> | <u>Actual Date Completed</u> | <u>Amt. Claimed by Applicant</u> | <u>Comments</u> |
|--------------------------|--------------------|----------------------------|-------------------|------------|------------------------------|-----------------------|------------------------------|--------------------------|--------------------|------------------------------|----------------------------------|-----------------|
| PA-01-MA-4097-PW-00154 | 1 | \$0.00 | N | A | | | 06-19-2013 | 100 | \$0.00 | | \$ | |
| | 0 | \$62,487.32 | N | A | PA-01-MA-4097-State-0012(10) | <i>force contract</i> | 06-19-2013 | 100 | \$62,487.32 | <i>11-3-12</i> | <i>\$62,487.32</i> | |
| Total for 2 PWs: | | \$62,487.32 | | | | | | | | | \$ | |
| Subgrantee Admin: | | \$0.00 | | | | | | | | | | |
| Grand Total: | | \$62,487.32 | | | | | | | | | | |

Generated Date: 10/22/2019 12:27

Federal Emergency Management Agency
Project Completion and Certification Report (P.4)
Disaster: FEMA-4097-DR-MA

Applicant FIPS ID: 001-29020-00 Applicant/Subdivision Name: HARWICH (TOWN OF)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 102,487.37

Signed: _____ Date: _____

Signed: _____ Date: _____

Applicant's Authorized Representative

Governor's Authorized Representative

PW
001574

01/14/2014
19:39:00

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-01-MA-4097-PW-00154

Title: HRAWB01- Debris Removal - DPW

NEPA DETERMINATION

| | | |
|----------------------------|----------------|----------------|
| Non Compliant Flag: No | EA Draft Date: | EA Final Date: |
| EA Public Notice Date: | EA Fonsl Date: | Level: STATEX |
| EIS Notice of Intent Date: | EIS ROD Date: | |

Comments: Town of Harwich, Barnstable County (41.697747 -70.096058). The applicant has performed debris management activities for this disaster. The debris consisted of 25.9 tons of vegetative material. The debris was collected on applicants roads and ROWs and taken to the Harwich Transfer Station located at 209 Queen Ann Road, Harwich, MA to be chipped.

This project has been determined to be Statutorily Excluded from Environmental review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- tbrook15 - 04/09/2013 18:59:29 GMT

Version (1) is for an administrative only; the original Environmental Determination of 04/09/2013 remains valid. This action will not affect the previous environmental clearance. No further Environmental/Historic review is required unless there is a change to the scope of work. - auhlan - 01/14/2014 19:14:20 GMT

CATEX CATEGORIES

| Catex Category Code | Description | Selected |
|---------------------|-----------------------------------|----------|
| | No Catex Categories were selected | |

EXTRAORDINARY CIRCUMSTANCES

| Extraordinary Circumstance Code | Description | Selected ? |
|---------------------------------|--|------------|
| | No Extraordinary Circumstances were selected | |

ENVIRONMENTAL LAW / EXECUTIVE ORDER

| Environmental Law/ Executive Order | Status | Description | Comments |
|---------------------------------------|-----------|--|----------|
| Clean Air Act (CAA) | Completed | Project will not result in permanent air emissions - Review concluded | |
| Coastal Barrier Resources Act (CBRA) | Completed | Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded | |
| Clean Water Act (CWA) | Completed | Project would not affect any water of the U.S. - Review concluded | |
| Coastal Zone Management Act (CZMA) | Completed | Project is located in a coastal zone area and/or affects the coastal zone | |
| | Completed | State administering agency does not require consistency review - Review concluded | |

01/14/2014

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

19:39:00

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-01-MA-4097-PW-00154

Title: HRAWB01- Debris Removal - DPW

| Environmental Law/ Executive Order | Status | Description | Comments |
|---|-----------|--|---|
| Executive Order 11988 - Floodplains | Completed | No effect on floodplain/flood levels and project outside floodplain - Review concluded | EO 11988: Per 44 CFR part 9.5(c)(12) Project is exempt from floodplain management review. EO 11988: Per Flood Insurance Rate Map (FIRM) community map and panel number 25007c0057h dated 9/4/2009; the project transfer station is located outside the Special Flood Hazard Areas (SFHA) (100-year floodplain). - tbrook15 - 04/09/2013 19:04:53 GMT |
| Executive Order 11990 - Wetlands | Completed | No effects on wetlands and project outside wetlands - Review concluded | EO 11990: Per 44 CFR part 9.5(c)(12) Project is exempt from EO 11990 review. - tbrook15 - 04/09/2013 19:10:18 GMT |
| Executive Order 12898 - Environmental Justice for Low Income and Minority Populations | Completed | Low income or minority population in or near project area | |
| | Completed | No disproportionately high and adverse impact on low income or minority population - Review concluded | |
| Endangered Species Act (ESA) | Completed | Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action | ESA: After reviewing the project scope of work and the Endangered Species Occurrence Data provided by the USFWS, there will be no affect to any federally listed threatened or endangered species. - tbrook15 - 04/09/2013 19:00:45 GMT |
| | Completed | No effect to species or designated critical habitat (See comments for justification) - Review concluded | |
| Farmland Protection Policy Act (FPPA) | Completed | Project does not affect designated prime or unique farmland - Review concluded | |
| Fish and Wildlife Coordination Act (FWCA) | Completed | Project does not affect, control, or modify a waterway/body of water - Review concluded | |
| Migratory Bird Treaty Act (MBTA) | Completed | Project not located within a flyway zone - Review concluded | |
| Magnuson-Stevens Fishery Conservation and Management Act (MSA) | Completed | Project not located in or near Essential Fish Habitat - Review concluded | |
| National Historic Preservation Act (NHPA) | Completed | Not type of activity with potential to affect historic properties - Review concluded | NHPA: This project will have limited to no effect on historic properties according to the stipulations provided in Appendix C of the Massachusetts Programmatic Agreement (2011). The scope of work, as described, meets Programmatic Allowances Section I. A & B. At this time, no consultation with SHPO or tribes is required; however, if the scope |

01/14/2014
19:39:00

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

REC-01

Project ID: PA-01-MA-4097-PW-00154

Title: HRAWB01- Debris Removal - DPW

| Environmental Law/ Executive Order | Status | Description | Comments |
|---|---------------|--|---|
| Wild and Scenic Rivers Act (WSR) | Completed | Project is not along and does not affect Wild and Scenic River - Review concluded | of work changes this project needs to be resubmitted for further EHP review. - tbrook15 - 04/09/2013 19:00:19 GMT |

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

DEBRIS MANAGEMENT INFORMATION FORM - FEMA 4097-DR-MA

This information form may be used by the PA Project Officers and Applicant to describe the collection method, reduction method and final disposal of eligible debris resulting from the Hurricane Sandy with an incident period of Friday, October 27, 2012 to Wednesday, November 8, 2012.

Please see the attached guidance from the MassDEP regarding the handling of storm related debris. Please indicate below each type of debris and the method of transportation (contract or force account labor) and the final locations for the debris each project worksheet.

Portions of Boston and Brookline lie within the Asian Longhorn Beetle (ALB) infested zone. Debris within the zone to be disposed in accordance with USDA Animal and Plant Health Inspection Services (APHIS) and the United States Forest Service requirements.

CEMETERIES - Removal of vegetative debris within eligible cemeteries must be hand removed to prevent any damage to stones and graves. No heavy equipment may go into the cemetery except on established roads. Trees must be cut flush with the ground with no grinding or pulling out of roots. Applicants may use a substance to kill the roots of the tree. Minimize ground disturbance and stay away from stones.

In order for FEMA to be assured that the applicants understand these basic guidelines, the project officers will provide this document to the public assistance applicants for funding. Brief information about the applicant and how the debris was collected, treated and its final disposal is requested. The applicant will sign this document verifying that they agree to follow these guidelines and have consulted with Mass DEP.

What type of debris will be collected?

- Vegetative Debris
- Construction & Demolition Debris (C&D)
- Household hazardous waste, bulky waste and/or white goods
- Sand
- Sand mixed with other debris
- Other (describe below)

BRUSH, TREE STUMPS, LOGS

Was the debris taken to landfill? If so, print name and address of landfill below

YES. 209 QUEEN ANNE RD., HARNICK, MA 02645

Was the debris hauled by contractor? If so, print name and contact information of contractor below

NO - HAULED TO DISPOSAL AREA BY TOWN TRUCKS

Other - What method(s) was used to dispose of the debris and was a temporary disposal site? If so, provide address of all disposal and stockpiling sites; GPS coordinates 41° 41' 39.65" N 70° 05' 38.02" W

BRUSH, TREES, STUMPS WERE STOCKPILED @ TOWN DISPOSAL AREA, GROUND/CHIPPED FOR USE AT SAME.

Please provide any additional information about the disposal of the debris below. All disposal methods must be within the Commonwealth Of Massachusetts All Hazards Disaster Debris Management Plan. This plan, which is an annex to the Massachusetts Comprehensive Emergency Management Plan (CEMP), was written in partnership with the MassDEP, and the Massachusetts Emergency Management Agency (MEMA). Local disaster debris management activities should be consistent with this plan to maximize the efficiency and effectiveness of these activities. A copy of this plan is available at <http://www.mass.gov/dep/recycle/laws/policies.htm#disaster>

APPLICANT: TOWN OF HARNICK

Applicant Agent LEE CULVER, EMD

I certify that FEMA-eligible debris activities will be conducted within these guidelines and follow any additional specific guidance or permitting procedures provided by local, Federal or State (Mass DEP) regulatory authority:

(Signature) Lee Culver

41.69437
- 70.093894

Done By
applicant

Town of Harwich DPW
FEMA Narrative
Hurricane Sandy
FEMA-4097-DR

DPW preparations for Hurricane Sandy began on Monday, 10/22/12, and continued through Friday, 10/26/12. Preparations for the storm included: clearing debris from drainage structures, opening waterways, securing and/or removing structures that may become damaged or hazardous due to storm conditions (trash cans, picnic tables, flags, flagpoles, fencing used to prevent dune erosion). Various Town-owned buildings were checked for adequate storm-proofing. Parks and Cemeteries were checked for potential problems. Equipment was inventoried, and made ready for use. Barricades/warning devices were placed in areas known to have drainage issues.

DPW personnel reported for duty at their normal start time on Monday, 10/29/12. Power was lost at the DPW and Disposal Area at approximately 10:00AM. Both facilities were automatically switched to generator power. During the storm, personnel responded to many calls for trees and wires down. Crews responded with front-end loaders, trucks, and chainsaws to remove fallen trees from roadways. Unsafe areas (live wires) were barricaded until power was turned off.

Power did not come back at the DPW and Disposal Area until approximately 12:00PM on Wednesday, 10/31/12. DPW crews spent that week clearing debris from roadways, replacing trash cans, boardwalks, and flags, chipping brush, and removing some damaged trees. The Tree Company was contracted to cut and remove larger trees beyond the abilities of the department. Stumps were ground and the grinding sites were loamed. All wood waste (brush, stumps, chippings) was transported to the Harwich Disposal Area, where it will be further chipped/ground if necessary and then composted. A total of 25.99 tons of debris was brought in.

DPW time clocks were off by one hour due to Daylight Savings Time ending. Time clocks are pre-2007 when the dates for DST changed, so they automatically set themselves back a week early. All time stamped cards read one hour earlier than actual. Handwritten times are actual.

MEMO OF POLICY

For the purpose of computing overtime, all paid leave shall be considered as time worked.

SECTION 4. An employee shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1 1/2) for emergency "call-ins". A second call for the same employee within the first four hour minimum recall will result in a two hour minimum overtime payment. A "call-in" used herein means the employee is summoned from his home to work in an emergency, does the work, and returns home after he has completed his work in an emergency. Employees called in to work early, but less than two hours prior to the start of shift will be paid a full hour overtime for each fraction of an hour worked beyond a full hour, prior to start of shift. Any unscheduled call-ins prior to two (2) hours before the start of shift will be paid a minimum four (4) hours of overtime.

SECTION 5. On "Hazardous Days", when the Town Hall closes and employees are sent home with pay, bargaining unit employees required to work, as determined by the Director will receive time and one-half pay from the time of Town Hall closing until the end of the scheduled work day or alternatively from the beginning of the scheduled work day until the time Town Hall opens.

SECTION 6. The Town will establish a list of qualified bargaining unit personnel to operate Town vehicles for snow removal. This list will be exhausted before the Town hires non-bargaining unit personnel for this purpose.


SECTION 7. Overtime will be paid the next payday after being scheduled.

SECTION 8. An employee asked to be on-call shall be paid one hour per day at a rate of time and one-half (1 1/2) for being on-call, separate from scheduled work or emergency call-in. A weekend on-call shall be compensated at three hours at time and one-half (1 1/2), provided the maximum on-call payment shall be seven (7) hours per week.

ARTICLE XI COMPENSATION

SECTION 1. Subject to satisfactory performance during the preceding year, employees below the top step in their classification shall receive a step increase on their anniversary date of employment, or promotion, whichever is applicable. A two (2) step increase may be authorized, upon recommendation of the Director, and approval of the Town Administrator to recognize superior effort and achievement. Said step increases shall be based on the steps and rates of the applicable wage schedule in this Article.

SECTION 2. Employees who have occupied the top step of their position for a minimum of one (1) year shall, on their anniversary date of employment or promotion, whichever is applicable, subject to satisfactory performance while being paid at the top step of the position, receive a lump sum payment based on the current rate of pay.




(c) H and S classification employees shall have a regular work week of Monday through Friday with Saturday and Sunday as days off.

(d) L classification employees will have a regular work day commencing at 8:00 a.m. and ending at 4:30 p.m., Monday through Sunday, with a one-half hour unpaid meal break resulting in a forty-hour work week. When the Disposal Area is open seven (7) days a week, the regular schedule of the Disposal Area employees shall be so arranged as to provide two (2) days off per week.

(e) New work hours for any employee, temporarily transferred to duties outside of his or her regular work designation (H, L or S) will apply only when the transfer is for the entire pay period, or for a regularly scheduled day off.

(f) Each employee shall be provided with a one-half (1/2) hour unpaid meal period during the work day, as referenced in (a), (b), and (d) above, said meal period to be scheduled as close to the middle of the work shift as possible. Disposal Area employees work schedules shall provide for two (2) ten (10) minute coffee breaks. Each coffee break shall be scheduled as close to the middle of the first half and second half, respectively, of the work shift as possible. S classification employees shall be provided with one 20 minute coffee break scheduled as close to the middle of the first half of the work schedule as possible. H classification employees shall have one twenty-minute coffee break to be taken between 9:10 a.m. and 9:30 a.m. at the Highway Barn. H classification employees shall be allowed to use a Town truck to return to the Barn for their coffee break. It is understood that depending upon the nature of the work being done and the location, there may be occasions when H classification employees may have to take their coffee breaks on site in the field.

SECTION 2. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except in emergency situations, employees shall be given a two (2) week notice of any change in their work schedules. Subject to the foregoing and after discussion with the Association, the Town reserves the right to make changes in existing work shifts (starting and quitting times only) as the needs of the Town require. When an employee's hours of work are changed to operate the Beach Cleaner and he loses an opportunity to work overtime as a consequence, he shall be entitled to access to a comparable amount of overtime.



SECTION 3. All work performed in excess of forty (40) hours in the work week shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay, except, when an employee works seven (7) consecutive days, he will be compensated at the rate of double time for the seventh day.

There shall be two (2) overtime lists - one for Disposal Area employees, and one for Highway, Park, Cemetery, Building Maintenance, **Administration and Vehicle Maintenance** employees. Overtime work shall be distributed fairly and equitably within each department, among all employees qualified to perform said work. Overtime assignments will be made by rotating seniority lists for qualified employees. An overtime refusal will be treated as overtime hours worked for the purposes of equal distribution of overtime.

HMEA OT POLICY⁶

FEDERAL EMERGENCY MANAGEMENT AGENCY

COST SUMMARY RECORD

| APPLICANT | PW REF NO. | CATEGORY | FIPS NO. | DISASTER |
|-------------------------------------|--------------------------------------|--------------------------|-------------------|--------------------------------------|
| Town Of Harwich | HRAWB01 | C | 001-29020-00 4097 | MA |
| | CLAIM COST | COMMENTS (FEMA USE ONLY) | | ELIGIBLE COSTS |
| FORCE ACCOUNT LABOR REGULAR TIME | \$ 29,885.43 | | | \$ 29,885.43 |
| FORCE ACCOUNT LABOR OVERTIME | \$ 11,555.92 | | | \$ 11,555.92 |
| FORCE ACCOUNT EQUIPMENT | \$ 17,305.85 | | | \$ 17,305.85 |
| MATERIALS | \$ - | | | \$ - |
| RENTAL EQUIPMENT | \$ - | | | \$ - |
| CONTRACTS | \$ 3,036.00 | | | \$ 3,036.00 |
| DIRECT ADMINISTRATIVE COSTS | \$ 704.12 | DAC Does not Calc. | | \$ 704.12 |
| TOTAL | \$ 61,783.19 62,487.32 | | | \$ 61,783.19 62,487.32 |

I certify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other documents which are available for audit.

Certified by: Lee Culver Title: EM Director Date:

Applicant's records have been reviewed and found correct with the exceptions as noted.

FEDERAL EMERGENCY MANAGEMENT AGENCY
FORCE ACCOUNT LABOR RECORD

| | | | | | | | | |
|------------------|--|-------------------|-----------------|-----------------|-------------------|------|----|----|
| APPLICANT | | PW REF NO. | CATEGORY | FIPS NO. | DISASTER # | | | |
| Town Of Harwich | | HRAWB01 | C | 001-29020-00 | FEMA | 4097 | DR | MA |

| EMPLOYEE NAME / TITLE | STATUS | REG / OT | DATES & HOURS WORKED EACH WEEK | | | | | | | | | | | | | | | | | RATES / COSTS | | | | | | | | | |
|-------------------------------|--------|----------|--------------------------------|-------|-------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|---------------|-------|-------|-------|-----------|-------------|--------------|--------------|-------------|-----------|
| | | | 10/29 | 10/30 | 10/31 | 11/1 | 11/2 | 11/3 | 11/4 | 11/5 | 11/6 | 11/7 | 11/8 | 11/9 | 11/10 | 11/11 | 11/12 | 11/13 | 11/14 | 11/15 | 11/16 | 11/17 | 11/18 | TOTAL HRS | HOURLY RATE | BENEFIT RATE | TOTAL HOURLY | TOTAL COST | |
| | | | Name: Alward, Richard | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 32.50 | \$ 25.84 | 0.5727 |
| Title: Trk Driver/Laborer | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 38.48 | | \$ 38.48 | \$ 283.45 | |
| | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 38.48 | | \$ 38.48 | \$ 153.84 | |
| | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | \$ 38.48 | | \$ 38.48 | \$ - |
| Name: Baczek, Timothy | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 32.50 | \$ 18.63 | 0.5727 | \$ 29.30 | \$ 952.22 | |
| Title: Equip Operator/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 27.95 | | \$ 27.95 | \$ 209.58 | |
| | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 27.95 | | \$ 27.95 | \$ 111.78 |
| | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | \$ 27.95 | | \$ 27.95 | \$ - |
| Name: Benabe, Kim | FT | REG | 0.3 | 7.8 | 7.8 | 7.8 | 4.0 | | | | | | | | | | | | | | | | | 27.50 | \$ 27.92 | 0.5727 | \$ 43.91 | \$ 1,287.51 | |
| Title: Admin Asst/Dispatch | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 41.88 | | \$ 41.88 | \$ 314.10 | |
| | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 41.88 | | \$ 41.88 | \$ 167.52 |
| | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | \$ 41.88 | | \$ 41.88 | \$ - |
| Name: Gagnon, Thomas | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 32.50 | \$ 24.15 | 0.5727 | \$ 37.98 | \$ 1,234.38 | |
| Title: Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 38.23 | | \$ 38.23 | \$ 271.89 | |
| | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 38.23 | | \$ 38.23 | \$ 144.90 |
| | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | \$ 38.23 | | \$ 38.23 | \$ - |
| Name: Hershey, Steven | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 32.50 | \$ 21.23 | 0.5727 | \$ 33.39 | \$ 1,085.11 | |
| Title: Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 31.85 | | \$ 31.85 | \$ 238.84 | |
| | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 31.85 | | \$ 31.85 | \$ 127.38 |
| | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | \$ 31.85 | | \$ 31.85 | \$ - |
| Name: Hickey, Brett | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 32.50 | \$ 17.85 | 0.5727 | \$ 28.07 | \$ 912.38 | |
| Title: Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 28.78 | | \$ 28.78 | \$ 200.81 | |
| | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 28.78 | | \$ 28.78 | \$ 107.10 |
| | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | \$ 28.78 | | \$ 28.78 | \$ - |

| | | | |
|-------------------|---------|--------------------|---------------------|
| TOTAL HOURS | 259.00 | REG TIME SUBTOTAL | \$ 6,702.08 |
| GRAND TOTAL HOURS | 1188.50 | OT SUBTOTAL | \$ 2,538.00 |
| SHEET REG HOURS | 150.00 | REG GRAND TOTAL | \$ 29,885.43 |
| SHEET OT HOURS | 69.00 | OT GRAND TOTAL | \$ 11,555.92 |
| | | GRAND TOTAL | \$ 41,441.34 |

I certify that the above information was obtained from Payroll records, invoices, or other documents that are available for audit.

| | | |
|-------------------------|----------------------|------|
| Lee Culver CERTIFIED | EM Director TITLE | DATE |
|-------------------------|----------------------|------|

| | | | | | | | | |
|-----------------|--|------------|----------|--------------|------------|------|----|----|
| APPLICANT | | PW REF NO. | CATEGORY | FIPS NO. | DISASTER # | | | |
| Town Of Harwich | | HRAWB01 | C | 001-29020-00 | FEMA | 4097 | DR | MA |

| EMPLOYEE NAME / TITLE | | STATUS | REG TOT | DATES & HOURS WORKED EACH WEEK | | | | | | | | | | | | | | | | | | RATES / COSTS | | | | | | | |
|-----------------------|------------------------|--------|---------|--------------------------------|-------|-------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|---------------|-------|-------|-----------|-------------|--------------|--------------|------------|
| | | | | 10/29 | 10/30 | 10/31 | 11/1 | 11/2 | 11/3 | 11/4 | 11/5 | 11/6 | 11/7 | 11/8 | 11/9 | 11/10 | 11/11 | 11/12 | 11/13 | 11/14 | 11/15 | 11/16 | 11/17 | 11/18 | TOTAL HRS | HOURLY RATE | BENEFIT RATE | TOTAL HOURLY | TOTAL COST |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name | Holmes, Colin | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | 32.50 | \$ 24.15 | 0.5727 | \$ 37.96 | \$ 1,234.38 | |
| Title | Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 36.23 | | \$ 36.23 | \$ 271.69 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 36.23 | | \$ 36.23 | \$ 144.90 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | \$ 36.23 | | \$ 36.23 | \$ - |
| Name | Nickerson, Donald | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | 32.50 | \$ 28.17 | 0.5727 | \$ 44.30 | \$ 1,439.83 | |
| Title | EOC Liaison | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 42.26 | | \$ 42.26 | \$ 318.91 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 42.26 | | \$ 42.26 | \$ 189.02 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | \$ 42.26 | | \$ 42.26 | \$ - |
| Name | Reusa, William | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | 32.50 | \$ 18.43 | 0.5727 | \$ 28.66 | \$ 942.00 | |
| Title | Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 27.65 | | \$ 27.65 | \$ 207.34 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 27.65 | | \$ 27.65 | \$ 110.59 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | \$ 27.65 | | \$ 27.65 | \$ - |
| Name | Smith, David | FT | REG | 1.5 | 9.0 | 9.0 | | 5.0 | | | | | | | | | | | | | | | | 24.50 | \$ 21.23 | 0.5727 | \$ 33.39 | \$ 818.01 | |
| Title | Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 31.85 | | \$ 31.85 | \$ 238.84 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 31.85 | | \$ 31.85 | \$ 127.38 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | \$ 31.85 | | \$ 31.85 | \$ - |
| Name | Stanton, Weber | FT | REG | 1.3 | 8.8 | 8.8 | 4.8 | 5.0 | | | | | | | | | | | | | | | | 28.50 | \$ 28.17 | 0.5727 | \$ 44.30 | \$ 1,262.62 | |
| Title | Equip Operator/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 42.26 | | \$ 42.26 | \$ 318.91 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 42.26 | | \$ 42.26 | \$ 169.02 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | \$ 42.26 | | \$ 42.26 | \$ - |
| Name | Thompson, Charles | FT | REG | 1.5 | 9.0 | 9.0 | 9.0 | | | | | | | | | | | | | | | | | 28.50 | \$ 28.17 | 0.5727 | \$ 44.30 | \$ 1,262.62 | |
| Title | Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 42.26 | | \$ 42.26 | \$ 318.91 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 42.26 | | \$ 42.26 | \$ 169.02 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | \$ 42.26 | | \$ 42.26 | \$ - |

| | | | |
|-------------------|---------|-------------------|--------------|
| TOTAL HOURS | 248.00 | REG TIME SUBTOTAL | \$ 8,958.45 |
| GRAND TOTAL HOURS | 1188.50 | OT SUBTOTAL | \$ 2,566.62 |
| SHEET REG HOURS | 179.00 | REG GRAND TOTAL | \$ 29,885.43 |
| SHEET OT HOURS | 69.00 | OT GRAND TOTAL | \$ 11,655.92 |
| | | GRAND TOTAL | \$ 41,441.34 |

I certify that the above information was obtained from Payroll records, invoices, or other documents that are available for audit.

| | | |
|------------|-------------|------|
| Lee Cutver | EM Director | |
| CERTIFIED | TITLE | DATE |

Revised PW Template VLS June 2013 Excel 10/2/2010

**FEDERAL EMERGENCY MANAGEMENT AGENCY
FORCE ACCOUNT LABOR RECORD**

| | | | | |
|-----------|------------|----------|----------|------------|
| APPLICANT | PW REF NO. | CATEGORY | FIPS NO. | DISASTER # |
|-----------|------------|----------|----------|------------|

| EMPLOYEE NAME / TITLE | | STATUS | REG / OT | DATES & HOURS WORKED EACH WEEK | | | | | | | | | | | | | | | | | RATES / COSTS | | | | | | | | | | | |
|-----------------------|------------------------|--------|----------|--------------------------------|--------------------|-------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|---------------|-------|-------|-------|-----------|-------------|--------------|--------------|------------|-------------|-----------|-----------|
| | | | | 10/29 | 10/30 | 10/31 | 11/1 | 11/2 | 11/3 | 11/4 | 11/5 | 11/6 | 11/7 | 11/8 | 11/9 | 11/10 | 11/11 | 11/12 | 11/13 | 11/14 | 11/15 | 11/16 | 11/17 | 11/18 | TOTAL HRS | HOURLY RATE | BENEFIT RATE | TOTAL HOURLY | TOTAL COST | | | |
| | | | | Name | Wightington, David | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 32.50 | \$ 22.41 | 0.5727 | \$ 35.24 |
| Title | Equip Operator/Laborer | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 33.62 | | \$ 33.62 | \$ 252.11 | | |
| | | OT2 | 15.0 | | | | | | | | | | | | | | | | | | | | | | | | 15.00 | \$ 33.62 | | \$ 33.62 | \$ 604.23 | |
| | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 33.62 | \$ 33.62 | \$ - | |
| Name | Albee, Brian | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | | 32.50 | \$ 21.23 | 0.5727 | \$ 33.39 | \$ 1,065.11 | | |
| Title | Equip Operator/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 31.85 | | \$ 31.85 | \$ 238.84 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 31.85 | | \$ 31.85 | \$ 127.38 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 31.85 | \$ 31.85 | \$ - | |
| Name | Bernie, Richard | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | | 32.50 | \$ 26.17 | 0.5727 | \$ 44.30 | \$ 1,439.83 | | |
| Title | Equip Operator/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 42.26 | | \$ 42.26 | \$ 318.91 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 42.26 | | \$ 42.26 | \$ 169.02 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 42.26 | \$ 42.26 | \$ - | |
| Name | Hopkins, Jared | FT | REG | 1.5 | 9.0 | 9.0 | | 5.0 | | | | | | | | | | | | | | | | | | 24.50 | \$ 18.45 | 0.5727 | \$ 30.59 | \$ 749.42 | | |
| Title | Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 29.18 | | \$ 29.18 | \$ 218.81 | |
| | | | OT2 | 15.0 | | | | | | | | | | | | | | | | | | | | | | | | 15.00 | \$ 29.18 | | \$ 29.18 | \$ 437.53 |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 29.18 | \$ 29.18 | \$ - | |
| Name | Straton, James | FT | REG | 1.3 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | | 32.50 | \$ 18.45 | 0.5727 | \$ 30.59 | \$ 994.13 | | |
| Title | Equip Operator/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 29.18 | | \$ 29.18 | \$ 218.81 | |
| | | | OT2 | 15.0 | | | | | | | | | | | | | | | | | | | | | | | | 15.00 | \$ 29.18 | | \$ 29.18 | \$ 437.53 |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 29.18 | \$ 29.18 | \$ - | |
| Name | Ekrodge, John | FT | REG | 1.5 | 9.0 | 9.0 | 9.0 | | | | | | | | | | | | | | | | | | | 28.50 | \$ 25.84 | 0.5727 | \$ 40.32 | \$ 1,149.23 | | |
| Title | Trk Driver/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 38.46 | | \$ 38.46 | \$ 288.45 | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 38.46 | | \$ 38.46 | \$ 153.84 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 38.46 | \$ 38.46 | \$ - | |

| | | | |
|-------------------|---------|-------------------|--------------|
| TOTAL HOURS | 265.00 | REG TIME SUBTOTAL | \$ 8,563.16 |
| GRAND TOTAL HOURS | 1189.50 | O/T SUBTOTAL | \$ 3,363.65 |
| SHEET REG HOURS | 183.00 | REG GRAND TOTAL | \$ 29,885.43 |
| SHEET OT HOURS | 102.00 | O/T GRAND TOTAL | \$ 11,555.92 |
| | | GRAND TOTAL | \$ 41,441.34 |

I certify that the above information was obtained from Payroll records, invoices, or other documents that are available for audit.

| | | |
|-------------------------|----------------------|------|
| Lea Culver CERTIFIED | EM Director TITLE | DATE |
|-------------------------|----------------------|------|

| FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR RECORD | | | | | | | |
|---|------------|----------|--------------|------------|------|----|----|
| APPLICANT | PW REF NO. | CATEGORY | FIPS NO. | DISASTER # | | | |
| Town Of Harwich | HRAWB01 | C | 001-29020-00 | FEMA | 4097 | DR | MA |

| | | STAFF | REG | 10/29 | 10/30 | 10/31 | 11/1 | 11/2 | 11/3 | 11/4 | 11/5 | 11/6 | 11/7 | 11/8 | 11/9 | 11/10 | 11/11 | 11/12 | 11/13 | 11/14 | 11/15 | 11/16 | 11/17 | 11/18 | TOTAL HRS | HOURLY RATE | BENEFIT RATE | TOTAL HOURLY | TOTAL COST | | | |
|--|------------------------|-------|-----|-------|-------|-------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----------------|-------------|-------------------|--------------|--------------|-----------|-----------|-----------|
| Name | Moneely, Daniel | FT | REG | 0.5 | 8.0 | 8.0 | 8.0 | 8.0 | | | | | | | | | | | | | | | | | 32.50 | \$ 23.60 | 0.5727 | \$ 37.12 | \$ 1,208.25 | | | |
| Title | Equip Operator | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 35.40 | | \$ 35.40 | \$ 265.50 | | |
| | | | OT2 | 3.5 | | | | | | | | | | | | | | | | | | | | | | | 3.50 | \$ 35.40 | | \$ 35.40 | \$ 123.90 | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 35.40 | \$ 35.40 | \$ - | |
| Name | Kleman, Michael | FT | REG | 0.5 | 8.0 | 8.0 | 8.0 | | | | | | | | | | | | | | | | | | 24.50 | \$ 29.17 | 0.5727 | \$ 44.30 | \$ 1,085.41 | | | |
| Title | Equip Operator/Laborer | | OT1 | 7.5 | | | | | | | | | | | | | | | | | | | | | | | 7.50 | \$ 42.26 | | \$ 42.26 | \$ 318.91 | |
| | | | OT2 | 3.5 | | | | | | | | | | | | | | | | | | | | | | | | 3.50 | \$ 42.26 | | \$ 42.26 | \$ 147.89 |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 42.26 | \$ 42.26 | \$ - | |
| Name | Bongston, Zachary | T | REG | 8.8 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 40.00 | \$ 11.00 | 0.5727 | \$ 17.30 | \$ 691.08 | | | |
| Title | Trk Driver/Laborer | | OT1 | | | | | | | | | | | | | | | | | | | | | | | | | \$ 18.50 | \$ 18.50 | \$ - | | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 18.50 | | \$ 18.50 | \$ 66.00 |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 18.50 | \$ 18.50 | \$ - | |
| Name | Grosso, Cody | T | REG | 8.8 | 8.8 | 8.8 | 8.8 | 5.0 | | | | | | | | | | | | | | | | | 40.00 | \$ 11.50 | 0.5727 | \$ 18.08 | \$ 723.44 | | | |
| Title | Laborer | | OT1 | | | | | | | | | | | | | | | | | | | | | | | | | \$ 17.25 | \$ 17.25 | \$ - | | |
| | | | OT2 | 4.0 | | | | | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 17.25 | | \$ 17.25 | \$ 69.00 |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ 17.25 | \$ 17.25 | \$ - | |
| Name | | | REG | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | | |
| Title | | | OT1 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | |
| | | | OT2 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | |
| Name | | | REG | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | | |
| Title | | | OT1 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | |
| | | | OT2 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | |
| | | | OT3 | | | | | | | | | | | | | | | | | | | | | | | | | | \$ - | \$ - | \$ - | |
| | | | | | | | | | | | | | | | | | | | | | | | | | TOTAL HRS | 157.00 | REG TIME SUBTOTAL | | \$ 3,707.08 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | GRAND TOTAL HRS | 1128.50 | OT SUBTOTAL | | \$ 989.21 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | SHEET REG HOURS | 137.00 | REG GRAND TOTAL | | \$ 29,885.43 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | SHEET OT HOURS | 32.00 | OT GRAND TOTAL | | \$ 11,555.92 | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | GRAND TOTAL | | | | \$ 41,441.34 | | | |
| I certify that the above information was obtained from Payroll records, invoices, or other documents that are available for audit. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lee Culver | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CERTIFIED | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EM Director | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TITLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Included PW Complete VLS June 2010 Const 20022010

APPLICANT'S BENEFITS CALCULATION WORKSHEET

| | | | | | |
|-----------------|------------|--------------|----------|----------|----|
| APPLICANT | PW REF NO. | FIPS NO. | CATEGORY | DISASTER | |
| Town Of Harwich | HRAWB01 | 001-28020-00 | C | 4007 | MA |

ENTER TOTAL ANNUAL PAYROLL

\$2,018,212.45

| | | REGULAR TIME % | OVERTIME % |
|--------------------------------------|---------------|----------------|--|
| Holidays | 11 | 4.23% | <div style="border: 1px solid black; padding: 2px; font-size: small;"> If the benefit is applied to the overtime fringe rate, select the proper box </div> |
| Vacation Leave | 18.5 | 7.12% | |
| Sick Leave | 15 | 5.77% | |
| * Social Security | | 6.20% | |
| * Medicare | | 1.45% | |
| * Unemployment | | | |
| * Worker's Comp | | | |
| ** Retirement | \$ 319,007.40 | 15.81% | |
| Health Benefits | \$ 336,281.45 | 16.66% | |
| Life Insurance Benefits | \$ 697.20 | 0.03% | |
| Other (Describe here) | | | |
| Total (in % of annual salary) | | 57.27% | |

(FIGURES IN BLUE AUTOMATICALLY "GO" TO THE FORCE ACCOUNT LABOR SHEETS)

COMMENTS:

I CERTIFY THAT THE INFORMATION ABOVE WAS TRANSCRIBED FROM PAYROLL RECORDS OR OTHER DOCUMENTS WHICH ARE AVAILABLE FOR AUDIT.

CERTIFIED: Lee Culver

TITLE: EM Director

DATE: _____

* Only categories for overtime fringe benefits.

** Only an overtime fringe benefit when supported by employee contract

TOWN BRUSH SUMMARY

Date 03/22/13
Time 13:07:22

Town of Harwich, MA

Page 1

Material Analysis Report by Material

Inbound and outbound materials for the period 10/30/2012 - 11/02/2012

Summary Report for sites 00 - 99

Accounts 0 - 999999 Customer Types - z Materials 12 - 12 Material Types - z

| Date | Material | Type | Customer | Type | Tickets | Count | Est. vol. | Act. Vol. | Est. Wt. | Actual Wt. | Charge |
|------|----------|------|----------|----------------|---------|-------|-----------|-----------|----------|------------|--------|
| 12 | | | | Total | 185 | 0 | 51980 | 0 | 25.99 | 25.99 | 0.00 |
| | | | | Average | | 0 | 281 | 0 | 0.14 | 0.14 | 0.00 |
| | | | | Report Total | 185 | 0 | 51980 | 0 | 25.99 | 25.99 | 0.00 |
| | | | | Report Average | | 0 | 281 | 0 | 0.14 | 0.14 | 0.00 |

TOWN BKUHT

Date 03/22/13
Time 13:12:40

Town of Harwich, MA

Page 1

Material Analysis Report by Material

Inbound and outbound materials for the period 10/30/2012 - 11/02/2012

Detailed Report for sites 00 - 99

Accounts 0 - 999999 Customer Types - z Materials 12 - 12 Material Types - z

| Date | Material | Type | Customer | Type | Tickets | Count | Est. vol. | Act. Vol. | Est. Wt. | Actual Wt. | Charge |
|----------|----------|------|----------|------|-----------|-------|-----------|-----------|----------|------------|--------|
| 10/30/12 | 12 | C | 0 | | 01-656751 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656753 | 0 | 680 | 0 | 0.34 | 0.34 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656755 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656761 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656763 | 0 | 1760 | 0 | 0.88 | 0.88 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656764 | 0 | 800 | 0 | 0.40 | 0.40 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656767 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656771 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656774 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656775 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656777 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656779 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656780 | 0 | 1400 | 0 | 0.70 | 0.70 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656781 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656784 | 0 | 480 | 0 | 0.24 | 0.24 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656785 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656788 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656791 | 0 | 1180 | 0 | 0.59 | 0.59 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656793 | 0 | 340 | 0 | 0.17 | 0.17 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656805 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656810 | 0 | 740 | 0 | 0.37 | 0.37 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656814 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656816 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656819 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656825 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656827 | 0 | 80 | 0 | 0.04 | 0.04 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656830 | 0 | 400 | 0 | 0.20 | 0.20 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656832 | 0 | 620 | 0 | 0.31 | 0.31 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656833 | 0 | 380 | 0 | 0.19 | 0.19 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656835 | 0 | 200 | 0 | 0.10 | 0.10 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656836 | 0 | 560 | 0 | 0.28 | 0.28 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656837 | 0 | 240 | 0 | 0.12 | 0.12 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656839 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656842 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656843 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656845 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656848 | 0 | 380 | 0 | 0.19 | 0.19 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656852 | 0 | 660 | 0 | 0.33 | 0.33 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656853 | 0 | 220 | 0 | 0.11 | 0.11 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656855 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656857 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |

Date 03/22/13
Time 13:12:40

Town of Harwich, MA

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Material Analysis Report by Material

Inbound and outbound materials for the period 10/30/2012 - 11/02/2012

Detailed Report for sites 00 - 99

Accounts 0 - 999999 Customer Types - z Materials 12 - 12 Material Types - z

| Date | Material | Type | Customer | Type | Tickets | Count | Est. vol. | Act. Vol. | Est. Wt. | Actual Wt. | Charge |
|----------|----------|------|----------|------|-----------|-------|-----------|-----------|----------|------------|--------|
| 10/30/12 | 12 | C | 0 | | 01-656863 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656873 | 0 | 880 | 0 | 0.44 | 0.44 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656874 | 0 | 320 | 0 | 0.16 | 0.16 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656877 | 0 | 580 | 0 | 0.29 | 0.29 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656878 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656880 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/30/12 | 12 | C | 44 | X | 01-656882 | 0 | 1000 | 0 | 0.50 | 0.50 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656884 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656888 | 0 | 80 | 0 | 0.04 | 0.04 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656889 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656896 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656897 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656902 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656903 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656908 | 0 | 260 | 0 | 0.13 | 0.13 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656909 | 0 | 80 | 0 | 0.04 | 0.04 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656914 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/30/12 | 12 | C | 12 | Y | 01-656919 | 0 | 800 | 0 | 0.40 | 0.40 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656921 | 0 | 1100 | 0 | 0.55 | 0.55 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656922 | 0 | 540 | 0 | 0.27 | 0.27 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656923 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656924 | 0 | 260 | 0 | 0.13 | 0.13 | 0.00 |
| 10/30/12 | 12 | C | 0 | | 01-656933 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656934 | 0 | 320 | 0 | 0.16 | 0.16 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656955 | 0 | 400 | 0 | 0.20 | 0.20 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656966 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656967 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656968 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656969 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656971 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656972 | 0 | 320 | 0 | 0.16 | 0.16 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656977 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656978 | 0 | 660 | 0 | 0.33 | 0.33 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656981 | 0 | 320 | 0 | 0.16 | 0.16 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656985 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656987 | 0 | 440 | 0 | 0.22 | 0.22 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656988 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656990 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-656998 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657004 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657006 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |

Date 03/22/13
Time 13:12:40

Town of Harwich, MA

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Material Analysis Report by Material

Inbound and outbound materials for the period 10/30/2012 - 11/02/2012

Detailed Report for sites 00 - 99

Accounts 0 - 999999 Customer Types - z Materials 12 - 12 Material Types - z

| Date | Material | Type | Customer | Type | Tickets | Count | Est. vol. | Act. Vol. | Est. Wt. | Actual Wt. | Charge |
|----------|----------|------|----------|------|-----------|-------|-----------|-----------|----------|------------|--------|
| 10/31/12 | 12 | C | 0 | | 01-657008 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657009 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657012 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657015 | 0 | 400 | 0 | 0.20 | 0.20 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657030 | 0 | 460 | 0 | 0.23 | 0.23 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657031 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657039 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657044 | 0 | 460 | 0 | 0.23 | 0.23 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657051 | 0 | 260 | 0 | 0.13 | 0.13 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657052 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657055 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657066 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657069 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657075 | 0 | 500 | 0 | 0.25 | 0.25 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657078 | 0 | 740 | 0 | 0.37 | 0.37 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657080 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657084 | 0 | 240 | 0 | 0.12 | 0.12 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657086 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657088 | 0 | 420 | 0 | 0.21 | 0.21 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657089 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 10/31/12 | 12 | C | 0 | | 01-657076 | 0 | 380 | 0 | 0.19 | 0.19 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657104 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657115 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657116 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657119 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657121 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657122 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657124 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657130 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657142 | 0 | 520 | 0 | 0.26 | 0.26 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657148 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657157 | 0 | 240 | 0 | 0.12 | 0.12 | 0.00 |
| 11/01/12 | 12 | C | 12 | Y | 01-657158 | 0 | 780 | 0 | 0.39 | 0.39 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657161 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657164 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657172 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657175 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/01/12 | 12 | C | 12 | Y | 01-657176 | 0 | 1420 | 0 | 0.71 | 0.71 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657177 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657181 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657187 | 0 | 600 | 0 | 0.30 | 0.30 | 0.00 |

Date 03/22/13
Time 13:12:40

Town of Barwich, MA

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Material Analysis Report by Material

Inbound and outbound materials for the period 10/30/2012 - 11/02/2012
Detailed Report for sites 00 - 99

Accounts 0 - 999999 Customer Types - z Materials 12 - 12 Material Types - z

| Date | Material | Type | Customer | Type | Tickets | Count | Est. vol. | Act. Vol. | Est. Wt. | Actual Wt. | Charge |
|----------|----------|------|----------|------|-----------|-------|-----------|-----------|----------|------------|--------|
| 11/01/12 | 12 | C | 0 | | 01-657194 | 0 | 380 | 0 | 0.19 | 0.19 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657214 | 0 | 80 | 0 | 0.04 | 0.04 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657216 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657223 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657231 | 0 | 20 | 0 | 0.01 | 0.01 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657234 | 0 | 420 | 0 | 0.21 | 0.21 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657236 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657238 | 0 | 220 | 0 | 0.11 | 0.11 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657244 | 0 | 80 | 0 | 0.04 | 0.04 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657247 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657253 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657255 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657259 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657267 | 0 | 340 | 0 | 0.17 | 0.17 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657270 | 0 | 140 | 0 | 0.07 | 0.07 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657278 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/01/12 | 12 | C | 0 | | 01-657282 | 0 | 340 | 0 | 0.17 | 0.17 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657287 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657295 | 0 | 220 | 0 | 0.11 | 0.11 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657299 | 0 | 200 | 0 | 0.10 | 0.10 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657303 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657307 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657311 | 0 | 1320 | 0 | 0.66 | 0.66 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657315 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657321 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657326 | 0 | 460 | 0 | 0.23 | 0.23 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657329 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657331 | 0 | 920 | 0 | 0.46 | 0.46 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657336 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657338 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 |
| 11/02/12 | 12 | C | 12 | Y | 01-657340 | 0 | 340 | 0 | 0.17 | 0.17 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657341 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657348 | 0 | 80 | 0 | 0.04 | 0.04 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657353 | 0 | 220 | 0 | 0.11 | 0.11 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657354 | 0 | 240 | 0 | 0.12 | 0.12 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657363 | 0 | 240 | 0 | 0.12 | 0.12 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657370 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657374 | 0 | 540 | 0 | 0.27 | 0.27 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657376 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 |
| 11/02/12 | 12 | C | 12 | Y | 01-657379 | 0 | 340 | 0 | 0.17 | 0.17 | 0.00 |
| 11/02/12 | 12 | C | 0 | | 01-657380 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 |

Date 03/22/13
 Time 13:12:40

Town of Harwich, MA

Page 5

Material Analysis Report by Material

Inbound and outbound materials for the period 10/30/2012 - 11/02/2012

Detailed Report for sites 00 - 99

Accounts 0 - 999999 Customer Types - z Materials 12 - 12 Material Types - z

| Date | Material | Type | Customer | Type | Tickets | Count | Est. vol. | Act. Vol. | Est. Wt. | Actual Wt. | Charge | |
|-----------------------|----------|------|----------|------|-----------|-------|-----------|-----------|----------|------------|--------|------|
| 11/02/12 | 12 | C | 0 | | 01-657382 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657384 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657386 | 0 | 160 | 0 | 0.08 | 0.08 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657387 | 0 | 200 | 0 | 0.10 | 0.10 | 0.00 | |
| 11/02/12 | 12 | C | 12 | Y | 01-657394 | 0 | 220 | 0 | 0.11 | 0.11 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657397 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657400 | 0 | 40 | 0 | 0.02 | 0.02 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657417 | 0 | 0 | 0 | 0.00 | 0.00 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657422 | 0 | 320 | 0 | 0.16 | 0.16 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657426 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657427 | 0 | 180 | 0 | 0.09 | 0.09 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657435 | 0 | 240 | 0 | 0.12 | 0.12 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657439 | 0 | 120 | 0 | 0.06 | 0.06 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657441 | 0 | 240 | 0 | 0.12 | 0.12 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657451 | 0 | 100 | 0 | 0.05 | 0.05 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657453 | 0 | 60 | 0 | 0.03 | 0.03 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657455 | 0 | 280 | 0 | 0.14 | 0.14 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657456 | 0 | 360 | 0 | 0.18 | 0.18 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657462 | 0 | 260 | 0 | 0.13 | 0.13 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657466 | 0 | 300 | 0 | 0.15 | 0.15 | 0.00 | |
| 11/02/12 | 12 | C | 0 | | 01-657474 | 0 | 680 | 0 | 0.34 | 0.34 | 0.00 | |
| Total | | | | | | 185 | 0 | 51980 | 0 | 25.99 | 25.99 | 0.00 |
| Average | | | | | | | 0 | 281 | 0 | 0.14 | 0.14 | 0.00 |
| Report Total | | | | | | 185 | 0 | 51980 | 0 | 25.99 | 25.99 | 0.00 |
| Report Average | | | | | | | 0 | 281 | 0 | 0.14 | 0.14 | 0.00 |

| | |
|-------------------------------|--------|
| BANK ST @ HARBORMASTERS | TREE |
| KENDRICK RD @ SCOTLIN WY | BRANCH |
| 142 KENDRICK RD | BRANCH |
| KENDRICK RD @ CHRISTOPHER WAY | BRANCH |
| 56 LONG ROAD | TREE |
| SALT HAY... | --- |

HURRICANE SANDY DAMAGE LOCATIONS

| | |
|------------------------------|----------|
| 21 WOODLAND RD | BRANCH |
| MAIN STREET WEST OF CENTER | TREE |
| GORHAM RD @ RT 28 | TREE |
| 124 @ PRINCE CHARLES | TREE |
| 236 SOUTH ST | TREE |
| 653 MAIN ST | TREE |
| WILLOW ST EAST OF BELMONT RD | TREE |
| COVE LANDING RD. | FLOODING |
| 231 BANK ST | TREE |
| CROSS ST @ MILES ST | TREE |
| QUEEN ANNE RD @ OBED BROOKS | BRANCH |
| RT 39 @ SHADY DR | TREE |
| OAK ST @ GOLF COURSE | TREE |
| BANK ST @ GORHAM RD | TREE |
| BAY RD @ RT 28 | FLOODING |
| RT 124 / DEON LANE | BRANCH |
| SISSON RD @ SOUTH ST | TREE |
| HOLMES RD | TREE |
| 190 BANK ST | TREE |
| 18 N... | --- |

| | |
|---------------------------------|---------|
| BANK ST @ HARBORMASTERS | TREE |
| KENDRICK RD @ SCOTLIN WAY | BRANCH |
| 142 KENDRICK RD | BRANCH |
| KENDRICK RD @ CHRISTOPHER WAY | BRANCH |
| 56 LONG ROAD | TREE |
| SALT MEADOW LN IN APPROX 200 FT | TREE |
| TUCKERS WAY (PVT) | TREE |
| 56 MICES ST | 3 TREES |
| PRINCESS ST @ CHATHAM | TREE |
| 58 LONG RD | TREE |
| SPINDRIFT LN (PVT) | TREE |

DIVISION OF HIGHWAYS MAINTENANCE

| Name | 11/3/12 | Rate | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total Hours | Amount | Total Pay |
|----------------------------|---------|----------|------|-------|------|------|------|------|------|-------------|----------|------------|
| REUSS, WILLIAM | H | \$18.430 | | 1.25 | 8.75 | 8.75 | 8.75 | 5.00 | | 32.50 | \$598.98 | \$861.60 |
| T.H Closed OT per contract | | \$27.648 | | 7.50 | | | | | | 7.50 | \$207.33 | |
| Storm OT | | \$27.648 | | 2.00 | | | | | | 2.00 | \$55.29 | |
| | | | | | | | | | | 42.00 | | |
| SMITH, DAVID | H | \$21.230 | | 1.50 | 9.00 | 9.00 | | 5.00 | | 24.50 | \$520.14 | \$1,183.57 |
| Overtime | | \$31.845 | | | | | | | 4.00 | 4.00 | \$127.38 | |
| T.H Closed OT per contract | | \$31.845 | | 7.50 | | | | | | 7.50 | \$238.83 | |
| Storm OT | | \$31.845 | | 4.00 | | | | | | 4.00 | \$127.38 | |
| Personal Time | | \$21.230 | | | | | 8.00 | | | 8.00 | \$169.84 | |
| | | | | | | | | | | 48.00 | | |
| STRATTON, WALTER | H | \$28.170 | | 1.25 | 8.75 | 8.75 | 4.75 | 5.00 | | 28.50 | \$802.85 | \$1,697.25 |
| Overtime | | \$42.255 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 7.00 | \$295.79 | |
| T.H Closed OT per contract | | \$42.255 | | 7.50 | | | | | | 7.50 | \$316.91 | |
| Storm OT | | \$42.255 | | 4.00 | | | | | | 4.00 | \$169.02 | |
| Sick Time | | \$28.170 | | | | | 4.00 | | | 4.00 | \$112.68 | |
| | | | | | | | | | | 51.00 | | |
| TUOMINEN, CHARLES | H | \$28.170 | | 1.50 | 9.00 | 9.00 | 9.00 | | | 28.50 | \$802.85 | \$1,507.10 |
| Overtime | | \$42.255 | | | | 0.50 | | | 2.00 | 2.50 | \$105.64 | |
| T.H Closed OT per contract | | \$42.255 | | 7.50 | | | | | | 7.50 | \$316.91 | |
| Storm OT | | \$42.255 | | 4.00 | | | | | | 4.00 | \$169.02 | |
| Vacation Time | | \$28.170 | | | | | | 4.00 | | 4.00 | \$112.68 | |
| | | | | | | | | | | 46.50 | | |
| WRIGHTINGTON, DAVID | H | \$22.410 | | 1.25 | 8.75 | 8.75 | 8.75 | 5.00 | | 32.50 | \$728.33 | \$1,484.67 |
| T.H Closed OT per contract | | \$33.615 | | 7.50 | | | | | | 7.50 | \$252.11 | |
| Storm OT | | \$33.615 | | 15.00 | | | | | | 15.00 | \$504.23 | |
| | | | | | | | | | | 55.00 | | |
| CURRIE, ROBERT | HP | \$18,500 | | | | | | | | | | |
| WILLIAMS, ROBERT | HP | \$18,500 | | | | | | | | | | |
| ALBEE, BRIAN | P | \$21.230 | | 1.25 | 8.75 | 8.75 | 8.75 | 5.00 | | 32.50 | \$889.98 | \$1,056.19 |
| T.H Closed OT per contract | | \$31.845 | | 7.50 | | | | | | 7.50 | \$238.83 | |
| Storm OT | | \$31.845 | | 4.00 | | | | | | 4.00 | \$127.38 | |
| | | | | | | | | | | 44.00 | | |
| BERUBE, RICHARD | P | \$28.170 | | 1.25 | 8.75 | 8.75 | 8.75 | 5.00 | | 32.50 | \$915.53 | \$1,401.46 |
| T.H Closed OT per contract | | \$42.255 | | 7.50 | | | | | | 7.50 | \$316.91 | |
| Storm OT | | \$42.255 | | 4.00 | | | | | | 4.00 | \$169.02 | |
| | | | | | | | | | | 44.00 | | |
| HOPKINS, JARED | C | \$21.230 | | 1.50 | 9.00 | 9.00 | | 5.00 | | 24.50 | \$520.14 | \$1,406.49 |
| T.H Closed OT per contract | | \$31.845 | | 7.50 | | | | | | 7.50 | \$238.83 | |
| Storm OT | | \$31.845 | | 15.00 | | | | | | 15.00 | \$477.68 | |
| Sick Time | | \$21.230 | | | | | 8.00 | | | 8.00 | \$169.84 | |
| | | | | | | | | | | 55.00 | | |

DIVISION OF HIGHWAYS MAINTENANCE

| Name | Rate | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Total Hours | Amount | Total Pay |
|--------------|--------------------------|-----|------|------|------|------|------|------|-------------|----------|--------------------|
| FRANCIS, C. | 11/3/12 F \$17.160 | | | | | | | | | | |
| GROSSE, CODY | DS \$11.500 | | 8.75 | 8.75 | 8.75 | 8.75 | 5.00 | | 40.00 | \$460.00 | \$718.75 |
| Overtime | \$17.250 | | | | | | 3.00 | 8.00 | 11.00 | \$189.75 | |
| Storm OT | \$17.250 | | 4.00 | | | | | | 4.00 | \$69.00 | |
| | 55.00 | | | | | | | | | | |
| TOTAL | | | | | | | | | | | \$40,500.96 |

Approved for \$ **\$40,500.96** . Certification is hereby made under the penalties of perjury that the statements set forth in this payroll are true to the best of my knowledge and belief.

Lincoln S. Hooper
Director of Highways & Maintenance

Town Accountant

| DEPARTMENT | OBJECT | REGULAR AMOUNT | ORG. | OBJECT | O.T. AMOUNT | TOTAL |
|-------------------------|--------|--------------------|--------|--------|--------------------|--------------------|
| HIGHWAY FULL-TIME | 611900 | \$11,458.22 | 014211 | 613000 | \$6,282.92 | \$17,741.14 |
| HIGHWAY PT - YR ROUND | 611800 | | 014211 | 613000 | | |
| HIGHWAY SEASONAL | 612000 | | 014211 | 613000 | | |
| DISPOSAL FULL-TIME | 611810 | \$6,642.61 | 014211 | 613010 | \$2,832.19 | \$8,474.80 |
| DISPOSAL PT - YR ROUND | 611810 | \$1,428.82 | 014211 | 613010 | | \$1,428.82 |
| DISPOSAL SEASONAL | 612010 | \$460.00 | 014211 | 613010 | \$268.75 | \$718.75 |
| CEMETERY FULL-TIME | 611920 | \$1,350.71 | 014211 | 613020 | \$1,402.65 | \$2,753.36 |
| CEMETERY SEASONAL | 612020 | \$440.00 | 014211 | 613020 | \$68.00 | \$608.00 |
| PARK FULL-TIME | 611930 | \$1,805.51 | 014211 | 613030 | \$862.14 | \$2,467.65 |
| PARK/BEACH SEASONAL | 612030 | | 014211 | 613030 | | |
| FORESTRY PT - YR ROUND | 611840 | | 014211 | 613040 | | |
| BUILDING MAINT. | 611960 | \$1,465.43 | 014211 | 613050 | \$777.80 | \$2,243.23 |
| CUSTODIAL FULL-TIME | 611990 | \$2,183.78 | 014211 | 613090 | \$363.79 | \$2,637.57 |
| CUSTODIAL PT - YR ROUND | 611890 | \$1,407.88 | 014211 | 613090 | \$231.76 | \$1,639.64 |
| TOTAL | | \$27,442.96 | | | \$13,058.00 | \$40,500.96 |

No. 1

NOV 3 2012

NAME R. Alward

| R.T. HOURS O.T. | IN | OUT | R.T. HOURS O.T. |
|-----------------------|----|-----|-----------------------|
| 1 1/4 | | | 8 3/4 |
| 7 1/2 | | | 7 1/2 |
| 8 3/4 | | | 8 3/4 |
| 8 3/4 | | | 8 3/4 |
| 5 | | | 5 |
| REG 32 1/2 | | | REG 32 1/2 |
| AMOUNT 4 | | | AMOUNT 4 |
| TOTAL EARNINGS 12 1/2 | | | TOTAL EARNINGS 12 1/2 |
| TOTAL DEDUCTIONS | | | TOTAL DEDUCTIONS |
| BALANCE DUE | | | BALANCE DUE |
| NO. OF EXEMPTIONS | | | NO. OF EXEMPTIONS |
| F.I.C.A. | | | F.I.C.A. |
| FED. W.T. | | | FED. W.T. |
| INSURANCE | | | INSURANCE |
| CITY/ST. W.T. | | | CITY/ST. W.T. |
| ST. UN. COMP. | | | ST. UN. COMP. |
| ST. DIS. BEN. | | | ST. DIS. BEN. |
| DUES | | | DUES |
| BONDS | | | BONDS |

PAYMENT RECEIVED IN FULL.

No. 2

NOV 3 2012

NAME T. Badach

| R.T. HOURS O.T. | IN | OUT | R.T. HOURS O.T. |
|-------------------|----|-----|-------------------|
| 1 1/4 | | | 7 1/2 |
| 7 1/2 | | | 7 1/2 |
| 8 3/4 | | | 8 3/4 |
| 8 3/4 | | | 8 3/4 |
| 5 | | | 5 |
| REG 32 1/2 | | | REG 32 1/2 |
| RATE 7 1/2 | | | RATE 7 1/2 |
| AMOUNT 4 | | | AMOUNT 4 |
| TOTAL EARNINGS 4 | | | TOTAL EARNINGS 4 |
| TOTAL DEDUCTIONS | | | TOTAL DEDUCTIONS |
| BALANCE DUE | | | BALANCE DUE |
| NO. OF EXEMPTIONS | | | NO. OF EXEMPTIONS |
| F.I.C.A. | | | F.I.C.A. |
| FED. W.T. | | | FED. W.T. |
| INSURANCE | | | INSURANCE |
| CITY/ST. W.T. | | | CITY/ST. W.T. |
| ST. UN. COMP. | | | ST. UN. COMP. |
| ST. DIS. BEN. | | | ST. DIS. BEN. |
| DUES | | | DUES |
| BONDS | | | BONDS |

PAYMENT RECEIVED IN FULL.

No. 3

NOV 3 2012

NAME T. Gagnon

| R.T. HOURS O.T. | IN | OUT | R.T. HOURS O.T. |
|-------------------|----|-----|-------------------|
| 1 1/4 | | | 7 1/2 |
| 7 1/2 | | | 7 1/2 |
| 8 3/4 | | | 8 3/4 |
| 8 3/4 | | | 8 3/4 |
| 5 | | | 5 |
| REG 32 1/2 | | | REG 32 1/2 |
| RATE 7 1/2 | | | RATE 7 1/2 |
| AMOUNT 4 | | | AMOUNT 4 |
| TOTAL EARNINGS 4 | | | TOTAL EARNINGS 4 |
| TOTAL DEDUCTIONS | | | TOTAL DEDUCTIONS |
| BALANCE DUE | | | BALANCE DUE |
| NO. OF EXEMPTIONS | | | NO. OF EXEMPTIONS |
| F.I.C.A. | | | F.I.C.A. |
| FED. W.T. | | | FED. W.T. |
| INSURANCE | | | INSURANCE |
| CITY/ST. W.T. | | | CITY/ST. W.T. |
| ST. UN. COMP. | | | ST. UN. COMP. |
| ST. DIS. BEN. | | | ST. DIS. BEN. |
| DUES | | | DUES |
| BONDS | | | BONDS |

PAYMENT RECEIVED IN FULL.

No. 4 NOV 3 2012

NAME S. Hersey

| Day | R.T. HOURS | O.T. | IN | OUT | DATE | TIME |
|---|------------|-------|----|-----|-----------|------|
| 1 | 1 1/4 | 7 1/2 | IN | OUT | OCT 29 MO | 5:52 |
| 2 | 1 1/4 | 7 1/2 | IN | OUT | OCT 29 MO | 5:52 |
| 3 | 8% | | IN | OUT | OCT 29 MO | 5:52 |
| 4 | 8% | | IN | OUT | OCT 29 MO | 5:52 |
| 5 | 8% | | IN | OUT | OCT 29 MO | 5:52 |
| 6 | 5 | | IN | OUT | OCT 29 MO | 5:52 |
| 7 | | | IN | OUT | OCT 29 MO | 5:52 |
| 32 1/2 REG RATE 7 1/2 HAZ 1/2 AMOUNT 4 OT | | | | | | |
| TOTAL EARNINGS | | | | | | |
| TOTAL DEDUCTIONS | | | | | | |
| BALANCE DUE | | | | | | |
| NO. OF EXEMPTIONS | | | | | | |
| F.I.C.A. | | | | | | |
| FED. W.T. | | | | | | |
| INSURANCE | | | | | | |
| CITY/ST. W.T. | | | | | | |
| ST. UN. COMP. | | | | | | |
| ST. DIS. BEN. | | | | | | |
| DUES | | | | | | |
| BONDS | | | | | | |

PAYMENT RECEIVED IN FULL

No. 5 NOV 3-12

NAME B. Hickey

| Day | R.T. HOURS | O.T. | IN | OUT | DATE | TIME |
|---|------------|-------|----|-----|-----------|------|
| 1 | 1 1/4 | 7 1/2 | IN | OUT | OCT 29 MO | 5:47 |
| 2 | 1 1/4 | 7 1/2 | IN | OUT | OCT 29 MO | 5:47 |
| 3 | 8% | | IN | OUT | OCT 29 MO | 5:47 |
| 4 | 8% | | IN | OUT | OCT 29 MO | 5:47 |
| 5 | 8% | | IN | OUT | OCT 29 MO | 5:47 |
| 6 | 5 | | IN | OUT | OCT 29 MO | 5:47 |
| 7 | | | IN | OUT | OCT 29 MO | 5:47 |
| 32 1/2 REG RATE 7 1/2 HAZ 1/2 AMOUNT 4 OT | | | | | | |
| TOTAL EARNINGS | | | | | | |
| TOTAL DEDUCTIONS | | | | | | |
| BALANCE DUE | | | | | | |
| NO. OF EXEMPTIONS | | | | | | |
| F.I.C.A. | | | | | | |
| FED. W.T. | | | | | | |
| INSURANCE | | | | | | |
| CITY/ST. W.T. | | | | | | |
| ST. UN. COMP. | | | | | | |
| ST. DIS. BEN. | | | | | | |
| DUES | | | | | | |
| BONDS | | | | | | |

PAYMENT RECEIVED IN FULL

No. 6 NOV 3 2012

NAME C. Holmes

| Day | R.T. HOURS | O.T. | IN | OUT | DATE | TIME |
|---|------------|-------|----|-----|-----------|------|
| 1 | 1 1/4 | 7 1/2 | IN | OUT | OCT 29 MO | 5:52 |
| 2 | 1 1/4 | 7 1/2 | IN | OUT | OCT 29 MO | 5:52 |
| 3 | 8% | | IN | OUT | OCT 29 MO | 5:52 |
| 4 | 8% | | IN | OUT | OCT 29 MO | 5:52 |
| 5 | 8% | | IN | OUT | OCT 29 MO | 5:52 |
| 6 | 5 | | IN | OUT | OCT 29 MO | 5:52 |
| 7 | | | IN | OUT | OCT 29 MO | 5:52 |
| 32 1/2 REG RATE 7 1/2 HAZ 1/2 AMOUNT 4 OT | | | | | | |
| TOTAL EARNINGS | | | | | | |
| TOTAL DEDUCTIONS | | | | | | |
| BALANCE DUE | | | | | | |
| NO. OF EXEMPTIONS | | | | | | |
| F.I.C.A. | | | | | | |
| FED. W.T. | | | | | | |
| INSURANCE | | | | | | |
| CITY/ST. W.T. | | | | | | |
| ST. UN. COMP. | | | | | | |
| ST. DIS. BEN. | | | | | | |
| DUES | | | | | | |
| BONDS | | | | | | |

PAYMENT RECEIVED IN FULL

NOV 3 2012

NAME D. Nickerson

| Day | R.T. HOURS O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY | |
|----------------|-----------------|------------------|-----|-------------|---------|-------------------|---------|----------|---------|-----------|--|
| 1 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 2 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 3 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 4 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 5 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 6 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 7 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| TOTAL EARNINGS | | TOTAL DEDUCTIONS | | BALANCE DUE | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | |
| TOTAL EARNINGS | | TOTAL DEDUCTIONS | | BALANCE DUE | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | |

PAYMENT RECEIVED IN FULL

No. 8

NOV 3 2012

NAME B. Reuss

| Day | R.T. HOURS O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY | |
|----------------|-----------------|------------------|-----|-------------|---------|-------------------|---------|----------|---------|-----------|--|
| 1 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 2 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 3 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 4 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 5 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 6 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| 7 | | | | 8 1/2 | 8 1/4 | 8 1/2 | 8 1/2 | 5 | | | |
| TOTAL EARNINGS | | TOTAL DEDUCTIONS | | BALANCE DUE | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | |
| TOTAL EARNINGS | | TOTAL DEDUCTIONS | | BALANCE DUE | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | |

PAYMENT RECEIVED IN FULL

No. 9 NOV 3 2012

NAME D. Smith

| Day | R.T. HOURS O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY | |
|----------------|-----------------|------------------|-----|-------------|---------|-------------------|---------|----------|---------|-----------|--|
| 1 | | | | 9 | 9 | 9 | 9 | 5 | | | |
| 2 | | | | 9 | 9 | 9 | 9 | 5 | | | |
| 3 | | | | 9 | 9 | 9 | 9 | 5 | | | |
| 4 | | | | 9 | 9 | 9 | 9 | 5 | | | |
| 5 | | | | 9 | 9 | 9 | 9 | 5 | | | |
| 6 | | | | 9 | 9 | 9 | 9 | 5 | | | |
| 7 | | | | 9 | 9 | 9 | 9 | 5 | | | |
| TOTAL EARNINGS | | TOTAL DEDUCTIONS | | BALANCE DUE | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | |
| TOTAL EARNINGS | | TOTAL DEDUCTIONS | | BALANCE DUE | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | |

PAYMENT RECEIVED IN FULL

No. 13 NOV 3 2012

NAME B. Albee

| Day | R.T. HOURS O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY | |
|-------------------|-----------------|----|-----|---------|---------|---------|---------|---------|---------|---------|--|
| 1 | | | | | | | | | | | |
| 2 | 1 1/4 | | | | | | | | | | |
| 3 | 8 3/4 | | | | | | | | | | |
| 4 | 8 3/4 | | | | | | | | | | |
| 5 | 8 3/4 | | | | | | | | | | |
| 6 | 5 | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| REG 32 1/2 | | | | | | | | | | | |
| HAZ 1 1/2 | | | | | | | | | | | |
| OT 4 | | | | | | | | | | | |
| TOTAL EARNINGS | | | | | | | | | | | |
| TOTAL DEDUCTIONS | | | | | | | | | | | |
| BALANCE DUE | | | | | | | | | | | |
| NO. OF EXEMPTIONS | | | | | | | | | | | |
| F.I.C.A. | | | | | | | | | | | |
| FED. W.T. | | | | | | | | | | | |
| INSURANCE | | | | | | | | | | | |
| CITY/ST. W.T. | | | | | | | | | | | |
| ST. UN. COMP. | | | | | | | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | |
| DUES | | | | | | | | | | | |
| BONDS | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No. 14 NOV 3 2012

NAME R. Berube

| Day | R.T. HOURS O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY | |
|-------------------|-----------------|----|-----|---------|---------|---------|---------|---------|---------|---------|--|
| 1 | | | | | | | | | | | |
| 2 | 1 1/4 | | | | | | | | | | |
| 3 | 8 3/4 | | | | | | | | | | |
| 4 | 8 3/4 | | | | | | | | | | |
| 5 | 8 3/4 | | | | | | | | | | |
| 6 | 5 | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| REG 32 1/2 | | | | | | | | | | | |
| HAZ 1 1/2 | | | | | | | | | | | |
| OT 4 | | | | | | | | | | | |
| TOTAL EARNINGS | | | | | | | | | | | |
| TOTAL DEDUCTIONS | | | | | | | | | | | |
| BALANCE DUE | | | | | | | | | | | |
| NO. OF EXEMPTIONS | | | | | | | | | | | |
| F.I.C.A. | | | | | | | | | | | |
| FED. W.T. | | | | | | | | | | | |
| INSURANCE | | | | | | | | | | | |
| CITY/ST. W.T. | | | | | | | | | | | |
| ST. UN. COMP. | | | | | | | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | |
| DUES | | | | | | | | | | | |
| BONDS | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No. 15 NOV 3 2012

NAME J. Hopkins

| Day | R.T. HOURS O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY | |
|-------------------|-----------------|----|-----|---------|---------|---------|---------|---------|---------|---------|--|
| 1 | | | | | | | | | | | |
| 2 | 1 1/2 | | | | | | | | | | |
| 3 | 9 | | | | | | | | | | |
| 4 | 9 | | | | | | | | | | |
| 5 | SICK 8 | | | | | | | | | | |
| 6 | 5 | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| TOTAL SICK 8 | | | | | | | | | | | |
| ON 24 1/2 | | | | | | | | | | | |
| HAZ 7 1/2 | | | | | | | | | | | |
| OT 15 | | | | | | | | | | | |
| TOTAL EARNINGS | | | | | | | | | | | |
| TOTAL DEDUCTIONS | | | | | | | | | | | |
| BALANCE DUE | | | | | | | | | | | |
| NO. OF EXEMPTIONS | | | | | | | | | | | |
| F.I.C.A. | | | | | | | | | | | |
| FED. W.T. | | | | | | | | | | | |
| INSURANCE | | | | | | | | | | | |
| CITY/ST. W.T. | | | | | | | | | | | |
| ST. UN. COMP. | | | | | | | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | |
| DUES | | | | | | | | | | | |
| BONDS | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No. 16 NOV 3 2012

NAME J. Stratton

| Day | R.T. HOURS | O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY |
|-------------------|------------|-------|--------|-----|---------|-------------------|---------|---------|---------|---------|---------|
| 1 | | | | | | | | | | | |
| 2 | 1 1/2 | 7 1/2 | | | | | | | | | |
| 3 | 8 1/2 | | | | | | | | | | |
| 4 | 8 1/2 | | | | | | | | | | |
| 5 | 8 1/2 | | | | | | | | | | |
| 6 | 5 | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| TOTAL REG | | | 32 1/2 | | | TOTAL EARNINGS | | | 151.07 | | |
| RATE | | | 7 1/2 | | | TOTAL DEDUCTIONS | | | | | |
| AMOUNT | | | Hazard | | | BALANCE DUE | | | | | |
| TOTAL EARNINGS | | | 151.07 | | | NO. OF EXEMPTIONS | | | | | |
| TOTAL DEDUCTIONS | | | | | | F.I.C.A. | | | | | |
| BALANCE DUE | | | | | | FED. W.T. | | | | | |
| NO. OF EXEMPTIONS | | | | | | INSURANCE | | | | | |
| F.I.C.A. | | | | | | CITY/ST. W.T. | | | | | |
| FED. W.T. | | | | | | ST. UN. COMP. | | | | | |
| INSURANCE | | | | | | ST. DIS. BEN. | | | | | |
| CITY/ST. W.T. | | | | | | DUES | | | | | |
| ST. UN. COMP. | | | | | | BONDS | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | |
| DUES | | | | | | | | | | | |
| BONDS | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No. 17 NOV 3 2012

NAME J. Edredge

| Day | R.T. HOURS | O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY |
|-------------------|------------|-------|--------|-----|---------|-------------------|---------|---------|---------|---------|---------|
| 1 | | | | | | | | | | | |
| 2 | 1 1/2 | 7 1/2 | | | | | | | | | |
| 3 | 9 | | | | | | | | | | |
| 4 | 9 | | | | | | | | | | |
| 5 | 9 | | | | | | | | | | |
| 6 | 9 | | | | | | | | | | |
| 7 | 9 | | | | | | | | | | |
| TOTAL REG | | | 36 | | | TOTAL EARNINGS | | | 144 | | |
| RATE | | | 4 | | | TOTAL DEDUCTIONS | | | | | |
| AMOUNT | | | Hazard | | | BALANCE DUE | | | | | |
| TOTAL EARNINGS | | | 144 | | | NO. OF EXEMPTIONS | | | | | |
| TOTAL DEDUCTIONS | | | | | | F.I.C.A. | | | | | |
| BALANCE DUE | | | | | | FED. W.T. | | | | | |
| NO. OF EXEMPTIONS | | | | | | INSURANCE | | | | | |
| F.I.C.A. | | | | | | CITY/ST. W.T. | | | | | |
| FED. W.T. | | | | | | ST. UN. COMP. | | | | | |
| INSURANCE | | | | | | ST. DIS. BEN. | | | | | |
| CITY/ST. W.T. | | | | | | DUES | | | | | |
| ST. UN. COMP. | | | | | | BONDS | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | |
| DUES | | | | | | | | | | | |
| BONDS | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No. 18 NOV 3 2012

NAME W. Langway

| Day | R.T. HOURS | O.T. | IN | OUT | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY |
|-------------------|------------|-------|--------|-----|---------|-------------------|---------|---------|---------|---------|---------|
| 1 | | | | | | | | | | | |
| 2 | 1 1/2 | 7 1/2 | | | | | | | | | |
| 3 | 9 | | | | | | | | | | |
| 4 | 9 | | | | | | | | | | |
| 5 | 9 | | | | | | | | | | |
| 6 | 9 | | | | | | | | | | |
| 7 | 9 | | | | | | | | | | |
| TOTAL REG | | | 36 | | | TOTAL EARNINGS | | | 144 | | |
| RATE | | | 4 | | | TOTAL DEDUCTIONS | | | | | |
| AMOUNT | | | Hazard | | | BALANCE DUE | | | | | |
| TOTAL EARNINGS | | | 144 | | | NO. OF EXEMPTIONS | | | | | |
| TOTAL DEDUCTIONS | | | | | | F.I.C.A. | | | | | |
| BALANCE DUE | | | | | | FED. W.T. | | | | | |
| NO. OF EXEMPTIONS | | | | | | INSURANCE | | | | | |
| F.I.C.A. | | | | | | CITY/ST. W.T. | | | | | |
| FED. W.T. | | | | | | ST. UN. COMP. | | | | | |
| INSURANCE | | | | | | ST. DIS. BEN. | | | | | |
| CITY/ST. W.T. | | | | | | DUES | | | | | |
| ST. UN. COMP. | | | | | | BONDS | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | |
| DUES | | | | | | | | | | | |
| BONDS | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No.

NOV 3 2012

NAME Mike Bryda

| DATE | R.T. HOURS O.T. | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY |
|------|-----------------|---------|---------|---------|---------|---------|---------|---------|
| 7/6 | | IN | | | | | | |
| 7/7 | | IN | | | | | | |
| 7/8 | | IN | | | | | | |
| 7/9 | | IN | | | | | | |
| 7/10 | | IN | | | | | | |
| 7/11 | | IN | | | | | | |
| 7/12 | | IN | | | | | | |
| 7/13 | | IN | | | | | | |
| 7/14 | | IN | | | | | | |
| 7/15 | | IN | | | | | | |
| 7/16 | | IN | | | | | | |
| 7/17 | | IN | | | | | | |
| 7/18 | | IN | | | | | | |
| 7/19 | | IN | | | | | | |
| 7/20 | | IN | | | | | | |
| 7/21 | | IN | | | | | | |
| 7/22 | | IN | | | | | | |
| 7/23 | | IN | | | | | | |
| 7/24 | | IN | | | | | | |
| 7/25 | | IN | | | | | | |
| 7/26 | | IN | | | | | | |
| 7/27 | | IN | | | | | | |
| 7/28 | | IN | | | | | | |
| 7/29 | | IN | | | | | | |
| 7/30 | | IN | | | | | | |
| 7/31 | | IN | | | | | | |

PAYMENT RECEIVED IN FULL

No.

NOV 3 2012

NAME T Centrella

| DATE | R.T. HOURS O.T. | 1st DAY | 2nd DAY | 3rd DAY | 4th DAY | 5th DAY | 6th DAY | 7th DAY |
|-------|-----------------|---------|---------|---------|---------|---------|---------|---------|
| 11/1 | | IN | | | | | | |
| 11/2 | | IN | | | | | | |
| 11/3 | | IN | | | | | | |
| 11/4 | | IN | | | | | | |
| 11/5 | | IN | | | | | | |
| 11/6 | | IN | | | | | | |
| 11/7 | | IN | | | | | | |
| 11/8 | | IN | | | | | | |
| 11/9 | | IN | | | | | | |
| 11/10 | | IN | | | | | | |
| 11/11 | | IN | | | | | | |
| 11/12 | | IN | | | | | | |
| 11/13 | | IN | | | | | | |
| 11/14 | | IN | | | | | | |
| 11/15 | | IN | | | | | | |
| 11/16 | | IN | | | | | | |
| 11/17 | | IN | | | | | | |
| 11/18 | | IN | | | | | | |
| 11/19 | | IN | | | | | | |
| 11/20 | | IN | | | | | | |
| 11/21 | | IN | | | | | | |
| 11/22 | | IN | | | | | | |
| 11/23 | | IN | | | | | | |
| 11/24 | | IN | | | | | | |
| 11/25 | | IN | | | | | | |
| 11/26 | | IN | | | | | | |
| 11/27 | | IN | | | | | | |
| 11/28 | | IN | | | | | | |
| 11/29 | | IN | | | | | | |
| 11/30 | | IN | | | | | | |
| 11/31 | | IN | | | | | | |

PAYMENT RECEIVED IN FULL

CHRIS GIFFEE

WEEK ENDING:

11/3/12

| DATE | REG | OT | TIME IN | TIME OUT | VACATION | SICK | PERSONAL | COMP | HOLIDAY | OTHER |
|-------|-----|----|---------|----------|----------|------|----------|------|---------|-------|
| 10/28 | REG | | | | | | | | | |
| 10/29 | REG | | 7:30 AM | 4:00 PM | | | | | | |
| 10/30 | REG | | 7:30 AM | 4:00 PM | | | | | | |
| 10/31 | REG | | 7:30 AM | 4:00 PM | | | | | | |
| 11/1 | REG | | 7:30 AM | 4:00 PM | | | | | | |
| 11/2 | REG | | 7:30 AM | 4:00 PM | | | | | | |
| 11/3 | REG | | | | | | | | | |

EMPLOYEE SIGNATURE:

Chris Giffiee

REG - 32 1/2
HAZ 1 1/2 T - 7 1/2
OT - 4

No. *TWYLLANE* *XMAS* PERIOD ENDING
NOV 3 2012

NAME *Dan Lewis*

| Day | R.T. HOURS O.T. | IN | OUT | Notes |
|----------|-----------------|----|-----|---|
| 1st DAY | 3 1/2 | | | 6 1/2 OCT 29 MO AM 3:49 [3] IHC Sandy |
| 2nd DAY | 6 | | | OCT 29 MO AM 10:09 |
| 3rd DAY | 6 | | | OCT 30 TU AM 4:04 |
| 4th DAY | 6 | | | OCT 30 TU AM 10:04 |
| 5th DAY | 6 | | | OCT 31 WE AM 4:05 |
| 6th DAY | 6 | | | OCT 31 WE AM 10:00 |
| 7th DAY | 6 | | | NOV 1 TH AM 4:07 |
| 8th DAY | 6 | | | NOV 1 TH AM 9:53 |
| 9th DAY | 6 | | | NOV 2 FR AM 4:05 |
| 10th DAY | 6 | | | NOV 2 FR AM 9:55 |

PAYMENT RECEIVED IN FULL

TOTAL REG
 27 1/2
 RATE 3
 AMOUNT 82 1/2

TOTAL EARNINGS
 TOTAL DEDUCTIONS
 BALANCE DUE
 NO. OF EXEMPTIONS
 F.I.C.A.
 FED. W.T.
 INSURANCE
 CITY/ST. W.T.
 ST. UN. COMP.
 ST. DIS. BEN.
 DUES
 BONDS

No. *19* *NOV 3 2012* PAY PERIOD ENDING

NAME *J. Barker*

| Day | R.T. HOURS O.T. | IN | OUT | Notes |
|---------|-----------------|----|-----|-----------------|
| 1st DAY | 8 | | | 8 |
| 2nd DAY | 1 1/2 | | | 8 7 1/2 (3 1/2) |
| 3rd DAY | 8 | | | 8 T.I. |
| 4th DAY | 8 | | | 8 T.I. |
| 5th DAY | 8 | | | 8 T.I. |
| 6th DAY | 8 | | | 8 T.I. |
| 7th DAY | 8 | | | 8 T.I. |

PAYMENT RECEIVED IN FULL

TOTAL
 RATE 8 1/2
 AMOUNT 67 1/2
 OT 3 1/2

TOTAL EARNINGS
 TOTAL DEDUCTIONS
 BALANCE DUE
 NO. OF EXEMPTIONS
 F.I.C.A.
 FED. W.T.
 INSURANCE
 CITY/ST. W.T.
 ST. UN. COMP.
 ST. DIS. BEN.
 DUES
 BONDS

No. *20* *NOV 3 2012* PAY PERIOD ENDING

NAME *R Chadwick*

| Day | R.T. HOURS O.T. | IN | OUT | Notes |
|---------|-----------------|----|-----|-------|
| 1st DAY | 9 1/4 | | | 9 1/4 |
| 2nd DAY | 9 1/4 | | | 9 1/4 |
| 3rd DAY | 9 1/4 | | | 9 1/4 |
| 4th DAY | 9 1/4 | | | 9 1/4 |
| 5th DAY | 9 1/4 | | | 9 1/4 |
| 6th DAY | 9 1/4 | | | 9 1/4 |
| 7th DAY | 9 1/4 | | | 9 1/4 |

PAYMENT RECEIVED IN FULL

TOTAL SICK
 RATE 12
 ON 1 20 1/2
 AMOUNT 240
 HAZVET 7 1/2
 OT 4

TOTAL EARNINGS
 TOTAL DEDUCTIONS
 BALANCE DUE
 NO. OF EXEMPTIONS
 F.I.C.A.
 FED. W.T.
 INSURANCE
 CITY/ST. W.T.
 ST. UN. COMP.
 ST. DIS. BEN.
 DUES
 BONDS

No. 23 HULLMAN PERIOD ENDING NOV 3/2012

NAME E. Eldredge

| Dep | R.T. | HOURS | O.T. | IN | OUT | 1st DAY | IN | OUT | 2nd DAY | IN | OUT | 3rd DAY | IN | OUT | 4th DAY | IN | OUT | 5th DAY | IN | OUT | 6th DAY | IN | OUT | 7th DAY | IN | OUT | |
|-------------------|------|-------|------|------|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|--|
| 1 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 8 | 11/2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 8 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RATE | | | | 40 | | | | | | | | | | | | | | | | | | | | | | | |
| AMOUNT | | | | 01 | | | | | | | | | | | | | | | | | | | | | | | |
| EARNINGS | | | | 11/2 | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL DEDUCTIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BALANCE DUE | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO. OF EXEMPTIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.I.C.A. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FED. W.T. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CITY/ST. W.T. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ST. UN. COMP. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DUES | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BONDS | | | | | | | | | | | | | | | | | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No. 29 HULLMAN PERIOD ENDING NOV 3/2012

NAME E. Germaine

| Dep | R.T. | HOURS | O.T. | IN | OUT | 1st DAY | IN | OUT | 2nd DAY | IN | OUT | 3rd DAY | IN | OUT | 4th DAY | IN | OUT | 5th DAY | IN | OUT | 6th DAY | IN | OUT | 7th DAY | IN | OUT | |
|-------------------|-------|-------|------|------------|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|--|
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 5 1/2 | 2 1/2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 8 | 1/2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 8 | 1/2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 8 | 1/2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 8 | 1/2 | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RATE | | | | REG 37 1/2 | | | | | | | | | | | | | | | | | | | | | | | |
| AMOUNT | | | | 11 1/2 | | | | | | | | | | | | | | | | | | | | | | | |
| EARNINGS | | | | 2 1/2 | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL DEDUCTIONS | | | | 01 | | | | | | | | | | | | | | | | | | | | | | | |
| BALANCE DUE | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO. OF EXEMPTIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.I.C.A. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FED. W.T. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CITY/ST. W.T. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ST. UN. COMP. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DUES | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BONDS | | | | | | | | | | | | | | | | | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

No. 25 HULLMAN PERIOD ENDING NOV 3/2012

NAME D. Gilbert

| Dep | R.T. | HOURS | O.T. | IN | OUT | 1st DAY | IN | OUT | 2nd DAY | IN | OUT | 3rd DAY | IN | OUT | 4th DAY | IN | OUT | 5th DAY | IN | OUT | 6th DAY | IN | OUT | 7th DAY | IN | OUT | |
|-------------------|------|-------|------|------------|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|---------|----|-----|--|
| 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 1/2 | 7 1/4 | 1/4 | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| RATE | | | | REG 32 1/2 | | | | | | | | | | | | | | | | | | | | | | | |
| AMOUNT | | | | 01 | | | | | | | | | | | | | | | | | | | | | | | |
| EARNINGS | | | | 7 1/2 | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL DEDUCTIONS | | | | REG 01 | | | | | | | | | | | | | | | | | | | | | | | |
| BALANCE DUE | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| NO. OF EXEMPTIONS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F.I.C.A. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FED. W.T. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CITY/ST. W.T. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ST. UN. COMP. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ST. DIS. BEN. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DUES | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BONDS | | | | | | | | | | | | | | | | | | | | | | | | | | | |

PAYMENT RECEIVED IN FULL

PAY PERIOD ENDING

No. 27

NOV 3 2012

NAME M. Kiernan

| Day | HOURS O.T. | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT |
|------------------|------------|--------|-----|---------------|-----|-------|-----|-------------------|-----|----------|-----|-----------|-----|----------------|-----|---------------|-----|
| 1 | | | | | | | | | | | | | | | | | |
| 2 | 3 1/2 | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | |
| TOTAL | | 32 1/2 | | RATE | | 3 1/2 | | REB | | AMOUNT | | 7 1/2 | | TOTAL EARNINGS | | 3 1/2 | |
| TOTAL DEDUCTIONS | | | | BALANCE DUE | | | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | | INSURANCE | | CITY/ST. W.T. | |
| ST. UN. COMP. | | | | ST. DIS. BEN. | | | | DUES | | BONDS | | | | | | | |

PAYMENT RECEIVED IN FULL

PAY PERIOD ENDING

No. 28

NOV 3 2012

NAME D. McNeely

| Day | R.T. HOURS O.T. | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT |
|------------------|-----------------|--------|-----|---------------|-----|-------|-----|-------------------|-----|----------|-----|-----------|-----|----------------|-----|---------------|-----|
| 1 | | | | | | | | | | | | | | | | | |
| 2 | 7 1/2 | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | |
| 6 | 3 1/2 | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | |
| TOTAL | | 32 1/2 | | RATE | | 3 1/2 | | REB | | AMOUNT | | 7 1/2 | | TOTAL EARNINGS | | 3 1/2 | |
| TOTAL DEDUCTIONS | | | | BALANCE DUE | | | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | | INSURANCE | | CITY/ST. W.T. | |
| ST. UN. COMP. | | | | ST. DIS. BEN. | | | | DUES | | BONDS | | | | | | | |

PAYMENT RECEIVED IN FULL

PAY PERIOD ENDING

No.

NAME Z. Bengsdr

| Day | R.T. HOURS O.T. | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT | IN | OUT |
|------------------|-----------------|----|-----|---------------|-----|----|-----|-------------------|-----|----------|-----|-----------|-----|----------------|-----|---------------|-----|
| 1 | | | | | | | | | | | | | | | | | |
| 2 | 4 | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | |
| TOTAL | | 40 | | RATE | | 4 | | REB | | AMOUNT | | 4 | | TOTAL EARNINGS | | 4 | |
| TOTAL DEDUCTIONS | | | | BALANCE DUE | | | | NO. OF EXEMPTIONS | | F.I.C.A. | | FED. W.T. | | INSURANCE | | CITY/ST. W.T. | |
| ST. UN. COMP. | | | | ST. DIS. BEN. | | | | DUES | | BONDS | | | | | | | |

PAYMENT RECEIVED IN FULL

FEDERAL EMERGENCY MANAGEMENT AGENCY
EQUIPMENT INVENTORY FORM

| APPLICANT: | | FIPS NO. | | DISASTER | | CATEGORY | | PW REF NO. |
|-------------------------------------|---------------------------|------------------|--------------|------------|---------------|----------------|-------------------------------|------------|
| Town Of Harwich | | 001-29020-00 | | 4097 | MA | C | | HRAWB01 |
| EQUIPMENT (UNIT NO.) | OPERATOR | MAKE | MODEL | HP | CAPACITY SIZE | FEMA COST CODE | ADJUSTED COST CODE UNIT PRICE | COMMENTS |
| <i>Truck, Pickup, (Example)</i> | <i>Example: Doe, John</i> | <i>Chevrolet</i> | <i>1500</i> | <i>250</i> | | <i>8073</i> | | |
| #1 Pickup | Tuominen, Charles | Dodge | W150 | | 1 Ton | 8802 | | |
| #2 Dump Truck | Langway, Wesley | Ford | F350 | | 2 Ton | 8804 | | |
| #3 Dump Truck | Hersey, Steven | Peterbilt | PB335 | | 10 CY | 8721 | | |
| #5 Dump Truck | Hickey, Brett | Ford | F350 | | 2 Ton | 8804 | | |
| #7 Dump Truck | Eldredge, John | Sterling | L8511 | | 10 CY | 8721 | | |
| #8 Dump Truck | Alward, Richard | Peterbilt | PB335 | | 10 CY | 8721 | | |
| #9 Loader | Albee, Brian | Volvo | L70 | | 3 CY | 8393 | | |
| #10 Chipper Truck | Smith, David | Elgin | Pemler | | 8 CY | 8720 | | |
| #11 Dump Truck | Mcneely, Daniel | Chevrolet | Kodiak | | 8 CY | 8720 | | |
| #12 Dump Truck | Badach, Timothy | Chevrolet | Kodiak | | 8 CY | 8720 | | |
| #14 Dump Truck | Eldredge, Eric | Ford | F350 | | 2 Ton | 8804 | | |
| #16 Dump Truck | Hopkins, Jared | Ford | F350 | | 2 Ton | 8804 | | |
| #18 Dump Truck | Stratton, Waller | Ford | F350 | | 2 Ton | 8804 | | |
| #20 Dump Truck | Berube, Richard | Ford | F350 | | 2 Ton | 8804 | | |
| #21 Dump Truck | Stratton, James | Ford | F350 | | 2 Ton | 8804 | | |
| #22 Dump Truck | Chadwick, Robert | Ford | F350 | | 2 Ton | 8804 | | |
| #23 Dump Truck | Holmes, Collin | Ford | F350 | | 2 Ton | 8804 | | |
| #24 Skid Steer | | Case | 183B | | 1 Ton | 8541 | | |
| #27 Dump Truck | Smith, David | International | 4800 | | 8 CY | 8720 | | |
| #28 Van | Eldredge, John | Ford | E250 | | 1 1/2 Ton | 8803 | | |
| #30 Vacuum Sweeper | Badach, Timothy | Freightliner | FC80 | 230 | | 8158 | | |
| #31 Chipper | Hickey, Brett | Morbark | Eager Beaver | | 15" | 8203 | | |
| #39 Dump Truck | Gagnon, Thomas | Ford | F350 | | 2 Ton | 8804 | | |
| #40 Posl Tri Loader w/stump Grinder | Badach, Timothy | Case | 440CT | | 2 CY | 8382 | | |
| #G42 Dump Truck | Barker, James | Ford | F350 | | 2 Ton | 8804 | | |
| #80B Loader | Wrightington, David | Volvo | L80B | | 4 CY | 8394 | | |
| #80C Loader | Gilbert, David | Volvo | L80C | | 4 CY | 8394 | | |
| #80E Loader | Kleman, Michael | Volvo | L80E | | 4 cy | 8384 | | |
| #22A Dump Truck | | Ford | F350 | | 2 Ton | 8804 | | |
| #CS1 Chainsaw | Alward, Richard | Shindaiwa | | | 16" | 8180 | | |
| #CS2 Chainsaw | Badach, Timothy | Shindaiwa | | | 16" | 8180 | | |
| #CS3 Chainsaw | Gagnon, Thomas | Stihl | 357 | | 16" | 8180 | | |
| #CS4 | Hersey, Steven | Stihl | | | 16" | 8180 | | |
| #CS5 | Hickey, Brett | Stihl | | | 16" | 8180 | | |
| #CS6 | Reuss, William | Shindaiwa | 488 | | 25" | 8191 | | |
| #CS7 | Bengston, Zachary | Shindaiwa | 488 | | 25" | 8191 | | |
| #CS8 | Grosse, Cody | Shindaiwa | 488 | | 25" | 8191 | | |
| #CS9 | Wrightington, David | Shindaiwa | 488 | | 25" | 8191 | | |
| #CS10 | Hopkins, Jared | Shindaiwa | 757 | | 25" | 8191 | | |

FEDERAL EMERGENCY MANAGEMENT AGENCY
EQUIPMENT INVENTORY FORM

| APPLICANT: | | FIPS NO. | | DISASTER | | CATEGORY | | PW REF NO. |
|------------------------------|-------------------|--------------|---------|----------|---------------|----------------|-------------------------------|------------|
| Town Of Harwich | | 001-28020-00 | | 4097 | MA | C | | HRAWB01 |
| EQUIPMENT (UNIT NO.) | OPERATOR | MAKE | MODEL | HP | CAPACITY SIZE | FEMA COST CODE | ADJUSTED COST CODE UNIT PRICE | COMMENTS |
| #CS11 | Stratton, James | Shindaiwa | 757 | | 25" | 8191 | | |
| #CS12 | Holmes, Collin | Shindaiwa | 757 | | 25" | 8191 | | |
| #CS13 | Smith, David | Shindaiwa | 480 | | 25" | 8191 | | |
| #CS14 | Albee, Brian | Shindaiwa | 480 | | 25" | 8191 | | |
| #CS9-A Chainsaw | Tuominen, Charles | Shindaiwa | 488 | | 25" | 8191 | | |
| #CS10-A-Chainsaw | Eldredge, John | Shindaiwa | 488 | | 25" | 8191 | | |
| #CS11-A-Chainsaw | Eldredge, Eric | Shindaiwa | 488 | | 25" | 8191 | | |
| #CS12-A | Gilbert, David | Shindaiwa | 757 | | 25" | 8191 | | |
| PSI Power Pruner Pole Saw | | Echo | PPT268 | | 18" | 8192 | | |
| PSI Power Pruner Pole Saw | | Echo | PPT268 | | 18" | 8192 | | |
| Generator 1-OPW | | Onan | | | 43 kw | 8312 | | |
| Generator 2-Transfer Station | | Kohler | 135ROZJ | | 150 kw | 8314 | | |
| Generator 3-Portable | | Honda | | | 5.5 kw | 8310 | | |
| Generator 4-Portable | | Onan | | | 5.5 kw | 8310 | | |
| | | | | | | | | |
| | | | | | | | | |
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FEDERAL EMERGENCY MANAGEMENT AGENCY
FORCE ACCOUNT EQUIPMENT RECORD

| APPLICANT | | | | | | PW REF NO. | CATEGORY | FIPS NO. | DISASTER # | | | | | | | | | | | | | | | | | | | | |
|--|----|----------|---------------|---------------------|------|-----------------------------|----------|--------------|------------|------|------|-------------|------|------|------|------|------|-------|-------|-------|-------|--------|-------|-------|-------|--------|-------|--------------|-------------|
| Town Of Warwick | | | | | | HRAWB01 | C | 001-29020-00 | FEMA | 4097 | DR | MA | | | | | | | | | | | | | | | | | |
| EQUIPMENT / OPERATOR INFORMATION | | | | | | DATES / HOURS USED EACH DAY | | | | | | | | | | | | | | | | TOTALS | | | | | | | |
| Indicate size, capacity, horsepower, make, model, etc. | HP | Capacity | Equip. Code # | Operator's Name | Unit | 10/29 | 10/30 | 10/31 | 11/1 | 11/2 | 11/3 | 11/4 | 11/5 | 11/6 | 11/7 | 11/8 | 11/9 | 11/10 | 11/11 | 11/12 | 11/13 | 11/14 | 11/15 | 11/16 | 11/17 | 11/18 | TOTAL | EQUIP RATE | TOTAL COST |
| #1 Pickup | | 1 Ton | 8802 | Tuominen, Charles | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 20.00 | \$ 200.00 |
| #2 Dump Truck | | 2 Ton | 8804 | Langway, Wesley | HR | 10.0 | 7.0 | 5.0 | 7.0 | | | | | | | | | | | | | | | | | | 29.00 | \$ 25.00 | \$ 725.00 |
| #3 Dump Truck | | 10 CY | 8721 | Hershey, Steven | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 45.00 | \$ 450.00 |
| #5 Dump Truck | | 2 Ton | 8804 | Hickey, Brett | HR | 10.0 | | | 7.0 | 4.0 | | | | | | | | | | | | | | | | | 21.00 | \$ 25.00 | \$ 525.00 |
| #7 Dump Truck | | 10 CY | 8721 | Eldredge, John | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 45.00 | \$ 450.00 |
| #8 Dump Truck | | 10 CY | 8721 | Alward, Richard | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 45.00 | \$ 450.00 |
| #9 Loader | | 3 CY | 8393 | Albee, Brian | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 40.00 | \$ 400.00 |
| #10 Chipper Truck | | 8 CY | 8720 | Smith, David | HR | | 5.0 | 5.0 | | | | | | | | | | | | | | | | | | | 10.00 | \$ 35.00 | \$ 350.00 |
| #11 Dump Truck | | 8 CY | 8720 | Monahy, Daniel | HR | 10.0 | | | 8.0 | | | | | | | | | | | | | | | | | | 16.00 | \$ 35.00 | \$ 560.00 |
| #12 Dump Truck | | 8 CY | 8720 | Badach, Timothy | HR | 10.0 | 7.0 | 4.0 | | | | | | | | | | | | | | | | | | | 21.00 | \$ 35.00 | \$ 735.00 |
| #14 Dump Truck | | 2 Ton | 8804 | Eldredge, Eric | HR | 10.0 | 4.0 | 7.0 | | | | | | | | | | | | | | | | | | | 21.00 | \$ 25.00 | \$ 625.00 |
| #16 Dump Truck | | 2 Ton | 8804 | Hopkins, Jared | HR | 14.0 | 7.0 | | | | | | | | | | | | | | | | | | | | 21.00 | \$ 25.00 | \$ 625.00 |
| #18 Dump Truck | | 2 Ton | 8804 | Stratton, Walter | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 25.00 | \$ 250.00 |
| #20 Dump Truck | | 2 Ton | 8804 | Berube, Richard | HR | 10.0 | 7.0 | | 7.0 | 4.0 | | | | | | | | | | | | | | | | | 28.00 | \$ 25.00 | \$ 700.00 |
| #21 Dump Truck | | 2 Ton | 8804 | Stratton, James | HR | 14.0 | 7.0 | | 7.0 | 4.0 | | | | | | | | | | | | | | | | | 32.00 | \$ 25.00 | \$ 800.00 |
| #22 Dump Truck | | 2 Ton | 8804 | Chadwick, Robert | HR | 10.0 | 4.0 | | | | | | | | | | | | | | | | | | | | 14.00 | \$ 25.00 | \$ 350.00 |
| #23 Dump Truck | | 2 Ton | 8804 | Holmes, Collin | HR | 10.0 | | | 7.0 | 4.0 | | | | | | | | | | | | | | | | | 21.00 | \$ 25.00 | \$ 525.00 |
| #27 Dump Truck | | 8 CY | 8720 | Smith, David | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 35.00 | \$ 350.00 |
| #31 Chipper | | 15" | 8203 | Hickey, Brett | HR | 10.0 | 7.0 | 7.0 | | | | | | | | | | | | | | | | | | | 24.00 | \$ 30.75 | \$ 738.00 |
| #39 Dump Truck | | 2 Ton | 8804 | Gegnon, Thomas | HR | 10.0 | 7.0 | | 7.0 | 4.0 | | | | | | | | | | | | | | | | | 28.00 | \$ 25.00 | \$ 700.00 |
| #40 Post Yrl Loader w/stump grinder | | 2 CY | 8382 | Badach, Timothy | HR | | | 4.0 | 7.0 | 4.0 | | | | | | | | | | | | | | | | | 15.00 | \$ 42.00 | \$ 630.00 |
| #G42 Dump Truck | | 2 Ton | 8804 | Barker, James | HR | 10.0 | | | 7.0 | 4.0 | | | | | | | | | | | | | | | | | 21.00 | \$ 25.00 | \$ 525.00 |
| #90B Loader | | 4 CY | 8394 | Wrightington, David | HR | 14.0 | | 4.0 | 6.0 | | | | | | | | | | | | | | | | | | 24.00 | \$ 52.00 | \$ 1,248.00 |
| #90C Loader | | 4 CY | 8394 | Gibert, David | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 52.00 | \$ 520.00 |
| #90E Loader | | 4 cy | 8394 | Kleman, Michael | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 52.00 | \$ 520.00 |
| #CS1 Chainsaw | | 16" | 8190 | Alward, Richard | HR | 1.0 | 3.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 1.75 | \$ 7.00 |
| SHEET TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | 440.00 | | \$ 13,758.00 | |
| GRAND TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | 695.00 | | \$ 17,395.85 | |
| I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lee Culver | | | | | | | | | | | | EM Director | | | | | | | | | | | | | | | | | |
| CERTIFIED | | | | | | | | | | | | TITLE | | | | | | | | | | | | | | DATE | | | |

FORCE ACCOUNT EQUIPMENT RECORD

| APPLICANT | | | | | PW REF NO. | CATEGORY | FIPS NO. | DISASTER # | | | | | | | | | | | | | | | | | | | | | |
|--|----|----------|---------------|---------------------|-----------------------------|----------|--------------|------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|--------|-------|-------|-------|-------|-------|-------|------------|-------------|
| Town Of Harwich | | | | | HRAWB01 | C | 001-29020-00 | FEMA | 4097 | DR | MA | | | | | | | | | | | | | | | | | | |
| EQUIPMENT / OPERATOR INFORMATION | | | | | DATES / HOURS USED EACH DAY | | | | | | | | | | | | | | | | TOTALS | | | | | | | | |
| Indicate size, capacity, horsepower, make, model, etc. | HP | Capacity | Equip. Code # | Operator's Name | Unit | 10/29 | 10/30 | 10/31 | 11/1 | 11/2 | 11/3 | 11/4 | 11/5 | 11/6 | 11/7 | 11/8 | 11/9 | 11/10 | 11/11 | 11/12 | 11/13 | 11/14 | 11/15 | 11/16 | 11/17 | 11/18 | TOTAL | EQUIP RATE | TOTAL COST |
| #CS2 Chainsaw | | 18" | 8190 | Bedach, Timothy | HR | 1.0 | | | | | | | | | | | | | | | | | | | | | 1.00 | \$ 1.75 | \$ 1.75 |
| #CS3 Chainsaw | | 18" | 8190 | Gemmon, Thomas | HR | 1.0 | | | | | | | | | | | | | | | | | | | | | 1.00 | \$ 1.75 | \$ 1.75 |
| #CS4 | | 18" | 8190 | Hersey, Steven | HR | 1.0 | 3.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 1.75 | \$ 7.00 |
| #CS5 | | 18" | 8190 | Hickey, Brett | HR | 1.0 | | | | | | | | | | | | | | | | | | | | | 1.00 | \$ 1.75 | \$ 1.75 |
| #CS8 | | 25" | 8191 | Reuss, William | HR | 9.0 | 3.0 | | | | | | | | | | | | | | | | | | | | 12.00 | \$ 3.20 | \$ 38.40 |
| #CS7 | | 25" | 8191 | Benston, Zachary | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 3.20 | \$ 32.00 |
| #CS8 | | 25" | 8191 | Grosse, Cody | HR | 10.0 | | | | | | | | | | | | | | | | | | | | | 10.00 | \$ 3.20 | \$ 32.00 |
| #CS9 | | 25" | 8191 | Wrightington, David | HR | 1.0 | | | | | | | | | | | | | | | | | | | | | 1.00 | \$ 3.20 | \$ 3.20 |
| #CS10 | | 25" | 8191 | Hopkins, Jared | HR | 1.0 | | | | | | | | | | | | | | | | | | | | | 1.00 | \$ 3.20 | \$ 3.20 |
| #CS11 | | 25" | 8191 | Stratton, James | HR | 1.0 | | | | | | | | | | | | | | | | | | | | | 1.00 | \$ 3.20 | \$ 3.20 |
| #CS12 | | 25" | 8191 | Holmes, Colin | HR | 1.0 | 3.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 3.20 | \$ 12.80 |
| #CS13 | | 25" | 8191 | Smith, David | HR | 1.0 | 2.0 | | | | | | | | | | | | | | | | | | | | 3.00 | \$ 3.20 | \$ 9.60 |
| #CS14 | | 25" | 8191 | Albee, Brian | HR | 1.0 | 3.0 | | | | | | | | | | | | | | | | | | | | 4.00 | \$ 3.20 | \$ 12.80 |
| #CS9-A Chainsaw | | 25" | 8191 | Tuominen, Charles | HR | | 3.0 | | | | | | | | | | | | | | | | | | | | 3.00 | \$ 3.20 | \$ 9.60 |
| #CS10-A-Chainsaw | | 25" | 8191 | Eldredge, John | HR | | 3.0 | | | | | | | | | | | | | | | | | | | | 3.00 | \$ 3.20 | \$ 9.60 |
| #CS11-A-Chainsaw | | 25" | 8191 | Eldredge, Eric | HR | | 3.0 | | | | | | | | | | | | | | | | | | | | 3.00 | \$ 3.20 | \$ 9.60 |
| #CS12-A | | 25" | 8191 | Gilbert, David | HR | | 3.0 | | | | | | | | | | | | | | | | | | | | 3.00 | \$ 3.20 | \$ 9.60 |
| Generator 1-DPW | | 43 kw | 8312 | | HR | 14.0 | 24.0 | 12.0 | | | | | | | | | | | | | | | | | | | 50.00 | \$ 17.00 | \$ 850.00 |
| Generator 2-Transfer Station | | 150 kw | 8314 | | HR | 14.0 | 24.0 | 12.0 | | | | | | | | | | | | | | | | | | | 50.00 | \$ 50.00 | \$ 2,500.00 |
| Generator 3-Portable | | 5.5 kw | 8310 | | HR | | | | | | | | | | | | | | | | | | | | | | | \$ 3.25 | \$ - |
| Generator 4-Portable | | 5.5 kw | 8310 | | HR | | | | | | | | | | | | | | | | | | | | | | | \$ 3.25 | \$ - |
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| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Harwich Police Department
183 Sisson Road
508-430-7541
Harwich, MA 02645

Invoice For Details

Town of Harwich Highway
273 QUEEN ANNE RD
Harwich, MA 02645

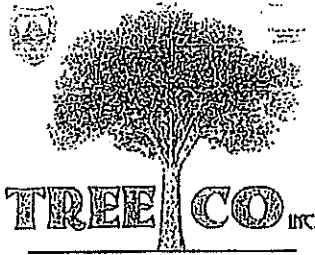
| | |
|--------------|------------|
| Today's Date | 11/02/2012 |
| Page | 1 of 1 |
| Billing Date | 11/02/2012 |
| Invoice # | 12-474-DV |
| Total | 336.00 |

Phone: 508-430-7555

Invoice due upon receipt. Make ONE check payable to the TOWN OF HARWICH.

| | | | | | |
|---|---------------------|--------------|-----------------|-----------------|---------------|
| ID/Name: 109 - Sergeant John F Sullivan Jr | | | | | |
| Worked: 11/01/2012 | Entered: 11/02/2012 | Comments: | | | |
| Hours: 8.0 | Cost Code: DTT | Cost: 336.00 | Admin Fee: 0.00 | Other Fee: 0.00 | Total: 336.00 |
| All Charges For This Invoice Cost: 336.00 Admin Fee: 0.00 Other Fee: 0.00 Total: 336.00 | | | | | |
| Signature: <i>Shane Young</i> | | | | | Date: 11/2/12 |

TreeCo Inc.
 PO Box 601
 Harwich, MA 02645



Invoice

invoice #: 580
 Invoice Date: 11/1/2012
 Due Date: 11/1/2012

BILL TO:

Town of Harwich
 DPW/Highway Dept.
 PO Box 1543
 Harwich, MA 02645

508-432-7529
 508-394-0032

SITE ADDRESS:

Town of Harwich -DPW
 PO Box 1543
 Harwich, MA 02645

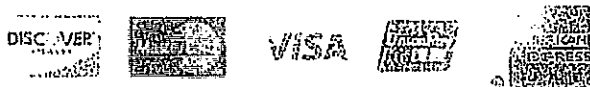
| Description | Hours/Qty | Rate | Amount |
|--------------------------------|-----------|----------|----------|
| Removal of storm damaged trees | | 1,350.00 | 1,350.00 |

Total \$1,350.00

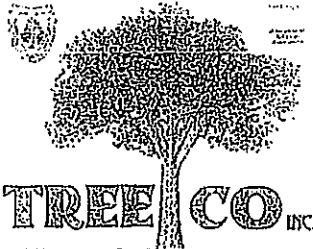
Payments/Credits \$0.00

Balance Due \$1,350.00

Now Accepting:



TreeCo Inc.
 PO Box 601
 Harwich, MA 02645



Invoice

Invoice #: 589
 Invoice Date: 11/2/2012
 Due Date: 11/2/2012

BILL TO:

Town of Harwich
 DPW/Highway Dept.
 PO Box 1543
 Harwich, MA 02645

508-432-7529
 508-394-0032

SITE ADDRESS:

Town of Harwich -DPW
 PO Box 1543
 Harwich, MA 02645

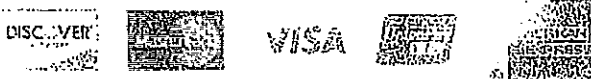
| Description | Hours/Qty | Rate | Amount |
|--------------------------------|-----------|----------|----------|
| Removal of storm damaged trees | | 1,350.00 | 1,350.00 |

Total \$1,350.00

Payments/Credits \$0.00

Balance Due \$1,350.00

Now Accepting:



FEDERAL EMERGENCY MANAGEMENT AGENCY

9901-DIRECT ADMINISTRATIVE COSTS (SUBGRANTEE)

| | | | | | |
|-----------------|----|------------------|--|-------------------|--------------------|
| DISASTER | | APPLICANT | | PW REF NO. | CATEGORY |
| 4087 | MA | Town Of Harwich | | HRAWB01 | C |
| COUNTY | | DATE | | FIPS NO. | WORK STATUS |
| Barnstable | | 03/25/13 | | 001-29020-00 | Select Status |

The sub-grantee is claiming actual or estimated Direct Administrative Costs associated with this Project Worksheet in accordance with PA Policy 9525.9. All costs must be documented at the time of grant closeout.

LABOR SUMMARY

| NAME | TITLE | HOURS | RATE w/ FRINGE | COST |
|-----------------------|---------------------|-------|-------------------|------------------|
| Berube, Kim | Admin Asst/Dispatch | 12 | \$ 43.91 | \$ 526.92 |
| Nickerson, Donald | EOC Liaison | 4 | \$ 44.30 | \$ 177.20 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| LABOR SUBTOTAL | | | | \$ 704.12 |

EQUIPMENT SUMMARY

| COST CODE | DESCRIPTION | HOURS OR MILES | RATE | COST |
|---------------------------|-------------|-------------------|------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
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| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| EQUIPMENT SUBTOTAL | | | | \$ - |

MATERIAL SUMMARY

| OFFICE SUPPLIES DESCRIPTION | QUANTITY | UNIT PRICE | COST |
|-----------------------------|----------|------------|-------------|
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| OTHER MATERIAL DESCRIPTION | QUANTITY | UNIT PRICE | COST |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| MATERIAL SUBTOTAL | | | \$ - |

DIRECT ADMINISTRATIVE COSTS TOTAL \$ 704.12

I certify that the above information was obtained from our records, invoices, or other documents that are on file at our offices and available for audit.

| | | |
|-----------------------------|-----------------------|-------|
| Certified by: Lee Culver | Title: EM Director | Date: |
|-----------------------------|-----------------------|-------|

Patti Macura

From: Christopher Clark
Sent: Thursday, October 31, 2019 8:56 AM
To: Bonilla, Antonio
Cc: Patti Macura; Griffin Ryder; Young, David F.; Larry Ballantine; Ed McManus; Stephen Ford
Subject: Re: Harwich - P2C2 - Contract No. 2 Construction Contract

Tony,

Thanks, please keep us updated when contracts will be available. Please leave the BOS in signature lines. 3 Board members approved and can sign.

Chris

Sent from my iPhone

On Oct 31, 2019, at 8:47 AM, Bonilla, Antonio <BonillaAV@cdmsmith.com> wrote:

Good Morning Chris,

The following is attached for reference relative to the pending award of Contract No. 2 to RJV Construction Corp.:

1. Original Bid Proposal of RJV Constr. Corp. detailing their low bid pricing breakdown (award basis = total base bid + Alt's 1,2,3,4 = \$6,621,306.25) 2. Draft Construction Contract Agreement with Bonds 3. Bid Tabulation – Comparison of low three bids

Please note that that the draft construction contract agreement lists the Board of Selectmen as the approving party per the original bid documents. If this is to change, then we'll need to know so we can make the appropriate changes to the agreement. Similarly, it's not clear if this also applies to the draft letter of intent to award letter that was emailed Tuesday. The letter of intent to award is likely less critical, but does need to be issued to the contractor.

Presently, we are pursuing authorization to award approval from DEP, and the signature of RJV on the contract agreement. RJV also is actively pursuing its bonds and insurance certificates in order to complete the agreement. These parallel tasks need to be secured before the construction contracts may be finalized and delivered to the Town for execution.

Please let me know if there are any questions or if I can be of any assistance.

Thank You,

Tony Bonilla
Lead Construction Coordinator
CDM Smith Inc.
260 West Exchange St., Suite 300, Providence, RI 02903
Direct: 401-457-0337
Cell: 617-201-7405

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

Re: Overview and Recommendation of RJV Construction Corp. Contract 2 of Phase 2 of the CWMP

Date: September 12, 2019

The Town of Harwich along with all other Cape communities are facing an environmental concern of nitrogen and phosphorus negatively impacting the environment. The Conservation Law Foundation filed active litigation against the Environmental Protection Agency requiring cleanup efforts be undertaken. The Town of Harwich completed what is known as a Comprehensive Wastewater Management Plan otherwise referred to as CWMP. Our CWMP calls for, when it was originally, constructed an eight Phase forty-year approach to decreasing nitrogen levels. CDM Smith the Town's engineer of record has completed the design of Phase 2. Based upon design drawings and estimate was presented Town meeting in 2018 that called for the construction of Phase 2 which would sewer large sections of Southeast Harwich with the overall system connecting into the Town of Chatham. Article 14 of the 2018 Annual Town Meeting requested an overall budget of \$24,775,000 to complete this work. The registered voters of the Town at a debt exclusion election voted to fund this measure. The construction portion of the budget is \$18,500,000. CDM Smith decided to bid the project into smaller sections anticipating a more competitive bidding environment. Phase 2 was broken into contract one which completed much of the mainline work along Route 137. Contract two was anticipated to complete the balance. Contract 1 came in higher than anticipated with the total bid amount of \$11,368,663.48. The contract was awarded to the Robert B Our company incorporated. Due to the higher than anticipated cost of Contract 1, Contract 2 was designed to ensure an additional section of the Phase 2 area could be completed within budget. The Contract 2 bid contemplated a base bid plus four alternatives. The lowest responsible and reasonable bidder was RJV construction Corp. in the amount of \$6,621,306.25. **Administration recommends Board of Selectmen approve the bid award to RJV construction Corp. Board of Selectmen to authorize Town Administrator to sign contract.** The total of contract one into is \$17,989,969.73 within the original appropriation of \$18,500,000. It is anticipated at this time that the design work has already been done for the remaining area of Phase 2 that would constitute a bid award for contract three and that the bidding would be time to have bids in hand prior to the 2020 annual Town meeting.



260 West Exchange Street, Suite 300
Providence, Rhode Island 02903
tel: 401 751-5360
fax: 401 274-2173

September 5, 2019

Mr. Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, Massachusetts 02645

Subject: Town of Harwich, Massachusetts
Sewerage Works Improvements, Phase 2 Contract No. 2
Project No. CWSRF – 4424/2

Dear Mr. Clark:

On Thursday, August 22, 2019 at 2:00 p.m., three general bids were received, opened, and read aloud in the Office of the Board of Selectmen located at 732 Main Street Harwich, MA for the construction of the above-referenced project. The total bid prices received were as follows:

| <u>Bidder</u> | <u>Total Base Bid + Add Alternates 1-4</u> |
|-------------------------------|--|
| RJV Construction Corp. | \$6,621,306.25 |
| Robert B. Our Co., Inc. | \$7,497,675.66 |
| Revoli Construction Co., Inc. | \$7,643,461.10 |

A copy of the bid tabulation is attached.

The low bidder for the project is RJV Construction Corporation (RJV) based in Canton, Massachusetts. The firm's Bonding Company for the project is Travelers Casualty and Surety Company of America and is represented locally by Lockton Companies. This bonding company will be providing the payment and performance bonds for the project. It is noted that RJV has a single contract bonding capacity of \$50M and an aggregate bonding capacity of \$65M with approximately \$25M in outstanding bonds. RJV has been a client of Abington Bank for 15 years and the bank's reference stated that RJV is a valued customer in good standing.

RJV has completed multiple sewerage construction projects similar in size and cost to the Town of Harwich's Contract No. 2 project, including a \$7,616,537.28 water, sewer, and drainage replacement project in Boston, Massachusetts; a \$6,165,450.00 utility improvement project in Framingham, Massachusetts; and a \$6,126,359.32 water and sewer improvement project in Framingham, Massachusetts. In addition to these completed projects, RJV has completed several water main





Mr. Christopher Clark
Town Administrator
September 5, 2019
Page 2

specific jobs in Eastham, Massachusetts. The references contacted indicated that RJV performed quality work, with a knowledgeable and responsive work force, and had the resources necessary to successfully complete the projects.

It appears, based on this evaluation that RJV has the qualifications and resources necessary to complete the work under this contract, and we recommend award. We note that based on the remaining Town Meeting appropriation for Phase 2 and the bids received by the Town of Chatham on the contract to construct the shared facilities that will convey Harwich's flow to the Chatham wastewater treatment plant, Harwich has sufficient funds available to award Contract No. 2 for the full Base Bid plus Alternatives 1 thru 4 in the amount of \$6,621,306.25. This recommendation is contingent upon the Town of Chatham's intent to successfully execute their construction contract with their low bidder, Robert B. Our Co., Inc.

As such, we have attached a draft letter of intent to award for your use.

If you have any questions, or require additional information please contact me directly.

Very truly yours,

A handwritten signature in black ink that reads "Michael Guidice".

Michael Guidice, P.E.
Associate
CDM Smith Inc.

cc: David Young, CDM Smith
Antonio Bonilla, CDM Smith



TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2

| Item No. | Description | Estimated Quantity | Unit | RJV Construction Corporation 5 Lincoln Street Canton, MA 02021 | | Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645 | | Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038 | |
|-----------------|--|--------------------|-----------|--|----------------|---|--------------|---|--------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| BASE BID | | | | | | | | | |
| 1a | F&I 8-in PVC Sewer (0 - 12 ft. depth) | 4,850 | LF | \$65.00 | \$315,250.00 | \$101.00 | \$489,850.00 | \$200.00 | \$970,000.00 |
| 1b | F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth) | 2,200 | LF | \$95.00 | \$209,000.00 | \$139.00 | \$305,800.00 | \$200.00 | \$440,000.00 |
| 1c | F&I 8-in PVC Sewer (greater than 16 ft. depth) | 1,650 | LF | \$115.00 | \$189,750.00 | \$295.00 | \$486,750.00 | \$200.00 | \$330,000.00 |
| 1d | F&I 8-in DI Sewer (all depths) | 700 | LF | \$160.00 | \$112,000.00 | \$299.00 | \$209,300.00 | \$205.00 | \$143,500.00 |
| 1e | F&I 4-in DI force main (all depths) | 1,500 | LF | \$50.00 | \$75,000.00 | \$76.00 | \$114,000.00 | \$75.00 | \$112,500.00 |
| 1f | F&I 6-in PVC and/or DI sewer service pipe (all depths) | 2,600 | LF | \$70.00 | \$182,000.00 | \$69.00 | \$179,400.00 | \$125.00 | \$325,000.00 |
| 1g | F&I 6-in PVC wye branches and/or 6-in DI tees | 115 | EA | \$250.00 | \$28,750.00 | \$436.00 | \$50,140.00 | \$100.00 | \$11,500.00 |
| 1h | F&I PVC internal drop connections, all types and sizes | 50 | VF | \$200.00 | \$10,000.00 | \$150.00 | \$7,500.00 | \$0.01 | \$0.50 |
| 1i | F&I 6-in DI chimneys, including fittings | 375 | VF | \$200.00 | \$75,000.00 | \$120.00 | \$45,000.00 | \$750.00 | \$281,250.00 |
| 2a | F&I 4-ft diameter precast concrete manholes | 500 | VF | \$400.00 | \$200,000.00 | \$360.00 | \$180,000.00 | \$140.00 | \$70,000.00 |
| 2b | F&I 5-ft diameter precast concrete manholes | 115 | VF | \$675.00 | \$77,625.00 | \$446.00 | \$51,290.00 | \$150.00 | \$17,250.00 |
| 3 | Miscellaneous drain pipe replacements (all sizes) | 50 | LF | \$0.01 | \$0.50 | \$0.01 | \$0.50 | \$75.00 | \$3,750.00 |
| 4a | F&I precast concrete drain manholes | 10 | VF | \$0.01 | \$0.10 | \$300.00 | \$3,000.00 | \$150.00 | \$1,500.00 |
| 4b | F&I precast concrete catch basins | 10 | VF | \$0.01 | \$0.10 | \$300.00 | \$3,000.00 | \$350.00 | \$3,500.00 |
| 5a | Miscellaneous water main replacements (all sizes) - Fixed Price | 50 | LF | \$50.00 | \$2,500.00 | \$50.00 | \$2,500.00 | \$50.00 | \$2,500.00 |
| 5b | Additional payment for misc. water main replacements (all sizes) | 50 | LF | \$0.00 | \$0.00 | \$120.00 | \$6,000.00 | \$50.00 | \$2,500.00 |
| 5c | F&I DI fittings | 10 | LBS | \$10.00 | \$100.00 | \$6.00 | \$60.00 | \$150.00 | \$1,500.00 |
| 5d | F&I&R 2-in and 4-in temporary water pipe | 100 | LF | \$15.00 | \$1,500.00 | \$25.00 | \$2,500.00 | \$15.00 | \$1,500.00 |
| 5e | F&I 10-in to 16-in gate valves | 1 | EA | \$0.01 | \$0.01 | \$3,000.00 | \$3,000.00 | \$2,500.00 | \$2,500.00 |
| 5f | F&I 6-in to 8-in gate valves | 1 | EA | \$0.01 | \$0.01 | \$1,400.00 | \$1,400.00 | \$1,200.00 | \$1,200.00 |
| 5g | F&I hydrant, anchoring tee and elbow, 6-in gate valves, and 6-in DI pipe | 1 | EA | \$7,500.00 | \$7,500.00 | \$3,900.00 | \$3,900.00 | \$4,000.00 | \$4,000.00 |
| 5h | F&I corporation cocks and curb stops with boxes | 5 | EA Pair | \$1,000.00 | \$5,000.00 | \$1,500.00 | \$7,500.00 | \$250.00 | \$1,250.00 |
| 5i | F&I polyethylene water service tubing (all sizes) | 50 | LF | \$20.00 | \$1,000.00 | \$21.00 | \$1,050.00 | \$80.00 | \$4,000.00 |
| 6a | F&I Church Street South Pumping Station with on-site generator | 1 | LS | \$1,000,000.00 | \$1,000,000.00 | \$805,000.00 | \$805,000.00 | \$810,000.00 | \$810,000.00 |
| 6b | F&I Church Street North Pumping Station with on-site generator | 1 | LS | \$1,000,000.00 | \$1,000,000.00 | \$918,000.00 | \$918,000.00 | \$820,000.00 | \$820,000.00 |
| 6c | Allowance for electric and gas service at pumping stations | 1 | Allowance | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| 7 | Test Pits | 50 | CY | \$0.01 | \$0.50 | \$0.01 | \$0.50 | \$60.00 | \$3,000.00 |
| 8a | Rock and boulder excavation - Fixed Price | 25 | CY | \$65.00 | \$1,625.00 | \$65.00 | \$1,625.00 | \$65.00 | \$1,625.00 |
| 8b | Additional payment for rock & boulder excavation | 25 | CY | \$0.00 | \$0.00 | \$0.01 | \$0.25 | \$200.00 | \$5,000.00 |
| 9a | Bank run gravel | 3,500 | CY | \$25.00 | \$87,500.00 | \$47.30 | \$165,550.00 | \$0.01 | \$35.00 |
| 9b | Screened gravel for utility crossings and misc. purposes | 200 | CY | \$0.01 | \$2.00 | \$0.01 | \$2.00 | \$0.01 | \$2.00 |
| 9c | Common fill | 50 | CY | \$0.01 | \$0.50 | \$0.01 | \$0.50 | \$0.01 | \$0.50 |
| 9d | Dense graded crushed stone | 1,750 | CY | \$30.00 | \$52,500.00 | \$52.00 | \$91,000.00 | \$0.01 | \$17.50 |
| 10 | Earth excavation & refill below normal grade | 25 | CY | \$0.01 | \$0.25 | \$0.01 | \$0.25 | \$0.01 | \$0.25 |
| 11a | F&I initial trench width HMA Binder Course (4-in thick) | 15,500 | SY | \$35.00 | \$542,500.00 | \$39.00 | \$604,500.00 | \$17.00 | \$263,500.00 |
| 11b | F&I intermediate patch, incl. mill and HMA Surface Course (1.5-in thick) | 6,000 | SY | \$15.00 | \$90,000.00 | \$20.00 | \$120,000.00 | \$20.00 | \$120,000.00 |
| 11c | F&I final full width mill and overlay HMA Surface Course (2-in thick) | 30,000 | SY | \$18.00 | \$540,000.00 | \$18.00 | \$540,000.00 | \$12.00 | \$360,000.00 |
| 11d | F&I leveling course outside trench limits | 100 | Tons | \$150.00 | \$15,000.00 | \$142.00 | \$14,200.00 | \$0.01 | \$1.00 |

Fixed

Fixed



**TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2**

| Item No. | Description | Estimated Quantity | Unit | RJV Construction Corporation 5 Lincoln Street Canton, MA 02021 | | Robert E. Our Co., Inc. 24 Great Western Road Harwich, MA 02645 | | Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038 | |
|-------------------------------------|--|--------------------|--------|--|----------------|---|----------------|---|----------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 11e | Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course) | 3,000 | SY | \$35.00 | \$105,000.00 | \$38.00 | \$114,000.00 | \$35.00 | \$105,000.00 |
| 12 | Traffic Management | 1 | LS | \$15,000.00 | \$15,000.00 | \$35,000.00 | \$35,000.00 | \$350,000.00 | \$350,000.00 |
| 13 | Sedimentation and Erosion Control | 1 | LS | \$10,000.00 | \$10,000.00 | \$15,000.00 | \$15,000.00 | \$1.00 | \$1.00 |
| 14 | Connections to existing sewers | 3 | EA | \$5,000.00 | \$15,000.00 | \$4,800.00 | \$14,400.00 | \$15,000.00 | \$45,000.00 |
| 15 | Dewatering and Drainage | 1 | LS | \$10,000.00 | \$10,000.00 | \$0.01 | \$0.01 | \$1.00 | \$1.00 |
| 16 | Miscellaneous concrete | 50 | CY | \$0.01 | \$0.50 | \$0.01 | \$0.50 | \$0.01 | \$0.50 |
| 17a | Street Sweeper | 20 | Hours | \$150.00 | \$3,000.00 | \$150.00 | \$3,000.00 | \$180.00 | \$3,600.00 |
| 17b | Furnish, maintain and remove 2 trailer-mounted message boards | 18 | Months | \$1,400.00 | \$25,200.00 | \$1,100.00 | \$19,800.00 | \$1,500.00 | \$27,000.00 |
| 18 | Engineer's Field office | 18 | Months | \$1,500.00 | \$27,000.00 | \$1,500.00 | \$27,000.00 | \$1,500.00 | \$27,000.00 |
| 19 | Misc. Work and Cleanup | 1 | LS | \$85,000.00 | \$85,000.00 | \$31,000.00 | \$31,000.00 | \$1.00 | \$1.00 |
| 20 | Mobilization-not to exceed 5% of Subtotal Bid Price | 1 | LS | \$200,000.00 | \$200,000.00 | \$232,000.00 | \$232,000.00 | \$275,000.00 | \$275,000.00 |
| SUBTOTAL BASE BID | | | | | | | | | |
| | | | | | \$5,336,304.47 | | \$5,924,019.51 | | \$5,966,485.25 |
| ADD ALTERNATE NO. 1 | | | | | | | | | |
| 21a | F&I 8-in PVC Sewer (0 - 12 ft. depth) | 1,275 | LF | \$65.00 | \$82,875.00 | \$101.00 | \$128,775.00 | \$200.00 | \$255,000.00 |
| 21b | F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth) | 650 | LF | \$95.00 | \$61,750.00 | \$139.00 | \$90,350.00 | \$200.00 | \$130,000.00 |
| 21c | F&I 6-in PVC and/or DI sewer service pipe (all depths) | 575 | LF | \$70.00 | \$40,250.00 | \$69.00 | \$39,675.00 | \$125.00 | \$71,875.00 |
| 21d | F&I 6-in PVC wye branches and/or 6-in DI tees | 30 | EA | \$250.00 | \$7,500.00 | \$436.00 | \$13,080.00 | \$100.00 | \$3,000.00 |
| 21e | F&I 6-in DI chimneys, including fittings | 40 | VF | \$200.00 | \$8,000.00 | \$120.00 | \$4,800.00 | \$750.00 | \$30,000.00 |
| 22 | F&I 4-ft diameter precast concrete manholes | 70 | VF | \$400.00 | \$28,000.00 | \$360.00 | \$25,200.00 | \$140.00 | \$9,800.00 |
| 23a | Miscellaneous water main replacements (all sizes) - Fixed Price | 25 | LF | \$50.00 | \$1,250.00 | \$50.00 | \$1,250.00 | \$50.00 | \$1,250.00 |
| 23b | Additional payment for misc. water main replacements (all sizes) | 25 | LF | \$0.00 | \$0.00 | \$120.00 | \$3,000.00 | \$50.00 | \$1,250.00 |
| 23c | F&I DI fittings | 10 | LBS | \$10.00 | \$100.00 | \$6.00 | \$60.00 | \$150.00 | \$1,500.00 |
| 23d | F&I&R 2-in and 4-in temporary water pipe | 50 | LF | \$15.00 | \$750.00 | \$25.00 | \$1,250.00 | \$15.00 | \$750.00 |
| 23e | F&I 6-in to 8-in gate valves | 1 | EA | \$0.01 | \$0.01 | \$1,400.00 | \$1,400.00 | \$1,200.00 | \$1,200.00 |
| 24a | Bank run gravel | 550 | CY | \$25.00 | \$13,750.00 | \$47.30 | \$26,015.00 | \$0.01 | \$5.50 |
| 24b | Screened gravel for utility crossings and misc. purposes | 25 | CY | \$0.01 | \$0.25 | \$0.01 | \$0.25 | \$0.01 | \$0.25 |
| 24c | Common fill | 10 | CY | \$0.01 | \$0.10 | \$0.01 | \$0.10 | \$0.01 | \$0.10 |
| 24d | Dense graded crushed stone | 300 | CY | \$30.00 | \$9,000.00 | \$52.00 | \$15,600.00 | \$0.01 | \$3.00 |
| 25 | Earth excavation & refill below normal grade | 10 | CY | \$0.01 | \$0.10 | \$0.01 | \$0.10 | \$0.01 | \$0.10 |
| 26a | F&I initial trench width HMA Binder Course (4-in thick) | 2,500 | SY | \$35.00 | \$87,500.00 | \$39.00 | \$97,500.00 | \$17.00 | \$42,500.00 |
| 26b | F&I intermediate patch, incl. mill and HMA Surface Course (1.5-in thick) | 2,200 | SY | \$15.00 | \$33,000.00 | \$20.00 | \$44,000.00 | \$20.00 | \$44,000.00 |
| 26c | F&I final full width mill and overlay HMA Surface Course (2-in thick) | 5,000 | SY | \$18.00 | \$90,000.00 | \$18.00 | \$90,000.00 | \$12.00 | \$60,000.00 |
| 26d | F&I leveling course outside trench limits | 25 | Tons | \$150.00 | \$3,750.00 | \$142.00 | \$3,550.00 | \$0.01 | \$0.25 |
| 26e | Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course) | 500 | SY | \$35.00 | \$17,500.00 | \$38.00 | \$19,000.00 | \$35.00 | \$17,500.00 |
| 27 | Misc. Work and Cleanup | 1 | LS | \$10,000.00 | \$10,000.00 | \$3,000.00 | \$3,000.00 | \$1.00 | \$1.00 |
| SUBTOTAL ADD ALTERNATE NO. 1 | | | | | | | | | |
| | | | | | \$494,975.46 | | \$607,505.45 | | \$669,635.20 |



Bid Date : August 22, 2019
Time: 2:00pm

**TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2**

| Item No. | Description | Estimated Quantity | Unit | RJV Construction Corporation 5 Lincoln Street Canton, MA 02021 | | Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645 | | Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038 | |
|------------------------------|--|--------------------|-----------|--|-------------|---|--------------|---|--------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| ADD ALTERNATE NO. 2 | | | | | | | | | |
| 28a | F&I 8-in PVC Sewer (0 - 12 ft. depth) | 1,275 | LF | \$65.00 | \$82,875.00 | \$101.00 | \$128,775.00 | \$200.00 | \$255,000.00 |
| 28b | F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth) | 175 | LF | \$95.00 | \$16,625.00 | \$139.00 | \$24,325.00 | \$200.00 | \$35,000.00 |
| 28c | F&I 6-in PVC and/or DI sewer service pipe (all depths) | 575 | LF | \$70.00 | \$40,250.00 | \$69.00 | \$39,675.00 | \$125.00 | \$71,875.00 |
| 28d | F&I 6-in PVC wye branches and/or 6-in DI tees | 30 | EA | \$250.00 | \$7,500.00 | \$436.00 | \$13,080.00 | \$100.00 | \$3,000.00 |
| 28e | F&I 6-in DI chimneys, including fittings | 25 | VF | \$200.00 | \$5,000.00 | \$120.00 | \$3,000.00 | \$750.00 | \$18,750.00 |
| 29 | F&I 4-ft diameter precast concrete manholes | 75 | VF | \$400.00 | \$30,000.00 | \$360.00 | \$27,000.00 | \$140.00 | \$10,500.00 |
| 30a | Bank run gravel | 400 | CY | \$25.00 | \$10,000.00 | \$47.30 | \$18,920.00 | \$0.01 | \$4.00 |
| 30b | Screened gravel for utility crossings and misc. purposes | 25 | CY | \$0.01 | \$0.25 | \$0.01 | \$0.25 | \$0.01 | \$0.25 |
| 30c | Common fill | 10 | CY | \$0.01 | \$0.10 | \$0.01 | \$0.10 | \$0.01 | \$0.10 |
| 30d | Dense graded crushed stone | 225 | CY | \$30.00 | \$6,750.00 | \$52.00 | \$11,700.00 | \$0.01 | \$2.25 |
| 31 | Earth excavation & refill below normal grade | 10 | CY | \$0.01 | \$0.10 | \$0.01 | \$0.10 | \$0.01 | \$0.10 |
| 32a | F&I initial trench width HMA Binder Course (4-in thick) | 2,000 | SY | \$35.00 | \$70,000.00 | \$39.00 | \$78,000.00 | \$17.00 | \$34,000.00 |
| 32b | F&I final full width mill and overlay HMA Surface Course (2-in thick) | 3,800 | SY | \$18.00 | \$68,400.00 | \$18.00 | \$68,400.00 | \$12.00 | \$45,600.00 |
| 32c | F&I leveling course outside trench limits | 25 | Tons | \$150.00 | \$3,750.00 | \$142.00 | \$3,550.00 | \$0.01 | \$0.25 |
| 32d | Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course) | 380 | SY | \$35.00 | \$13,300.00 | \$38.00 | \$14,440.00 | \$35.00 | \$13,300.00 |
| 33 | Misc. Work and Cleanup | 1 | LS | \$10,000.00 | \$10,000.00 | \$2,000.00 | \$2,000.00 | \$1.00 | \$1.00 |
| SUBTOTAL ADD ALTERNATE NO. 2 | | | | | | \$364,450.45 | | \$432,865.45 | \$487,032.95 |
| ADD ALTERNATE NO. 3 | | | | | | | | | |
| 34a | F&I 8-in PVC Sewer (0 - 12 ft. depth) | 375 | LF | \$65.00 | \$24,375.00 | \$101.00 | \$37,875.00 | \$200.00 | \$75,000.00 |
| 34b | F&I 2-in PVC force main (all depths) | 500 | LF | \$30.00 | \$15,000.00 | \$31.00 | \$15,500.00 | \$100.00 | \$50,000.00 |
| 34c | F&I 6-in PVC and/or DI sewer service pipe (all depths) | 125 | LF | \$70.00 | \$8,750.00 | \$69.00 | \$8,625.00 | \$125.00 | \$15,625.00 |
| 34d | F&I 6-in PVC wye branches and/or 6-in DI tees | 6 | EA | \$250.00 | \$1,500.00 | \$436.00 | \$2,616.00 | \$100.00 | \$600.00 |
| 34e | F&I PVC internal drop connections, all types and sizes | 5 | VF | \$200.00 | \$1,000.00 | \$150.00 | \$750.00 | \$0.01 | \$0.05 |
| 35a | F&I 4-ft diameter precast concrete manholes | 20 | VF | \$400.00 | \$8,000.00 | \$360.00 | \$7,200.00 | \$140.00 | \$2,800.00 |
| 35b | F&I 5-ft diameter precast concrete manholes | 15 | VF | \$675.00 | \$10,125.00 | \$446.00 | \$6,690.00 | \$150.00 | \$2,250.00 |
| 36a | F&I Harden Lane Grinder Pumping Unit | 1 | LS | \$85,000.00 | \$85,000.00 | \$127,000.00 | \$127,000.00 | \$85,000.00 | \$85,000.00 |
| 36b | Allowance for electric and gas service at pumping stations | 1 | Allowance | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| 37a | Bank run gravel | 175 | CY | \$25.00 | \$4,375.00 | \$47.30 | \$8,277.50 | \$0.01 | \$1.75 |
| 37b | Screened gravel for utility crossings and misc. purposes | 10 | CY | \$0.01 | \$0.10 | \$0.01 | \$0.10 | \$0.01 | \$0.10 |
| 37c | Common fill | 5 | CY | \$0.01 | \$0.05 | \$0.01 | \$0.05 | \$0.01 | \$0.05 |
| 37d | Dense graded crushed stone | 100 | CY | \$30.00 | \$3,000.00 | \$52.00 | \$5,200.00 | \$0.01 | \$1.00 |
| 38 | Earth excavation & refill below normal grade | 20 | CY | \$0.01 | \$0.20 | \$0.01 | \$0.20 | \$0.01 | \$0.20 |



**TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2**

| Item No. | Description | Estimated Quantity | Unit | RJV Construction Corporation 5 Lincoln Street Canton, MA 02021 | | Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645 | | Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038 | | |
|-------------------------------------|--|--------------------|---------|--|-------------|---|-------------|---|-------------|--------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total | |
| 39a | F&I initial trench width HMA Binder Course (4-in thick) | 800 | SY | \$35.00 | \$28,000.00 | \$39.00 | \$31,200.00 | \$17.00 | \$13,600.00 | |
| 39b | F&I final full width mill and overlay HMA Surface Course (2-in thick) | 1,600 | SY | \$18.00 | \$28,800.00 | \$18.00 | \$28,800.00 | \$12.00 | \$19,200.00 | |
| 39c | F&I leveling course outside trench limits | 5 | Tons | \$150.00 | \$750.00 | \$142.00 | \$710.00 | \$0.01 | \$0.05 | |
| 39d | Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course) | 160 | SY | \$35.00 | \$5,600.00 | \$38.00 | \$6,080.00 | \$35.00 | \$5,600.00 | |
| 40 | Misc. Work and Cleanup | 1 | LS | \$5,000.00 | \$5,000.00 | \$3,000.00 | \$3,000.00 | \$1.00 | \$1.00 | |
| SUBTOTAL ADD ALTERNATE NO. 3 | | | | | | \$234,275.35 | | \$294,523.85 | | \$274,679.20 |
| ADD ALTERNATE NO. 4 | | | | | | | | | | |
| 41a | F&I 8-in PVC Sewer (0 - 12 ft. depth) | 400 | LF | \$65.00 | \$26,000.00 | \$101.00 | \$40,400.00 | \$200.00 | \$80,000.00 | |
| 41b | F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth) | 180 | LF | \$95.00 | \$17,100.00 | \$139.00 | \$25,020.00 | \$200.00 | \$36,000.00 | |
| 41c | F&I 6-in PVC and/or DI sewer service pipe (all depths) | 230 | LF | \$70.00 | \$16,100.00 | \$69.00 | \$15,870.00 | \$125.00 | \$28,750.00 | |
| 41d | F&I 6-in PVC wye branches and/or 6-in DI tees | 6 | EA | \$250.00 | \$1,500.00 | \$436.00 | \$2,616.00 | \$100.00 | \$600.00 | |
| 42 | F&I 4-ft diameter precast concrete manholes | 50 | VF | \$400.00 | \$20,000.00 | \$360.00 | \$18,000.00 | \$140.00 | \$7,000.00 | |
| 43 | Miscellaneous drain pipe replacements (all sizes) | 25 | LF | \$0.01 | \$0.25 | \$0.01 | \$0.25 | \$75.00 | \$1,875.00 | |
| 44a | F&I precast concrete drain manholes | 6 | VF | \$0.01 | \$0.06 | \$300.00 | \$1,800.00 | \$150.00 | \$900.00 | |
| 44b | F&I precast concrete catch basins | 6 | VF | \$0.01 | \$0.06 | \$300.00 | \$1,800.00 | \$350.00 | \$2,100.00 | |
| 45a | Miscellaneous water main replacements (all sizes) - Fixed Price | 100 | LF | \$50.00 | \$5,000.00 | \$50.00 | \$5,000.00 | \$50.00 | \$5,000.00 | |
| 45b | Additional payment for misc. water main replacements (all sizes) | 100 | LF | \$0.00 | \$0.00 | \$120.00 | \$12,000.00 | \$50.00 | \$5,000.00 | |
| 45c | F&I DI fittings | 10 | LBS | \$10.00 | \$100.00 | \$6.00 | \$60.00 | \$150.00 | \$1,500.00 | |
| 45d | F&I&R 2-in and 4-in temporary water pipe | 200 | LF | \$15.00 | \$3,000.00 | \$25.00 | \$5,000.00 | \$15.00 | \$3,000.00 | |
| 45e | F&I corporation cocks and curb stops with boxes | 4 | EA Pair | \$1,000.00 | \$4,000.00 | \$1,500.00 | \$6,000.00 | \$250.00 | \$1,000.00 | |
| 45f | F&I polyethylene water service tubing (all sizes) | 80 | LF | \$20.00 | \$1,600.00 | \$21.00 | \$1,680.00 | \$80.00 | \$6,400.00 | |
| 46a | Bank run gravel | 150 | CY | \$25.00 | \$3,750.00 | \$47.30 | \$7,095.00 | \$0.01 | \$1.50 | |
| 46b | Screened gravel for utility crossings and misc. purposes | 5 | CY | \$0.01 | \$0.05 | \$0.01 | \$0.05 | \$0.01 | \$0.05 | |
| 46c | Common fill | 5 | CY | \$0.01 | \$0.05 | \$0.01 | \$0.05 | \$0.01 | \$0.05 | |
| 46d | Dense graded crushed stone | 80 | CY | \$30.00 | \$2,400.00 | \$52.00 | \$4,160.00 | \$0.01 | \$0.80 | |
| 47 | Earth excavation & refill below normal grade | 5 | CY | \$0.01 | \$0.05 | \$0.01 | \$0.05 | \$0.01 | \$0.05 | |
| 48a | F&I initial trench width HMA Binder Course (4-in thick) | 750 | SY | \$35.00 | \$26,250.00 | \$39.00 | \$29,250.00 | \$17.00 | \$12,750.00 | |
| 48b | F&I final full width mill and overlay HMA Surface Course (2-in thick) | 2,500 | SY | \$18.00 | \$45,000.00 | \$18.00 | \$45,000.00 | \$12.00 | \$30,000.00 | |
| 48c | F&I leveling course outside trench limits | 5 | Tons | \$150.00 | \$750.00 | \$142.00 | \$710.00 | \$0.01 | \$0.05 | |
| 48d | Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick HMA Surface Course) | 250 | SY | \$35.00 | \$8,750.00 | \$38.00 | \$9,500.00 | \$35.00 | \$8,750.00 | |
| 49 | Connections to existing sewers | 1 | EA | \$5,000.00 | \$5,000.00 | \$4,800.00 | \$4,800.00 | \$15,000.00 | \$15,000.00 | |
| 50 | Misc. Work and Cleanup | 1 | LS | \$5,000.00 | \$5,000.00 | \$3,000.00 | \$3,000.00 | \$1.00 | \$1.00 | |
| SUBTOTAL ADD ALTERNATE NO. 4 | | | | | | \$191,300.52 | | \$238,761.40 | | \$245,628.50 |



Bid Date : August 22, 2019
Time: 2:00pm

TOWN OF HARWICH, MASSACHUSETTS
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2

| Item No. | Description | Estimated Quantity | Unit | RJV Construction Corporation 5 Lincoln Street Canton, MA 02021 | | Robert B. Our Co., Inc. 24 Great Western Road Harwich, MA 02645 | | Revoli Construction Co., Inc. 90 Earls Way Franklin, MA 02038 | |
|--------------------|---|--------------------|------|--|----------------|---|----------------|---|----------------|
| | | | | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| <u>BID SUMMARY</u> | | | | | | | | | |
| | TOTAL BASE BID | | | | \$5,336,304.47 | | \$5,924,019.51 | | \$5,966,485.25 |
| | TOTAL BASE BID + ALTERNATE NO. 1 | | | | \$5,831,279.93 | | \$6,531,524.96 | | \$6,636,120.45 |
| | TOTAL BASE BID + ALTERNATE NOS. 1 AND 2 | | | | \$6,195,730.38 | | \$6,964,390.41 | | \$7,123,153.40 |
| | TOTAL BASE BID + ALTERNATE NOS. 1, 2 AND 3 | | | | \$6,430,005.73 | | \$7,258,914.26 | | \$7,397,832.60 |
| | TOTAL BASE BID + ALTERNATE NOS. 1, 2, 3 AND 4 | | | | \$6,621,306.25 | | \$7,497,675.66 | | \$7,643,461.10 |

Adjusted to correct math error

OFFICE OF THE SELECTMEN

PHONE (508) 430-7513
FAX (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



November 4, 2019

Ms. Maria Pinaud, Director
Department of Environmental Protection
Division of Municipal Services
One Winter Street
Boston, Massachusetts 02108

Subject: Harwich, Massachusetts
Sewerage Works Improvements, Phase 2 Contract No. 2
Project No. CWSRF – 4424/2

Dear Ms. Pinaud:

As the authorized representative for the Town of Harwich, Massachusetts, I request authorization to award the Sewerage Works Improvements, Phase 2 Contract No. 2 contract to the low bidder, RJV Construction Corporation, for the total bid price of \$6,621,306.25.

As discussed with DEP staff previously, the Town intends to bid Contract No. 3 for the remaining portion of the Phase 2 project area in the spring of 2020 prior to Town Meeting, where an article seeking additional funding for Contract No. 3 will be considered.

Please do not hesitate to contact this office if you have any questions or require additional information.

Sincerely,

Christopher Clark
Town Administrator

cc: Harwich Board of Selectmen
David Young, CDM Smith
Michael Guidice, CDM Smith
Antonio V. Bonilla, CDM Smith



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Division of Municipal Services

PAC No(s). SRF No(s).

CW or CWSRF or

DW DWSRF

Revised Project Cost Estimate Summary Sheet

For use with SRF loan applications

A. Borrower Information

1. Local Government Unit (LGU)/Borrower

Town of Harwich

Name

Town Hall, 732 Main Street

Street Address

Harwich

City

MA

State

02645

Zip Code

2. Summary of Major Changes (if any) in the Project. Since Loan Offer was Accepted

Opened bids for a reduced Contract No. 2 on August 22, 2019. Construction cost updated based on bid price. Town planning on bidding Contract No. 3 for remaining Phase 2 area in spring 2020 prior to Town Meeting where they will be seeking additional funding for Contract No. 3.

3. Project Cost Estimate Summary

A. Construction (Specify Numbers)

Total Project Cost

Eligible Cost

1. Contract No. 1 (CWSRF 4424/1)

\$11,368,663

\$11,368,663

Contract No.

2. Contract No. 2 (CWSRF 4424/2)

\$6,621,306

\$6,621,306

Contract No.

B. Contingency (Construction)

1. Contract No. 1 (5% post bid)

\$568,433

\$568,433

2. Contract No. 2 (5% post-bid)

\$331,065

\$331,065

SUBTOTAL

\$18,889,467

\$18,889,467

C. Technical Services

1.

\$2,290,000

\$2,290,000

D. Police

1.

\$1,035,000

\$1,035,000

E. Other (specify):

1.

TOTAL

\$22,214,467

\$22,214,467

B. Certification

The undersigned representative of the Borrower certifies that the information contained above and in any attached statements and materials in support thereof is true and correct to his/her best knowledge.

Signature of Authorized Representative (LGU/Borrower)

Date

Christopher Clark, Harwich Town Administrator

Name and Title

Christopher Clark

From: Carpenter, Scott <scarpenter@monomoy.edu>
Sent: Tuesday, October 29, 2019 2:34 PM
To: Christopher Clark
Subject: MRSC Votes Related to the Playground

Chris,

The Monomoy Regional School Committee made and passed the following motions at their last meeting.

1. The Monomoy Regional School Committee supports the Superintendent's recommendation to close Castle in the Clouds, effective Thursday, October 24, 2019, and supports the demolition of the playground to make way for a replacement, pending the Harwich Selectmen's vote to close and demolish the town-owned asset Castle in the Clouds playground.
2. The Monomoy Regional School Committee supports the Harwich Community Preservation Committee Application for a replacement playground for Castle in the Clouds and the Preschool playground in order to provide a safe and accessible playground for all children; thereby addressing the long-standing ADA accessibility issues and a growing number of safety concerns of Castle in the Clouds AND encourages the Harwich Selectmen to similarly support said CPC Application.
3. The Monomoy Regional School Committee supports the use of \$20,000 from its Stabilization Fund to offset demolition costs the Town of Harwich will incur in the removal of Castle in the Clouds.

Per Linc's recommendation, we've arranged for construction fencing to be installed around the playground. The company should be installing it on Thursday. We truly appreciate the Town's collaboration in this effort.

Scott

Scott Carpenter, Ed.D.
Superintendent
Monomoy Regional Schools
425 Crowell Road, Chatham, MA 02633
Office: 508-945-5130



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

Quarterly Report to the Board of Selectmen

July-September 2019

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 2020 | FY 2019 |
|-------------------------|-----------------|-----------------|
| Tax/Water Collections: | \$13,111,357.56 | \$12,691,201.78 |
| Departmental turnovers: | \$4,795,857.13 | \$5,894,748.70 |
| Total: | \$17,907,214.69 | \$18,585,950.48 |

Disbursements

| | FY 2019 | FY 2018 |
|------------------|-----------------|-----------------|
| Accounts Payable | \$19,939,695.49 | \$28,202,475.47 |
| Payroll | \$5,317,600.47 | \$4,989,724.29 |
| Total: | \$25,257,295.96 | \$33,192,199.76 |

Respectfully submitted,
Amy Bullock
Treasurer/Collector

Health Director Monthly Report September 2019

- **Tobacco/vaping-**

The Governor and Public Health Commissioner enacted a statewide temporary ban on all vaping products that will continue until at least January 25, 2019. This ban is in response to the growing number of vaping related lung illnesses among young people, some of which have resulted in death. The ban includes all vaping products and devices including tobacco, CBD and THC.

Health Department staff visited each tobacco retailer the morning after the ban was announced to ensure compliance and answer any questions. Full compliance was met with little resistance.

The Health Department and Board of Health have received some backlash on the decision to permit a “smoke shop” in Harwich Center. Three applications for adult only retail tobacco stores were submitted *prior* to the Regulation changes that would have prevented the stores from opening within 500’ of an existing tobacco store. These stores are proposed to be adult only retail tobacco stores-allowing for the sale of flavored tobacco products. Flavored tobacco products will not be allowed to be sold in existing stores as of January 1st per the newly implemented Tobacco Sales Regulations.

Adult only retail tobacco stores are only accessible by people 21 years and older and are only allowed to sell products related to tobacco. These stores cannot sell food, alcohol, lottery, merchandise unrelated to tobacco use, etc.

- **Wastewater-**

The construction of Phase 2, Contract 1 is moving along. We continue to receive a three week “look ahead” schedule from Robert B. Our Co. which is also put out on the town website and Facebook page. A monthly construction meeting has and will continue to be conducted to go over status and changes updates. The wastewater tab on the website has been updated.

- **Community Sanitation Programs-**

We have begun to wind down for the season. Pools, beaches and food service inspections of seasonal establishments have wrapped up. We had a disappointing year for pool inspections, many pools are showing wear and tear and are in need of some upgrading. Additionally, I believe it is time to re-educate the pool operators on expectations during a pre-opening inspection. Staff has designed a comprehensive inspection form to target structural needs

and filtration needs of each pool. We will putting together a mandatory pre-opening seminar for all pool operators to attend in the spring.

We received notification from the Association to Preserve Cape Cod that Bucks Pond was experiencing a toxic algae bloom. Upon notification, Health and Conservation staff inspected the pond and no visible bloom was evident. Because of the concern raised by the APCC, I contacted the State Department of Public Health to test the pond. The results were negative for cyanobacteria.

o **Other news-**

I received a positive 2 year annual review from the Town Administrator. Together we decided on 5 goals for the upcoming year:

- Develop sewer connection extension application
- Update at least 1 Board of Health Regulation (ideally Reg 1.211)
- Work with Conservation and BOH to develop fertilizer regulations
- Work with Accela to correct annual license renewal issue
- Continue to pursue Master's degree in public health

The Cape Cod Municipal Health Group Wellness Committee has completed the design of a handbook that showcases all of the benefits offered. This handbook will be available to all new employees and will be emailed to existing employees and retirees.

I met with our Barnstable County emergency planner to discuss the next quarter goals. Our flu clinic will cover the facility set up drill as well as the call down drill. I need to work on updating the Emerging Infectious Disease section of our Plan.

I have scheduled the employee flu clinic for October 9th. This clinic is open to all staff and their families. The vaccine was purchased through the County using funds raised through insurance reimbursement at past immunization clinics.

Respectfully submitted,
Meggan Eldredge 10.1.19

Cemetery Administrator's
Monthly Report Ending October 2019

Met with 3 families to purchase lots. 1 for immediate need, 2 families in hospice and 1 for preplanning. South Harwich 1 Full burial Space \$800.00, in Mount Pleasant 2 families each purchasing 2 Full body burial space lots each \$1,600. Total for graves \$4,000.00. We had had 6 burials \$600.00 and 4 monument mark outs \$300.00 for a total of \$4,900.00.

Letter of support from J. Duncan Berry on the Pine Grove Cemetery CPC Article, see attached.

Presentation to the Harwich Historic District and Historical Commission for submission of CPC Article for Pine Grove Cemetery Gravestone Conservation and Preservation on Wednesday October 16 and it was unanimously approved.

Update on the Mount Pleasant Cemetery CPC Article #50 of 2018 Annual Town Meeting at the Harwich Community Preservation Committee Meeting on October 17, 2019. Cheryle Caputo of Gravestone Conservation Services Inc. has offered members of the CPC to tour upon completion of project and will also be presenting a report of all stones with before and after photos with supporting documentation. Project should be completed by November 2019.

Continued grant opportunities research for Island Pond Arboretum. Working with Hannah Schmidt from AmeriCorps on indexing and updating list of trees within the Arboretum property. Cross checking each species of trees to make sure that we still have at least one of each after the loss of over 275 trees. Russ Norton the Agriculture & Horticulture Extension Educator from the Cape Cod Cooperative Extension along with his AmeriCorps Member will be meeting with us on November 6th in the afternoon to go over all the trees and survey the damage done by storm.

Working with Hannah Schmidt we have completed the first seasonal Kid's Activity Scavenger Hunt flyers. With each season we will focus on different areas and with different themes, see attached.

Storm Damage update we were able to have Seaside Arborists for two full days in Island Pond to remove hanging limbs within the Island Pond Cemetery. We have many limbs that are hanging within all the cemeteries and are hoping to have them removed as soon as possible, having difficulty scheduling trees company as they are very busy. All Cape Fence repaired the fence in Mount Pleasant and West Harwich Baptist Church Cemetery.

New sign was installed at the Old Methodist Cemetery in East Harwich.

Graveyard Tours: South Harwich Cemetery October 26th, as part of the Halloween Unhinged Event. Over 80 people attended this free graveyard tour. The AmeriCorps Members were characters from Harwich Past. Hannah Schmidt (Emeline Kendrick Ellis), Celia Davalos (Carrie Burnham Weekes), Corrine Losch (Isadora Long Eldredge), Nick Banning (Stephen Nickerson), Eric Rippee (Captain Sidney Ellis), Allison Perry (Mary Paine Nickerson), Kate Witte (Charity Nickerson), Travis Lavenski (Nathaniel T. Small) in addition Mayla Secola (Rebekah Swift) and Rick Loundsbury (Rev. Benjamin Swift). During the concert Travis & Nick were the ghost busters and gave an outstanding performance.

If you would like a more detailed information about the graves visited please contact my office rkelley@town.harwich.ma.us or 508-430-7549.

Respectfully Submitted
Robbin Kelley, Cemetery Administrator

J. DUNCAN BERRY

Town of Harwich CPC/CPA
Harwich Town Hall
732 Main Street
Harwich, MA 02645

10 October 2019

To whom it may concern:

This letter is written in support of the Harwich Cemetery Commission's initiative to finally attend to the physical state of some 140+ grave monuments in the Pine Grove Cemetery in West Harwich.

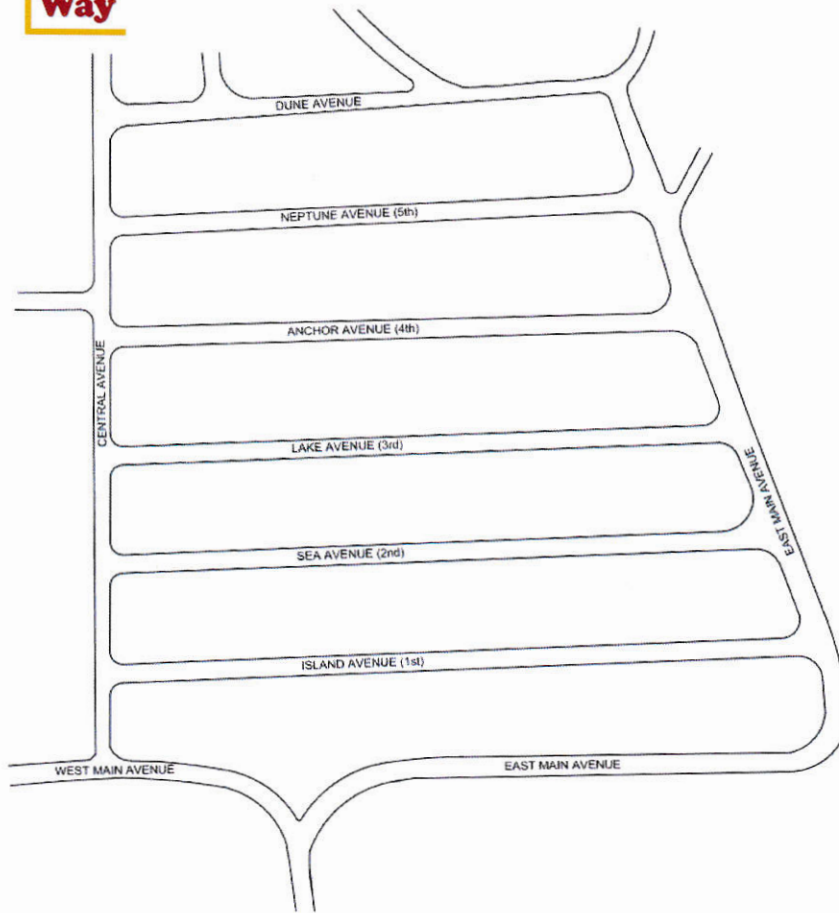
This small cemetery is a true gem and exhibits a full array of the styles and materials of 19th and early 20th century funerary sculpture, from abstract stelae, to allegorical sculpture, to fully realistic renderings of life figures. These beautiful objects speak directly to the most emotional and profound philosophical convictions of our town's leading citizens—their thoughts about their loved ones, offspring who died in childhood, and family members who never made it home for a proper burial. As such, these monuments are an important testament to the individuals who made our town what it is.

We owe it both to them, and to the future, to insure that these expressions of value about life's eternal mysteries are passed forward to the next generations in proper condition.

Very truly yours,

J. Duncan Berry
Post Office Box 307
West Harwich, MA 02671

**Navigate
Your
Way**



.....

The mission of Island Pond Arboretum is to engage, educate, improve natural resources and enrich the lives of our constituents in order to enable them to become better stewards of the environment.

.....

Island Pond Arboretum
15 Island Pond Road Harwich Center, MA 02645

SEASONAL KID'S ACTIVITY FALL SCAVENGER HUNT



Island Pond Arboretum

FALL

SCAVENGER

HUNT

During the autumn season Island Pond Arboretum goes through a variety of changes to say goodbye to the warm summer days and prepare for the cold harsh winter ahead. The deciduous trees change their leaves to vibrant fall colors, pinecones start to drop from high above, and furry animals gather nuts from the ground to burrow away for the winter. Even though the arboretum seems still and quiet, life is visible all around!

How many seasonal changes can you spot?



Monthly Report for Selectman

October 2019

Golf Operations

- The golf course was open 28 of 31 days in October, with 3 days closed due to heavy rain
- First frost delay of fall season on 10/20
- Completed first season of First Tee Program for Monomoy Middle School
- Hosted the following events at CV in October:
 - 10/4 Pals For Life charity fundraiser
 - 10/10 Landyard Charity Event was cancelled due to weather
 - 10/14 Monomoy Athletic Booster
 - 10/19&20 Senior Club Championship
 - 10/28 Massachusetts High School Division 3 Golf State Championship

Golf Course Maintenance

- ▶ Aerated back 9 greens on 10/29&30
- ▶ Will aerate front 9 greens on 11/4&5, if weather conditions are favorable

Golf Infrastructure Project

- Work order submitted with Eversource for new transformer, to meet requirements of solar project
- Public hearing on 10/30 at TA's office to install new electric pole on Oak St.
- TA signed CVEC contract with vendor Greenskies for both solar projects at golf course