

SELECTMEN'S MEETING AGENDA*

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:15 P.M.
Regular Meeting 6:30 P.M.
Monday, November 18, 2019*

**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 M.G.L. c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – HEA Contract

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. Vote to approve Caleb Chase Fund request in the amount of \$800.00

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

VIII. NEW BUSINESS

- A. Annual Meetings with the Board:
1. Community Preservation Committee
2. Golf Committee
B. Vote to designate Joseph F. Powers as temporary Town Administrator for a period not to exceed ninety (90) days

IX. CONTRACTS

- A. Weights and Measures Services Inter-municipal Agreement between Town of Harwich and Town of Barnstable - vote
B. Change Order #8 for Fire Station #2 in the amount of \$18,040.66 – Approve and authorize the Chair to sign

X. OLD BUSINESS

- A. Vote to endorse CPC Agreement for Cape Housing Institute in the amount of \$7,500.00
B. Vote to endorse CPC Agreement for Habitat for Humanity in the amount of \$300,000.00
C. Weston & Sampson - Agreement for Wastewater Consulting Services - DHY Third Party Wastewater Project Reviews - Discussion

XI. TOWN ADMINISTRATOR'S 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: _____
November 14, 2019

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: November 13, 2019

One 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 **

Two Week Look Ahead (11/25-11/27) ** No Work on Thursday or Friday

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39 * West from Spence's Trace *
 - Service & Sideline Stubs
- Mainline Sewer Crew # 2
 - Commence Installation on Herndon ** 3 days only **

Three Week Look Ahead (12/2-12/6)

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39 * West from Spence's Trace *
 - Service & Sideline Stubs
 - Commence Installation on Old Heritage Way
- Mainline Sewer Crew # 2
 - Continue Installation on RT137
** Detour **

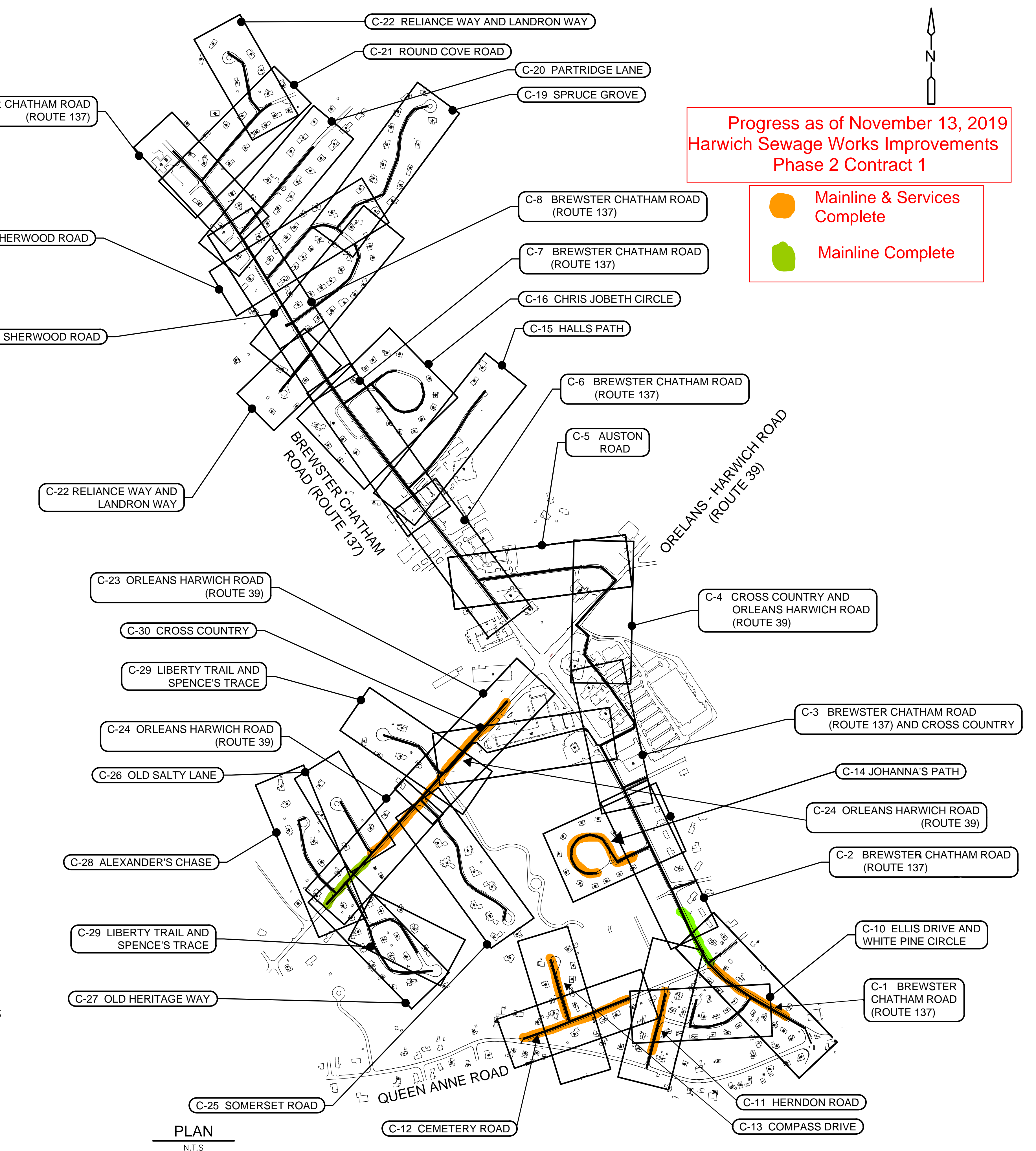
Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations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



Progress as of November 13, 2019
Harwich Sewage Works Improvements
Phase 2 Contract 1

 Mainline & Services Complete

 Mainline Complete



PLAN

N.T.S

Report of the

Community Preservation Committee

Harwich adopted the Community Preservation Act (CPA), modified to accommodate the replacement of the so-called Land Bank, effective beginning July 1 2005. The primary source of revenue for the Community Preservation Fund is a property tax surcharge of 3% that is assessed on each parcel of taxable real estate within the community. The other major sources of revenue for the fund are distributions from the Massachusetts Community Preservation Trust Fund and interest revenue. The Community Preservation Fund may be appropriated and spent for certain open space, historic resource, recreation and community housing purposes.

The committee is comprised of 9 members: 2 selectman appointees, and representatives from the following areas-(1 each) Housing Committee, Housing Authority, Recreation, Historical Commission, Open Space/Real Estate, Conservation and Planning Board. As of this report, there is one vacancy on the committee-selectman appointee.

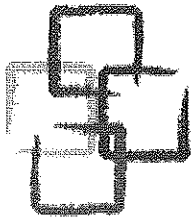
In 2019 the committee received 15 applications with request totaling \$3,691,593. All 15 applications are being presented to the committee for review and deliberation. There is a grand total of approximately \$3,005,451 available for distribution.

As of October 17, 2019 the committee has successfully rescinded and closed out previously funded articles that were either completed, or uncompleted with many years of non- activity, in the amount of approx. \$129,904.96. All monies were returned to their respective fund reserve.

The Community Preservation Committee would like to acknowledge and thank Kathy Green and Chris Rockett who have both served on this committee for several years-they have moved on with our sincere appreciation. In addition we would like to thank Finance Director, Carol Coppola; Town Planner, Charlene Greenhalgh; Joseph ~~Powell~~; ^{Patricia S} Asst Town Administrator and Town Administrator, Chris Clark for their continued support throughout the year

Respectfully Submitted

David Nixon, Chairman



Community Preservation Coalition

Preserving our past. Building our future.

Published on *Community Preservation Coalition* (<https://www.communitypreservation.org>)

[Home](#) > The Role of Grant Agreements in Funding Private Projects

The Role of Grant Agreements in Funding Private Projects

Aug. 2015: Many communities create grant agreements to set clear expectations when granting CPA funds for projects on privately-owned property. A grant agreement helps to ensure that the CPA funds are used appropriately and provides clear procedures to remedy problems or unforeseen circumstances.

Grant agreements typically specify what the funds are intended to be used for, any conditions of funding (such as acquiring matching funds or executing a deed restriction), reporting and monitoring requirements, and what remedies would be required should the funds be used improperly or not entirely used. Note that a grant agreement, if it is an "agreement between a governmental body and an individual or nonprofit entity, the purpose of which is to carry out a public purpose of support or stimulation, instead of procuring supplies or services for the benefit or use of the governmental body," is exempt from Chapter 30B requirements (**M.G.L. Chapter 30B, Section 2**; for more information on this exemption, [click here](#)).

Grant agreements are executed after the municipality's legislative body approves the use of the funds but prior to distributing the funds to the private organization. The agreement is accepted (signed) by both the municipality and the party receiving the CPA funds. It is critical to involve your community's legal staff in the early stages of these types of projects.

To help communities draft grant agreements, the Community Preservation Coalition has collected a variety of examples, shown below. The grant agreements are divided into two categories: General grant agreements, and those designed for use when a community transfers CPA funding to an affordable housing trust:

General Grant Agreements

- [Quincy Grant Agreement](#)
- [Newton Grant Agreement](#)
- [Dartmouth Grant Agreement](#)
- [Letter of Agreement Between the Children's School of Science and the CPC of the Town of Falmouth](#)
- [Harwich Grant Agreement with Housing Authority](#)
- [Nahant CPA Grant Requirements](#)
- [Southwick Cigar Factory Grant Agreement](#)
- [West Tisbury Grant Agreement for Housing Creation](#)
- In addition, the Acton CPC has created a [detailed award letter](#) that includes many of the same elements that grant agreements often include.

Grant Agreements for Appropriations to a Housing Trust

- **Generic Housing Trust Grant Agreement** (This sample was drafted by the Coalition and includes comments explaining how communities can customize the agreement for their particular situation. Clicking the link will automatically download a Word Document.)
- **Housing Trust Grant Agreement from Lincoln** (Use this when the CPA grant will fund a specific project to be done by the Trust.)

Source URL: <https://www.communitypreservation.org/grant-agreements>

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, *[Signature]* Assistant Town Administrator

RE: Agenda VIII New Business Item B Designation of Temporary Administrator

DATE: November 18, 2019

As you know the Harwich Charter ("Charter") dictates the processes and steps to be taken in the event of a vacancy in the position of Town Administrator.

Specifically, Chapter 4. The Town Administrator, Section 10. Assistant Town Administrator/Acting Town Administrator outlines what actions, if any, the Board of Selectmen should undertake in the case of a vacancy in the position of Town Administrator.

I have attached a copy of that Section of the Charter with this memo and further outline it below.

Clause 4-10-1 states, in part, that "The assistant town administrator shall perform the duties that are assigned by the town administrator and, from time to time as necessary, shall perform the duties of that office until the board of selectmen designate a temporary administrator under clause 4-10-2." (Emphasis added)

Clause 4-10-2 states, in full, that "The board of selectmen shall designate, within 10 days after a vacancy occurs, a town employee, a member of the board of selectmen or other person to exercise the rights and perform the duties of the town administrator during any vacancy caused by the temporary absence, suspension, removal, resignation or death of the town administrator. The appointment shall be for a period not to exceed 90 days, and it may be renewed, in the case of suspension, removal, resignation, or death only once for an additional period not to exceed 90 days. The appointee shall be eligible for appointment as town administrator."

As of this writing, it is unclear to me whether the board considers the position of town administrator to be vacant by means of temporary absence, removal of or resignation by the town administrator and specifically when said vacancy has or will occur. I have been informed that, as of this writing, the Town Clerk does not have a letter of resignation from the town administrator. Said filing must be done, if resignation is to occur, in accordance with MGL, c. 40, §109.

Should the board not come to agreement on the designation of a Temporary Administrator at this meeting, I believe that clause 4-10-1 would remain in effect until such time when clause 4-10-2 is effectuated.

Attachments:

- Extract from the Harwich Charter relative to Assistant Town Administrator/Acting Town Administrator (Page C:10); and
- Email from the Town Clerk to the Assistant Town Administrator received on Friday, November 15, 2019 regarding resignation on file

4-8-6 Final removal of any town administrator shall be effected by the affirmative vote of at least 3 members of the board of selectmen at a public meeting of the board held within 7 days of the public hearing, if requested. If no hearing has been requested, final removal may be effected by an affirmative vote of at least 3 members, at a public meeting of the board held not earlier than 14 days after the vote initiating the removal. The salary of the town administrator shall continue to be paid for a period of 60 days after the vote effecting removal from office.

4-8-7 The town administrator shall provide the board of selectmen with at least 30 days notice of an intended resignation, but the board may, at its discretion, shorten or waive this requirement.

Section 9. Filling Vacancy

4-9-1 When a vacancy arises in the office of the town administrator, the board of selectmen shall advertise the vacancy as soon as possible. The board shall fill the vacancy as soon as reasonably possible.

Section 10. Assistant Town Administrator/Acting Town Administrator

4-10-1 The assistant town administrator shall perform the duties that are assigned by the town administrator and, from time to time as necessary, shall perform the duties of that office until the board of selectmen designate a temporary administrator under clause 4-10-2. The assistant town administrator shall be appointed under clause 4-4-1.

4-10-2 The board of selectmen shall designate, within 10 days after a vacancy occurs, a town employee, a member of the board of selectmen or other person to exercise the rights and perform the duties of the town administrator during any vacancy caused by temporary absence, suspension, removal, resignation or death of the town administrator. The appointment shall be for a period not to exceed 90 days, and it may be renewed, in the case of suspension, removal, resignation, or death only once for an additional period not to exceed 90 days. The appointee shall be eligible for appointment as town administrator.

CHAPTER 5. TOWN ADMINISTRATIVE ORGANIZATION

Section 1. General

5-1-1 The administrative functions of the town government shall be performed within the organizational framework of 2 or more divisions and several departments.

5-1-2 The divisions shall include: a division of finance, a division of highways and maintenance, and any other divisions established under clause 4-5-1.

Joe Powers

From: Anita Doucette
Sent: Friday, November 15, 2019 9:32 AM
To: Joe Powers
Subject: resignation

Joe

I have on file the contracts between Christopher Clark and the town of Harwich, and as of today Mr. Clark has not filed a resignation letter with the Town Clerks office.

Regards

Anita

Anita N. Doucette, MMC/CMMC
Town Clerk
508-430-7516 x5

The Commonwealth of Massachusetts Secretary of State has determined that e-mail is a public record

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

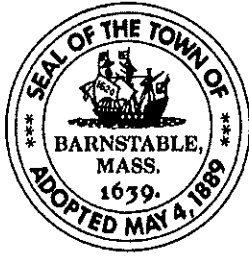
FROM: Joseph F. Powers, Assistant Town Administrator *JFP*

RE: Agenda IX CONTRACTS Item #A background information

DATE: November 18, 2019

As of this writing, the draft Inter-municipal agreement between the Town of Barnstable and the Town of Harwich is being reviewed by town counsel and our Finance Director.

Therefore, it would be premature for me to rend any recommendation for the board to execute this agreement until their reviews are complete.



Meeting Agenda

Meeting Title: Intermunicipal Agreement – Weights & Measures Program

Conducted by: Town of Barnstable

Date: November 18, 2019

Time: 6:30 PM

Location: Town of Harwich

Agenda Details:

- A. Original Agreement
- B. List of Fees and Services
- C. Fiscal/Calendar Years and Annual Reports
- D. Inspection fees vs. TOB expenses

WEIGHTS AND MEASURES SERVICES INTERMUNICIPAL AGREEMENT
BETWEEN
TOWN OF BARNSTABLE
AND
TOWN OF HARWICH

PREAMBLE

This Agreement (hereinafter “Agreement”), made and entered into this _____ day of _____, 20___, executed in duplicate (each executed copy constituting an original) between the Town of Barnstable, a Massachusetts municipal corporation with its principal place 367 Main St. Hyannis, MA 02601, acting by and through its Town Manager (hereinafter “Barnstable”) and Harwich, acting by and through its Town Administrator (hereinafter “Town”) (both Barnstable and Harwich are together referred to herein as the “Members”).

RECITALS

WHEREAS Barnstable has town staff employed as a sealer of weights and measures and deputy sealers of weights and measures working within its Licensing Division; and

WHEREAS Town has no town staff currently employed or contracted as sealer of weights and measures; and

WHEREAS Town desires to enter into an agreement with Barnstable for services performed by the sealer and deputy sealers of weights and measures; and

WHEREAS, M.G.L. c. 40, § 4A allows the Chief Executive Officers of cities towns and districts to enter into agreements with one or more other governmental entities to jointly perform activities or undertakings which any of the contracting governmental entities are authorized by law to perform; and

WHEREAS, said M.G.L. c., 40 § 4A sets forth the requirements for and parameters of such “intergovernmental agreements”; and

WHEREAS, the Members participating in this Agreement each have authorized participation in this Agreement: by the Town Manager for Barnstable a copy of which is attached hereto as Exhibit A and by the Town Administrator for Town a copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, the Members, in consideration of the mutual benefits to be derived by the Members hereto, pursuant to the authority contained in M.G.L. c. 40, § 4A, do hereby mutually agree as follows.

ARTICLE I
SCOPE OF SERVICES

Barnstable agrees to provide to “Town”, Weights and Measures services of Barnstable employees who are certified sealers or deputy sealers of weights and measures pursuant to G. L. c. 98 §§ 34 and 35 under the following terms and conditions.

ARTICLE II
RIGHTS AND OBLIGATIONS OF THE MEMBERS

1. The services to be provided under this Agreement shall be provided by the Town of Barnstable sealer of weights and measures and deputy sealers of weights and measures (collectively “Barnstable employees”), or by one or more such qualified successors as may be appointed by the Town Manager of Barnstable during the Term.

2. Barnstable agrees to provide the services subject to the availability of the Barnstable employees. Barnstable employees will schedule services directly with establishments in the Town.

3. The services to be provided under this Agreement shall include the following.

a. Notice

The Barnstable employees shall give notice to each establishment in “Town” known to use weighing, measuring or scanning devices that testing of these devices is required, and shall annually give public notice, by advertisement or by posting notices in one or more public places in their towns or districts, to all inhabitants, or persons having usual places of business therein, using weighing or measuring devices for the purpose of buying or selling goods, wares or merchandise, for public weighing or for hire or reward, to bring them in to be tested, adjusted and sealed or to request that such devices be tested, adjusted and sealed at their place of business.

b. Testing

The Barnstable employees shall apply and enforce the provisions of the laws pertaining to weights and measures including devices, testing and certifying all devices as required in a timely fashion. In addition, testing of automated checkout systems, conducting reweighing of commodities, item price, scanner waiver, unit price code inspections, and consumer complaints.

c. Collection of Fees

Town shall accept the fees and fines established by Barnstable to be charged to Town establishments for services. Barnstable employees shall charge and collect fines and fees for services and shall account for and pay same into the Barnstable Consumer Protection revolving fund. All fees and fines so charged and collected shall belong entirely to Barnstable.

d. Reports

Barnstable shall maintain records and provide annual reports to Town as required by G.L. 98, § 34 and to the director as provided by § 37.

4. Barnstable shall provide the Barnstable employees with a vehicle and equipment for official use in performing the services, and shall bear the responsibility of registering, insuring, fueling and maintaining vehicles and equipment.

5. The Barnstable employees shall maintain regular office hours in Town of Barnstable and not in Town.

6. The Town shall pay to Barnstable the following sum for the weights and measures services of \$12,300.00 , beginning July 1, 2020, with a 2.5% increase per fiscal year beginning in FY22 and billed each July 1st, for administrative expenses and cost to provide services including retirement and depreciation of equipment for replacement. The initial sum due shall be assessed and billed by Barnstable at the beginning of each FY and each payment is due and payable within fifteen (15) days after the commencement of such fiscal year.

7. Members agree to allow the Barnstable employees to enjoy such vacation, sick days, personal days and other leave as provided under applicable collective bargaining agreements and legislation. Neither party shall make any demand on the Barnstable employees or take any action with respect to the services that is in violation of rights under any collective bargaining agreement or applicable legislation.

8. In addition to statements provided pursuant to paragraph number 6 of this ARTICLE II, Barnstable shall prepare, at its cost, an annual report of costs and receipts incurred pursuant to the Agreement which shall be submitted to Town within thirty days of the end of the calendar year. All records supporting the billing shall be kept by Barnstable's Weights and Measures Division and made available for Town review upon request. If Town determines that an audit should be performed on the billing for these services Town shall bear the costs of such an audit and Barnstable shall provide all the records necessary to complete the audit.

ARTICLE III
TERM / AMENDMENTS /
INDEMNITY

1. The term of this Agreement shall commence upon final execution and be automatically renewed each year , and reviewed every three (3) years , unless sooner terminated as herein provided, not to exceed 25 years. The Members intend that the Members entering into this Agreement are the sole and exclusive beneficiaries of the Agreement. Either party may terminate this Agreement, at its sole discretion by providing 90 days' written notice to the other party in accordance with paragraph 5 of this Article III.

2. This Agreement shall not take effect until it has been executed by the Members, at which time, it shall become the binding and legally enforceable Agreement of each such member.

3. No officer, official, agent, or employee of any Member shall have the power to amend, modify or alter this Agreement or waive any of its provisions or to bind any of the other Members by making any promise or representation not contained herein except by an authorized written amendment requiring approval by the Town's authorized entity and the approval of the Town Manager of Barnstable. Said amendment shall be executed in the same manner as this Agreement is executed. No Member may rely on any conduct, statements, action, inaction or course of conduct of the employees, agents or officers of any other Members as having changed, modified or amended this Agreement. No Member shall be construed as waiving any provision of the Agreement unless the waiver is executed in writing as an amendment to this Agreement. No waiver by any Member of any default or breach shall constitute a waiver of any subsequent default or breach. Forbearance or indulgence in any form or manner by any Member shall not be construed as waiver of any term or condition hereto nor shall it limit the legal or equitable remedies available to the Member.

4. Notwithstanding the final sentence of G.L. c. 40, s. 4A, "Town" shall indemnify and hold harmless Barnstable and each and all of its officials, officers, employees, agents, servants and representatives (the Indemnitees) from and against any claim arising from or in connection with the performance by the Barnstable employees of duties in or for Town including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Barnstable employees while in or performing services for "Town". Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorneys' fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Town shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Barnstable and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the Indemnitees shall cooperate with Town in all reasonable respects in connection with such defense, and (c) Town shall not be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any of the Indemnitees other than the Barnstable employees.

5. This Agreement may be terminated by either party for any reason or no reason on ninety (90) days' written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination or otherwise as provided by law.

6. No Member shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other Members.

7. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision

were not contained herein.

8. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

9. This Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.

10. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail to the following.

11. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

12. Each member shall notify the other Member in writing and keep the other Members informed of the changed names and titles of its official or officials responsible for the implementation of the terms of this Agreement.

13. In addition to the remedies, power and authority which each Member has at law or under its ordinances, by-laws, rules or regulations the following remedies shall be available to each Member:

- a. If any Member fails to fulfill any material obligation or condition of this Agreement (either a "Defaulting Member"), the other Member has the right to suspend this Agreement by giving sixty (60) days notice (a "Default Notice"), in writing, of their intent to do so (the "Default Notice Period"). Upon receipt of such notice, the Defaulting Member shall have the right to prevent suspension by curing the default within thirty (30) days and diligently and continuously pursuing such cure to completion within any additional time which may be necessary to affect such cure. Suspension shall not release any Member from its obligation to pay all bills or sums due prior to suspension, in accordance with this Agreement.
- b. Each Member reserves the right, either in law or equity, by suit, and complaint in the nature of specific performance or other proceeding, to enforce or compel performance of this Agreement.
- c. The remedies set forth in this Agreement are separate and cumulative, and the election of one does not preclude use of another.

14. Each Member shall immediately, within not more than twenty four (24) hours, notify the other Member of any emergency or condition which may affect its participation in or the carrying out of its responsibilities under this Agreement.

15. Employees, servants or agents of either of the Members shall not be deemed to be agents, servants or employees of any other Member for any purpose including, but not limited to, either Workers' Compensation or unemployment insurance purposes. Specifically, the Barnstable employees shall not be deemed to be employees of "Town" for such purposes and any "Town" or other staff appointed by said "Town", whether as contemplated herein or otherwise, shall not be deemed to be employees of Barnstable.

This Intermunicipal Agreement shall be in effect until one of the parties dissolves this agreement with notice as provided above.

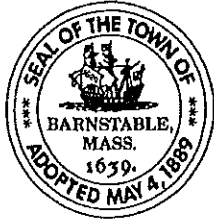
For the Town of Barnstable
Town Manager

For the Town of Harwich
Board of Selectman

Signed this day

Signed this day

Original Agreement



Town of Barnstable
Regulatory Services
Thomas F. Geiler, Director
230 South Street, PO Box 2430
Hyannis, MA 02601

Admin: 508-862-4670

Fax: 508-778-2412

Memorandum of Understanding

By and between the Town of Barnstable and the Town of Harwich.

The purpose of this MOU is to provide efficient and effective weights and measures services to the businesses and citizens of the parties to the agreement.

The Town of Harwich desires to utilize the staff and equipment of the Town of Barnstable, Regulatory Services Department, Consumer Affairs Division, to conduct inspections and testing of all weighing and measuring devices as provided in Massachusetts General Laws Chapter 98.

Barnstable Weights and Measures staff is authorized to enter the Town of Harwich and visit the locations of all commercial weighing and measuring devices and scanners for the purpose of inspection and/or testing authorized by the provisions of Massachusetts General Laws Chapter 98.

Barnstable Weights and Measures staff shall be authorized to conduct inspections and/or tests of all devices used for weighing and measuring under MGL and take official action as authorized to a sealer of weights and measures.

Fees for testing and sealing of devices used in weighing and measuring shall be those fees authorized by MGL, as they relate to weights and measures and approved by the Barnstable Town Council (fee schedule attached). At the time of providing services, or within 72 hours of providing service, Barnstable Weights and Measures staff shall cause an invoice to be issued to the owner of the device. The invoice shall include a list of devices inspected, tested, sealed, or rejected. It will also include the date of inspection, the name of the inspector, the official results of the inspection and/or test, and the amount of fee due to the Town of Barnstable.

The results of inspections shall be provided to the Town of Harwich on a monthly basis, as well as a recap of the inspection during a calendar year.

The Town of Barnstable shall collect all fees for related services from device owners and payment shall go directly to the Town of Barnstable.

Memorandum of Understanding

The fee for minor adjustments to bring the device into tolerance shall be \$0.00. The fee for re-inspection because of noncompliance, shall be \$50.00. Device owners are required by law to maintain the device in compliance. Device owners are urged to comply with this requirement to avoid a re-inspection fee.


If payment is not remitted to the Town of Barnstable within a reasonable amount of time after which the invoice is produced and sent to the owner of the device, then the Town of Barnstable is authorized to enforce the nonpayment of the invoice. Nonpayment for services rendered may result in removal of the seal by the Barnstable Sealer of Weights and Measures. A re-inspection fee may then be charged, along with any late fees for the original inspection, to the device owners.

The Town of Barnstable, Department of Regulatory Services, Consumer Affairs Division, Massachusetts Weights and Measures certified staff shall provide up to 75 hours annually of non fee based services for the Town of Harwich. Non Fee based services shall include, net weight compliance inspections in retail food stores, unit price compliance inspections in retail stores, item price compliance inspections in retail stores, consumer complaints related to weights and measures regulation, investigation and compliance achievement.

The fee for the 75 hours annual service shall be \$2,000.00 payable to the Town of Barnstable. Additional hours may be authorized by the Town of Harwich through the Town Administrator at the rate of \$35.00 per hour payable to the Town of Barnstable.

Payment for the 75 hours annual service shall be due to the Town of Barnstable in two payments annually. First payment shall be \$1,000.00 payable October 1st and the second payment shall be \$1,000.00 payable April 1st.

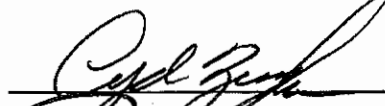
This MOU shall be in effect until one of the parties dissolves this agreement with written notice or the parties mutually agree to amend the agreement.

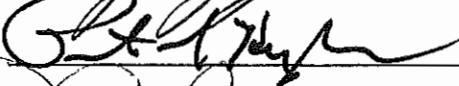



For the Town of Barnstable

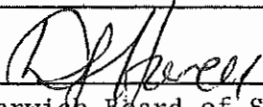
6-7-2001

Signed this date









Harwich Board of Selectmen

Signed this date _____

List of Fees and Services

§ 76-3 Weights and measures annual fees (MGL c. 98, § 56)

Description	Fee Per Device	
	1 to 3	4 or more
Scale with capacity over 10,000 pounds	\$275.00	\$250.00
Scale with capacity 5,000 to 10,000 pounds	\$145.00	\$120.00
Scale with capacity 100 to 5,000 pounds	\$90.00	\$80.00
Scale with capacity less than 100 pounds	\$60.00	\$55.00
Weights (each)	\$10.00	\$8.00
Liquid measures	\$40.00	\$40.00
Liquid measure meters	-----	-----
Lubricant meters	\$60.00	\$55.00
Motor fuel meters	\$60.00	\$55.00
Vehicle tank meters	\$120.00	\$110.00
Vehicle tank meter gravity	\$185.00	\$160.00
Bulk storage tank meter	\$185.00	\$160.00
Mechanical pumps, each stop	\$15.00	\$15.00
Taxi meters (semiannually)	\$60.00	\$55.00
Commercial odometer - hubodometer	\$60.00	\$65.00
Leather measure	\$185.00	\$160.00
Dry measure, one bushel or less	\$95.00	\$95.00
Dry measure, more than one bushel	\$130.00	\$130.00
Counting device	\$35.00	\$35.00
All other measuring devices	\$135.00	\$135.00
Rope, wire or chain measuring devices	\$35.00	\$30.00
Reinspection fee (after official rejection)	\$100.00	\$100.00
Reverse vending machines		
Bottle and can redemption inspection		
Disposable test material supplied by inspector	\$35.00	\$30.00
Disposable test material supplied by store	\$20.00	\$15.00
Automatic electronic check-out systems		
3 or less cash registers (per inspection)	\$95.00	
4 to 11 cash registers (per inspection)	\$180.00	
12 or more cash registers (per inspection)	\$300.00	

**DEVICES WE
INSPECT FOR
ACCURACY
AND
SUITABILITY**

- **TAXI CAB METERS**
- **OIL TRUCK METERS &
AIR ELIMINATORS**
- **RETAIL STORE SCALES**
- **INDUSTRIAL SCALES**
- **VEHICLE SCALES**
- **GAS STATION
DISPENSERS**
- **MARINA PUMPS**
- **CORDAGE MEASURERS**
- **STORE SCANNER
SYSTEMS**
- **LINEAR MEASURERS**
- **WHOLESALE FUEL
RACKS**
- **AIRPORT REFUELERS**

WHO DOES THE WORK???

The Weights & Measures Inspectors who perform these various duties are certified by an examination and field observation by the Massachusetts Division of Standards.

The Division of Standards is the state agency responsible for administering all laws regarding weights and measures in Massachusetts.

All of our inspectors are members of the Massachusetts Weights & Measures Association and the Eastern Massachusetts Weights & Measures Association. These professional organizations help us to keep up to date on changes in the law and especially on the new designs and features constantly being generated by the device manufacturers.

We also belong to the National Conference on Weights & Measures. The NCWM is the organization that creates the standards for devices, inspection procedures and tolerances applied.

**BARNSTABLE
WEIGHTS & MEASURES PROGRAM**

200 MAIN STREET
HYANNIS MA 02601

P 508 – 862 – 4671 F 508 – 778 – 2412

Email:

weight_measure@town.barnstable.ma.us

OR

www.town.barnstable.ma.us, link to Licensing
Department, link to Weights & Measures

BARNSTABLE

**WEIGHTS & MEASURES
PROGRAM**



Part of
Licensing Department
Director-Richard Scali
Sealer of Weights and Measures
Jane Zulkiewicz

SERVING

*BARNSTABLE
BOURNE
BREWSTER
CHATHAM
DENNIS
HARWICH
MASHPEE
ORLEANS
SANDWICH
YARMOUTH*

What does Weights & Measures do for you???

Did you buy any candy, gasoline, popcorn, bread, fuel oil, or purchase something that was scanned?

How do you know that what you paid for you actually received or that the proper price was rung up?

Our job is to check these things and many, many more. We check meters that measure the gasoline, weigh packages on sale in stores, and check scanner systems throughout our jurisdiction.

We work to provide an orderly marketplace; where you can have confidence on all declared quantities and prices. And, as well, the merchant is assured the quantities are correct and neither party is being short-changed.



THAT EQUITY MAY PREVAIL

That is our motto up there. To do that, we do check devices and systems for suitability and accuracy, and we also investigate consumer complaints.

If you have a complaint at a gas station or store, look on the pump, checkout register, or scale and you will see our seal with the phone number to call about your complaint or concern.

508 - 862 - 4671

SAFETY

Safety is another important facet of our inspections. When around fuel areas we observe and see that any leaks are repaired before approval. Vapor recovery systems are checked for worn equipment which renders the system useless.

Fuel trucks are also checked with safety in mind.



THINGS YOU CAN DO FOR YOURSELF

- CHECK YOUR RECEIPTS, BEFORE YOU LEAVE STORE, IF POSSIBLE
- CHECK ALL REPRESENTED PRICES – PRICE ON ITEM, IN FLYER, ON UNIT PRICE TAG, ON SIGNS – THE LOWEST IS CORRECT
- WATCH DELI ITEMS BEING WEIGHED – BE SURE TARE* IS TAKEN
- USE UNIT PRICE LABELS TO VALUE SHOP
- BE SURE SCALES AND GAS PUMPS START AT ZERO
- BE SURE GASOLINE READING IS NOT CREEPING ALONG BEFORE YOU START NOZZLE

*Tare is weight of container, for which there can be no charge.

**BARNSTABLE
WEIGHTS & MEASURES
PROGRAM**

Weights and Measures
Town of Barnstable

Field Inspections Warnings Violations Notices Payments Reports Selections

Welcome zulkiewj

Applications

Home > Selections > Businesses | Logout

Business: Street number: Street: Town: Village: Active

Name	Location	Village	Town
7-Eleven #34434	5 Main Street	West Harwich	Harwich
All Cape Taxi	9 Juniper Ln.		Harwich
Allen Harbor Marine Service	335 Lower County Rd	Harwich Port	Harwich
Buckies Biscotti Harwich	554 Route 28	Harwich Port	Harwich
Cape Cod Healthcare @ Fontaine Medical	525 Long Pond Drive		Harwich
Cape Discount Fuel, Inc	101 Queen Anne Rd		Harwich
Cedar Spring Herb Farm	159 Long Pond Road		Harwich
Cranberry Jewelers	554 Main St	Harwich Port	Harwich
Cranberry Liquors	555 Main St	Harwich Port	Harwich
Cumberland Farms #2305	578 Main St	Harwich Port	Harwich
CVS #1859	148 Route 137		Harwich
CVS #860	6 Post Office Square	Harwich Port	Harwich
Dr. Cavity's Candy Shack	560 Main St	Harwich Port	Harwich
East Harwich Market	1421 Orleans Rd	East Harwich	Harwich
George's Fish Market	30 Kildee Rd	Harwich Port	Harwich
Harwich Dept. Of Hwy & Maint, Town Of	273 Queen Anne Rd		Harwich
Harwich Gas, Diesel & Propane	729 Main Street		Harwich
Harwich Mobil	173 Pleasant Lake Ave		Harwich
Harwich School & Family Resource Center (WIC)	263 South Street		Harwich
Harwich Transfer Station	209 Queen Anne Rd		Harwich
Harwich Water Dept.	196 Chatham Rd		Harwich
Harwich, Town Of	732 Main St		Harwich
Harwichport Boat Works, Inc.	4 Harbor Rd		Harwich
Harwichport Boat Yard	4 Harbor Road, Harwichport, Ma	Harwich Port	Harwich
Hemeon's Farm	186 Off Bank Street	Harwich Port	Harwich
Hinckley Home Center #2	138 Route 137	East Harwich	Harwich
Local Flavor at the Pleasant Lake General Store	403 Pleasant Lake Ave.		Harwich
Lower Cape Bluefins	PO Box 415	South Harwich	Harwich
Luke's Super Liquor Store #7	224 Route 28	West Harwich	Harwich

[Add a Business...](#)

Harwich Businesses

<u>Luke's, A.J., Of Harwich #7</u>	224 Route 28	West Harwich	Harwich
<u>Lunch Stop in East Harwich Market</u>	1421 Orleans Road	East Harwich	Harwich
<u>Main St. Market</u>	715 Main St.		Harwich
<u>Mason Jar, The</u>	544 Route 28	Harwich Port	Harwich
<u>Meservey's 137 Shell Gas</u>	110 Rt. 137	East Harwich	Harwich
<u>Mobil Mart (Meservy's)</u>	109 Route 137		Harwich
<u>Moonshine Liquors</u>	4 Great Western Road Unit 1		Harwich
<u>New England Gardens</u>	5 Depot Rd	South Harwich	Harwich
<u>Olympia Sports #163</u>	1475 Orleans Road	East Harwich	Harwich
<u>Outer Cape Health Services</u>	710 Main Street (Rte 28)	Harwich Port	Harwich
<u>Outer Cape Health Services Pharmacy</u>	269 Chatham Road	South Harwich	Harwich
<u>Peterson Oil Service</u>	101 Queen Anne Road		Harwich
<u>Pleasant Lake Farm</u>	2 Birch Drive		Harwich
<u>Pleasant Lake General Store</u>	403 Pleasant Lake Ave, Rt. 124		Harwich
<u>Portside Liquors III</u>	1421 Route 39 & Route 137	East Harwich	Harwich
<u>Robert B. Our Co.</u>	24 Great Western Rd		Harwich
<u>Scribano's Italian Market & Deli</u>	302 Route 28	Harwich Port	Harwich
<u>Scudder & Taylor Oil Co</u>	2 Station Avenue		Harwich
<u>Shaw's/Star Market #4596</u>	18 Sisson Rd	Harwich Port	Harwich
<u>Speedway Gas Co.</u>	729 Main St	East Harwich	Harwich
<u>Stonewood Specialty Products</u>	516 Depot St		Harwich
<u>Stop & Shop #475</u>	111 Route 137 (& Rt. 39)		Harwich
<u>Sunrise Bait & Tackle</u>	431 Route 28	Harwich Port	Harwich
<u>T-Mobile</u>	105 Route 137 Suite D	East Harwich	Harwich
<u>Talbot's Clothing #367</u>	Route 137, Harwich Commons		Harwich
<u>True Value Hardware #3593</u>	2 Post Office Square	Harwich Port	Harwich
<u>Tuck A Way Farm</u>	2 Barkley Way	East Harwich	Harwich
<u>United Gas</u>	570 Main	Harwich Port	Harwich
<u>UPS Harwich</u>	1421 Orleans Rd	East Harwich	Harwich
<u>Value Mart</u>	435 Main Street	Harwich Port	Harwich
<u>Weight Watchers-Harwich</u>	671 Main Street	Harwich Port	Harwich
<u>West Harwich Sav-On</u>	4 Route 28	West Harwich	Harwich
<u>Whiteley Fuel Co</u>	715 Main St Rt 28	Harwich Port	Harwich

Field Inspections Warnings Violations Notices Payments Reports Selections

Fiscal Year/Calendar
and
Annual Reports

Weights and Measures
From 7/1/2018 to 6/30/2019

Harwich **FY 19**

		Adj	Seal	Not Sealed	Cond	Sealing Fees	Reinp Fees	Device Fines	PV Fines	IP Fines	PK,CH. Fines	VFH Safety	C.C. Fines
Scales	A Cap Over 10,000 lbs	1	3		1	825							
	B 5,000 - 10,000 lbs												
	C 100 - 5,000 lbs	1	9	2		750							
	D Under 100 lbs	8	106	10		5910							
	E Under 10 lbs	4	7	3		410							
	Balances												
Weights	Avordupois		3			24							
	Metric												
	Troy												
	Apothecary		10			80							
Automatic Liquid Measuring	Meters, Inlet 1" or less												
	Gasoline	2	121			6695							
	Oil, Grease												
	Vehicle Tank Meters	1	11	8		1270							
	Bulk Storage												
	Meters												
Other Automatic Measuring	Taximeters		2			120						50	
	Leather Measuring												
	Wire/Cordage		3			105							
	Cloth Measuring												
	Reverse Vending		14			230							
Linear Measures	Yardsticks												
	Tapes												
Scan	Scan - Above 98%		9			1255	100		1200	6600			
	Scan - Below 98%			1		180							
Complaints		2											
Pkg. Check		619											
UPC		624											
IP not Fined		16											
Totals		17	298	24	1	17854	100		1200	6600		50	

Fees: \$18,004.00

Fines: \$7,800.00

Total: \$25,804.00

Weights and Measures
From 1/1/2018 to 12/31/2018

Harwich *Calendar Year 2018*

		Adj	Seal	Not Sealed	Cond	Sealing Fees	Reinp Fees	Device Fines	PV Fines	IP Fines	PK.CH. Fines	VFH Safety	C.C. Fines
Scales	A Cap Over 10,000 lbs		1		1	275							
	B 5,000 - 10,000 lbs												
	C 100 - 5,000 lbs	1	10	1		840							
	D Under 100 lbs	7	100	11	4	5600	200						
	E Under 10 lbs	4	7	3		410							
	Balances												
Weights	Avordupois		3			24							
	Metric												
	Troy												
	Apothecary		10			80							
Automatic Liquid Measuring	Meters, Inlet 1" or less												
	Gasoline	1	113			6255							
	Oil, Grease												
	Vehicle Tank Meters		10	8		1150							
	Bulk Storage												
	Meters												
Other Automatic Measuring	Taximeters		2			120						50	
	Leather Measuring												
	Wire/Cordage		4			140							
	Cloth Measuring												
	Reverse Vending		14			220							
Linear Measures	Yardsticks												
	Tapes												
Scan	Scan - Above 98%		7			920				8200			
	Scan - Below 98%												
Complaints		2											
Pkg. Check		417											
UPC		186											
IP not Fined		17											
Totals		13	281	23	5	16034	200			8200		50	

Fees: \$16,284.00

Fines: \$8,200.00

Total: \$24,484.00

Categories for Barnstable Quarterly Reports top row	
Adj	Any adjustments/ calibrations to bring device in tolerance
Seal	Device has been sealed for that calendar year
Not Sealed	Device has not met compliance at time of insp; may need repair
Cond	Condemned device-does not meet standards for compliance
Sealing Fees	Dollars brought in for specific category of devices
Reinp Fees	Charges if device once sealed; needed repair and re-sealing
Device Fines	Charges if device has been found to be in use unsealed & not tested
PV Fines	Price Verification (Scanners) Violations
IP Fines	Item Price Violations mainly pricing at grocery/food stores
PK: CH Fines	Package Checking (Net Weight inspections) Violations
VFH Safety	Vehicle For Hire Safety inspections fees
C.C: Fines	Customer Complaint violations -this option has been disabled
Side Column categories	
Complaints	How many complaint weights and measures has investigated
Pkg. Check	How many individual packages were inspected for net weight
UPC	Unit Price Code inspections per item
IP not fine	Pricing inspection conducted resulting in compliance

Annual Reports and supporting
documentation created by
spreadsheet and Weights and
Measures database

Weights and Measures
Inspection Results for Harwich
 From 7/1/2018 to 6/30/2019

Harwich

Business	Inspection		Adjusted	Sealed	Not Sealed	Condemn	Passed	Failed	Total Reinspect Fee	Total Fee
	Date	Invoice								
All Cape Taxi	10/30/2018	E25317	0	1	0	0	0	0	0.00	60.00
All Cape Taxi	12/11/2018	E25373	0	0	0	0	1	0	0.00	50.00
All Cape Taxi	2/13/2019	B81020	0	1	0	0	0	0	0.00	60.00
Allen Harbor Marine Service	7/30/2018	E25127	0	3	0	0	0	0	0.00	155.00
Cape Cod Healthcare @ Fontaine Medical	1/8/2019	E25404	1	1	0	0	0	0	0.00	60.00
Cape Discount Fuel, Inc	9/28/2018	E25250	0	1	2	0	0	0	0.00	120.00
Cape Discount Fuel, Inc	11/2/2018	E25327	0	2	0	0	0	0	0.00	240.00
Cape Discount Fuel, Inc	1/11/2019	B81012	1	1	0	0	0	0	0.00	120.00
Cumberland Farms #2305	4/25/2019	E25629	2	17	0	0	0	0	0.00	865.00
CVS #1859	1/8/2019	E25402	1	1	8	0	0	0	0.00	240.00
CVS #1859	2/13/2019	E25483	0	7	0	0	0	0	100.00	0.00
CVS #860	2/11/2019	E25475	1	1	1	0	0	0	0.00	60.00
Dr. Cavity's Candy Shack	8/14/2018	E25171	0	1	0	0	0	0	0.00	60.00
George's Fish Market	7/25/2018	E24960	0	4	0	0	0	0	0.00	245.00
Harwich Gas, Diesel & Propane	7/30/2018	E25128	0	14	0	0	0	0	0.00	654.00
Harwich Mobil	8/13/2018	E25164	0	18	0	0	0	0	0.00	990.00
Harwich Transfer Station	10/3/2018	E25263	0	1	0	0	0	0	0.00	275.00
Harwich Transfer Station	6/11/2019	E25722	1	1	0	0	0	0	0.00	275.00
Harwichport Boat Yard	7/25/2018	E25114	0	3	0	0	0	0	0.00	155.00
Hemeon's Farm	8/14/2018	E25169	1	2	0	0	0	0	0.00	120.00
Hinckley Home Center #2	10/22/2018	E25299	0	6	0	0	0	0	0.00	305.00
Lower Cape Blueflns	8/27/2018	E25197	0	0	0	0	1	0	0.00	0.00
Luke's, A.J., Of Harwich #7	7/25/2018	E25113	0	5	0	0	0	0	0.00	75.00
Lunch Stop In East Harwich Market	7/25/2018	E25112	0	1	0	0	0	0	0.00	60.00
Main St. Market	10/22/2018	E25300	0	2	0	0	0	0	0.00	95.00
Mason Jar, The	8/14/2018	E25168	1	1	1	0	0	0	0.00	60.00
Meservey's 137 Shell Gas	9/20/2018	E25241	0	20	0	0	0	0	0.00	1,100.00
Moonshine Liquors	10/3/2018	B80969	0	2	0	0	0	0	0.00	95.00
New England Gardens	8/14/2018	E25170	1	1	0	0	0	0	0.00	60.00
Olympia Sports #163	8/22/2018	E25192	0	2	0	0	0	0	0.00	95.00
Outer Cape Health Services	11/19/2018	B80994	0	1	0	0	0	0	0.00	60.00
Pleasant Lake Farm	8/3/2018	E25140	0	2	0	0	0	0	0.00	120.00
Portside Liquors III	1/8/2019	E25401	0	1	0	0	0	0	0.00	35.00

Weights and Measures
Inspection Results for Harwich
 From 7/1/2018 to 6/30/2019

Harwich

Business	Inspection		Adjusted	Sealed	Not Sealed	Condemn	Passed	Failed	Total	Total Fee
	Date	Invoice							Reinspect	
Robert B. Our Co.	11/19/2018	E25346	0	3	1	0	0	0	0.00	180.00
Robert B. Our Co.	11/29/2018	E25360	0	1	0	0	0	0	0.00	120.00
Robert B. Our Co.	12/6/2018	E25371	0	0	0	1	0	0	0.00	0.00
Robert B. Our Co.	1/17/2019	E25420	0	1	0	0	0	0	0.00	275.00
Scribano's Italian Market & Deli	5/24/2019	E25630	0	2	0	0	0	0	0.00	120.00
Scudder & Taylor Oil Co	10/18/2018	E25288	0	5	3	0	0	0	0.00	550.00
Scudder & Taylor Oil Co	11/29/2018	E25359	0	1	2	0	0	0	0.00	120.00
Shaw's/Star Market #4596	11/19/2018	B80993	0	1	0	0	0	0	0.00	60.00
Shaw's/Star Market #4596	3/6/2019	E25514	0	44	8	0	0	0	0.00	1,720.00
Shaw's/Star Market #4596	5/8/2019	B81061	0	5	0	0	0	0	0.00	275.00
Stonewood Specialty Products	10/2/2018	E25256	1	1	0	0	0	0	0.00	90.00
Stop & Shop #475	10/11/2018	B80975	0	10	0	0	0	0	0.00	550.00
Stop & Shop #475	11/28/2018	B80987	0	2	0	0	0	0	0.00	120.00
Stop & Shop #475	12/3/2018	B81001	0	3	0	0	0	0	0.00	180.00
Stop & Shop #475	3/26/2019	E25561	5	96	2	0	0	0	0.00	3,150.00
Sunrise Bait & Tackle	5/24/2019	E25631	0	0	1	0	0	0	0.00	0.00
Tuck A Way Farm	7/26/2018	B80938	1	1	0	0	0	0	0.00	60.00
United Gas	9/11/2018	E25225	0	8	0	0	0	0	0.00	440.00
United Gas	4/17/2019	E25617	0	8	0	0	0	0	0.00	440.00
UPS Harwich	1/8/2019	E25403	0	1	1	0	0	0	0.00	90.00
Value Mart	8/1/2018	E25132	0	16	0	0	0	0	0.00	880.00
Value Mart	8/29/2018	E25208	0	1	0	0	0	0	0.00	95.00
Weight Watchers-Harwich	7/30/2018	E25126	0	4	0	0	0	0	0.00	320.00
West Harwich Sav-On	9/14/2018	E25229	0	19	0	0	0	0	0.00	1,045.00
West Harwich Sav-On	10/26/2018	B80983	0	1	0	0	0	0	0.00	60.00
Totals for Harwich:			17	358	30	1	2	0	100.00	17,904.00

Barnstable Weights and Measures Program Services

FY19 statistics for Harwich, MA

FY19	Jul-18	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	# inspections	Hours
Harwich FY19														
IP no fine	2	2	0	0	0	4	0	0	0	3	3	2	16	13
UPC										242	382		624	4.5
Net weight		218				24			310	20	27	20	619	8
Complaints							1	1					2	6
Item Price Waiver	1		2	1	1	2	1			2	3	0	13	21.75
Total Ave.											Non	Fee	Inspts	53.25

Non Fee based services above conducted by Barnstable Weights and Measures per MGL and Regulations statues Chapter 94 S. 184 Item Price; Unit Price Code Chapter 6 Section 115A & Net Weight Chapter 94 Section 176-177

FY19	Jul-18	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan	19-Feb	19-Mar	19-Apr	19-May	19-Jun	# inspections	Hours
Harwich FY19														
Motor Fuel	14	34	47	1	3					22			121	38.5
Scales	11	7		13	4	3	4	1	74		7	1	125	34
Price Verify		2		3			1	1	2	1			10	11.5
VTM/RMD	7		1	7	4		2	1	18				40	6
Total Ave.												Device	Inspts	90

Device inspections conducted by Barnstable Weights and Measure in accordance with Chapter 98-Average hours conducting inspections in Harwich FY19 does not include travel time—90 hours. Approximate Total Hours combined Non-fee and Fee based inspections- 143.25 Hours



Avoid mistakes by carefully reading before filling out this report

ANNUAL REPORT

of

Sealer of Weights and Measures

for

HARWICH _____ Massachusetts

JANE ZULKIEWICZ _____ Sealer

For period commencing 1/1/2018 and
ending 12/31/2018 inclusive

In compliance with Chapter 98 Section 37 as amended by Chapter 295 of the Acts of 1998 Section 37. Each municipality shall annually, between January 1 and January 31, submit to the director a written report that describes the components of the municipality's weights and measures program, including, but not limited to, an inventory of all weighing and measuring devices and equipment and the date of the most recent certification for each device or piece of equipment, inspection results by category, results of tests performed pursuant to section 56D, total citations issued by category, the net loss restored to consumers and merchants as a result of its enforcement program, and any - other information required by the director.

A municipality that does not report to the director in the manner prescribed in this section shall not be eligible to retain any revenues generated by the municipality as a result of imposing civil citations as provided in section 29A.

City and Town information

Town/City HARWICH

City or Town Hall Address 732 MAIN STREET, HARWICH, MA 02645

Chairman/Mayor CHRISTOPHER CLARK, TOWN ADMINISTRATOR

Treasurer AMY BULLOCK

City or Town Clerk ANITA N. DOUCETTE

Location of Weights and Measures Office BARNSTABLE WEIGHTS & MEASURES 200 MAIN STREET, HYANNIS, MA 02601

Hours of Operation (Office Hours) 8:00 A.M.-4:30 P.M./MONDAY-FRIDAY

Sealer Information

Sealer's Name Jane Zulkiewicz

Business (Office) Address 200 MAIN STREET

City or Town HYANNIS Zip Code 02601

Home Address 49 MOSS PLACE

City or Town MARSTONS MILLS Zip Code 02648

Telephone Numbers:

Office: (508) 862-4671 Residence: (508) 862-4773

Fax: (508) 778-2412 E-Mail Address jane.zulkiewicz@town.barnstable.ma.us

Deputy Sealers

Name	Address	City or Town	Zip Code	Telephone No.
Jaime Cabot	200 Main Street	Hyannis	02601	508-862-4612
Richard Cohen	200 Main Street	Hyannis	02601	508-862-4669
Kevin Friel	200 Main Street	Hyannis	02601	508-862-4776
Richard Scali	200 Main Street	Hyannis	02601	508-862-4778

General Financial Information

Has City /Town established a Consumer/Merchant Fund ? BARNSTABLE What is the account Balance? N/A

Sealing fees collected (state amount)	\$ 0-SEE TOWN OF BARNSTABLE REPORT	Charges collected for adjusting (state amount)	\$ NONE
Total cost of department, including salary, equipment, transportation, training and all other expenses	\$ FY 18 \$395,840.75	Total Amount collected for Civil Penalties	\$ 0-SEE TOWN OF BARNSTABLE REPORT ON FILE

What amount of insurance is carried upon State Standards as authorized, Sec 6 Chap 98, General Laws? \$ _____

Salary Information

Position	Minimum Salary	Maximum Salary
Sealer	\$	\$
Deputy Sealer #	\$	\$
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #	**SEE TOWN OF BARNSTABLE REPORT**	
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		
Deputy Sealer #		

Appointment - Certification Information

Name (First name, MI, Last name)	Position (Sealer or Dep. Sealer)	Date of Appointment (mm/dd/yy)	Length of Service (Years/Months)	Date of Certification (mm/dd/yy)	Date of Civil Service Appointment (mm/dd/yy)
JANE ZULKIEWICZ	SEALER	DEPUTY 8/2004 SEALER 8/2013	14 YR 4 MONTHS	4/2005	
RICHARD SCALI	DEPUTY SLR	3/2011	7 YR 9 MONTHS	6/2013	
RICHARD COHEN	DEPUTY SLR	12/2006	12 YR 1 MONTH	7/2009	
JAIME CABOT	DEPUTY SLR	2/2010	8 YR 10 MONTHS	10/2012	
KEVIN FRIEL	DEPUTY SLR	6/2010	8 YR 6 MONTHS	10/2012	

OFFICE STANDARDS

Furnished by the Commonwealth

1. Location of Standards 200 MAIN STREET, HYANNIS, MA 02601

(Give street and number, if any, and whether in City or Town Hall)

Place X against each standard.

2. Balance X Yard Measure X Meter X Kilogram X

3. Avoirdupois Weights:

50lb. X 25lb. X 20lb. X 10lb. X 5lb. X
 4lb. X 2lb. X 1lb. X 8oz. X 4oz. X
 2oz. X 1oz. X 1/2oz. X 1/4oz. X 1/8oz. X
 1/16oz. X

4. Capacity Measures:

1/2bushel X 1/4bushel X 1/8bushel X 1/16bushel X
 1/32bushel X 1 Gallon X 1/2Gallon X 1quart X
 1pint X 1/2pint X 1gill X

STANDARDS OTHER THAN THOSE FURNISHED BY THE COMMONWEALTH

(Give number of each)

5. Apothecary Weights:

2drams 3 1drams 3 1/2drams 3 2scruples 3
 1scruple 3 10grains 0 5grains 3 2grains 3
 1grain 3 0.5grain 3 0.2grain 0 0.1grain 0

Other Standard Apothecary Weights:

4 grains-3; 3 grains-3; 1/2 scruple-3

6. Metric Weights (Give number of each):

50grams 4 20grams 4 10grams 7 5grams 3
 2grams 5 1grams 3 500milligrams 3 200milligrams 6
 100milligrams 5 50milligrams 3 20milligrams 6
 10milligrams 3

Other Standard Metric Weights:

300g-1; 200g-1; 100g-1; 30g-1

7. Troy Weights (Give number of each):

1lb. 0 5oz. 0 2oz. 0 1oz. 0
 10dwt. 0 5dwt. 0 2dwt. 0 1dwt. 0

Other Standard Troy Weights:

0

8. Cylindrical Glass Graduates (Give number of each):

(Calibrated to deliver)

Customary Units

Metric Units

32liq.oz., by 1/2oz. <u>1</u>	1,000ml. by 10ml. _____
16liq.oz., by 1/4oz. <u>1</u>	500ml. by 5ml. _____
8liq.oz., by 1/8oz. <u>1</u>	250ml. by 2ml. _____
4liq.oz., by 1/16oz. <u>1</u>	100ml. by 1ml. _____
2liq.oz., by 1/16oz. <u>1</u>	50ml. by 0.5ml. _____
1liq.oz., by 1/4oz. <u>1</u>	25ml. by 0.2ml. _____
	10ml. by 0.1ml. _____

SEALER'S WORK EQUIPMENT

1. Location of working equipment 200 MAIN STREET, HYANNIS, MA 02601 & 367 SOUTH STREET, HYANNIS, MA 02601
2. Test Balance 200 MAIN STREET, HYANNIS, MA 02601
3. Test Balance for Apothecary Weights 200 MAIN STREET, HYANNIS, MA 02601

WEIGHTS

Avoirdupois Weights	Number of Each	Last Date of Cert.	Decimal Weights	Number of Each	Last Date of Cert.
50 lb.	17	9/13 & 1/14	• 2 lb.	9	1/17 & 2/14
25 lb.	44	2/14 & 2/18	• 1 lb.	5	1/17 & 2/14
20 lb.			• 05 lb.	5	1/17 & 2/14
10 lb.	2	1/17	• 02 lb.	9	1/17 & 2/14
5 lb.	15	1/17	• 01 lb.	5	1/17 & 2/14
4 lb.			• 005 lb.	5	1/17 & 2/14
2 lb.	14	1/17	• 002 lb.	9	1/17 & 2/14
1 lb.	17	1/17	• 001 lb.	6	1/17 & 2/14
8 oz.	5	12/13 & 2/14			
4 oz.	1	12/13 & 2/14	Apothecary Weights	Number of Each	Last Date of cert.
2 oz.	3	12/13 & 2/14	2 drams	3	2/2018
1 oz.		12/13 & 2/14	1 dram	3	2/2018
v2 oz.		12/13 & 2/14	1/2 dram	3	2/2018
V4 oz.	1	12/13 & 2/14	2 scruples	3	2/2018
1/8 oz.	1	12/13 & 2/14	1 scruple	3	2/2018
1/16 oz.	2	12/13 & 2/14	10 grains		
1/32 oz	1	12/13 & 2/14	5 grains	3	2/2018
			2 grains	3	2/2018
Metric Weights	Number of Each	Last Date of Cert.	1 grain	3	2/2018
50 grams	5	2/2018 & 6/2018	0.5 grain	3	2/2018
20 grams	4	2/2018	0.2 grain		
10 grams	8	2/2018 & 6/2018	0.1 grain		
5 grams	3	2/2018	Other Working Apothecary Weights	1/2 scruple-3	2/2018
2 grams	4	2/2018			
1 gram	3	2/2018	Troy Weights	Number of Each	Last Date of Cert.
500 milligrams	3	2/2018	1 lb.		
200 milligrams	6	2/2018	5 oz.		
100 milligrams	3	2/2018	2 oz.		
50 milligrams	2	2/2018	1 oz.		
20 milligrams	6	2/2018	10 dwt.		
10 milligrams	3	2/2018	5 dwt.		
Other Working Metric Weights	1 kg	2/14 & 6/2018	2 dwt.		
	300g-1	1/2017	1 dwt.		
	200g-3	1/17 & 6/2018	Other Working Troy Weights	500g-1	6/2018
	100g-2	1/17 & 6/2018	Other Decimal Weights	.03 lb.-1	2/2018
	30g-1	1/17	Other Apothecary Weights	3 grains & 4 grains-3	2/2018

LIQUID MEASURES

Capacity Measures	Number of Each	Last Date of Certification	Test Measures for Gasoline Pumps	Number of Each	Last Date of Certification
5 gals.			5 gals.	6	1/17 & 8/17
1 gal.			4 gals.		
1/2 gal.			3 gals.		
1 qt.			2 gals.	3	7/2018
1 Pt.			1 gal.		
1/2 pt.			10 GALS.	3	7/2018
1 gill			Test Measures for Fuel Off Meters	Number of Each	Last Date of Certification
1/2bu.			200 gals	1	7/2018
1/4bu.			100 gals.	1	7/2018
1/8 bu.			50gals.		
1/16 bu.			25 gals.	1	7/2018
1/32 bu.			10 gals	1	7/2018
Standard Measuring Flask US Customary Units	Number of Each	Last Date of Certification	Standard Measuring Flask Metric Units	Number of Each	Last Date of Certification
16 liq.oz.	1	-----	500 ml.		
8 liq.oz.	1	-----	250 ml.		
4 liq.oz.	1	-----	100 ml.		
2 liq.oz.	1	-----	50 ml.		
1 liq.oz.	1	-----	25 ml.		
4 liq. Drams graduated in minims					
10 ml. Graduated in 1-10 ml.					

TOOLS, RECORD BOOKS, ETC

Items	Number / Cal Date	Items	Number / Cal Date
Inside Caliper	0	Annual Seals RED	5200
Steel Rule	3	Annual Seals GREEN	5400
Yard Measure	1	Not Sealed Labels	80
Steel Tape	3	Condemning Tags	283
Steel Dies	1	Hopper Funnel	4
Lead or Wire Press	5	Level	4
Lead or Wire Seals	1000	Receipt Books	4
Fiber/Aluminum Seals	115	Inspection Pads	Invoice database system
Sealing Clamp	2	Reweighting Books	Winwam software
PLASTIC SEALS	3925 Green, Red and Blue	Handbooks 44, 130, 133	YES all current
PRESSURE SEALS	156	Mass.Gen.Laws and CM Reg's pertaining to Weights and Measures	YES

DEVICES TESTED DURING THIS PERIOD

Harwich 1/1/2018 to 12/31/2018

		Adjusted	Sealed	Not Sealed	Condemned	Sealing Fee Charged Per Device
SCALES	Cap. Over 10,000 lbs.	0	1	0	1	\$275 / \$250
	5,000 - 10,000 lbs.	0	0	0	0	\$145 / \$120
	100 - 5,000 lbs.	1	10	1	0	\$90 / \$80
	Under 100 lbs.	7	100	11	4	\$60 / \$55
	Balances	0	0	0	0	\$60 / \$55
	Under 10 lbs	4	7	3	0	\$60 / \$55
WEIGHTS	Avoirdupois	0	3	0	0	\$10 / \$8
	Metric	0	0	0	0	\$10 / \$8
	Troy	0	0	0	0	\$10 / \$8
	Apothecary	0	10	0	0	\$10 / \$8
VOLUMETIC MEASURES	Vehicle Tank Compartments					
	Liquid Measures 1 gal. or under					
	Liquid Measures 1 gal. or over					
	Dry Measures					
AUTOMATIC LIQUID MEASURING DEVICES	Meters, Inlet 1" or less	0	0	0	0	\$60 / \$55
	Gasoline	1	113	0	0	\$60 / \$55
	Oil, Grease	0	0	0	0	
	Meters, Inlet more than 1"	0	0	0	0	
	Vehicle Tank Meters	0	10	8	0	\$120 / \$110
	Bulk Storage	0	0	0	0	\$185 / \$160
	Meters	0	0	0	0	
	Oil, Grease	0	0	0	0	\$60 / \$55
OTHER AUTOMATIC MEASURING DEVICES	Taximeters	0	2	0	0	\$60 / \$55
	Leather Measuring Devices	0	0	0	0	
	Cloth Measuring Devices	0	0	0	0	\$25 / \$20
	Wire - Cordage Measuring Devices	0	4	0	0	\$35 / \$30
	Reverse Vending Machines	0	14	0	0	\$35 / \$30 - \$20 / \$15
LINEAR MEASURES	Yardsticks					\$25 / \$20
	Tapes					\$25 / \$20
MISC.						
SCANNING SYSTEMS	Number Scanning Systems 98% or above	0	7	0	0	1 to 3 - \$95
	Number Scanning Systems below 98%	0	0	0	0	4 to 11 - \$180
						12+ - \$300
TOTALS	HARWICH 2018	13	281	23	5	

Complaints-2

DETAILED REPORT OF COURT CASES

	Name of Defendant	Nature of Offense (state commodity involved)	Date mm/dd/yy	Finding	Amount of Fine	Final Disposition
1	None for 2018**					
2						
3						
4						
5						
6						
7						
8						
9						
10						

DETAILED REPORT OF CIVIL CITATIONS

	Name of Defendant	Nature of Offense (state commodity involved)	Civil Citation Number	Date mm/dd/yy	Amount of Fine	Final Disposition or Appealed
1	**SEE ATTACHED REPORT**	Violations for Harwich 2018	1/1/2018-	12/31/2018		
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

List all Court Cases and Civil Citations issued during this reporting period. If you have issued more Civil Citations than the space allows please submit a summary on a separate sheet.

**Weights and Measures
Item Pricing Summary**

All Report Groups, for Harwich, All Business Types, All Inspectors

From 1/1/2018 to 12/31/2018

Sort by Business then Inspection Date, Totals by Town then Business Type

Town Report Group							
Harwich	Items Checked	Number Violations	Over Charges	Savings to Customer	Warnings	Fines	Balance
Auto Gas/Convenience	450	1	1	\$2.07		\$100.00	\$0.00
Convenience store	600	5	4	\$16.04		\$900.00	\$0.00
Deli	50	0	0				
Pharmacy	500	45	19	\$54.96		\$4,500.00	\$0.00
Supermarket	1200	11	7	\$52.56		\$2,700.00	\$0.00
Totals for Harwich	2800	62	31	\$125.63		\$8,200.00	\$0.00

**Weights and Measures
Price Verification Summary**
All Businesses, All Business Types, Town of Harwich, All Inspectors
 From 1/1/2018 to 12/31/2018
 Sort by Business then Inspection Date, Totals by Town then Business Type

	Store	Scanner	Not	Sample	Number	%	Over	Customer	Warn	Fine			
Harwich	Count	Count	Sealed	Sealed	Fee	Count	Errors	Passed	Charges	Savings	Count	Count	Fines
Auto Gas/Convenience	1	1	1	0	\$95	50	0	100%	0				\$0
Convenience store	1	2	2	0	\$95	50	0	100%	0				\$0
Hardware	2	8	8	0	\$360	100	0	100%	0				\$0
Liquor	1	2	2	0	\$95	50	0	100%	0				\$0
Other business type	1	2	2	0	\$95	50	0	100%	0				\$0
Pharmacy	1	7	7	0	\$180	100	0	100%	0				\$0
Harwich totals	7	22	22	0	\$920	400	0	100%	0				\$0

Chapter 295 of the Acts of 1998 Consumer and Merchant Savings Impact Report

Categories	Amount Saved Consumers	Amount Saved Merchants
Gasoline Meters	\$0.00	\$7,864.88
Vehicle Tank Meters (Heating 011)	\$0.00	\$0.00
Others Devices	\$0.00	\$0.00
Reweighting of Commodities Totals	\$803.00	\$20,493.80
Item Pricing Scanning Errors	\$45,854.95	\$0.00
Other Savings	\$0.00	\$0.00
Totals	\$46,657.95	\$28,358.68

Any savings being reported must be documented. All Inspection reports on which these savings are based must be maintained for three years and be made available for auditing purposes, upon request.

SUMMARY OF INSPECTIONS

1. Do you keep a permanent record on file of all individual inspections and reweighing YES

Inspections and Tests; state number of each

2. Peddler's Licenses Licensing

3. Transient Vendors Licensing

4. Fuel Oil Delivery Certificates 0

5. Marking of-
Bread 0
Food Packages 417
Coal, -Coke and Charcoal in paper bags 0

6. Clinical Thermometers 0

7. Scales 118

8. Other Inspections 163

9. Measure Containers 0

10. Retest of gasoline devices after sealing 1

I 1. Number of retail outlets required to:
Have scanning system tested 17 Total:%done each year
Post Unit Pricing 2
Post Consumer Notice 17

12. Number of Scanning Inspections 7

13. Number of Unit Pricing Inspections 186

14. Number of Unit Pricing prosecutions and hearings 0

15. Miscellaneous Inspections and Tests 2-Complaints Investigated

16. Reweighing and re-measurements made for municipality
(specify commodity and quantity)

See page 8

To the Director of Standards,

The foregoing comprises my annual report for the period ending December 31, 2018
and is herewith submitted as required by law.

Signed

John M. Full 2/7/2019

Sealer of Weights and Measures Date



Citizen Request Management - Internal Use

Request ID:	59891	Created:	1/18/2019 12:14:30 PM
Status:	Closed	Assigned To:	Cohen, Richard ConsumerAffairsDept
Anonymous:	No	Category:	Weights Measures
Routine work:	Yes	Estimate:	No
E.C. Date:	2/4/2019		
Created By:	Hadfield, Golda ConsumerAffairsDept	Citations:	
Time Worked:	2.50	Response Time:	1.00

▼ Requestor Details:	Stephen Strickler Click Road List Click Road List Ma 508-241-4129
▼ Email:	sstrickler59@yahoo.com
Request Location:	Meservey's 137 Shell 110 Massachusetts 137 Harwich, Ma 02645
Parcel Number:	<input type="text"/> Map: <input type="text"/> Block: <input type="text"/> Lot: <input type="text"/>
Request:	
<p>Mr. Stephen Strickler went to the Shell gas station on Rte. 137 in East Harwich to buy regular gas (pump #2) for his 1 1/4 gallon gas can today. He filled the gas can maybe up to 3/4 full. He looked at his receipt and he was charged 1.456 gallons at 2.599/ gallon for \$3.78. He did not talk to anyone at this gas station.</p>	

▼ Request Work History:
<p>Entered on 1/25/2019 9:14:26 AM by Cohen, Richard</p> <p>Inspector R.Cohen called and left a message for Mr. Strickler that I would be investigating his complaint on the next day available . I went to the station spoke to the manager Garrett Meservey on 1-23 and proceeded to test both the regular and premium on pump #2. The results were plus 1 cu. inch for regular and plus 2 cu. in. for premium in my 5 gallon test measures. As this is well within the required minimum of +/- 6 cubic inches it is completely accurate. There is several reasons that Mr. Strickler was able to fit 1.456 gallons in the gas container, there is a fill line on the container which allows for about 20% space in the container. It is stated as an estimated capacity only. The wear of the container and age can effect capacity. The weather in extreme cold conditions where the fuel does not expand, but the container would also be smaller. The pump is operating completely accurately and there is no other findings at this time.</p>
▼ Internal Note History:



Citizen Request Management

Request ID:	59905	Created:	2/1/2019 2:26:09 PM
Status:	Closed	Assigned To:	Cohen, Richard ConsumerAffairsDept
Anonymous:	No	Category:	Enforcement
Routine work:	Yes	Estimate:	No
E.C. Date:	2/15/2019		
Created By:	Zulkiewicz, Jane ConsumerAffairsDept	Citations:	
Time Worked:	3.50	Response Time:	1.00

Request Location: Stonewood Products 516 Depot Street Harwich, Ma 02645	
Parcel Number:	Map: Block: Lot:
Request: Kyle is in the landscape industry; is concerned with the way Stonewood Products is selling Thin Veneer stone. It is a layer measurement by the square foot. He has done some jobs and buys a significant order; he is thinking he is getting the square footage he needs and he comes up predominantly short. How can he assure he is getting 90 sq ft as declared. what are the guidelines on selling stone by the pallet and sq ft? It seems the stone has a lot of air space and is not packed tightly. Some yard had the stone tightly packed and wrapped in wire and taped. Please call Kyle for more information.	

Request Work History:
Entered on 2/6/2019 8:56:19 AM R.Cohen phoned Kyle on 2/01 to get more information
Entered on 2/14/2019 10:36:52 AM Inspector R. Cohen spoke to Kyle Holt about the issue and got clarification of the issues he was having with the product shortages. Some have more space between the pieces of veneer , but does sell at a lower cost. Some pallets are sold at 9 square layers and range \$10-\$20 per square foot with an entire pallet being \$108 sq. ft. R.Cohen went to Stonewood Products on 2/6/19 where it is being purchased. Management showed the inspector several different types of the product. How it was packed and sold by square footage. Pictures were taken and attached to this complaint. Measurements taken of some products in question were accurate in square footage at 9 square per layer and 12 layers accounting for the 108 sq. ft tag being sold by the pallet. The round stones seemed to have some extra on the top layer approximately 6-8 extra pieces. I asked the management if this was to make up for possible special differences between the stones and extra air space between layers. He said it comes in from the manufacturer packed that way covered with chicken wire and sold without taking apart. Unless someone needs to by a smaller amount and the individual layer is sold as 9 square of product for those pieces. There are separate pricing for linear pieces and corners also sold by linear foot. There does seem to be a difference in the way different manufacturers pack different product. I was told the companies selling larger

pieces can be packed more tightly and have less waste , due to the sizes and cut. There is a higher cost per square footage, but they acknowledge there would be less waste or shortage. It depends on the quality of the product, manufacturer and amount purchased. Management states they give contractor discounts and volume based discounts as well as appropriately price the different products. Management said they would resolve the issue with the manufacturer and buyers.



NAME OF FIRM Scribano's Italian Market & Deli		DATE 4/25/2019	G
ADDRESS 302 Route 28	CITY/TOWN/STATE Harwich Port, Harwich, MA 02646	TIME IN 11:15	TIME OUT 12:20
		R	X

Scales Handout

Serial Number	Manufacturer	Capacity	Min Grad	Use	Results
PK09403836	CAS	30 lb	0.01 lb	Deli	29.9716 @ 30lb SEALED
PK09403825	CAS	30 lb	0.01 lb	Deli	29.9716 @ 30lb SEALED

Annual Devices Inspection 2019

Model LP-1000 CO# 92-169
S/N PK09403836 Seal # 2832752
S/N PK09403825 Seal # 0624809

Seasonal Business Open Mid April to weekend after Columbus Day

Items Net Weight Package Checking all Passed.

Business Contact: Mark Ben, 774-722-5772

DEVICE	FEE	ADJ	SEALED	NOT SEALED	COND.	CHARGES
Taxi Meters	60/55					
Motor Fuel Meters	60/55					
Vehicle Tank Meters	120/110					
Vehicle Tank Gravity	185/160					
Scanners	95/180 300					
Pumps, each stop	15					
Bulk Meters	185/160					
Misc.						

DEVICE	FEE	ADJ	SEALED	NOT SEALED	COND.	CHARGES
Yardstick	25/20					
Tapes	25/20					
Fabric Meas.	25/20					
Wire Rope Cordage, Etc.	35/30					
Dry <BU Measure >BU	95/130					
Reverse Vending	35/30 20/15					#401
Counting Device	35					

DEVICE	FEE	ADJ	SEALED	NOT SEALED	COND.	CHARGES
Over 10,000 lbs.	275/250					
5,001 10,000 lbs.	145/120					
100 to 5,000 lbs.	90/80					
Under 100 lbs.	60/55		2			\$120.00
Under 10 lbs.	60/55					
Weights each	10/8					

Above fees are grouped on basis of first 3 devices & 4 or more per inspection except scanners.

Reinspection fee \$100 ea.
TOTAL FEE \$120.00

SIGNATURE OF PERSON IN CHARGE

PAYMENT RECEIVED BY:

M. DeFralo

Paid Ch. 401

B. Cohen

NO PERSON SHALL USE A MEASURING DEVICE WITHOUT FIRST HAVING IT TESTED AND SEALED.

Fees and adjusting charges authorized by Section 56, M.G.L.,



Town of Barnstable
Weights & Measures
200 Main Street
Hyannis, MA 02601
508-862-4671

Net Weight Compliance Inspection Report

Total Packages Checked 27

Seribano's Italian Market + Deli 5/24/19

Name of Business
302 ROUTE 28
Address

Date
Harwichport, Ma. 02646
City/Town

Time In
11:50

Time Out
12:10

COMMODITY

Product **Pecorino cheese**
Size
Price/lb **\$14.99 lb.**
MAV
TARE **.02 (without lid) .04 (with lid)**

	Label	Actual	P/F
1	.20	.24	P
2	.21	.25	
3	.20	.24	
4	.24	.28	
5	.20	.24	
6	.22	.26	✓
7			
8			
9			
10			
11			
12			

COMMODITY

Product **Parmigiano cheese**
Size
Price/lb **19.99 lb.**
MAV
TARE **.03 (without lid) .05 (with lid)**

	Label	Actual	P/F
1	.42	.47	P
2	.41	.46	
3	.42	.47	
4	.40	.45	
5	.42	.47	
6	.40	.45	✓
7			
8			
9			
10			
11			
12			

COMMODITY

Product **Ta leggio D.P.O**
Size
Price/lb **12.99 lb.**
MAV
TARE **.01**

	Label	Actual	P/F
1	.70	.71	P
2	.60	.61	
3	.52	.53	
4	1.03	1.04	
5	1.06	1.07	
6	1.01	1.02	
7	1.02	1.03	✓
8			
9			
10			
11			
12			

COMMODITY

Product **Fontina**
Size
Price/lb **10.99 lb.**
MAV
TARE **.01**

	Label	Actual	P/F
1	.98	.99	P
2	.92	.93	
3	1.07	1.08	
4	1.06	1.07	
5	1.23	1.24	
6	1.16	1.17	
7	.96	.97	
8	.91	.92	✓
9			
10			
11			
12			

Notes: **Net Weights Package Checking 27 Items Passed, Tares shown on Labels, Containers weighed without covers**

B. Cohen
Inspector

M. DePaolis
Person in Charge

Commodity Worksheet 2018

POSTED

Harwich 2019
27 items

Business Name/address : Scribanos Deli 302 Route 28 Harwich, Ma. 02646									
Inspector : R.Cohen					Date : 5/24/19				
Commodity	Total	Total	Total	Total	Take Lot Cost Error from WinWam	Multiply by 365	Saving to Customer (-)	Saving to Merchant (+)	
	Tested	Correct	Under	Over					
Pec Romano Cheese	6	6	0	0	\$0.00	365	\$0.00	\$0.00	
Parm Reggiano Cheese	6	6	0	0	\$0.00	365	\$0.00	\$0.00	
Taleggio D.O.D.	7	7	0	0	\$0.00	365	\$0.00	\$0.00	
Fontina	8	8	0	0	\$0.00	365	\$0.00	\$0.00	
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
						365			
Totals	27	27	0	0		365	\$0.00	\$0.00	

Town of Barnstable Weights & Measures

200 Main Street

Hyannis, MA 02601

508-862-4671

Package Checking Summary

Insp Date: 5/24/2019 Business ID: 904
 Business: SCRIBANO'S
 302 ROUTE 28
 HARWICH, MA 02646

Inspection: P5000022
 Store ID:
 Phone:
 Inspector: 5 Rick Cohen
 Reason: Routine

Commodity	Brand	Class	Type	Lot Size	Samp Size	Tare	\$/Unit	Avg E	Result
Pec Romano Cheese	Store	Cheese	Rnd	6	6	0.040	\$14.99/l	0.000	Pass
Parm Regiano Cheese	Store	Cheese	Rnd	6	6	0.050	\$19.99/l	0.000	Pass
Taleggio D.O.D.	Store	Cheese	Rnd	7	7	0.010	\$12.99/l	0.000	Pass
Fontina	Store	Cheese	Rnd	8	8	0.010	\$10.99/l	0.000	Pass

Notes:

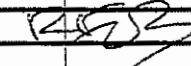
Inspector

Acknowledged Receipt :

Town of Barnstable
Weights and Measures
UPC Inspection Report

POSTED

Harwich 2019
382 items

Store Name	STOP & SHOP #475								
Address	111 RT. 137								
Town	HARWICH, MA								
Inspector	J. CABOT								MANAGER: 
Date	MAY 29, 2019								
Calculated Price should match the UPC Label Price									

Item Description	Container Size	UP Label Size	UP Label Price	UP Label per	Price per	Calculated Price	Count	Correct	Incorrect
SAVORY WILD	2 OZ	2	3.99	31.92	Lb	\$3.99	3	✓	
SUNSWRET	25 OZ	25	4.99	2.75	Lb	\$4.29	11	✓	
GREEN ORGANIC	3.5 OZ	3.5	1.79	8.18	Lb	\$1.79	26	✓	
GREEN ORG.	4 OZ	4	1.29	5.16	Lb	\$1.29	112	✓	
AVEENO BABY	5 OZ	5	6.99	22.37	Lb	\$6.99	6	✓	
SIMPLE GREEN	22 OZ	22	6.49	9.44	QT	\$6.49	22	✓	
GOLGATE	10 OZ	10	8.99	14.38	Lb	\$8.99	16	✓	
CREST 3D (2pk)	9.6 OZ	9.6	7.99	13.31	Lb	\$7.99	7	✓	
LOTRIMIN	1.1 OZ	1.1	12.99	188.95	Lb	\$12.99	12	✓	
RENU	12 OZ	12	8.99	11.98	PT	\$8.99	3	✓	
VISINE	1/2 OZ	0.5	5.29	169.28	PT	\$5.29	9	✓	
MIRALAX	17.9 OZ	17.9	24.49	21.29	Lb	\$24.49	4	✓	
HALLS	30 CT	30 CT	2.29	7.63	100	\$2.28	11	~	
NUTRAMENT	12 OZ	12	2.49	26.56	GAL.	\$2.49	9	✓	
VERMONT VILLAGE	8 OZ	8	4.99	79.84	GAL.	\$4.99	8	✓	
PREVAGEN	30 CT	30	39.99	133.30	100	\$39.99	3	✓	
JUST FOR MEN	3.4 OZ	3.4	9.99	94.02	QT	\$9.99	8	✓	
NEUTROGENA MEN	1.4 OZ	1.4	13.99	159.88	Lb	\$13.99	8	✓	
L'OREAL	6.8 OZ	6.8	4.69	22.07	QT	\$4.69	8	✓	
GOT 2b	12 OZ	12	5.99	7.98	Lb	\$5.99	8	✓	
SUAVE	12.6 OZ	12.6	3.99	5.06	PT	\$3.98	64	~	
HERBAL ESSENCES	10.1 OZ	10.1	3.99	6.32	PT	\$3.99	17	✓	
TRESEMME	10.5 OZ	10.5	5.69	8.67	Lb	\$5.69	8	✓	
Totals							382		

Inspection Fees

VS.

Town of Barnstable

Expenses

CONSUMER PROTECTION REVOLVING FUND

1103 CONSUMER PROT REVOLVING FUND	FY 2016 ACTUALS	FY 2017 ACTUALS	FY 2018 ACTUALS	FY 2019 ACTUALS	FY 2020 PROJECTION	FY 2021 PROJECTION	FY 2022 PROJECTION	FY 2023 PROJECTION
CHARGES FOR SERVICES								
REVOLVING FEES	236,026	223,858	248,696	234,930	252,000	252,000	252,000	252,000
TOTAL CHARGES FOR SERVICES	\$ 236,026	\$ 223,858	\$ 248,696	\$ 234,930	\$ 252,000	\$ 252,000	\$ 252,000	\$ 252,000
FEES								
PROPOSED FEES CONTRACT TOWNS	-	-	-	-	148,500	152,213	156,018	159,918
FILING FEES	2,207	4,578	-	-	-	-	-	-
INSPECTION	-	-	800	-	800	800	800	800
TOTAL FEES	\$ 2,207	\$ 4,578	\$ 800	\$ -	\$ 149,300	\$ 153,013	\$ 156,818	\$ 160,718
FINES & PENALTIES								
VIOLATIONS-CONSUMER PROTECTION	128,000	130,665	113,463	131,080	120,000	120,000	120,000	120,000
TOTAL FINES & PENALTIES	\$ 128,000	\$ 130,665	\$ 113,463	\$ 131,080	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
TOTAL REVENUE	366,233	359,101	362,959	366,010	521,300	525,013	528,818	532,718
PERSONNEL COSTS								
SALARY/WAGES-PERM.	317,984	333,305	341,523	351,341	360,885	371,677	382,827	394,349
SALARY/WAGES-OVERTIME	-	-	-	415	500	500	500	500
RETIREMENT	-	-	-	-	82,039	84,492	87,027	89,646
HEALTH INSURANCE	21,210	21,913	20,559	20,865	20,865	22,430	24,112	25,920
LIFE INSURANCE	43	44	55	58	60	60	60	60
MEDICARE	4,279	4,400	4,555	4,701	4,800	4,943	5,092	5,245
LONGEVITY	750	850	1,940	2,000	1,000	1,000	1,000	1,000
TOTAL PERSONNEL COSTS	\$ 344,266	\$ 360,513	\$ 368,632	\$ 379,380	\$ 470,149	\$ 485,102	\$ 500,618	\$ 516,721
OPERATING EXPENSES								
ADVERTISING	175	172	185	376	220	220	220	220
CELLULAR PHONE SERVICE	2,798	2,189	2,126	4,240	5,000	5,000	5,000	5,000
DIESEL FUEL	288	161	268	323	290	290	290	290
DUES & MEMBERSHIPS	925	835	475	1,250	1,250	1,250	1,250	1,250
GASOLINE	3,613	2,510	2,966	2,902	2,900	2,900	2,900	2,900

CONSUMER PROTECTION REVOLVING FUND

OFFICE SUPPLIES	3,878	2,938	9,385	2,825	3,100	3,100	3,100	3,100
PARTS/ACCESSORIES	44	104	20	-	100	100	100	100
POSTAGE/DELIVERY SERVICE	-	-	585	800	600	600	600	600
PRINTING	361	173	384	315	450	450	450	450
PROF SERV - OTHER	450	410	293	-	400	400	400	400
REPAIRS & MAINT - VEHICLES	1,456	2,523	3,039	2,351	2,500	2,500	2,500	2,500
SAFETY EQUIPMENT	122	-	97	97	100	100	100	100
TRAINING	8,740	7,391	6,464	7,697	7,150	7,150	7,150	7,150
UNIFORMS	725	750	919	1,048	1,000	1,000	1,000	1,000
DEPRECIATION	-	-	-	-	29,324	29,324	29,324	29,324
TOTAL OPERATING EXPENSES	\$ 23,585	\$ 20,157	\$ 27,209	\$ 24,223	\$ 54,384	\$ 54,384	\$ 54,384	\$ 54,384

TOTAL REVENUES	\$ 366,233	\$ 359,101	\$ 362,959	\$ 366,010	\$ 521,300	\$ 525,013	\$ 528,818	\$ 532,718
TOTAL EXPENSES	\$ 367,851	\$ 380,669	\$ 395,841	\$ 403,603	\$ 524,533	\$ 539,486	\$ 555,002	\$ 571,105
SURPLUS (DEFICIT)	\$ (1,618)	\$ (21,569)	\$ (32,882)	\$ (37,593)	\$ (3,233)	\$ (14,474)	\$ (26,184)	\$ (38,387)

FUND BALANCE								
BEGINNING FUND BALANCE	\$ 235,618	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,723	\$ 124,249	\$ 98,065
ENDING FUND BALANCE	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,723	\$ 124,249	\$ 98,065	\$ 59,678

CASH BALANCE								
BEGINNING CASH BALANCE	\$ 235,618	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,047	\$ 122,897	\$ 96,037
CURRENT YEAR SURPLUS (DEFICIT)	\$ (1,618)	\$ (21,569)	\$ (32,882)	\$ (37,593)	\$ (3,233)	\$ (14,474)	\$ (26,184)	\$ (38,387)
DEPRECIATION	\$ -	\$ -	\$ -	\$ -	\$ 29,324	\$ 29,324	\$ 29,324	\$ 29,324
VEHICLE REPLACEMENT	\$ -	\$ -	\$ -	\$ -	\$ (30,000)	\$ (30,000)	\$ (30,000)	\$ -
ENDING CASH BALANCE	\$ 234,000	\$ 212,431	\$ 179,549	\$ 141,956	\$ 138,047	\$ 122,897	\$ 96,037	\$ 86,975

VEHICLE COST	LOW	HIGH	AVERAGE	YEARS	AMORTIZATION			
FORD RANGER 2008 M77459	\$ 28,038	\$ 32,520	\$ 30,279	10	3,028	3,028	3,028	3,028
FORD RANGER 2008 M77458	\$ 28,038	\$ 32,520	\$ 30,279	10	3,028	3,028	3,028	3,028
FORD RANGER 2009 M88217	\$ 28,038	\$ 32,520	\$ 30,279	10	3,028	3,028	3,028	3,028
CHEVY 3500 2002 M37830	\$ 145,000	\$ 200,000	\$ 172,500	10	17,250	17,250	17,250	17,250
CAR INSURANCE	-	-	-	-	2,991	2,991	2,991	2,991
VEHICLE DEPRECIATION					\$ 29,324	\$ 29,324	\$ 29,324	\$ 29,324

CONSUMER PROTECTION REVOLVING FUND

TOTAL REVOLVING FUND COSTS		FY 2020	FY 2021	FY 2022	FY 2023
TOWN	# DEVICES	PROJECTION	PROJECTION	PROJECTION	PROJECTION
BREWSTER	63	\$ 9,000.00	\$ 9,225.00	\$ 9,455.63	\$ 9,692.02
BOURNE	477	\$ 15,000.00	\$ 15,375.00	\$ 15,759.38	\$ 16,153.36
CHATHAM	178	\$ 10,500.00	\$ 10,762.50	\$ 11,031.56	\$ 11,307.35
DENNIS	400	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02
FALMOUTH	37	\$ 9,000.00	\$ 9,225.00	\$ 9,455.63	\$ 9,692.02
HARWICH	253	\$ 12,000.00	\$ 12,300.00	\$ 12,607.50	\$ 12,922.69
MASPHEE	273	\$ 12,000.00	\$ 12,300.00	\$ 12,607.50	\$ 12,922.69
ORLEANS	308	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02
SANDWICH	325	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02
YARMOUTH	438	\$ 15,000.00	\$ 15,375.00	\$ 15,759.38	\$ 16,153.36
BARNSTABLE	1,147	\$ 25,500.00	\$ 26,137.50	\$ 26,790.94	\$ 27,460.71
TOTAL DEVICES	3,899	\$ 148,500	\$ 152,213	\$ 156,018	\$ 159,918

INCREMENTS	DEVICE RANGE		BASE	3x	2.50%				
100	-	100	\$ 3,000.00	\$ 9,000.00	\$ 9,225.00	\$ 9,455.63	\$ 9,692.02	\$ 9,934.32	
200	101	200	\$ 3,500.00	\$ 10,500.00	\$ 10,762.50	\$ 11,031.56	\$ 11,307.35	\$ 11,590.04	
300	201	300	\$ 4,000.00	\$ 12,000.00	\$ 12,300.00	\$ 12,607.50	\$ 12,922.69	\$ 13,245.75	
400	301	400	\$ 4,500.00	\$ 13,500.00	\$ 13,837.50	\$ 14,183.44	\$ 14,538.02	\$ 14,901.47	
500	401	500	\$ 5,000.00	\$ 15,000.00	\$ 15,375.00	\$ 15,759.38	\$ 16,153.36	\$ 16,557.19	
600	501	600	\$ 5,500.00	\$ 16,500.00	\$ 16,912.50	\$ 17,335.31	\$ 17,768.70	\$ 18,212.91	
700	601	700	\$ 6,000.00	\$ 18,000.00	\$ 18,450.00	\$ 18,911.25	\$ 19,384.03	\$ 19,868.63	
800	701	800	\$ 6,500.00	\$ 19,500.00	\$ 19,987.50	\$ 20,487.19	\$ 20,999.37	\$ 21,524.35	
900	801	900	\$ 7,000.00	\$ 21,000.00	\$ 21,525.00	\$ 22,063.13	\$ 22,614.70	\$ 23,180.07	
1,000	901	1,000	\$ 7,500.00	\$ 22,500.00	\$ 23,062.50	\$ 23,639.06	\$ 24,230.04	\$ 24,835.79	
1,100	1,001	1,100	\$ 8,000.00	\$ 24,000.00	\$ 24,600.00	\$ 25,215.00	\$ 25,845.38	\$ 26,491.51	
1,200	1,101	1,200	\$ 8,500.00	\$ 25,500.00	\$ 26,137.50	\$ 26,790.94	\$ 27,460.71	\$ 28,147.23	
1,300	1,201	1,300	\$ 9,000.00	\$ 27,000.00	\$ 27,675.00	\$ 28,366.88	\$ 29,076.05	\$ 29,802.95	
		TOTALS	\$ 78,000.00	\$ 234,000.00	\$ 239,850.00	\$ 245,846.25	\$ 251,992.41	\$ 258,292.22	

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: Norman Clarke, Jr. – Chief, Fire Department
Carol Coppola, Finance Director

RE: Agenda IX Contracts Item B Change Order #8 for Fire Station #2

DATE: November 18, 2019

I have reviewed the request and it appears to be in good order and does not exceed the appropriated amount.

The Finance Director has reviewed the change order and confirmed the availability of funds for this expenditure.

Recommendation: I recommend that the Board of Selectmen approve this procurement as outlined and authorize the Chairman to sign.

“Change Order for Fire Station #2 in the amount of \$18,040.66 – Approve and authorize the Chair to sign.”



Document G701™ - 2017

Change Order

PROJECT: (Name and address)Harwich Fire Station #2_17032.00
Harwich, MA 02645**CONTRACT INFORMATION:**Contract For: General Construction
Date: 06/01/2018**CHANGE ORDER INFORMATION:**Change Order Number: 008
Date: October 22, 2019**OWNER: (Name and address)**Harwich Fire Department
Harwich, MA 02645**ARCHITECT: (Name and address)**Kaestle Boos Associates, Inc.
Foxborough, MA 02035**CONTRACTOR: (Name and address)**Mill City Construction
Lincoln, RI 02865**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COP	Description	Amount
COP#060	Add Stubs for Town Sewer Project	\$18,040.22
COP#Fix	Tile @ Vestibule to replace Foot Grille	\$0.44

TOTAL	\$18,040.66
--------------	--------------------

The original Contract Sum was	\$	5,640,812.00
The net change by previously authorized Change Orders	\$	191,377.96
The Contract Sum prior to this Change Order was	\$	5,832,189.96
The Contract Sum will be increased by this Change Order in the amount of	\$	18,040.66
The new Contract Sum including this Change Order will be	\$	5,850,230.62

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kaestle Boos Associates, Inc.

ARCHITECT (Firm name)**SIGNATURE**Todd M. Costa, AIA Associate Principal,
Associate Principal**PRINTED NAME AND TITLE**

10/22/19

DATE

Mill City Construction

CONTRACTOR (Firm name)**SIGNATURE**Stephen Traghella, LEED AP Project
Manager**PRINTED NAME AND TITLE****DATE**

6/23/19

Harwich Fire Department

OWNER (Firm name)**SIGNATURE**

Chief Norman M. Clarke, Jr.

PRINTED NAME AND TITLE**DATE**

Carol Coppola, Finance Director
Certificate that funds are
available for payments in the
amount of \$18,040.66
Carol Coppola 11/14/19

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Rd.
Lincoln, RI 02865
Attn: Avanthi Kusumba

RCOP NO. 060

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

- KBA – CT/MA/NH
- Owner
- Official
- Consultant
- Consultant

DATE: July 9, 2018
9/25/19

-
- Change Order Proposal has been reviewed by the Architect and is recommended to the Owner for approval.**
 - Change Order Proposal is rejected.**
 - Owner will not require the Contractor to proceed with the Work described in Change Order Proposal*
 - Work described in Change Order Proposal is required by the Contract Documents.* *Refer to comments below.*
 - Revise and resubmit Change Order Proposal.**
 - Overhead/Profit is incorrect.* *Labor and material costs breakdown is insufficient.*
 - Backup documentation is insufficient.* *Refer to comments below.*

Description:

KBA has reviewed COP#060 and finds it to be fair and reasonable.
KBA recommends COP#060 in the amount of \$18,040.22 for approval to the Owner.

Attachments: COP No.



APPROVED AS NOTED
KAESTLE BOOS
pgaudreau 2:16:24 PM 09/25/2019

9/20/2019

Todd Costa
Kaestle Boos Associates, Inc.
325 Foxborough Blvd. Ste. 100
Foxborough, MA 02035

KBA has reviewed COP#060 and finds it to be fair and reasonable. KBA recommends COP#060 in the amount of \$18,040.22 for approval to the Owner.

**Re: Harwich Fire Station #2 - Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #60 - Sewer Line Stubs**

Todd,

Attached is a breakdown of costs to furnish & install new 6" gravity sewer and stub prior to sidewalk on route 39. Core a new outlet in the existing sewer manhole and remove and dispose of the fiberglass tank per PR-031 received via submittal exchange on 8/29/19.

Items included in this COR are as follows:

- Please see the attached proposal from Robert B. Our,
- Supervision of subcontractors noted above.

Please be advised that this COR will add 3 working days to the contract time schedule plus any lead time for the added materials. Please sign and return at your earliest convenience.

The total cost of this change is **\$18,040.22**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #60													
Breakdown of costs for the Sewer Line Stubs													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -			\$ -		0	\$ 89.34	\$ -			\$ -	\$ -
2	Superintendent	\$ -			\$ -		16	\$ 89.34	\$ 1,429.44			\$ -	\$ 1,429.44
3	Robert B. Gur	\$ 15,492.52			\$ -				\$ -			\$ -	\$ 15,492.52
4		\$ -			\$ -				\$ -			\$ -	\$ -
5		\$ -			\$ -				\$ -			\$ -	\$ -
6		\$ -			\$ -				\$ -			\$ -	\$ -
7		\$ -			\$ -				\$ -			\$ -	\$ -
8		\$ -			\$ -				\$ -			\$ -	\$ -
9		\$ -			\$ -				\$ -			\$ -	\$ -
10		\$ -			\$ -				\$ -			\$ -	\$ -
11		\$ -			\$ -				\$ -			\$ -	\$ -
12		\$ -			\$ -				\$ -			\$ -	\$ -
13		\$ -			\$ -				\$ -			\$ -	\$ -
14		\$ -			\$ -				\$ -			\$ -	\$ -
15		\$ -			\$ -				\$ -			\$ -	\$ -
16		\$ -			\$ -				\$ -			\$ -	\$ -
17		\$ -			\$ -				\$ -			\$ -	\$ -
18		\$ -			\$ -				\$ -			\$ -	\$ -
19		\$ -			\$ -				\$ -			\$ -	\$ -
20		\$ -			\$ -				\$ -			\$ -	\$ -
21		\$ -			\$ -				\$ -			\$ -	\$ -
22		\$ -			\$ -				\$ -			\$ -	\$ -
23		\$ -			\$ -				\$ -			\$ -	\$ -
24		\$ -			\$ -				\$ -			\$ -	\$ -
25		\$ -			\$ -				\$ -			\$ -	\$ -
26		\$ -			\$ -				\$ -			\$ -	\$ -
27		\$ -			\$ -				\$ -			\$ -	\$ -
28		\$ -			\$ -				\$ -			\$ -	\$ -
29		\$ -			\$ -				\$ -			\$ -	\$ -
30		\$ -			\$ -				\$ -			\$ -	\$ -
	SUB TOTALS	\$ 15,492.52			\$ -				\$ 1,429.44			\$ -	\$ 16,921.96
	5% Profit on Sub.												\$ 774.63
	10% O&P on G.C.												\$ 142.94
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 200.69
	TOTALS											Grand Total	\$ 18,040.22



Built on trust

Robert B Our Co., Inc.

Great Western Rd, Harwich, MA

Project: Harwich Fire Station 2

9.19.2019

pco 07; PR 031 Add Sewer Line Stub at Route 39

new 6" gravity sewer and stub prior to sidewalk on Rt 39
 core new outlet in existng SMH
 R&D existing fiberglass tank

Labor	Rate	Hours	Extended Total
Operator	\$ 92.39	20.0	\$ 1,847.80
Foreman	\$ 90.37	20.0	\$ 1,807.40
Laborer, 2	\$ 72.39	40.0	\$ 2,895.60
driver	\$ 69.70	20.0	\$ 1,394.00
Subtotal Labor			\$ 7,944.80

Equipment	Rate	Quantity	Extended Total
excavator, cat 315D	\$ 104.66	20.0	\$ 2,093.20
diesel plate compactor	\$ 21.79	6.0	\$ 130.74
triaxle	\$ 79.60	20.0	\$ 1,592.00
service truck/ foremans truck	\$ 26.00	20.0	\$ 520.00
trench box	\$ 26.37	6.0	\$ 158.22
6" core drill	\$ 36.59	2.0	\$ 73.18
lowbed moves	\$ 175.00	3.0	\$ 525.00
Subtotal Equipment			\$ 5,092.34

Materials	Rate	Quantity	Extended total
6" sch 40 pvc, pipe	\$ 3.60	150	\$ 540.00
6" sch 40 pvc, wye	\$ 50.22	1	\$ 50.22
6" sch 40 pvc, 45 bend	\$ 28.56	2	\$ 57.12
6" sch 40 pvc, adaptor, slip x female thread	\$ 16.50	1	\$ 16.50
6" sch 40 pvc, threaded end cap, male	\$ 8.25	1	\$ 8.25
6" sch 40 pvc, end cap	\$ 26.00	1	\$ 26.00
6" rubber boot at SMH	\$ 175.00	1	\$ 175.00
Subtotal Materials			\$ 873.09

subcontractors	Rate	Quantity	Extended total
	\$ -	0.0	\$ -
	\$ -	0.0	\$ -
	\$ -	0.0	\$ -
Subcontractor Total			\$0.00

Subtotal Labor, Equipment, Materials & Subcontractors \$ **13,910.23**

Bond 1.25% (NA) \$ **173.88**

Overhead at 10% \$ **1,408.41**

profit @ 0% \$ **-**

Total **\$15,492.52**

Engineer/owner Approval: _____

PR - PROPOSAL REQUEST

HARWICH FIRE STATION #2
149 Route #137 - Harwich, MA 02645

KBA # 17032.00
Page: 1 of 1

CONTRACTOR: Mill City Construction
7 Old Great Road
Lincoln, RI 02865
Attn: Avanthi Kusumba
Stephen Traghella

PR NO. (031)-(01)

ISSUED BY: Pete Gaudreau, Assoc. AIA
Construction Administrator

COPIES TO:
 KBA - MA
 Owner
 Official
 Consultant

DATE: July 22, 2019

Please submit an itemized quotation for changes in the Contract Sum and/or Contract Time for proposed modifications to the Contract Documents described herein. Notify the Architect in writing of the date on which you anticipate submitting your proposal.

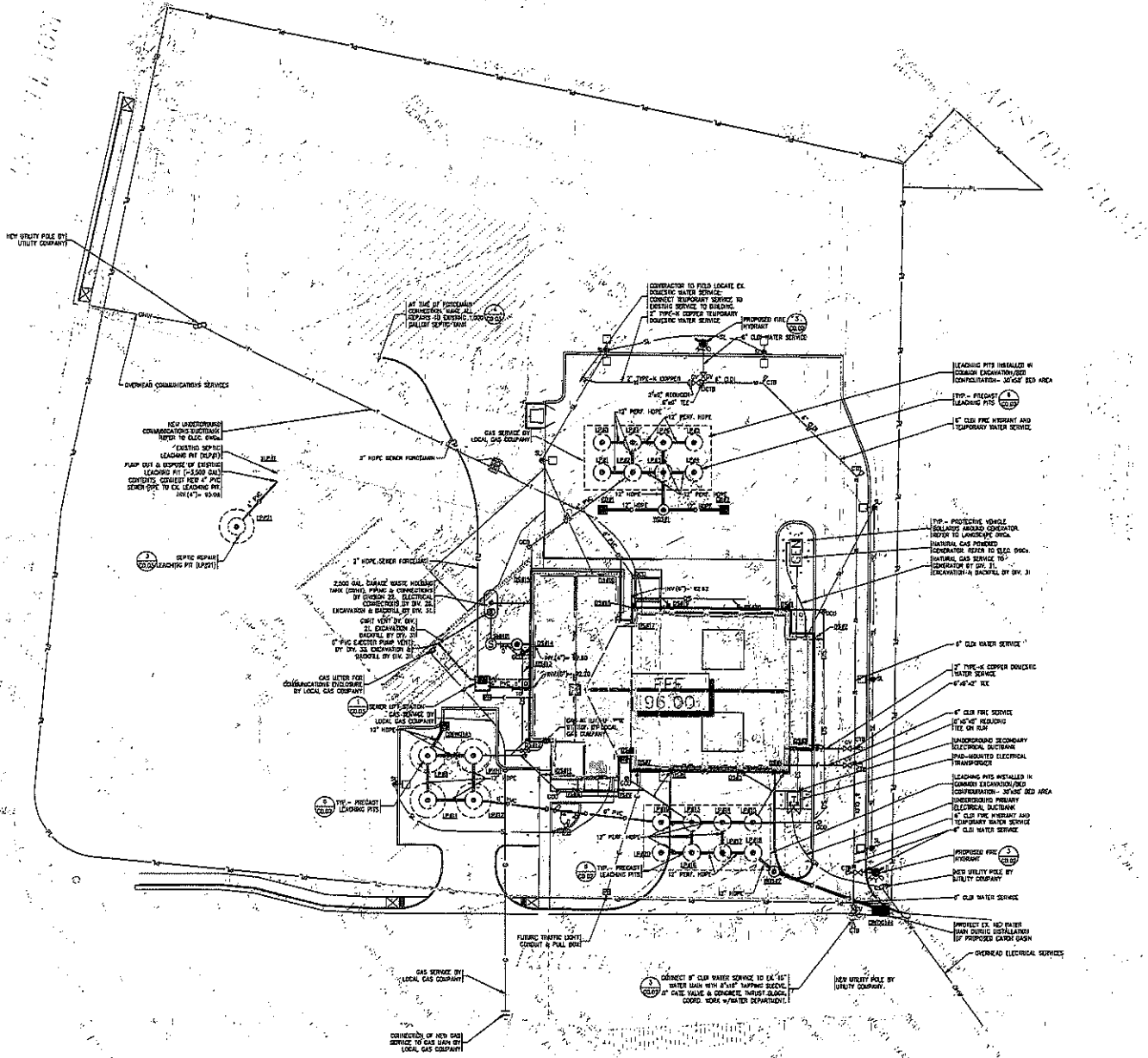
THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description: - PR 031 01 Add Sewer Line Stubs at Route #137 & Route #39 -

Provide an itemized material and labor breakdown for the following scope of work:

Add Sewer Line Stubs at Route #137 & Route #39

Attachments: .Sketches -



PL

KAESTLE BOOS
associates, inc

418 New Road P.O. Box 2200 New Canaan, CT 06856-2200
Phone: 978-259-1111 Fax: 978-259-1101
329 Federal Street, Suite 103, Falmouth, ME 04931
Phone: 603-885-8722 Fax: 603-885-8727

Email: kaestleboos@earthlink.net © 1992 - 2004 kaestleboos.com



GARCIA GALUSKA DESOUSA
CONSULTING ENGINEERS
100 New Center Road, Suite 100
Falmouth, ME 04931

ISSUE DATE	
DATE	DESCRIPTION

MARCH 10, 2018	ISSUE FOR BIDDING AND CONSTRUCTION
----------------	------------------------------------

REVISIONS	
DATE	DESCRIPTION

FOR ALL ABBREVIATIONS, SYMBOL LEGENDS, AND GENERAL NOTES SEE SHEET R0.01



KEY PLAN

SCALE AS NOTED PROJECT TRUE



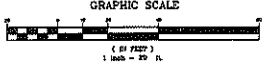
HARWICH FIRE STATION #2

149 ROUTE 127
HARWICH, MA 02645

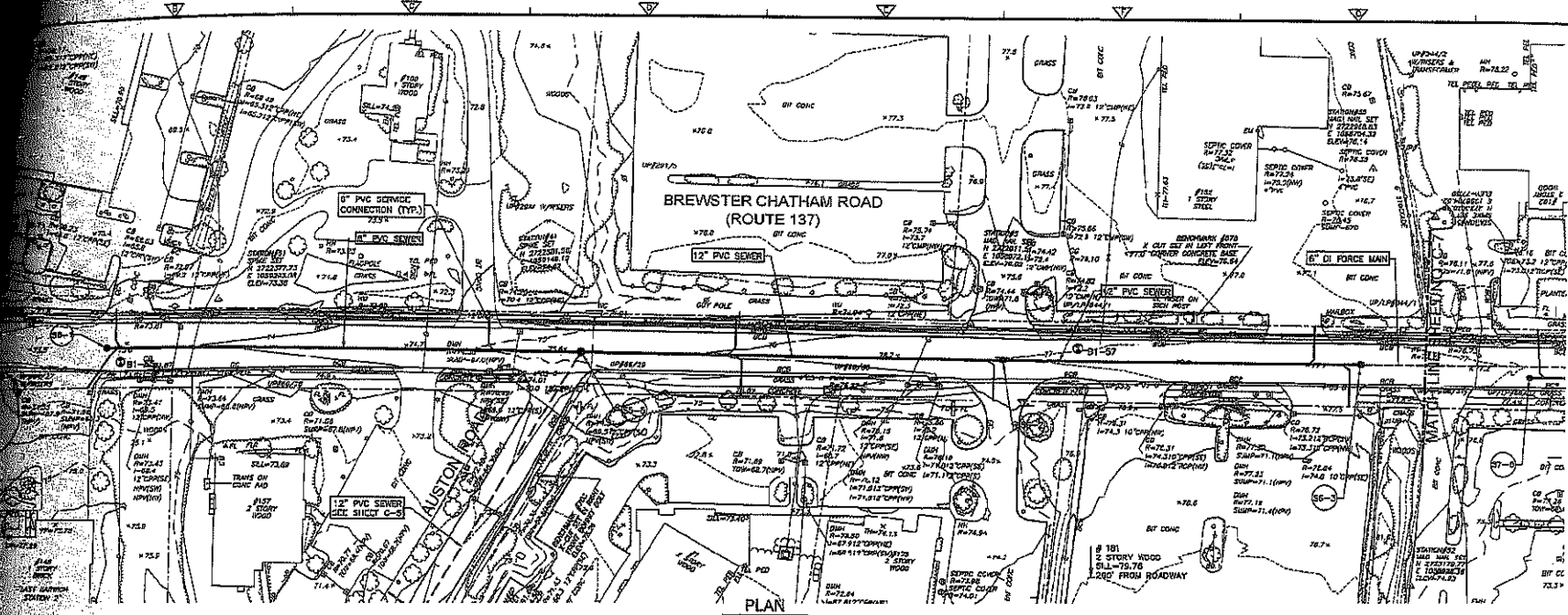
PROJECT NO. 18048 DRAWING

SITE UTILITY PLAN

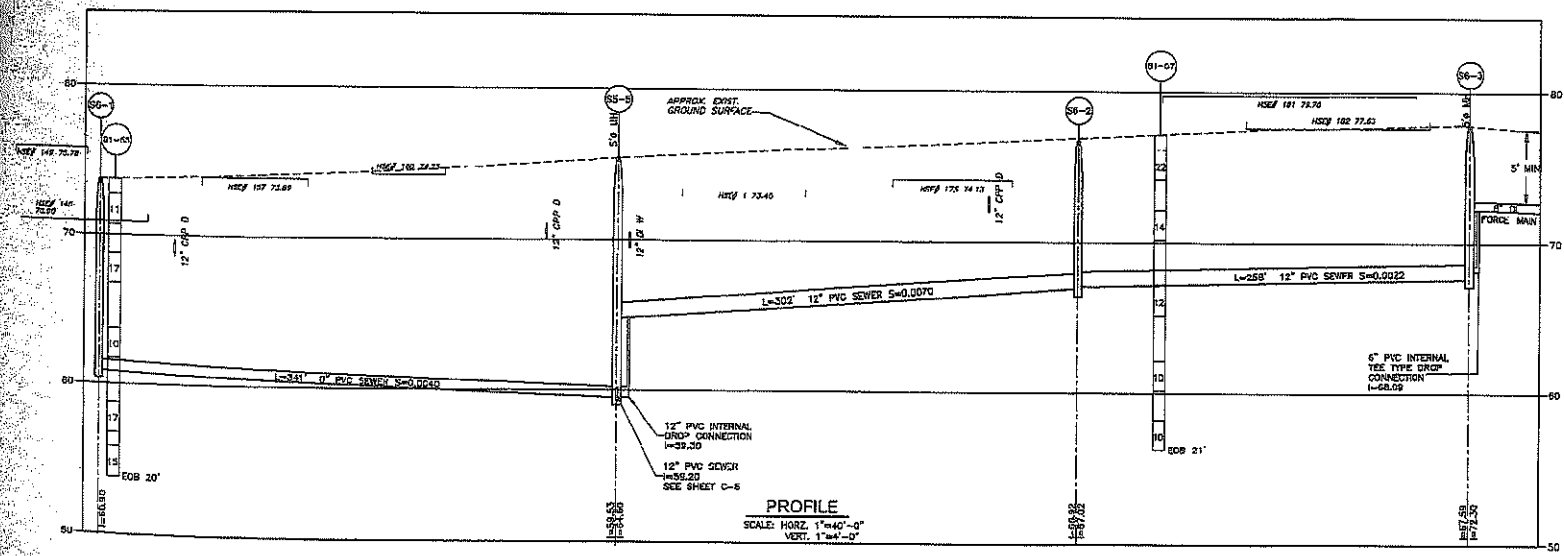
SITE UTILITY PLAN
SCALE: 1"=20'



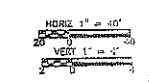
DRAWING NO.
C2.01

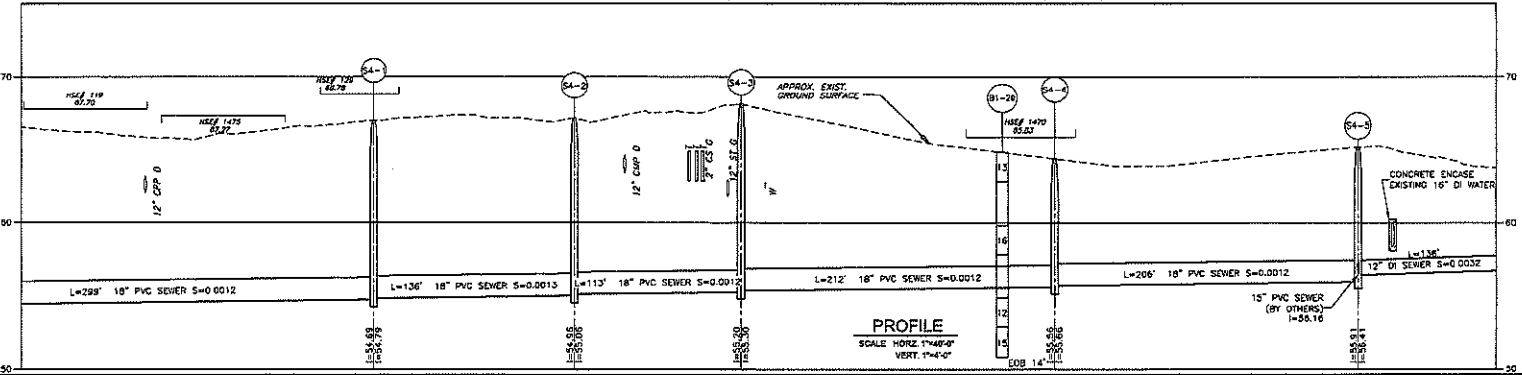
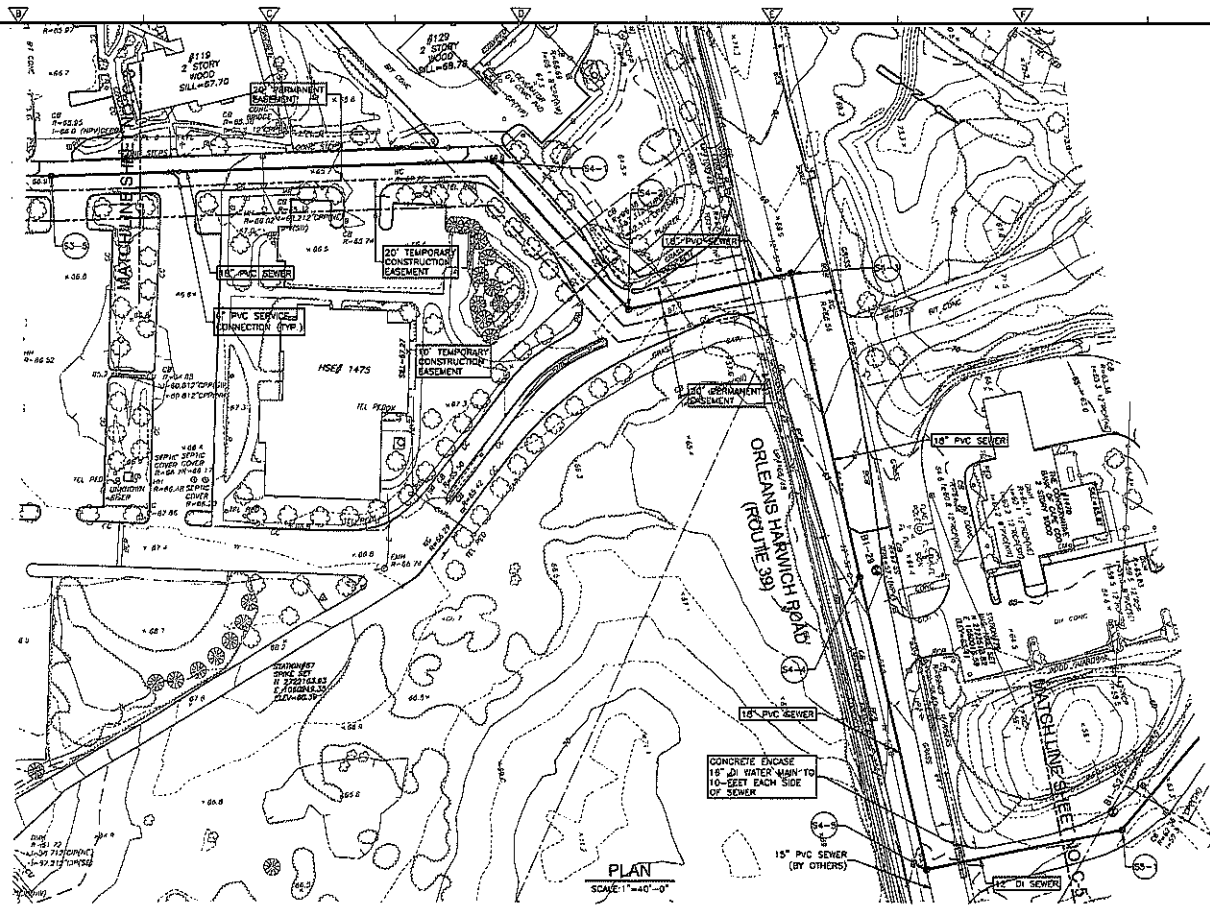


PLAN
SCALE 1"=40'-0"



PROFILE
SCALE: HORIZ 1"=40'-0"
VERT. 1"=4'-0"





ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.

REV	NO	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: D. BORGES
 DRAWN BY: M. TOLMAY
 SHEET CHECKED BY: M. CRUMBAK
 CROSS CHECKED BY: R. NICHOLS
 APPROVED BY: M. SANCHEZ
 DATE: MAY 2019

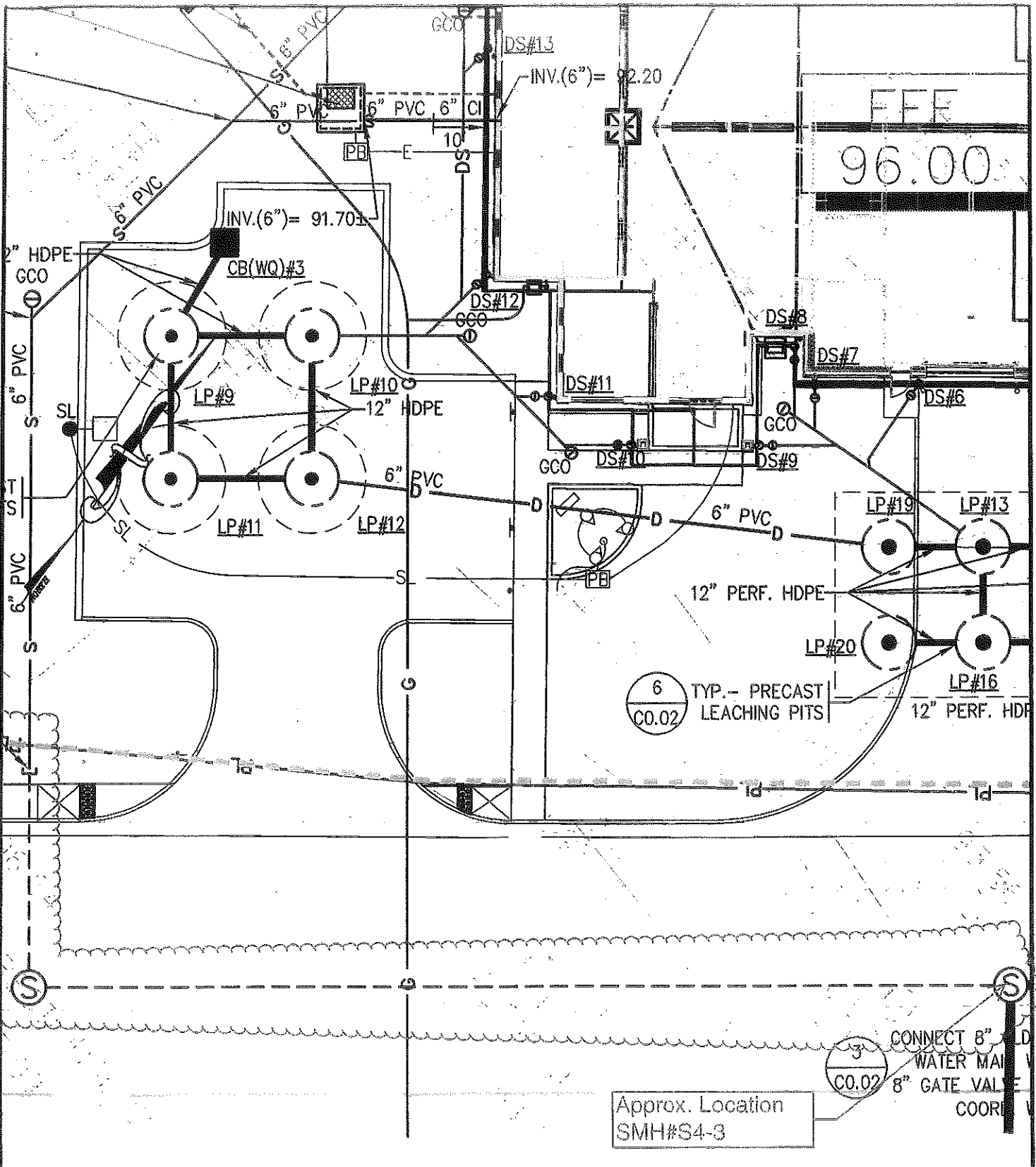
CDM Smith
 250 WEST BISHOP'S DRIVE, SUITE 200
 PRINCETON, NJ 08540
 TEL: (609) 761-6000

TOWN OF HARWICH, MASSACHUSETTS
 SEWERAGE WORKS IMPROVEMENTS
 PHASE 2 - CONTRACT NO.1
 PROJECT NO. CWSRF - 4424/1

CROSS COUNTRY AND
 ORLEANS HARWICH ROAD (ROUTE 39)

HORIZ. 1" = 40'
 VERT. 1" = 2'

PROJECT NO. 0425-220330
 FILE NAME: C04EPLR
 SHEET NO. C-4



Approx. Location
SMH#S4-3

CONNECT 8" WATER MAIN
8" GATE VALVE
COORDINATE

KÆSTLE BOOS
associates, inc

416 Slater Road, P.O. Box 2590
New Britain, CT 06050-2590
Ph: 860-229-0361 ▲ F: 860-229-5303

325 Foxborough Boulevard, Suite 100
Foxborough, MA 02035
Ph: 508-549-9908 ▲ F: 508-549-9907

Email: kba@kba-architects.com
Web: www.kba-architects.com

CONSULTANT:



GARCIA-GALUSKA-DESOUZA
CONSULTING ENGINEERS, INC.
370 Fauscia Center Road, Barnstable, MA 02531-1214
508-523-1700 FAX 508-524-6333 E-MAIL: ggd@ggd.com

PROJECT:
**HARWICH FIRE
STATION #2
NEW
CONSTRUCTION**

THIS SKETCH TO
BE READ IN
CONJUNCTION
WITH THE
CONTRACT
DOCUMENTS

TITLE: DRAFT

DATE: 08/01/2019

SCALE: 1"=20'

SKETCH GENERATED FOR:

ADDENDUM	R.R.F.I.	A.S.I.	P.R.	C.C.D.
-	-	-	-	-

17032.00 (1/02/19)
DRAFT SUB PLAN

DRAWN: MCK

PROJECT NO.: 17032.00

DRAWING NO.:

SKC-XXX

M#68535
J#850 126 00.00

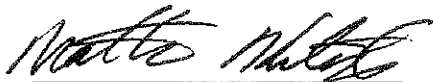
DATE: October 2, 2019

MEMO

TO: Peter D. Gaudreau, AIA
Kaestle Boos Associates, Inc.

FROM: Nathan C. Ketchel, E.I.T.

Christopher M. Garcia, P.E, Principal



DEPT: Civil

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #60 – Sewer Line Stubs

Please be advised as follows:

We have reviewed the Mill City Construction Change Order Request No.60 in the amount of \$18,040.22 for the work associated with the installation of a sewer stub for connecting the new fire station to the future municipal sewer in Route 39. We find the amount to be fair and reasonable and recommend approval. The following items were identified as requiring further logistical review:

- Mill City Construction to confirm that it's superintendent will be fully dedicated to the work of the sewer installation for the 16 hours listed.
- The garage waste tank cannot be removed until after the change-over to municipal sewer.
- Coring of SMH#1, connection of the gravity piping, and installation of downstream piping can be performed at this time, however, a plug shall be installed in the new SMH#1 outlet until change-over to municipal sewer.
- Coring of pump chamber, and installation of sewer piping can be done at this time, however, removal of pumps and equipment and filling of the chamber cannot be completed until change-over to the municipal sewer.
- It is our understanding that the Owner may maintain the existing fire station building. In the event the existing fire station is to remain, gravity sewer connections will need to be made to the existing oil-water separator at the northeast corner of the existing station and the sanitary waste discharge at the southwest side of the existing station.

If you have any questions or comments regarding the above, please contact our office at your earliest convenience.

DMP/NCK: tb

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.

Peter Gaudreau

From: Stephen Traghella <straghella@mill-city.com>
Sent: Thursday, October 3, 2019 8:26 AM
To: Peter Gaudreau
Cc: Todd Costa
Subject: FW: Harwich Fire Station #2, COR#60 - Sewer Line Stubs

Pete,

FYI below from RBO. I don't see a need to revise the COR. Let me know how you want me to proceed?

Thanks,

Stephen Traghella
Project Manager, Leed AP
Mill City Construction, Inc.
7 Old Great Road
Lincoln, RI 02865
Phone: 401-766-3100
Fax: 401-769-8910
Cell: 401-741-2656



From: Craig Trombly <CTrombly@robertbour.com>
Sent: Thursday, October 3, 2019 8:25 AM
To: Stephen Traghella <straghella@mill-city.com>
Subject: RE: Harwich Fire Station #2, COR#60 - Sewer Line Stubs

Stephen, No comment here, I am in agreement with the engineers comments
Thanks
Craig

Craig Trombly
Project Manager
Robert B. Our Co., Inc.
24 Great Western Rd.
Harwich, MA 02645
T:508-432-0530
F:508-432-4385
C:508-326-9988



From: Stephen Traghella [mailto:straghella@mill-city.com]
Sent: Thursday, October 03, 2019 7:44 AM

To: Craig Trombly <CTrombly@robertbour.com>
Subject: FW: Harwich Fire Station #2, COR#60 - Sewer Line Stubs

Craig,

Please see the attached and the below for your review and comment.

Thanks,

Stephen Traghella
Project Manager, Leed AP
Mill City Construction, Inc.
7 Old Great Road
Lincoln, RI 02865
Phone: 401-766-3100
Fax: 401-769-8910
Cell: 401-741-2656



From: Peter Gaudreau <pgaudreau@kba-architects.com>
Sent: Wednesday, October 2, 2019 1:53 PM
To: Stephen Traghella <straghella@mill-city.com>
Subject: FW: Harwich Fire Station #2, COR#60 - Sewer Line Stubs

Steve,
Attached you shall find comments from GGD on COP#060.
Please have RBO revise and resubmit.
Thank you,
Pete

From: Timothy Bizarro <tim_bizarro@g-g-d.com>
Sent: Wednesday, October 2, 2019 1:11 PM
To: Peter Gaudreau <pgaudreau@kba-architects.com>
Cc: Todd Costa <tcosta@kba-architects.com>; nathan_ketchel@g-g-d.com; Chris Garcia <chris_garcia@g-g-d.com>
Subject: Harwich Fire Station #2, COR#60 - Sewer Line Stubs

Please see attached review for COR#60 Sewer Line Stubs for above referenced project.

Thank You,

Tim Bizarro
Administrator
Garcia, Galuska & DeSousa, Inc.
375 Faunce Corner Road Suite D
Dartmouth, MA 02747
☎Phone: (508)-998-5700
☎Fax: (508)-998-0883
www.g-g-d.com

WE'VE MOVED!!!!

Peter Gaudreau

From: Peter Gaudreau
Sent: Wednesday, October 16, 2019 3:05 PM
To: Holly Yagnesak
Subject: RE: Harwich FS#2 - Change Order CO#007 - DRAFT
Attachments: C0 08 Check Sheet.xls

Holly,
See attached and let me know what you think.
Pete

From: Holly Yagnesak <hyagnesak@mill-city.com>
Sent: Thursday, October 10, 2019 1:48 PM
To: Peter Gaudreau <pgaudreau@kba-architects.com>
Subject: RE: Harwich FS#2 - Change Order CO#007 - DRAFT

Yes, so it will change the revised contract amount. I checked all the change orders and those amounts are correct.

Holly A. Yagnesak

Controller
MILL CITY CONSTRUCTION, INC.
7 Old Great Road
Lincoln, RI 02865
401-766-3100 (T)
401-769-8910 (F)
hyagnesak@mill-city.com

From: Peter Gaudreau <pgaudreau@kba-architects.com>
Sent: Thursday, October 10, 2019 1:47 PM
To: Holly Yagnesak <hyagnesak@mill-city.com>
Subject: RE: Harwich FS#2 - Change Order CO#007 - DRAFT

Holly,
Off by .44 cents?
Pete

From: Holly Yagnesak <hyagnesak@mill-city.com>
Sent: Thursday, October 10, 2019 10:37 AM
To: Peter Gaudreau <pgaudreau@kba-architects.com>
Subject: RE: Harwich FS#2 - Change Order CO#007 - DRAFT

Stephen Traghella just gave me a copy of the signed CO #7 and the pennies are still off.

Holly A. Yagnesak

Controller
MILL CITY CONSTRUCTION, INC.
7 Old Great Road
Lincoln, RI 02865
401-766-3100 (T)

401-769-8910 (F)
hyagnesak@mill-city.com

From: Holly Yagnesak
Sent: Wednesday, September 25, 2019 3:13 PM
To: Peter Gaudreau <pgaudreau@kba-architects.com>
Subject: RE: Harwich FS#2 - Change Order CO#007 - DRAFT

Peter,

Should the total of the change order be \$41,731.60? It looks like the pennies are off – but I just added the figures on the page; I don't know what the actual COR amounts are.

Holly A. Yagnesak
Controller
MILL CITY CONSTRUCTION, INC.
7 Old Great Road
Lincoln, RI 02865
401-766-3100 (T)
401-769-8910 (F)
hyagnesak@mill-city.com

From: Peter Gaudreau <pgaudreau@kba-architects.com>
Sent: Wednesday, September 25, 2019 2:49 PM
To: Todd Costa <tcosta@kba-architects.com>; Norm Clarke <n.clarke@harwichfire.com>; Stephen Traghella <straghella@mill-city.com>
Cc: Holly Yagnesak <hyagnesak@mill-city.com>; Susan Pires <spires@harwichfire.com>
Subject: Harwich FS#2 - Change Order CO#007 - DRAFT

Team,
Attached you shall find CO#007 DRAFT.
Please review and comment.
Thank you,
Pete

Peter D. Gaudreau, Assoc. AIA
Construction Administrator

KAESTLE BOOS ASSOCIATES, INC
16 Chestnut Street, Suite 301, Foxborough, MA 02035
Office: 508-549-9906 | Cell: 774-526-8885
pgaudreau@kba-architects.com | www.kba-architects.com

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

RE: Agenda X Old Business Item A CPC Agreement for Cape Housing Institute

DATE: November 18, 2019

The attached draft Grant Agreement is between the Town and Community Development Partnership in support of the Cape Housing Institute.

The draft that was presented to you last week was in error in that the language indicated that the agreement was between the town and the Cape Housing Institute. As you will see from the related attached materials, the agreement is with the original applicant, Community Development Partnership.

There are no other objections or corrections needed therefore I recommend that the Board vote to approve and execute this agreement. Please note that the Board inadvertently signed the signature page last week so there is no need to sign again.

Attachments:

- Grant Agreement between the Town of Harwich and Community Development Partnership;
- Cover letter dated October 18, 2019 from the CPC Chairman informing CDP of the approval of their CPC request at the 2019 Annual Town Meeting;
- Certified copy of Article 40 under the 2019 Annual Town Meeting; and
- Copy of the CPC Article submitted by Community Development Partnership.

TOWN OF HARWICH, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT FOR

Community Development Partnership

Cape Housing Institute

This GRANT AGREEMENT made this ____ day of November, 2019, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the "TOWN" or "Board of Selectmen", as applicable), and Community Development Partnership (hereinafter, "CDP"), having its usual place of business at: 3 Main Street Mercantile, Unit 7, Eastham, MA 02642:

WITNESSETH:

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the "COMMITTEE"), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act ("CPA"), G.L. c.44B; and

WHEREAS, in response thereto, CDP submitted a proposal for funding for purposes of pursuing affordable housing educational opportunities in Harwich, hereinafter referred to as the "Project", and the COMMITTEE reviewed and approved the Project and recommended that the May 6, 2019 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 6, 2019 pursuant to Article 40(1) (the "Article") voted to appropriate Seven Thousand Five Hundred Dollars (\$7,500) from the Community Preservation Fund Community Housing Reserves Account (the "Funds"); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the CDP agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated _____, 2019 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.
2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.
3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:
 - a) Notwithstanding CDP'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L c.44B.
 - b) Every six months until the Completion Date, CDP shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.
4. Contact. CDP shall identify in writing a contact person responsible for the administration of the Project.
5. Funding. The TOWN shall pay the CDP the Funds within 30 days of the execution of this Grant Agreement. The CDP shall expend the funds in accordance with the sole purpose submitted in the APPLICATION.
6. Liability of the TOWN. The TOWN's liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
7. Independent Status. CDP acknowledges and agrees that it is acting in a capacity independent of the TOWN.
8. Indemnification. CDP shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from CDP's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of CDP or its agents or employees.
9. Record Keeping. CDP shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should CDP have multiple funding sources, CDP shall track specific expenditures

of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. CDP further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.

10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. CDP shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.

11. Termination. This Grant Agreement shall terminate upon CDP's final disbursement of all Project Funds. In the event that CDP fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to CDP. Upon receipt of such notice, CDP shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

13. Compliance with Laws. CDP shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. CDP or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

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

16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and CDP submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.


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


TOWN OF HARWICH

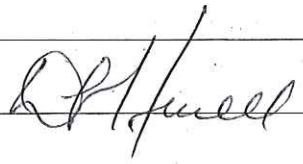
TOWN OF HARWICH AFFORDABLE

BOARD OF SELECTMEN

CAPE HOUSING INSTITUTE


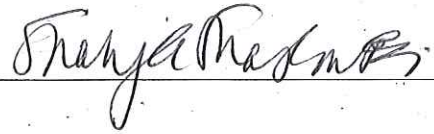

Barlaubus




Jay Coburn, CEO
Community Development Partnership
3 Main St, Unit 7
Eastham, MA 02642





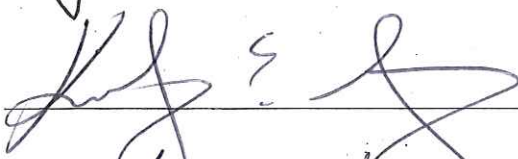
TOWN OF HARWICH

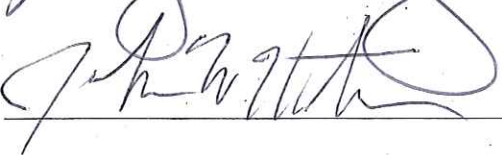
COMMUNITY PRESERVATION COMMITTEE

 chair 

 - 







TOWN OF HARWICH
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7518 FAX: 508-430-7504



October 18, 2019

Ms. Ann C. Robinson, Chief Program Officer
Community Development Partnership
3 Main Street Mercantile, Unit 7
Eastham, MA 02642

RE: Cape Housing Institute
Account #: 80271292/619401

Dear Ann,

Congratulations, the project you submitted from Community Preservation Act Funds was approved at the Annual Town Meeting held on May 6th and 7th of 2019. Enclosed please find a grant agreement which outlines the management and reporting requirements for CPA Funds. The document will need to be fully executed prior to the expenditure of funds. We ask that you return the signed agreement to the Community Preservation Committee Chairman by October 28, 2019.

Please pay particular attention to the reporting requirements outlined in the agreement; the first report is due no later than April 30, 2020. Vendor invoices submitted for payment must be approved by the project manager and the Chairman of the Community Preservation Committee. If the project is in excess of \$49,999 a purchase order is also required by the town.

We look forward to seeing this project through to completion.

Sincerely,

David Nixon
Community Preservation Committee Chairman

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

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

TOWN OF HARWICH
ANNUAL TOWN MEETING
MAY 6, 2019

COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

ARTICLE 40: To see if the Town will vote to raise and appropriate, and/or transfer from the Community Preservation Act Funds, a sufficient sum of money to fund the items in the table below consistent with their respective applications. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as specified in the chart below, and further authorize the Community Preservation Committee to enter into an agreement with the Community Development Partnership, and to act fully thereon. By request of the Community Preservation Committee, Recreation Department, the Community Development Partnership, and the Bikeways Committee. Estimated Cost: \$72,450

THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED WITH THE AMOUNT OF \$72,450.00 TO BE TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS TO FUND THESE THREE PROJECTS. VOTE: YES-8, NO-0

	<u>Project</u>	<u>Purpose</u>	<u>Amount</u>	<u>Appropriation Source</u>
1	Community Development Partnership	Cape Housing Institute	\$7,500	Community Housing Reserve
2	Lifeguard Stands	Replace 11 Lifeguard Stands at Town Beaches	\$37,950	Undesignated Reserve
3	Depot Street North Crossing System	Installation of pedestrian warning lights on the bike trail	\$27,000	Undesignated Reserve
		TOTAL	\$72,450	

MOTION: (Jack Brown, Chairman-Finance Committee) I move that this article be accepted and adopted and that \$72,45 be transferred from Community Preservation Act Funds as identified on the Chart in the Warrant for this purpose. Duly seconded

Article 40: Community Preservation Activities under \$50,000.00

The CPC recommends the following projects of Community Development Partnership, Lifeguard Stands and Depot Street North Crossing System – by a vote of 6-0

ACTION: Motion carried

A true copy

Attest:

Anita N. Doucette, MMC/CMMC
Town Clerk

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE
2018 CPA PROJECT FUNDING REQUEST APPLICATION
FISCAL YEAR 2019-2020**

Submission Date: October 15, 2018

Application # _____ <i>For Administrative Use Only</i>

APPLICANT INFORMATION

Applicant: Community Development Partnership

Address: 3 Main Street Mercantile, Unit 7, Eastham, MA, 02642

Phone: (508) 240-7873

Email Address: JAY@CAPECDP.ORG

Project Manager: Ann C. Robinson, Chief Program Officer

Phone: (508) 240-7873 x13

Email Address: ANN@CAPECDP.ORG

Town Committee or Board (if applicable): Not applicable

Second Contact Person: Andrea Aldana, Director of Housing Advocacy

Address: 3 Main Street Mercantile, Unit 7, Eastham, MA, 02642

Phone: (508) 240-7873 x10

Email Address: ANDREA@CAPECDP.ORG

PROJECT INFORMATION

PROJECT TITLE: Cape Housing Institute

PROJECT AMOUNT REQUESTED: \$7,500

PROJECT DESCRIPTION:

The Cape Housing Institute is a component of the Cape Community Housing Partnership – a comprehensive response to insufficient affordable housing in Harwich and throughout Barnstable County. The region’s ability to respond to this housing crisis is hindered by land use policies that encourage sprawl and discourage smart growth oriented multi-family housing. Existing zoning has resulted in a housing mono-culture: over 80% of the Cape’s housing is single family, detached homes on one acre lots. Local elected and appointed municipal officials and

town staff are in need of training and technical assistance in the complexity of developing and managing housing that is affordable to year round residents in order to address this situation.

Another major factor hindering the creation of affordable housing in the region has been community resistance to specific proposals to build affordable housing. Many voters have misconceptions and harbor stereotypes about working families in need of affordable housing. Few voters understand the economics of development and the need for density to reduce costs and impact on the environment.

In June of 2017, the Community Development Partnership (CDP) launched a comprehensive community-based strategy entitled the Cape Community Housing Partnership (CCHP) in collaboration with Housing Assistance Corporation. It is designed to build public support for affordable housing and equip LMI (low to moderate-income) residents, business and community leaders, and local elected and appointed officials with the knowledge and skills to support the creation of more year-round housing. The CDP is responsible for implementing the CCHP on the Lower and Outer Cape while Housing Assistance Corporation is responsible for implementation on the Upper and Mid-Cape.

The CCHP helps overcome many of the barriers to developing more affordable housing in the region in order to better meet the housing needs of working families. Without an informed electorate, skilled and knowledgeable volunteer officials, and town staff with expertise in affordable housing development, little progress can be made in addressing the region's affordable and year-round housing challenges. The CCHP addresses these barriers through traditional community organizing and leadership development strategies in three ways:

Strategy 1: Cape Housing Institute, Quarterly Peer Groups and Advanced Training

For the past two years, CDP has offered an annual Cape Housing Institute (CHI) to educate at least 40 local elected and appointed officials from each town on the Lower Cape including the Town of Harwich. In 2017 seventy (70) Lower Cape officials attended and in 2018 fifty-three (53) Lower Cape officials attended. Twenty (20) Harwich officials have attended the Housing Institute over the past two years – representing 40% of the fifty (50) elected and appointed officials in the Town of Harwich that are eligible to attend.

The Training consists of a series of six workshops that equip officials with the knowledge and skills to support affordable housing development in their towns. In 2019, each workshop will be held in a centralized Lower Cape location to be accessible to participants from all eight Lower Cape towns. Our collaboration with the Mass Housing Partnership (MHP) and the Cape Cod Commission to refine and deliver the curriculum will continue.

The Cape Housing Institute covers a wide range of topics outlined in ATTACHMENT B. As a result of receiving training, Harwich will be better positioned to implement changes in zoning by-laws that support affordable housing development and ultimately increase the number of affordable units in Harwich's Subsidized Housing Inventory. Furthermore, Harwich will increase its utilization of Community Preservation Act funding for affordable housing and make optimal use of the town's newly established Affordable Housing Trust.

Peer Group Meetings are held each quarter on the Lower Cape and Outer Cape. These 2-hour meetings are open to Town staff involved in housing issues (i.e. Town managers, planners, housing specialists), elected and appointed officials and Housing Institute participants/graduates. The meetings provide an opportunity for the exchange of ideas and the development of regional solutions to address the Lower and Outer Cape's affordable housing crisis.

The Housing Institute is designed to provide participants with a comprehensive foundation of knowledge and skills to address affordable housing issues. However, many topics are covered only at a basic level. To provide more in depth knowledge of issues such as affordable housing, finance, zoning reform and development of community housing, quarterly trainings are offered on in-depth topics for elected and appointed officials and Housing Institute participants/graduates.

Strategy 2: Cape Housing Advocacy Training

Lower Cape residents concerned about the lack of affordable housing are trained to develop leadership, organizing and public speaking skills to effectively engage in public hearings and

Town Meetings. Participants gain an understanding of how affordable housing is created and how decisions are made at a town level that affect the development of affordable housing.

Strategy 3: Public Education Campaign

Most municipal decisions affecting affordable housing development require a town meeting vote making it critical to develop broad support for affordable housing. This campaign is designed to dispel stereotypes about Low-Moderate Income residents of affordable housing developments.

This application seeks funding to support the 2019 Cape Housing Institute, Quarterly Peer Groups and Advanced Trainings.

ESTIMATED START DATE: July 1, 2019

ESTIMATED END DATE: June 30, 2020

Three years from the release of funds (July 2019) 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”. And as such, the following entity has declared it a “Historic Resource”.
- Community Housing:** This application is for the “acquisition, creation, preservation and/or support of community housing”.
- Recreation:** This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

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

As stated in the Town of Harwich’s 2016 Housing Production Plan, a major goal of the HPP is to eventually meet the state’s 10% affordability goal by creating 180 affordable units “over the next five (5) years.” The following high priority goals taken from the 2016 Housing Production Plan will be directly supported by the Cape Housing Institute to assist the Town of Harwich in meeting their 1-2 year implementation deadline.

Capacity Building Strategies

- *Conduct ongoing educational campaign (public hearings, print media, events, etc.)*
- *Hire a part-time Housing Coordinator*

In order to conduct successful educational campaigns, it is important to understand the most effective messaging related to affordable housing development. Session two will cover the importance of beginning education in the planning phase by sharing successful community engagement strategies used in Massachusetts. Session five of the Housing Institute will unpack common myths about affordable housing and the most effective messaging strategies to counter these myths. Session six will discuss regionalism and the utility of sharing housing staff across towns to leverage limited resources and share solutions across the region.

Zoning Strategies

- *Integrate affordable housing in the Open Space Residential Development (OSRD) by-law*
- *Adopt inclusionary zoning*
- *Promote affordable housing in mixed-use development*
- *Modify the accessory apartment by-law*

- *Revise Local LIP Regulations and Procedures*
- *Adopt a Motel Conversion By-law*

The Cape Housing Institute will dedicate an entire session to Zoning and Site Selection. Understanding housing types as well as analyzing the housing stock that is missing in your town is critical to making informed decisions about the range of zoning tools available to meet production goals. A local affordable housing developer and architect will provide a unique perspective to zoning options and how they can help or hinder a town in utilizing zoning options that attract the type of development that Harwich desires and requires to reach 180 affordable units in five years.

Housing Production Strategies

- *Continue to make publicly-owned land available for affordable housing*
- *Continue to partner with developers*
- *Convert existing housing to long-term affordability*

Session four will focus on understanding the complex financing required to develop affordable housing as well as the phases of development as they pertain to the town. Creating a compliant RFP is complicated and highly technical. The Cape Housing Institute will assist municipal officials and staff in understanding the range of moving parts involved in siting a project, making it economically feasible for developers and translating the community's needs into an RFP that complies with Chapter 30B. These key lessons will enable the Town of Harwich to develop strong RFPs that are attractive to developers, which will increase the likelihood that projects will be successful.

The Cape Housing Institute will support the Town of Harwich in achieving each of these goals. The purpose of the Cape Housing Institute is to arm Harwich elected and appointed officials, and staff with the knowledge and skills necessary to increase the supply of affordable housing in its town. By definition, these units will add to Harwich's Subsidized Housing Inventory (SHI) thereby getting closer to meeting the Commonwealth's 10% affordability goal. However, the Institute will go further by teaching participants how to exceed this goal by planning for the future needs of town residents at all income levels. In sessions two and four, participants will learn about funding sources and municipal subsidies that can support these processes and attract high quality developments. Session three will provide alternatives to current zoning and case studies that demonstrate how the town can meet housing needs in a way that is appropriate for your town. Throughout the Institute, we will be focusing on reducing sprawl and protecting your open spaces by encouraging village housing close to infrastructure and amenities, which residents prefer.

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

The lack of affordable housing on Cape Cod is a crisis that places considerable strain on year round residents and impedes economic development in the region due to the lack of housing for the workforce. Affordable year-round rentals are in short supply, rental stock is limited due to the premium placed on high-priced summer vacation rentals, and lower-wage workers cannot afford market rate rents for year-round housing. In the US, 31% of housing units are occupied by renters, while on Cape Cod only 13% of housing units are available for year-round renters. Between 2010 and 2015, the Cape lost 3,800 year-round housing units while gaining 5,000 seasonal units. To meet current needs, the Cape Cod Commission estimates that the Lower Cape needs 1,100 new units of housing affordable to working families. The Cape Housing Institute will assist the Town of Harwich in responding to this crisis by supporting the creation of affordable housing in its town.

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

The CDP will schedule meetings with the following Committees to seek their support:

<u>Commissions/Boards/Committees/Organizations</u>	Please have them initial here after their review
--	--

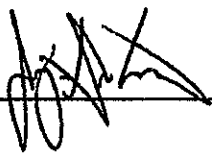
Harwich Housing Authority	
Harwich Housing Committee	

Describe their response, or provided written comments/input:

-pending meetings

PROJECT BUDGET: Attachment A

ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature 

Chief Executive Officer

Jay Coburn

October 15, 2018

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:15 P.M.

Regular Meeting 6:30 P.M.

Monday, November 18, 2019

**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 M.G.L. c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – **HEA Contract**

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. Vote to approve Caleb Chase Fund request in the amount of \$800.00

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

VIII. NEW BUSINESS

A. Annual Meetings with the Board:

1. Community Preservation Committee

2. Golf Committee

B. Vote to designate Joseph F. Powers as temporary Town Administrator for a period not to exceed ninety (90) days

IX. CONTRACTS

A. Weights and Measures Services Inter-municipal Agreement between Town of Harwich and Town of Barnstable - vote

B. Change Order #8 for Fire Station #2 in the amount of \$18,040.66 – Approve and authorize the Chair to sign

X. OLD BUSINESS

A. Vote to endorse CPC Agreement for Cape Housing Institute in the amount of \$7,500.00

B. Vote to endorse CPC Agreement for Habitat for Humanity in the amount of \$300,000.00

C. Weston & Sampson - Agreement for Wastewater Consulting Services - DHY Third Party Wastewater Project Reviews - Discussion

XI. TOWN ADMINISTRATOR'S 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: _____
November 14, 2019

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, *AP* Assistant Town Administrator

CC: Carol Coppola, Finance Director
David Nixon – Chair, Community Preservation Committee

RE: Agenda X Old Business Item B CPC Agreement for Habitat for Humanity

DATE: November 18, 2019

The attached draft Grant Agreement is between the Town and Community Development Partnership in support of the Cape Housing Institute.

There are no other objections or corrections needed therefore I recommend that the Board vote to approve and execute this agreement. Please note that the Board inadvertently signed the signature page last week so there is no need to sign again.

Attachments:

- Grant Agreement between the Town of Harwich and Community Development Partnership;
- Certified copy of the vote under Article 53 of the 2018 Annual Town Meeting; and
- Copy of the CPC Application from Habitat for Humanity of Cape Cod, Inc.

TOWN OF HARWICH, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT FOR

Habitat For Humanity of Cape Cod, Inc.
Six New Affordable Homes located at 93-97 Main Street, West Harwich

This GRANT AGREEMENT made this _____ day of November, 2019, by and between the Town of Harwich, a municipal corporation duly organized under the laws of Massachusetts and having its usual place of business at Seven Thirty-two Main Street, Harwich, MA 02645, acting by and through its Board of Selectmen (hereinafter the “TOWN” or “Board of Selectmen”, as applicable), and Habitat For Humanity of Cape Cod, Inc., (hereinafter, “HABITAT”), having its usual place of business at: 411 Main Street, Ste 6, Yarmouthport, MA 02675:

WITNESSETH:

WHEREAS, the Harwich Community Preservation Committee (hereinafter, the “COMMITTEE”), invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act (“CPA”), G.L. c.44B; and

WHEREAS, in response thereto, HABITAT submitted a proposal for funding for purposes of pursuing affordable housing opportunities in Harwich, hereinafter referred to as the “Project”, and the COMMITTEE reviewed and approved the Project and recommended that the May 7, 2018 Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, Town Meeting on May 7, 2018 pursuant to Article 53(the “Article”) voted to appropriate Three Hundred Thousand Dollars (\$300,000) from the Community Preservation Fund Community Housing Reserves Account (the “Funds”); and

WHEREAS, the purpose of the within Grant Agreement is to ensure that the Funds are used for the acquisition, creation, preservation and support of community housing as defined by the Community Preservation Act, G.L. c.44B; and

WHEREAS, the Board of Selectmen has conferred with the COMMITTEE concerning the terms of this Agreement, and both have approved the terms of this Agreement, as evidenced by their signatures attached hereto;

NOW THEREFORE, the TOWN and the HABITAT agree as follows:

1. Contract Documents. The Contract Documents consist of this Grant Agreement, the CPA application approved by the COMMITTEE dated _____, 2018 (the "Application"), a certified copy of the Article and all documents attached thereto. The Contract Documents constitute the entire Agreement between the parties concerning the Application, and all are as fully a part of this Agreement as if attached hereto.

2. Term. The Work shall be completed within three years of the execution of this Grant Agreement (the "Completion Date"), unless the COMMITTEE grants an extension for good cause shown.

3. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:

a) Notwithstanding HABITAT'S bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c.44B.

b) Every six months until the Completion Date, HABITAT shall provide the COMMITTEE with a written update on the progress toward completion of the Work. A final report, including digital photo documentation of the project where appropriate, is due within 30 days of the Completion Date.

c) None of the Funds can be used for expenses related to the administration and operation of HABITAT.

d) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), under no circumstances shall the Funds be used to rehabilitate existing community housing units.

e) Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), when creating community housing HABITAT shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.

f) Consistent with the provisions of M.G.L. c.44B Section 6, the Funds shall not replace existing TOWN operating funds nor reimburse the TOWN for services provided to HABITAT.

g) If the Funds are the sole funding source for the acquisition of real property, the property shall only be used for Community housing as defined in M.G.L. c.44B Section 2. In all other cases, the Funds may be used to cover a share of the project expenses proportionate to the part of the project that will qualify as Community housing as defined in M.G.L. c.44B Section 2. HABITAT shall track the cost of the allowable scope through a reasonable means of cost estimating, and only use the Funds for the allowable portion of the project cost.

4. Contact. HABITAT shall identify in writing a contact person responsible for the administration of the Project.

5. Restriction. With respect to any real property purchased using the Funds or housing created or preserved using the Funds, HABITAT shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. c.184 and G.L. c.44B, §12, and running to the benefit of the TOWN. The deed restrictions executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.
6. Funding. The TOWN shall reimburse HABITAT for expenses incurred in accordance with this agreement once an invoice is presented with adequate supporting documentation. Invoices shall be sent directly to the Town Administrator and shall be processed net 45 days from receipt.
7. Liability of the TOWN. The TOWN's liability hereunder shall be to make payments specified in Paragraph 6 of this Grant Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Grant Agreement.
8. Independent Status. HABITAT acknowledges and agrees that it is acting in a capacity independent of the TOWN.
9. Indemnification. HABITAT shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from HABITAT's performance of the Work that is the subject of this Grant Agreement or the negligence or misconduct of HABITAT or its agents or employees.
10. Record Keeping. HABITAT shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the TOWN. Should HABITAT have multiple funding sources, HABITAT shall track specific expenditures of the Funds separate from other funding sources. The TOWN shall have full and free access to such records and may examine and copy such records. HABITAT further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures of the Project Funds.
11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. HABITAT shall not assign or otherwise transfer this Grant Agreement, in whole or in part without the prior written consent of the TOWN.
12. Termination. This Grant Agreement shall terminate upon HABITAT's final disbursement of all Project Funds and the delivery of copies of any restrictions recorded pursuant to paragraph 6 hereof. In the event that HABITAT fails to fulfill its obligations under the terms of this Grant Agreement as determined by the TOWN, the TOWN shall have the right, in its sole discretion, to terminate this Grant Agreement upon written notice to HABITAT. Upon receipt of such notice, HABITAT shall refund all undisbursed Project Funds to the TOWN, and such funds shall be returned to the CPA account from which the Funds were appropriated.

TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

David Gibson chair
Stephan Redman

Robert Deane
John W. Holden

James J. Kaliniec

John A. ...
[Signature]

13. Compliance with Laws. HABITAT shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Work undertaken pursuant to this Grant Agreement. HABITAT or its designees shall be responsible for obtaining any necessary licenses, permits, and approvals required for the performance of such Work.

14. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, or by other reputable delivery service, to the parties at the addresses set forth on page 1 hereof or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, or if so mailed, when deposited with the U.S. Postal Service or if sent by private overnight or other delivery service, when deposited with such delivery service.

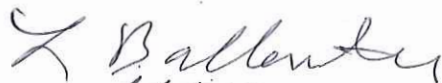
15. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall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

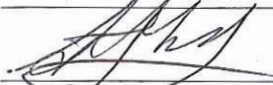
16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and HABITAT submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

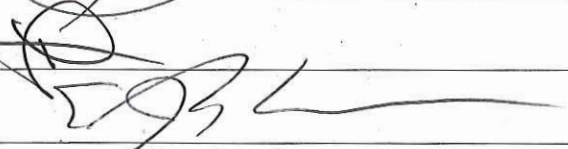
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF HARWICH

BOARD OF SELECTMEN

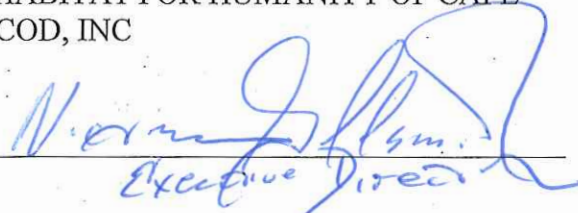


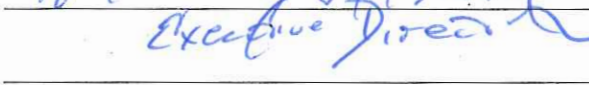


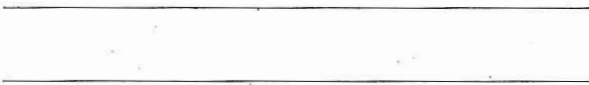




HABITAT FOR HUMANITY OF CAPE
COD, INC


Executive Director







Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

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

TOWN OF HARWICH
ANNUAL TOWN MEETING
MAY 7, 2018

HABITAT FOR HUMANITY COMMUNITY HOUSING

ARTICLE 53: To see if the Town will vote to appropriate from Community Preservation Act Funds - Community Housing Reserve, \$300,000 to support Habitat for Humanity of Cape Cod, Inc. in building six new affordable homes located at 93-97 Main Street in West Harwich and to enter into a grant agreement with Habitat for Humanity of Cape Cod, Inc., and further authorize the Board of Selectmen to accept an affordable housing restriction on said property. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds - Community Housing Reserve, and to act fully thereon. By request of the Community Preservation Committee and Habitat for Humanity of Cape Cod, Inc. Estimated Cost: \$300,000.

CH-9 93-97 MAIN STREET/ROUTE 28 HABITAT FOR HUMANITY COMMUNITY HOUSING. PASSED 7 TO 0.


FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED AND THAT \$300,000 BE TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS FOR THIS PURPOSE BY REQUEST OF THE CPC. VOTE: YES-5, NO-0.

Refer to the Community Preservation Report under Article 48.

MOTION: (Jack Brown, Chairman-Finance Committee) I move that this article be accepted and adopted and that \$300,000 be transferred from community preservation act funds – Community Housing reserve for this purpose. Duly seconded

ACTION: It was a unanimous vote, so declared.

A true copy:

Attest: 
Anita N. Doucette, MMC/CMMC
Town Clerk

HOW DOES THIS PROJECT FIT INTO HARWICH'S LOCAL COMPREHENSIVE PLAN and/or other PLANS?

Harwich's Local Comprehensive Plan states the housing goal "Enable suitable housing opportunities for the Harwich population with emphasis on affordable and other low-cost housing."
Harwich's 2016 Housing Production Plan lists "Continue to Partner with Private Developers" as a prominent strategy for housing production, and within that section specifically references both Habitat for Humanity and "friendly" 40B projects (Local Initiative Program).

HOW DOES THIS PROJECT BENEFIT THE CITIZENS OF HARWICH? IF APPROPRIATE, HAS THE APPLICANT SOUGHT PUBLIC OPINION OR INPUT? AND IF NOT, WHY NOT?

This project benefits the citizens of Harwich by providing affordable home ownership opportunities, and strengthens the fabric of the community by creating diversity.

ESTIMATED START DATE:

Project has started (permit received); infrastructure to commence summer/fall 2018

ESTIMATED COMPLETION DATE: (Three years from the release of funds (July, 2018) - funds may be rescinded automatically; waivers may be sought)

Homes are scheduled to be complete and sold to buyer families early 2021

PLEASE LIST OTHER COMMISSIONS/BOARDS/COMMITTEES/ORGANIZATIONS that may have involvement, jurisdiction, partnering, etc:

Habitat has received our ZBA Comprehensive Permit; as part of this process we have also been before the Harwich Housing Committee, Harwich Housing Authority and the Board of Selectmen, all with positive outcomes.

Describe their response:

PROJECT BUDGET: Attach project budget estimates for your funding request. If the request involves a Town-owned asset, provide the project's projected operating expenses, including maintenance. \$2,290,233 (see attached)

COST ESTIMATE(S): Attach cost estimates or firm quotes (if available) for all projects.

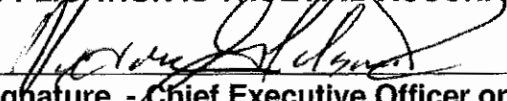
LAND and/or BUILDING ACQUISITION PROJECTS: Attach surveys, appraisals and agreements, if available. Please set forth name of present owner and attach copy of deed conveying property unto present owner. In addition to property address, please provide Harwich Assessor's Office identification (Map#, Parcel #). For proposed Open Space land purchases, be prepared to discuss public access with the Committee. CPA Funds Received Previous Year(s) For This Project (if applicable):

Fiscal Year	Total Cost	CPC Funds Approved	Town Meeting Article #
2012-13			
2013-14			
2014-15			
2015-16			
2016-17			

If project is expected to continue over more than one year, or if funding the project via full or partial bonding is anticipated, please detail the cost of project on the following chart (narrative explanation should be attached on a separate sheet).

Fiscal Year	Total Cost	CPC Funds Requested	Other Funding Sources	Estimated Funds from Other Sources
2016-17				
2017-18				
2018-19	\$300,000			
2019-20				

ATTESTATION: I HEREBY ATTEST THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.


 Executive Director
 Signature - Chief Executive Officer or Chief Administrative Officer or Board Chair Title

For Community Preservation Committee Use:

Project Request received on: Associated Town Committee(s): (initial)

Date(s) Reviewed On:

Final Determination:

Approved: Denied: Date:

CPC Contact Information:

Robert MacCready - Housing Authority	maccready@gmail.com
Robert Bradley - Historical Commission	bradleybob60@yahoo.com
David Nixon - Rec.&Youth Commission	cdeescamp1@hotmail.com
Katherine Green - Real Estate&Open Space	ksgr58@gmail.com
Walter Diggs - Conservation Commission	cordovawwd@aol.com
Cindi Maule - Selectmen's Appointee	cmaule@haconcapecod.org
Dan Tworek - Selectmen's Appointee	dtworek@comcast.net
Jim Atkinson - Planning Board	47jimmy@comcast.net

Please submit your project paperwork (12 complete copies) to:
 Harwich Community Preservation Committee
 c/o Harwich Town Hall, 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, *JFP* Assistant Town Administrator

CC: Carol Coppola, Finance Director

RE: Agenda X Old Business Item C Weston & Sampson Agreement for Wastewater Consulting Services

DATE: November 18, 2019

The Finance Director has reviewed the attached proposed amendment to the current agreement between the Town and Weston & Sampson.

Counsel is presently reviewing this document and I will provide any updates as soon as they become available.

Both the Town of Dennis and the Town of Yarmouth have confirmed approval of an expenditure of \$6,000.00 each payable to the town as previously agreed upon.

Attachment:

- Proposed amendment to agreement with Weston & Sampson for Third Party Reviews of the proposed DHY Wastewater project.

AMENDMENT NO. 1
TO
AGREEMENT FOR WASTEWATER CONSULTING SERVICES
BY AND BETWEEN

THE TOWN OF HARWICH, MA
AND
WESTON & SAMPSON ENGINEERS, INC.
FOR

THIRD PARTY DHY WASTEWATER PROJECT REVIEWS

The AGREEMENT for Wastewater Consulting Services made on the April 9, 2019 by and between the Town of Harwich, MA acting through its Town Administrator, hereinafter called the OWNER, and Weston & Sampson Engineers, Inc., with offices at 55 Walkers Brook Drive, Suite 100, Reading, Massachusetts, hereinafter called the ENGINEER is hereby amended in accordance with the provisions of said AGREEMENT.

This amendment is issued to incorporate the changes relative to additional work requested for the review of DHY project cost estimates and the draft DHY Operating Agreement.

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER is hereby amended as follows:

- A. Retain the ENGINEER to conduct a third-party review of the DHY Project Planning to date, focusing on the cost estimates for the proposed DHY facilities and the planned wastewater facilities located in each member town, and the draft DHY Operating Agreement.

ARTICLE 2 - SERVICES OF THE ENGINEER is hereby amended by adding the scope of work as set forth in Attachment B.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER is hereby amended by providing to the ENGINEER (through CDM Smith), copies of project cost basis documentation used for estimated project costs in each member town and the DHY wastewater treatment and disposal system. Also provide the most recent draft copy of the DHY Operating Agreement and supporting meeting minutes that document the basis for the Operating Agreement terms.

In addition, the OWNER shall schedule the project meetings, briefings, and workshops such that they are attended by key representatives of each community and knowledgeable, involved municipal agency staff to assure productive discussions and decision-making.

ARTICLE 4 - TIME OF PROJECT is hereby amended as follows: The Engineer shall perform the three (3) Tasks enumerated in Attachment B with the goal of conducting the Community Meeting

described in Task 3.1 by December 20, 2019. That schedule presumes that the work described in Attachment B can begin by November 1, 2019, and the briefings, meetings, and workshops can be scheduled by the OWNER as needed to meet the December 20, 2019 Community Meeting goal.

ARTICLE 5 - PAYMENTS TO THE ENGINEER is hereby amended by adding an estimated \$18,000 to Article 3 of the April 9, 2019 Agreement, for the Scope of Work included in Attachment B. It is understood that that \$18,000 is the limit for this amendment and that the ENGINEER will work with the OWNER to adjust scope items should that not be sufficient for this work.

Additional meeting (s) requested that are beyond the scope of work reflected in Attachment B, will be invoiced based on actual time spent in preparation for, and attendance at, each meeting, at the hourly rates included in the April 9, 2019 AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 this _____ day of October 2019.

ACCEPTED FOR:

Town of Harwich
(Name of Owner)

By its:

(Typed name and Title)

WESTON & SAMPSON ENGINEERS, INC.

CERTIFICATION OF AVAILABLE FUNDS

Certification is herewith given that funds are available for payments required by the terms of this AMENDMENT NO. 1.

By: Carl Coppola
OWNER Accountant
1330 4402 / 578000

Date: 11/14/19

A TRUE COPY, ATTEST:

By: _____
OWNER Clerk

H:\WP\MASTER\CNTR\AMENDMNT.

Attachment B

Scope of Work

For

Third Party Review of DHY Project Costs and District Operating Agreement

Representatives in each of Dennis, Harwich and Yarmouth have asked questions about the cost estimates generated for the DHY Clean Waters Community Partnership and about certain provisions and procedures included in the draft DHY Operating Agreement. This scope of work is intended to have a third-party review of both of those issues, including preparation of a summary memorandum of findings including potential recommendations for modifications to the project cost estimates and the operating agreement as well as assist in outreach activities.

Proposed tasks include:

Task 1.0 Review DHY Cost Estimates

CDM Smith working with community representatives has developed an overall DHY Clean Waters Community Partnership estimate of probable construction and operating costs for the combined wastewater program. Collection system costs would remain with each community as the DHY Partnership only includes the treatment and effluent recharge components. The review of cost estimates will focus on the initial phases of sewer construction of DHY wastewater facilities and the collection and transmission facilities proposed for each community.

Task 1.1 Review Existing Cost Documents

Weston & Sampson will review the cost information provided by CDM Smith together with the cost backup utilized to develop the costs for each community's collection and transmission system and for the DHY Partnership Wastewater Facilities. Back-up documents to be provided by CDM Smith will include memos that explain how costs have been developed, references to cost guides utilized and spreadsheets with quantities noted when appropriate. Weston & Sampson will review the documents prior to Workshop in Task 1.2. No quantity take offs will be developed or reviewed as part of this task.

Task 1.2 Cost Workshop

A peer review Workshop will be conducted to review the sewer systems presented in each community's Comprehensive Wastewater Management Plan (CWMP) and then how they were laid out to convey wastewater to a centralized treatment facility at the Dennis DPW site that would be part of the DHY Partnership. Alternatives considered will also be presented by CDM Smith and discussed. Treatment plant and effluent recharge facilities costs will also be reviewed. Costs reviewed will include construction and operating costs and associated soft costs. The workshop is expected to be about half a day and attended by key representatives from each community, CDM Smith and Weston & Sampson.

Task 1.3 Peer Reviewer Cost Findings

Weston & Sampson will consider all the information reviewed and discussed in the peer review Workshop and supplement or confirm any remaining action items identified during that meeting including additional supporting materials that may be readily available based on project-specific details

that each community may have already determined and decided upon. Industry standards typically employed at this conceptual planning level will be considered by Weston & Sampson. After the evaluation is complete, a summary memo of findings will be prepared and distributed

Task 2.0 Review DHY Operating Agreement

A DHY Subgroup has been meeting monthly since July 2017 to develop special legislation that would allow for the creation of the DHY Clean Waters Community Partnership and to develop a Draft Operating Agreement. The special legislation has been enacted. The Draft Operating Agreement has been agreed to by the DHY Subgroup, reviewed by local subgroups and presented to Boards and Committees in each community. Ultimately, the Operating Agreement will need to be approved by respective town meeting votes in each community, now planned for Spring 2020.

Task 2.1 Review Existing DHY Documents

Weston & Sampson will review the enacted special legislation, the latest version of the draft Operating Agreement, the DHY Subgroup meeting minutes and presentations made at three-town community presentations. This review will include all relevant documents available on the dhycleanwaters.org website. Weston & Sampson will review those documents and seek to clarify the basis for decision-making on important Operating Agreement issues prior to the proposed workshop in Task 2.2.

Task 2.2 DHY Operating Agreement Workshop

A workshop will be conducted to review the current version of the Draft Operating Agreement. The workshop will be facilitated by CDM Smith so that background on Agreement specifics to date can be provided by them and DHY Subgroup members during the session. Weston & Sampson and DHY Subgroup members or other town designees will attend the workshop. This is intended to be a half day workshop.

Task 2.3 Peer Review DHY Operating Agreement Findings Memo

Weston & Sampson will consider all the information reviewed and discussed in the peer review workshop and a summary memo of findings will be prepared and distributed.

Task 3.0 Peer Review Findings

Weston & Sampson will present its findings to the public in each community to afford town meeting members with enhanced understanding and confidence in the regional wastewater program being presented for consideration.

Task 3.1 Three-Town Community Presentation

Weston & Sampson will present their cost and operating agreement findings to a three-town community meeting. The presentation will include the process used to review both items including a list of documents used in the review, and the findings and proposed recommendations. Questions and comments from the community attendees will be entertained at the meeting by the community representatives, CDM Smith and Weston & Sampson and any follow-up revisions made as a result of input from this meeting.

Schedule

Weston & Sampson will perform the above three tasks with the goal of conducting the community meeting described in Task 3.1 during the week of December 16, 2019. That schedule may be modified based on the schedule of individual peer review workshops and the questions raised at those workshops.

Additional Work (Optional)

Potential additional services will be provided as project budget and schedule permit. These services could address the following:

- A. Review of the wastewater system(s) layouts and design criteria as outlined in each member town's CWMP, and the DHY Regional System planning documents.
- B. Conduct a limited sensitivity analysis to assess the impact of delays or postponements of portions of the municipal sewer extension projects in one or more-member town. It is assumed that each member town will provide requirements for connecting properties fronting on completed public sewers within a reasonable time frame such that sufficient wastewater flows will be received at the regional facilities for treatment and effluent recharge/reuse.
- C. Outline possible options for payment of user fees to the DHY regional system for the initial year(s) of operation as properties in each town are connected to the public sewer. Assessing communities for annual O&M costs during initial low-flow periods as connections are being made would not be fair to those communities or the individual properties that connect to the sewer soon after the system is approved for use. Subsidizing the cost of regional and local wastewater facility operations through property taxes or other revenue source(s), may be required during the early years of system operation to make the user fees palatable.
- D. Conduct additional meetings with individual towns to address concerns that result from project cost and operating agreement discussions.
- E. Identify and develop project financing issues to clarify projected cost impacts on connected properties, municipal tax rate impacts, and other fees established and advanced by member towns.
- F. Identification of outstanding issues in each community as required to maximize 0% SRF loan project financing and eligibility for other available grant or loan assistance.

All of the above described tasks are intended to provide an independent review and instill confidence in the voters in all DHY member towns.