

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 6:00 P.M.

Regular Meeting 6:30 P.M.

Monday, December 20, 2021

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Executive Session pursuant to G.L. c. 30A, §21(a) (3) to discuss litigation strategy with respect to the case of Ember Pizza, Inc. et al vs. Town of Harwich, et al., Suffolk County Superior Court - Civil, Docket No. 2184CV01461, if discussing the matter in open session will have a detrimental effect on the Town's litigating position and the chair so declares
- B. Pursuant to MGL,c.30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares;

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Announcement – The Board of Selectmen will not meet on Monday, December 27, 2021

V. CONSENT AGENDA

- A. Vote to approve the Assistant Town Administrator's recommendation to grant permission of Verizon New England Inc. and NSTAR Electric Company D/B/A Eversource Energy for the purpose to place (1) jointly owned pole, P243/3.5, at Fourth Street in the public right of way as new pole needed to support low hanging wires currently tied to trees
- B. Vote to approve a Caleb Chase request in the amount of \$1,000
- C. Vote to approve the Board of Selectmen Meeting Minutes - 05.24.2021
- D. Vote to accept a gift to the Police Department of a Gunner Transport Kennel

VI. NEW BUSINESS

- A. Annual Committee Meeting
 1. Historic District/Historical Commission
 2. Harwich Housing Committee
- B. Discussion and possible vote to approve the Committee Appointments recommended by the Interview Committee:
 1. Eileen Garrity – Full Position –Harwich Accessibility Rights Committee- Term Expires June 30, 2023
 2. Phyllis Thomason – Full Position–Recreation and Youth Commission - Term Expires June 30, 2023
 3. Martha Donovan – Full Position – Selectmen's Appointee – Term Expires June 30, 2023
 4. Wayne Coulson – Alternate Position – Conservation Commission – Term Expires June 30, 2024
- C. Discussion and possible vote on the Cultural Center Gymnasium use and fee schedule
- D. Discussion and possible vote on the Cultural Districts Resolution
- E. Discussion and possible vote to participate in the Statewide opioid settlement
- F. Discussion and possible vote to approve the new Request for Proposal for the sale of the West Harwich Schoolhouse
- G. Discussion and possible vote to approve a 2022 Annual Common Victuallers license for Dent Donuts d/b/a Dunkin Donuts – 481 Route 28
- H. Discussion and possible vote to approve a 2022 Class II and Class IV Auto license for Bassil Brothers d/b/a United Gas – 520 Route 28
- I. Board discussion on the Chief of Police's Memorandum and possible votes on the Show Cause Hearing Process
- J. Discussion and possible vote on Entertainment License times and location
- K. Discussion and possible vote to approve the following 2022 Entertainment licenses;
 1. Blue stripe LLC d/b/a Cape Sea Grille – 31 Sea Street – Weekday 4:00 p.m. to 11:00 p.m. inside and Sunday 1:00 p.m. to 11:00 p.m. inside
Entertainment type: Recorded or live music with amplification
2021 License: Weekday 11:00 a.m. to 12:00 a.m. inside.
Entertainment Type: Live or recorded music.
 2. Ember Pizza, Inc. d/b/a Ember – 600 Route 28 – Weekday 11:00 a.m. to 12:00 a.m. inside and 11:00 a.m. to 10:00 p.m. outside. Sunday 1:00 p.m. to 12:00 a.m. inside and 1:00 p.m. to 10:00 p.m. outside
Entertainment type: Concert, recorded or live music with amplification
2021 License: Weekday 10:00 a.m. to 12:00 a.m. inside & 6:00 p.m. to 10:00 p.m. outside. Sunday 10:00 a.m. to 12:00 a.m. inside & 6:00 p.m. to 10:00 p.m. outside.
Entertainment Type: Live or recorded music with amplification inside & unamplified recorded or live acoustic music only outside
 3. Four Hundred East – 1421 Orleans Road – Weekday and Sunday 5:00 p.m. to 10:00 p.m. inside.
Entertainment type: Recorded or live music
2021 License: Weekday 5:00 p.m. to 12:00 a.m. inside & 5:00 p.m. to 10:00 p.m. outside. Sunday 2:00 p.m. to 6:00 p.m. outside
Entertainment Type: Live or recorded music
 4. Hot Stove – 551 Route 28 – Weekday (Friday and Saturday Only) 9:00 p.m. to 12:00 a.m. inside.
Entertainment type: Concert
2021 License: This establishment did not apply for an entertainment license in 2021
 5. Harwich Inn and Tavern LLC d/b/a Harwich Inn and Tavern – 77 Route 28 – Weekday 12:00 p.m. to 12:00 a.m. inside and 4:00 p.m. to 8:00 p.m. outside. Sunday 1:00 p.m. to 12:00 a.m. inside.
Entertainment type: Recorded or live music with amplification and dancing

2021 License: Weekday 12:00 p.m. to 12:00 a.m. inside and 4:00 p.m. to 8:00 p.m. outside. Sunday 1:00 p.m. to 12:00 a.m. inside

Entertainment Type: Recorded or live music with amplification and dancing. Doors and windows must be shut during indoor entertainment.

6. Lanyard Bar and Grill – 429 Route 28 – Weekday 12:00 p.m. to 10:00 p.m. inside and outside.

Sunday 1:00 p.m. to 10:00 p.m. inside and outside

Entertainment type: Recorded or live music with amplification

2021 License: Weekday 12:00 p.m. to 12:00 a.m. inside. Sunday 1:00 p.m. to 9:00 p.m. inside & outside

Entertainment Type: Recorded or live music with amplification and dancing

7. Villa Roma – 278 Route 28 – Weekday and Sunday 3:00 p.m. 12:00 a.m.

Entertainment Type: Recorded or live music with amplification

2021 License: Weekday 4:30 p.m. to 10:00 p.m. inside

Entertainment Type: Live or recorded music

VII. **OLD BUSINESS**

- A. Update regarding the Local Comprehensive Plan (LCP)

VIII. **CONTRACTS**

- A. Discussion and possible vote to award a contract to Coviello Electric & General Contracting Co., Inc. in the amount of \$138,795.00 for the installation of lighting at Brooks Park.

IX. **TOWN ADMINISTRATOR'S REPORT**

X. **SELECTMEN'S REPORT**

XI. **CORRESPONDENCE**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Ellen Powell, Executive Assistant

Posted by: _____

Town Clerk

Date: _____

December 16, 2021

CONSENT AGENDA

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039




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

732 MAIN STREET, HARWICH, MA

MEMO

TO: Board of Selectmen

FROM: Meggan M. Eldredge, Assistant Town Administrator 

RE: Utility Hearing
NSTAR Electric dba Eversource Electric
7 Fourth Street

DATE: December 20, 2021

A Utility Hearing was held on December 17, 2021 at 10:00 AM at the request of Verizon New England Inc. and NSTAR ELECTRIC D/B/A Eversource ENERGY to place (1) jointly owned pole, P243/3.5, at 7 Fourth St in the public right of way. Necessity – New pole needed to support low hanging wires currently tied to trees.

Legal ads were published and notifications were given. There were no abutters present. There were no objections to place (1) jointly owned pole, P243/3.5, at 7 Fourth Street in the public right of way to support low hanging wires currently tied to trees.

There were no other questions, concerns or objections and the Hearing was adjourned at 10:08 AM. After careful review, I recommend that the Board approve VZ N.E. Inc. Plan No. MA2021-41 dated October 21, 2021.



Phone (508) 430-7513

Fax (508) 432-5039

TOWN OF HARWICH

732 MAIN STREET, HARWICH, MA 02645

MINUTES Utility Hearing – 7 Fourth Street Friday, December 17, 2021

THOSE IN ATTENDANCE: Meggan Eldredge Assistant Town Administrator, Ellen A. Powell, Administrative Secretary, and Representative from Verizon: Ross Bilodeau. There were no abutters or members of the public present.

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

Ross Bilodeau from Verizon, confirmed the work to be performed which is proposed to place (1) jointly owned pole, P243/3.5, at 7 Fourth Street in the public right of way for necessity the new pole is needed to support low hanging wires currently tied to trees. Ms. Eldredge confirmed that this would not involve any double poles but placement of only one pole. Mr. Bilodeau stated that it would be a new pole in line with others on the street. Mr. Bilodeau stated that he was not able to check the physical location yet, but it is his understanding that the wires present were hanging across a driveway and the addition of the new pole would allow to resolve the problem. Mr. Bilodeau said that no road closure was necessary as this would be a multi-step process. Once the pole is placed each provider would be notified to come connect their wires to the pole, which should only take a few hours each time. He stated that it is a residential street and that each provider in the process would reach out for a police detail.

Ms. Eldredge advised that she would recommend to the Board of Selectmen at the December 20, 2021 meeting to approve the placement of (1) jointly owned pole, P243/3.5, at 7 Fourth Street in the public right of way for the necessity of a new pole to support low hanging wires currently tied to trees.

The hearing was adjourned at 10:08 A.M.

Submitted by:
Ellen A. Powell
Administrative Secretary

Attachments

385 Myles Standish Blvd
Taunton, MA 02780-7904



November 2, 2021

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

Honorable Select Board,

Attached is a petition for Verizon New England Inc., to place one new pole – 243/3.5 in the public right of way at 7 Fourth St, Harwich, MA.

Included is the \$50.00 check for Abutters request.

Would you kindly consider this petition and return the executed copies.

Sincerely,

A handwritten signature in cursive that reads "Daryl Crossman".

Verizon New England Inc.
Attn: Daryl Crossman - ROW
44 old Townhouse Road
South Yarmouth, MA 02664

(508) 398-5754 - Office
daryl.crossman@verizon.com - Email

verizon[✓]

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

11/2/21

To the Town Select Board

in HARWICH, Massachusetts

VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC D/B/A EVERSOURCE

ENERGY request permission to locate poles, wires, cables and fixtures including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways:

Fourth St:

To place (1) jointly owned pole, P243/3.5, at 7 Fourth St in the public right of way.

NECESSITY – New pole needed to support low hanging wires currently tied to trees.

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires and cables, together with anchors, guys and other such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked-VZ N.E. Inc. Plan No. MA2021-41 Dated October 21st, 2021.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree that space shall be reserved and maintained for the limited purpose of attaching one-way low voltage fire and police signaling wires owned by the municipality or governmental entity for public safety purposes only.

VERIZON NEW ENGLAND INC.

By Daryl Crossman
Daryl Crossman - Manager - Rights of Way

Dated this 2 day of Nov, 2021.

NSTAR ELECTRIC D/B/A EVERSOURCE ENERGY

By Marcus Jackson
Right of Way Representative

Dated this 5 day of Nov, 2021.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

By the Select Board of the Town of HARWICH, Massachusetts.

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that VERIZON NEW ENGLAND INC., and NSTAR ELECTRIC D/B/A EVERSOURCE ENERGY be and are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with anchors guys and other such sustaining and protecting fixtures as said Companies may deem necessary, in public way or ways hereinafter referred to, as requested in petition of said Companies dated the 2nd day of November, 2021.

Fourth St:

To place (1) jointly owned pole, P243/3.5, at 7 Fourth St in the public right of way.

NECESSITY – New pole needed to support low hanging wires currently tied to trees.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonably straight and shall be set substantially at the points indicated upon the plan marked-VZ N. E. Inc. No. **MA2021-41** in a package Dated **October 21st, 2021** - filed with said petition.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles, which may be erected thereon under this order:

Fourth St
Pole placement to support low
hanging wires.

Also that permission be and hereby is granted to each of said Companies to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of Harwich, Massachusetts held on the _____ day of _____ 2021.

Select Board Clerk

We hereby certify that on _____ 2021, at _____ o'clock _____ m., at the _____ a public hearing was held on the petition of the VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC D/B/A EVERSOURCE ENERGY for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

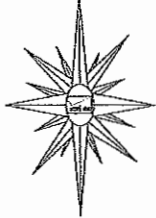
Select Board of the Town of Harwich, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Select Board for the Town of HARWICH, Massachusetts, on the _____ day of _____ 2021, and recorded with the records of location orders of said Town, Book _____, Page _____, this certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk

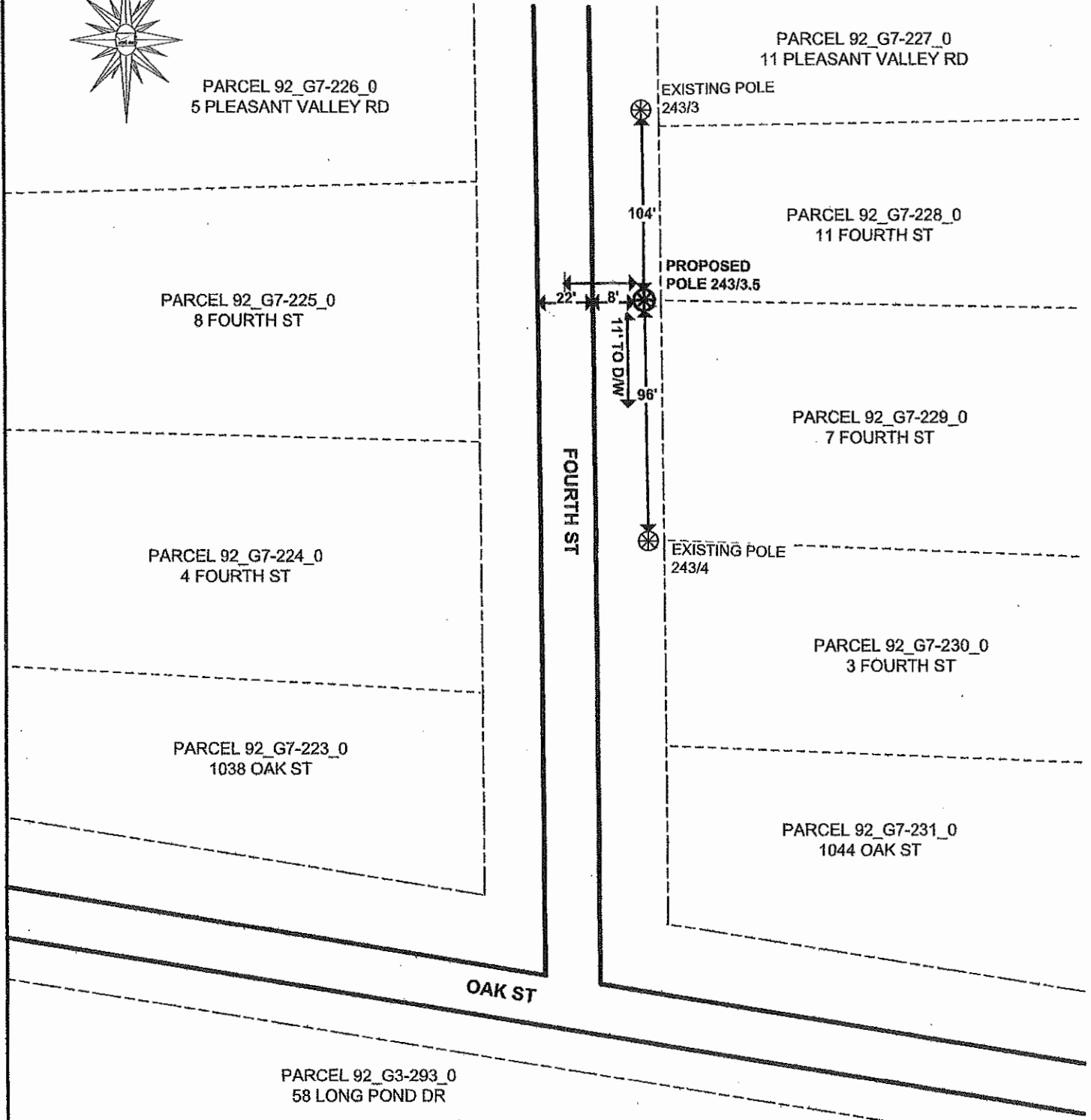


PETITION PLAN
HARWICH

NO: MA2021-41

DATE: October 21, 2021

VERIZON NEW ENGLAND INC. & NSTAR D/B/A EVERSOURCE ENERGY
PLACEMENT OF NEW JOINTLY OWNED POLE



LEGEND

PROPOSED POLE

EXISTING POLE TO REMAIN

EDGE OF PAVEMENT

EDGE OF PROPERTY

CENTER OF ROAD

G

**TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
FRIDAY, DECEMBER 17, 2021**

Pursuant to M.G.L. Ch. 166, § 22, a Public Hearing will be held at **10:00 AM on Friday, December 17, 2021** at the Harwich Town Hall in the Griffin Room, 732 Main Street, Harwich, MA in reference to the following matter:

A petition by VERIZON NEW ENGLAND INC. and NSTAR ELECTRIC D/B/A EVERSOURCE ENERGY requesting permission to locate underground cables, conduits and manholes, including the necessary sustaining and protecting fixtures, in under, along and across the following public way or ways:

7 Fourth Street, Harwich

PROPOSED: To place (1) jointly owned pole, P243/3.5, at 7 Fourth St in the public right of way. **Necessity** – New pole needed to support low hanging wires currently tied to trees

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

Meggan Eldredge
Assistant Town Administrator

The Cape Cod Chronicle
Dec. 2, 2021

MINUTES
SELECTMEN'S MEETING
REMOTE PARTICIPATION ONLY
MONDAY, MAY 24, 2021
6:30 P.M.

SELECTMEN PARTICIPATING: Larry Ballantine, Michael MacAskill, Donald Howell & Mary Anderson

ALSO PARTICIPATING: Town Administrator Joseph Powers

CALL TO ORDER

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen.

WELCOME

A. Newly elected member Mary Anderson

The Board welcomed new member Mary Anderson.

WEEKLY BRIEFING

A. COVID-19 Updates

Mr. Powers indicated that the Town received a copy of information that was sent out to all licensed establishments that related to the Governor's Order for expansion of outside service.

Health Director Kathleen O'Neill was present remotely. Harwich is not currently following any active cases of COVID-19 and has been downgraded to the "gray" designation on the state's reporting map. Approximately 66% of our fulltime residents have been full vaccinated. This Wednesday, the Town will be offering the COVID-19 2nd dose private clinic. Last Friday, the Board of Health voted to rescind the mask mandate on Route 28 from Lower County Road to Bank Street, effective immediately. The Board of Health wanted to remind everyone that if you are not vaccinated or are immunocompromised, that it is still advised to wear a mask. Health Director O'Neill also stated that on May 29, 2021, the State will be releasing all sector specific COVID-19 protocol, with some exceptions.

Ms. Anderson asked what the difference is between what effective as of May 29th and June 15th. Health Director O'Neill responded that June 15th is when the State of Emergency is projected to end. There is nothing that the public will need to do differently between the 2 dates.

B. Update on ongoing efforts by the Town in support of the business community

Mr. Powers stated that May 29th is a big day for the Commonwealth of Massachusetts. Last week, the Alcoholic Beverages Control Commission (ABCC) released their advisory regarding the end

of COVID-19 related restrictions. The memo was released to all establishments that are licensed with the ABCC. Within the body of the memo, they noted important changes for patios/outdoor expansions as well as takeaway/delivery of alcohol. When the orders are fully lifted, any establishment that is looking for outdoor expansion, will need to do so as they did in non-pandemic times. The Town also received notice from the Massachusetts Municipal Association (MMA) that there is a bill circulating asking for the Governor to enact extensions of many things relating to the pandemic. Notice of any official changes will follow.

PUBLIC COMMENTS/ANNOUNCEMENTS

Harwich Chamber of Commerce Executive Director Cyndi Williams was present remotely. She noted that this weekend showed a real uptick in numbers in the parking lot by the Chamber building. The visitor's center will be open this Friday afternoon and continue to be open 7 days a week through Columbus Day. Ms. Williams is looking forward to coming back before the Board with summer updates and announcements. Additionally, Ms. Williams asked that everyone be patient and respectful this summer while enjoying all of Harwich's 7 villages.

Ed McManus was present remotely and reported that the Harwich Cranberry Festival Committee met last Thursday for the first time in a long time. They voted to move ahead with a full range of activities including craft shows on July 10, July 11, August 14 & August 15, which will be held on the front lawn of the Harwich Cultural Center. They are planning a family beach day to be held on September 11 followed by the Cranberry Festival on September 18 & 19. Starting on July 8, Harwich will be holding their summer concert series in the courtyard of the Cultural Center. The series will run every Thursday night for 8 weeks. As always, they are looking for new members to help with festivals and the summer concert series.

Library Director Ginny Hewitt was present remotely. Last week was the first week that Brooks Library was open to the public and it went very well. They will be expanding their hours as of June 1st. The Library will be open Monday through Thursday from 1:00 p.m.-7:00 p.m. and Friday and Saturday from 10:00 a.m. - 4:00 p.m.

Mr. MacAskill read a memo of recognition that Fire Chief David LeBlanc has been sworn in as the Director for Barnstable County District of Firefighter Association Chiefs of Massachusetts, taking over for Chief Burke. Chief LeBlanc has also been re-elected for the Barnstable County Fire Chiefs Board. Mr. Ballantine added that this is not only recognition for Chief LeBlanc, but for the Harwich Fire Department in total. Chief LeBlanc was present remotely and noted that Harwich Fire has had a long history of serving more than just the community.

Mr. MacAskill also recognized Fire Captain Donald Parker who just started his 38th year with the department.

Mr. Ballantine stated that the Board had put together a certificate to recognize Harwich resident Ella Lombard who celebrated her 100th birthday on May 23. Mr. MacAskill thanked Mr. McManus for presenting Ms. Lombard with the certificate.

PUBLIC HEARING

- A. Public Hearing (continued)- Discussion and possible vote to approve the transfer of the Seasonal, All Alcohol, On Premise Liquor License from Phoenix Park, LLC d/b/a The Cape Cod Irish Pub to Chase Escape Cape Cod, LLC d/b/a The Summer House Café-126 Route 28

Mr. MacAskill opened the public hearing by reading the legal notice.

In the packet, the Board was provided updated information from the Health and Building Departments. The Health Department is still waiting to finalize the food service permit and the Building Department noted conditions on their permits.

Thomas Paulini and Nick Fiorillo were present remotely. Mr. Fiorillo asked what conditions the Building Department placed on the permits, noting that he was under the impression that the building permits had already been issued. Mr. Powers read into the record the conditions that were listed on the building permits as well as the memo from the Building Commissioner that was provided in the packet.

Building Commissioner Ray Chesley was present remotely and noted that the majority of the conditions on the permits are standard. The main conditions were placed by the Health Department and are regarding the septic system and food service permits. Mr. Chesley stated that the Building Department has no issues with the liquor license transfer based on the building permits that have been issued. Work listed on the building permits must be started within 180 days from when the permit was issued. As long as there is continuous progress being made, there is no time limit on a building permit.

Mr. MacAskill stated that he would like to move forward with tonight's public hearing.

Health Director Kathleen O'Neill was present remotely and stated that the most important part for the applicant is to schedule their kitchen pre-open inspection, adding that the Health Department is scheduling out at least a week. The Health Department could issue a temporary food service permit until the Board of Health meets on June 15.

Mr. Howell noted that Ms. O'Neill had indicated a problem with a non-functioning septic system. Ms. O'Neill responded that the system is functioning, however it needs to be brought up to code. The Health Department has spoken with Mr. Paulini and have an agreement that the applicant can continue to use the property as the former occupant did until the septic system has been upgraded.

Mr. Howell questioned how this application is considered a transfer, noting that the license was not being utilized for the longest time and that there is no business relationship between the applicant and the previous business owner. Mr. Powers responded that this is considered a transfer because the Irish Pub had renewed their liquor license.

Mr. Powers reviewed the Ballarian Factors that need to be followed in order to move ahead with the hearing.

Mr. MacAskill moved to open the public hearing, 2nd by Mr. Ballantine. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

Police Chief David Guillemette was present remotely. He stated that while there are no disqualifying criminal events, he did notice on the application that there were 2 previous liquor code violations, one in 2003 for over serving a patron and one in 2016 for serving an under aged dining patron.

Mr. Ballantine asked Mr. Chesley if there is enough parking on site to handle a seating capacity of 162 and occupancy of 375. Mr. Chesley responded that they have kept the same parking plan that previously existed and not sure of the number of parking spaces.

Mr. Fiorillo reiterated that they are looking for a transfer of the existing liquor license that has been with the property for some time. They hope to complete 40 plus years of deferred maintenance to the building. He went on to review both his and Mr. Paulini's employment history as well as restaurant/bar experience.

At the request of Mr. Ballantine, Mr. Fiorillo explained the 2016 liquor license violation. He stated that it was a unique set of circumstances with a table of family members, one of which was underage. The underage patron did not have any alcohol, however there was an open wine bottle at the table. Mr. Paulini discussed the 2003 violation. He stated that the Police Department has been in the parking lot and noticed the vehicle of someone that they were looking for. When they entered the establishment, they saw a person at the bar who had too much to drink. Mr. Paulini noted that this was his only liquor license violation in 44 years.

Ms. Anderson wanted to confirm that they will be using paper products due to the septic system and that no food can be prepared on site. Mr. Fiorillo responded that is correct and stated that they have an agreement with the Health Department.

Mr. Howell asked Mr. Paulini if he has held a continuous liquor license since 1977. Mr. Paulini responded that with exception of 2 or 3 years, he has. Mr. Howell went on to ask about the magnitude of the food service being offered. Mr. Fiorillo responded that they are complying with the suggestions of the Health Department and will be offering a temporary limited food service menu. A copy of the menu has been submitted to the Health Department. All food will be prepared off site so there will be no washing of dishes. Mr. Fiorillo added that as they upgrade the septic system, they will look to become a full service inn/restaurant on Herring River.

Mr. Howell noted that the Board will be taking a serious look at any applications for outdoor entertainment. Mr. Fiorillo responded that they are aware of previous issues and that they don't intend on being anything of what existed on the property in the past. They are planning on being there for long term enjoyment and want to be friendly neighbors.

Mr. MacAskill appreciated their comments about being a friendly neighbor and hopes that they will upgrade the septic sooner rather than later. He asked the applicants if they have ever been denied a liquor license in any other town. Mr. Paulini responded that he has not. Mr. Fiorillo

responded that in the late 90's, he was a minority partner in a business in which the town decided to not issue a new license in that area of town. It was denied based on geography, not violations.

Sally & Lou Urbano were present remotely and stated that they are not opposed to this application at all and are excited to see long overdue work being done on the building. They did state their concerns regarding noise, noting that sound is magnified on that corridor. Mr. Urbano asked if a closing time of the establishment would be addressed. Mr. Urbano noted that the parking lot will hold a maximum of 50-60 carts and that is being generous. He asked where any overflow parking would go and would the town be responsible for putting up no parking signs on the surrounding streets. Mr. Fiorillo responded that ride sharing has proven to be beneficial for situations like this. They will do their best to let patrons know that ride sharing is the way to go.

Ginny Doyle was present remotely and stated that she is encouraged that they will be completing the long overdue septic upgrade. She asked if they are renting the property or buying it. Mr. Fiorillo responded that they have entered into a long term lease with an option to purchase the property. In the lease, there is specific language with regards to the septic upgrades. He added that he has vast experience with renovations of historic buildings and looks forward to bringing back the former glory of this location. Ms. Doyle wanted to impress upon the applicants that the neighbors in the area, which she is one of, will be watching very carefully what type of entertainment license is issued. Mr. Fiorillo understood their concerns and offered to meet with abutters to see what he has accomplished.

Mr. Urbano again expressed his concerns about parking and asked the applicants to give more consideration to their parking plan.

Mr. MacAskill moved to close the public hearing, 2nd by Ms. Anderson. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

Mr. MacAskill commented that the Board does not normally put pouring times on the license. Chief Guillemette added that historically, the Board of Selectmen have gone along with the state regulations, which are closing at 1:00 a.m. He does not recall any discussions regarding pouring times, but they have talked about entertainment, which ends at 12:00 a.m. to allow for a 1 hour cool down period.

Mr. MacAskill moved to dispose of the Ballarian Factors and that none prevent the Board of Selectmen from making a decision, 2nd by Ms. Anderson. The vote was 3-1-0 Mr. Ballantine, Mr. MacAskill and Ms. Anderson voting aye and Mr. Howell voting nay by roll call.

Mr. Howell stated that he looks at this as a new license rather than a transfer. He feels that it has become obvious over the last 15-20 years that the Board of Selectmen have had a naive assumption that they can cancel a license after a year or 2. Mr. Howell would have rather gone through the list one by one.

Mr. MacAskill moved to approve the transfer of an on premise seasonal all alcoholic beverages license from Phoenix Park, LLC, d/b/a Cape Cod Irish Pub, Brendan O'Reilly to

Chase Escape Cape Cod, LLC, d/b/a, The Summer House Café, Thomas Paulini, Manager, located at 126 Route 28, West Harwich, with all other previous restrictions from the prior license be added and that all staff comments and requests be included, 2nd by Ms. Anderson. The vote was 3-1-0 Mr. Ballantine, Mr. MacAskill and Ms. Anderson voting aye and Mr. Howell voting nay by roll call.

CONSENT AGENDA

A. Vote to approve the Caleb Chase Fund request in the amount of \$933.57

Mr. MacAskill moved to approve the Caleb Chase Fund request in the amount of \$933.57, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

NEW BUSINESS

A. Discussion and possible vote to award the Bond Anticipation Notes (BANs) to Fidelity Capital Markets in the amount of \$1,408,300 at a net interest cost of .3196%

Finance Director Carol Coppola was present. Annually, the Town of Harwich issues Bond Anticipation Notes (BANs) to support capital and infrastructure projects authorized at Annual Town Meetings and by ballot votes when appropriate. The existing BANs total is \$1,765,800, and these short term notes are due and payable on June 11, 2021. Last year the BANs sold in a competitive market at a net interest cost of 1.004%. This year, we received news on May 19 that the BANs sold on the competitive market at a net interest cost of .3196%. Ms. Coppola respectfully requested that the Board of Selectmen award the FY2021 BANs to Fidelity Capital Markets in the amount of \$1,408,300.

Mr. MacAskill moved to approve the sale of \$1,408,300 1.00 percent General Obligation Bond Anticipation Notes (the “Notes”) of the Town dated June 11, 2021, and payable June 10, 2022, to Fidelity Capital Markets, a division of National Financial Services LLC, at par and accrued interest, if any, plus a premium of \$9,555.32, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

Mr. MacAskill moved that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 11, 2021, and a final Official Statement dated May 19, 2021, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

Mr. MacAskill moved that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with Securities Exchange Commission Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

Mr. MacAskill moved that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes and to comply with relevant securities laws, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

Mr. MacAskill moved that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

Mr. Howell added that this is a result of a lot of hard work through the years and would not have been possible without our great team and everyone sitting in the room.

B. Discussion and possible vote-Proposed 2021 Board of Selectmen Summer Meeting Schedule and Hours

Mr. Powers presented the Board with a schedule for review. The schedule takes into consideration the well-earned vacation time of staff and gets to an every other week meeting schedule of the Board, which would start after July 4. The meetings would also begin at 6:00 p.m.

Mr. MacAskill commented that his only problem is that the Board is so far behind on many items. He found that by going to an every other week schedule, meetings become 3-4 hours long and the Board still runs behind. Mr. MacAskill noted that he would give the summer schedule a shot, but would like to leave it open to schedule extra meetings if needed.

Ms. Anderson agreed with Mr. MacAskill and suggested maybe holding meetings every other week for July and August.

Mr. Howell feels that the way to do it would be to approve the list with the caveat that special meetings could be scheduled. He also suggested maybe having single topic meetings to finish some open projects.

Mr. Ballantine would like to see the Board approve the summer schedule and then separately develop schedules for some of the big ticket items.

Mr. Powers did not argue any of the points being made, but feels comfortable with his recommended meeting schedule. The Administration team will be meeting with Department Head's to discuss budget related items. With this proposed schedule, he was trying to rely upon an old practice of every other week in the summer to give a break to staff, but also have a chance to

get into the details of what needs to be done. Mr. Powers added that by June 14, he will be providing the Board with a schedule of what the Town Meeting calendar will look like.

Mr. MacAskill moved to approve the proposed 2022 Board of Selectmen summer schedule, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

C. Discussion and possible vote- Fiscal Year 2022 Holiday Calendar

Mr. MacAskill moved to approve the Fiscal Year 2022 Holiday Calendar, 2nd by Mr. Howell. The vote was 4-0-0 Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson voting aye by roll call.

D. Introduction and preliminary discussion of regulatory process and community outreach for a proposed affordable rental housing development on Chloe's Path (off Sisson Road adjacent to the Harwich Police and Fire Departments and across the street from the Harwich Cultural Center)

Attorney Andrew Singer & Architect Tim Sawyer were present remotely on behalf of Peter Donovan & Gary Terry.

Attorney Singer stated that they are here to give an informational introduction of the project and seek some preliminary input from the Board of Selectmen. The project is on 8.14 acres of land off of Sisson Road known as Chloe's Path. The property is located next to and behind the Fire and Police complex and across from the Harwich Cultural Center. Attorney Singer reviewed the layout of the property, including the wetlands and development area. This is a proposal to construct 2 buildings with 96 units, for a total of 144 bedrooms. The owners have put together a strong team and are all present remotely for any questions. Parking is being proposed under the buildings and the project is being designed to be able to easily connect to the future town sewer. In the interim, depending on timing, a nitrogen reducing community septic treatment plant is being designed. They are also proposing a bus stop on Sisson Road and a crosswalk for access to the other side of the street, which will allow residents of the units more easy access to travel and walk to surrounding areas. 25% of the apartments will be deed restricted to tenants earning no more than 80% of the area median income, and the anticipated rents for the remaining units will provide a needed housing opportunity to workforce as well as market rate tenants. As a rental community, all 96 units will count towards Harwich's subsidized housing inventory. The proposal will also require a comprehensive permit from the Board of Appeals & review with the Affordable Housing Trust as well as meetings with Department Head's.

Peter Donovan was present remotely thanked the Board for having this on the agenda. He has been involved with this property for years and has reviewed a number of different options of use for the site. They feel that they have come to the best use for the property look forward to working with the town and community.

Tim Sawyer from Catalyst Architects and Interiors was present remotely. He presented a preliminary site plan showing the proposed buildings, street going into the complex, bus shelter,

landscaping and sidewalk. Each building is proposed to be 3 stories tall with parking underneath, which allows them to make the most efficient use of the site. One parking spot for each unit is being proposed for a total of 96 parking spaces. They are proposing elevators in the building to gain access to the buildings from the parking area. The onsite septic system will be in the center of the lot. The buildings have been located completely outside of the 100' buffer zone to the resource area. The only things in the buffer would be a grass/gravel fire line and a walking path for tenants. Mr. Sawyer went on to present 3 different preliminary views of the property; one from Sisson Road, one from halfway down the driveway and one from in front of the Public Safety Building.

Mr. Powers stated that Attorney Singer had reached out to town staff, including the addition of Jon Idman, the Director of Community Development and Planning. Attorney Singer and his clients are contemplating a significant project in town and are working through the proper channels, starting with Mr. Powers, Ms. Eldredge, Mr. Idman and now the Board of Selectmen for the public to hear about the project, rather than through social media.

Mr. Ballantine asked if they have considered a traffic study. Attorney Singer responded that it is not something that they are contemplating at this time. They have initially looked at site distances along Sisson Road, but have not done a more formal review. Mr. Ballantine also asked if they are looking at using an innovative alternative septic system. Attorney Singer responded that they are. What would be designed is a community wastewater treatment facility, which would require a groundwater discharge permit from Massachusetts Department of Environmental Protection.

Mr. Howell asked if they are contemplating that this project will be a so called "LIP", Local Initiative Plan. Attorney Singer responded that they are proposing a friendly 40B in working with the Town, Board of Selectmen and the community. Whether it goes under the LIP application or a different process will be based on finances and subsidy.

Ms. Anderson asked for clarification on how the entire project would count as affordable if some of the units will be market rate. Attorney Singer responded that when you have a rental situation, all of the units would count towards affordable even if they include workforce and market rate.

Mr. MacAskill asked Mr. Donovan if he is the same owner as when the town was previously presented with a project for 6 homes on this road and if so, what changed from then to this project now. Mr. Donovan responded that he is the same owner and noted that they could not seem to make the numbers work for 6 single family homes or duplexes.

Mr. Ballantine thanked the applicants and all present for starting discussions with the Selectmen. He hopes that they will keep the Board apprised of their schedules and activities. Attorney Singer assured everyone that they will be kept up to date. The next plan is to reach out to Department Head's for informal technical review followed by contacting the Affordable Housing Trust, and then scheduling a community outreach meeting.

Art Bodin, Chair of the Harwich Housing Committee was present remotely. He stated that this is the first that he has heard that the entire complex would be considered towards the affordable

inventory rate, if other units were rented at market rate or workforce. Mark O'Hagan was present remotely and reassured Mr. Bodin that the information as laid out by the state, is correct. Mr. Ballantine asked for Mr. O'Hagan to send a copy of the state statute to the Board through staff.

Ed McManus was present remotely and commented that when he was the Chair of the Harwich Housing Committee, he was given the same information about the affordable inventory numbers.

Mr. Howell strongly encouraged the applicant to do community engagement before coming in front of the Affordable Housing Trust Board.

Sandy McLardy was present remotely and asked for clarification on the proposed parking. Attorney Singer clarified that parking would be under 3 levels of living space.

OLD BUSINESS

A. Shared Streets Grant Project

At their last meeting, the Board had directed Mr. Powers to work with staff on updated plans and designs. In the meantime, the contractor, Robert B. Our Company has substantially completed their work on the ADA ramps for accessibility. Mr. Powers had walked Harwich Center with Highways Manager Chris Nickerson and Town Engineering Griffin Ryder. In the packet, the Board was provided with updated designs.

1. Discussion and possible vote on revised design plans

Town Engineer Griffin Ryder was present remotely and commented that the plans previously submitted in December have evolved. One of the issues in this area is the width of the roadway which makes it hard to plan for safe lanes of travel while keeping parking on both sides of the street. In order to address that, we needed to lose parking on one side of the street. This was taken under serious consideration because loss of parking can impact businesses. He noted that a bike rack was added in the line of sight by Route 124. By shifting the center line to the North, there are 25 parking spaces in the existing conditions and 25 parking spaces in the proposed plan. DPW had raised concerns about parking on the North side of the street. When you are coming off of Route 124, no matter what way you turn, there are issues with sight lines. Mr. Ryder noted that there is a parking lot behind the Odile building which might be underutilized. On the Eastern stretch of Main Street, they could incorporate center median painted islands, with the hope that it will give people a visual that they are entering a more congested area and will slow down. If that does not work, some kind of rumble strip could be considered. In the more downtown area, they are proposing the high friction red type paint on the Northside of the street that does from 3.5' to 5.5' wide. The paint will be a deterrent for speed and we can use some of the planters that we purchased, which can also enhance traffic calming. There were 9 curb ramps that were installed which provide for better access on both sides of the street that meet ADA requirements. The next step will be to stripe the crosswalks and reposition the center lane to get the lanes to a width that an engineer would be comfortable with at 10' wide. While the project does come with a loss of parking spaces on the North side, it added spaces on the South side.

Lane Meehan was present remotely and stated that she likes the ADA ramps and is all for the striping. Ms. Meehan noted her concerns about the raised platforms in the street. She would also like to see more bike racks on the sidewalk or near the buildings. She commented that it might also be nice to see benches in front of some of the buildings. Ms. Meehan voiced her opposition to having seating or barriers out in the street.

Bob Young was present remotely. Mr. Young stated that because this grant was created to help restaurants during the pandemic. Part of the shared streets includes public seating. He feels that the bike rack is a good addition and likes the jersey barriers because he feels they will slow traffic. It is a temporary pilot program which includes outside seating and no one knows what will happen with the Governor's emergency order expires. The Town of Harwich should be proud of this grant, being 1 of only 17 communities that it was given to. Mr. Young would like to see Harwich make a success out of this for however how long we get to do it.

Peter Morey was present remotely and stated his concerns about the removal of parking on the North side of Main Street. He appreciates the plans being revisited but is concerned that moving parking away from the main area of commerce will negatively impact businesses in the area. He is also worried that removing parking spaces will encourage cars to travel faster. Mr. Morey is also concerned that this project doesn't meet the intent of the program.

Brooks Library Director Ginny Hewitt was present remotely. Her top 2 concerns were traffic calming and pedestrian safety. Ms. Hewitt commented on what both her and her staff see happen from the library building and added that they worry that people are not aware of the dangers of the intersection by the library. While the project seems to do all of the right things to reduce speed of motorists, Ms. Hewitt is concerned that if traffic calming measures are only partially put in place, the other measures taken will not make a difference.

Peter Antonellis was present remotely. He commended Mr. Ryder on a great job outlining the reasonable changes to accomplish traffic calming in the center. He noted that the plans do not show where trash cans will be and also stated a concern about seeing drinkers on church property. Mr. Antonellis stated a lot of pedestrians walk to the library via Parallel Street. If cars cannot pass quickly down Main Street, they may start to take Parallel Street, where there are no sidewalks for safe passage. He is not opposed to the changes to Main Street, but hopes that attention will be brought to Parallel Street.

Mr. Ballantine asked about any possibility of relocating bike racks. Mr. Ryder responded that he could look at other locations, but it might be tough because the racks required 6'-8' of space. Ms. Meehan suggesting updating the bike rack to the right of Ruggies. She also suggested the walkway location between Tile Works and The Seal Pub. Mr. Young was firmly adamant that the bike rack remain as located for the convenience of the bike riders and would like to see this project adopted as is. Ms. Meehan stated that she understands Mr. Young's comments about the bike rack, but noted that it is a moveable object that can be moved after the time period. She feels that putting a bike rack in the street is not very realistic, especially for families.

Mr. McManus stated that one of the constraints that this grant provides is that the expansions and activities have to be done within the sidewalk or streetway. They had initially proposed on doing

some things in the park across the street, but the program does not even allow the Town to spend resources on planters or tables to put in the park.

Ms. Anderson commented that she spends a lot of time going through that intersection and does feel that it is a safety issue. While she respects and hears the business owners talking about the loss of parking, the greater goal is to make this move for overall safety. She is in favor of the revised plan.

Mr. Howell stated that his major concern all along is that our liaison that the Board appointed never actually reported back. You cannot pick and choose what we do with this grant because the shared streets was specifically earmarked for businesses during the COVID-19 emergency to function with outdoor seating. What really stuck with Mr. Howell was an email from resident Carla Burke who is legally blind and was making a pitch for safety improvements. If we are really capable of coming out of this with the same parking, or even one less space, he will vote to support it.

The theme that Mr. MacAskill has heard from the beginning is public safety and speeding. He feels that it is time to talk to the Police Chief and direct the Police Department to spend more time in Harwich Center. He also noted that we need to increase patrols on Parallel Street if the changes to Main Street are made. At this point, he has heard a lot more pros than cons to the project. Mr. MacAskill would think that the town should be able to put up additional bike racks aside from the grant money. The jersey barriers might look good on paper, but in the end, it is still a jersey barrier no matter how you dress it up. As far as table service is concerned, we have approved outdoor table service already. To him, this is a very responsible thing to do for patrons and for the safety of everyone in Harwich. Mr. MacAskill closed out his comments by stating that he believes that there is room for benches on the sidewalks.

Mr. Ballantine commented that there are pro and cons to these temporary measures and that he would support moving forward as presented.

Mr. Howell asked if the outdoor seating is deleted because of the jersey barriers, would we still conform to the restrictions of spending the grant money. Mr. Powers responded that funding has been acquired and several items have been purchased and implemented. The end result is for patrons to access Harwich Center businesses safer than before. He feels that we have met the spirit and intent of the grant.

Mr. MacAskill stated that we have already approved the outdoor table service, but never taken up expanded outdoor table service and asked if that is what is being discussed now. Mr. Howell added that the plan shows the jersey barriers. Mr. Ryder responded that we have reduced the plan to one bump out and it has been changed from red paint to a parking space. If we don't want to keep it, it can be removed quickly. A discussion was had about possibly relocating a bench into the bump out in front of the market.

Mr. MacAskill added that the Pilgrim Lodge was opposed to having a sign directing people to park behind the lodge. Mr. Ryder commented that he would follow up with John Eldredge at the lodge.

Mr. Howell moved to affirm the Board of Selectmen's support of the current iteration of the plan with the 2 notations that the bike rack will be attempted to be relocated and that the bump out would be designated as temporary, 2nd by Ms. Anderson. The vote was 4-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson all voting aye by roll call.

2. Discussion and possible vote on identifying a project liaison

Mr. Ballantine asked about the necessity of a project liaison and wondered if it would be better to have Mr. Powers be the lead and report back to the Board as a whole. Mr. Powers agreed. Mr. MacAskill asked Mr. Powers to follow up with the Police Chief about monitoring Harwich Center and enforcing the speed limit on Main Street and monitor Parallel Street. Mr. Howell asked if the Police Chief could come meet with the Board to discuss various items.

Mr. Powers noted the great efforts of Town Engineer Griffin Ryder as well as Highway Manager Chris Nickerson.

Mr. MacAskill also gave thanks to Bob Young of The Seal Pub who brought forward this grant opportunity. We are making positive changes to Harwich Center.

B. Discussion and possible vote to set a date for a Special Town Election to be held to fill the unexpired term on the Board of Selectmen (term expiring in May 2022)

Mr. Howell urged the Board to consider not having the election be held in the middle of the summer which might make it difficult for working people to campaign.

Mr. MacAskill moved to hold the Special Town Election to fill the unexpired term on the Board of Selectmen on September 21, 2021, 2nd by Mr. Howell. The vote was 4-0-0 with Mr. Ballantine, Mr. MacAskill, Mr. Howell and Ms. Anderson all voting aye by roll call.

TOWN ADMINISTRATIONS REPORT

Mr. Powers updated the Board on a contract that he executed under 30B relating to the Cemetery Department. The estimated project cost for mapping and software was \$30,110 and the actual cost was \$28,700. The contract was awarded to Web Services of America LLC located in South Dennis. The project is well underway.

Mr. Powers informed the Board that the Friends of Harwich Town Band will coming before them with an official gift donation to the town.

Mr. Powers announced the hiring of Ellen Powell in the Administration Office. Ms. Powell was working as a temporary hire and has now been hired to be the Executive Assistant to both Administration and the Board of Selectmen and will start on June 2. With the help of Sandy Robinson, Ms. Powell was able to wrap up the issue of committees. Mr. Howell commented on how they were able to get all team members on the same page and fix something that has been an ongoing issue.

Mr. Ballantine asked for an update on the snack shack. Mr. Powers regretted to inform the Board that Mr. Griffiths passed away last Friday. The family kindly reached out to the town and we are working with their attorney through our attorney on closing out the arrangements. Mr. Powers is working with KP Law on the possibility of doing a license agreement for the year, rather than a license lease.

Mr. MacAskill public offered his condolences to the family and asked that a condolences letter be sent to the family.

Ms. Anderson asked that no matter how the request is put out, for a license or a lease, that we have some actual snacks available at the location. Mr. Howell agreed.

Mr. Powers wished everyone a happy, healthy and safe Memorial Day weekend. The next Board of Selectmen's meeting will be held on Tuesday, June 1st.

SELECTMEN'S REPORT

Mr. Howell had the good fortune of being asked by Habitat for Humanity to be present at the Murray Lane habitat homes. If anyone is interested in volunteering, information can be found at habitatcapecod.org

Ms. Anderson has spent time thinking about things that got discussed last year that didn't get finished and wondered how to move forward. One of the things she would like to help pursue is the budget and expenses. She asked about chasing some of the revenue items, like the 6% room tax. Mr. Powers responded that there is nothing preventing the Board from asking him to start drafting warrant articles. Ms. Anderson also commented on buildings that are in town that are not used and the possibility of selling them.

Mr. MacAskill welcomed Ms. Anderson to the Board and stated that he looks forward to working with her. He suggested that if she has any topics for discussion, that she send them to the Chair for a future agenda.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 9:40 pm. Seconded by Mr. Howell.

Respectfully submitted,

Jennifer Clarke
Recording Secretary



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen

Joe Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police

DATE: November 30, 2021

SUBJECT: Request to accept gift of Gunner Transport Kennel for HPD K-9

Mr. Powers and members of the Board, attached is a gift acceptance form that is being submitted for your consideration. Gunner Kennels reached out to Officer Clarke through their K-9 community contacts and offered the safety kennel as a gift. This would allow Officer Clarke to transport K-9 Fritz safely in another vehicle or cruiser when his own cruiser, which is already equipped with a kennel, is unavailable such as when it is being serviced or repaired. I have also attached some additional information about Gunner Kennels.

Thank you for your consideration and please do not hesitate to contact me with any questions or concerns.

Gunner Transport Kennel Gift Acceptance

Gunner Kennels (from their website [Man's Best Kennel](#) | [The Safest Dog Kennels](#) | [GUNNER](#)):

Gunner Kennels is a manufacturer of transport kennels for all sizes of K9's. These transport kennels provide protection from weather and crash impact to the K9 while being transported.

Description from the Gunnar Website (see attached):

The Gunner dog crate is heavy duty. The G1™ kennel is the *only* double-wall roto-molded crate on the market, and that is just part of the Gunner safety equation. It is manufactured with a reinforced aluminum frame to protect during and after a crash. The crate also has specially designed vents to allow ventilation while providing protection from the elements.

Grantor(s): Gunner

Gift Value: Approximately \$700.00

Grantor and Grantee stipulate this gift is to be used to assist the Harwich Police with the care of K9 Fritz.

Accepted by the Town of Harwich Board of Selectmen,

DATE: _____

ORDER BY DECEMBER 10 FOR CHRISTMAS DELIVERY. SHOP NOW.



G1™ KENNEL

★★★★★ 3084 REVIEWS



- 5 Star Crash Tested. Proven to save. ⓘ
- Double-Wall Rotomolded. 2x impact protection. ⓘ
- Lifetime Warranty. All kennels. ⓘ
- American Made. No corners cut. ⓘ

SIZE: Intermediate

[FIND YOUR SIZE](#)



COLOR: Gunmetal



699 Pay in full or in 4 interest-free installments of \$174.75 with [shop Pay](#) [Learn more](#)

- 1 +

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KENNEL VIEW

DOG VIEW

[Kennel Dimensions](#)

[Shipping & Returns](#)

[Manual](#)





THE GUNNER DIFFERENCE



DOUBLE-WALL ROTOMOLDED

Market's only double-wall rotomolded crate offers 2x impact protection, better guarding against outside forces & environmental elements. [Learn more.](#)



#GUNNERSAVES





5 STAR CRASH TESTED

Each size of the kennel has been proven to save real dogs in real wrecks. The Small, Medium, and Intermediate sizes are 5 Star Crash Test certified by the Center For Pet Safety with our crash-tested straps.

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PROTECTS IN ALL WEATHER

The GUNNER's double-wall rotomolded construction paired with its patented features provides properties that work better for your dog in all types of weather: hot, cold or rainy.

[Learn more](#)



VIRTUALLY BOMBPROOF

You said it, not us. Intermediate tested to withstand a 630 lb. sled dropped from over 8 feet, a 200-foot cliff drop, 4,000 lb. of force, a 12-gauge shot gun and more.

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BUILD YOUR SETUP

VIEW G1™ KENNEL ACCESSORIES



NEW BUSINESS

ANNUAL
COMMITTEE
PRESENTATIONS

Harwich Historic District & Historical Commission

732 Main Street, Harwich, MA 02645



ph: 508-430-7506 fax: 508-430-4703

December 16, 2021

Hon. Michael MacAskill, Chairman
And Members
Board of Selectmen
Town Hall
732 Main Street
Harwich, MA 02645

Re: Historic District and Historical Commission
Annual Report

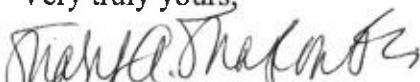
Dear Mr. MacAskill:

I am happy to report that the Historic District and Historical Commission has been successfully transacting business despite the complications of the pandemic. During 2021, we have reviewed eight Notices of Intent under the Town's Demolition Delay Bylaw. We have approved six and imposed two 12 month delays in the hopes that the buildings could be saved. As you know, we have proposed some changes to the Demolition Delay Bylaw for the 2022 Annual Town Meeting in the hopes of improving our efforts in that regard. With respect to the Historic District, we have reviewed five Certificates of Appropriateness and approved each with some conditions, and one additional application was withdrawn. Additionally, we have approved two Certificates of Non-Applicability for maintenance work being done within the Historic District.

At this time, we only have five (5) active members on HDHC. Each of our active members are up to date on their Conflict of Interest certificates and regularly attend meetings. Additionally, we are thrilled to welcome Lynne Zalesak to our committee. If anyone wishes to lend their time and efforts to our committee we would welcome new members, both full-time and alternate members.

Finally, we have a few people to thank. I would like to extend my thanks to Jeanne Steiner, a long-time member, who retired from our Committee on June 30, 2021. She was instrumental in proposing changes to our Demolition Delay Bylaw which I mentioned earlier. Her advocacy for Harwich and all things historic was appreciated, and we will miss her input on our Committee. Additionally, we would like to thank our former assistant Melyssa Millett, our current assistant Patti Macura, Elaine Banta, and Jon Idman for their continued support of our Commission. We look forward to continuing to work with them in 2022.

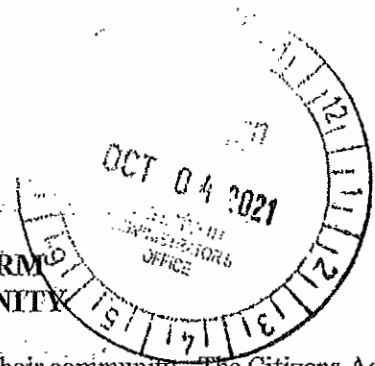
Very truly yours,


Mary A. Maslowski

Recommendations from the Board of Selectmen Interview Committee

Following posted interviews held on Wednesday, December 8, 2021 we would like to recommend to the Board the following appointments:

<u>Applicant:</u>	<u>Vacancy</u>	<u>Term/Recommendation</u>
Eileen Garrity	Harwich Accessibility Rights Committee	Recommend Appointment to Full Position Term to Expire 6.30.2023
Phyllis Thomason	Recreation & Youth Commission	Recommend Appointment to Full Position Term to Expire 6.30.2023
Martha Donovan	Capital Outlay Committee	Recommend Appointment to Full Position – Selectmen’s Appointee Term to Expire 6.30.2023
Wayne Coulson	Conservation Commission	Recommend Appointment to Alternate Position Term to Expire 6.30.2024



**CITIZENS ACTIVITY RECORD FORM
ACT NOW -- SERVE YOUR COMMUNITY**

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

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

**CITIZENS ACTIVITY RECORD PROGRAM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name: Eileen GARRITY Email: _____
Street/P.O. Box _____ Town/Zip: 02646
Email: _____ Telephone: _____
Occupation: retired

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

* Please include a resume with form

CITIZENS ACTIVITY RECORD FORM
ACT NOW -- SERVE YOUR COMMUNITY - cont

EDUCATIONS BACKGROUND:

degrees: Bachelor Degree - Nursing
Certified Nurse Executive / American Nurses Association
Masters Degree - Nursing / Psychiatry & Mental Health
Master of Business Administration
Certified Nursing & MD Board of Appeals
Certified / Project Management

RELEVANT SKILLS:

excellent listening skills, problem solving and project management; managing / problem solving with staff and operations

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I was encouraged by Harwich neighbors to apply after speaking with other Harwich citizens to help fill positions on board.



**CITIZENS ACTIVITY VACANCY FORM
ACT NOW -- SERVE YOUR COMMUNITY**

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

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

**CITIZENS ACTIVITY VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name: Phyllis Thomason Street/P.O. Box: _____
Town/Zip: _____ Telephone: _____
Email: _____ Occupation: Registered Dietitian / Retired

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

* Please include a resume with form

EDUCATIONAL BACKGROUND:

B.S. in Business Education, Bryant College
1971 Smithfield, RI

M.S. in Food + Nutrition, Framingham State Univ.
Framingham, MA

RELEVANT SKILLS:

3 years elected member of Park, Recreation,
Cemetery, and Tree Commission
Wayland, MA (last year was Rec. Comm.
only as town instituted DPW)

Registered Dietitian, with some background
in sports nutrition and weight manage-
ment - lead to realizing importance
of promoting recreation + physical
activity

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

Harwich is a great town for recreation opportunities
for its citizens and guests - providing far more
than neighboring towns. I would like the
progress to continue and expand opportunities
for all ages and abilities. Also, I worked part-
time for a while in the Sustainability Directorate
at the Army facility in Natick, Mass where
I continued to develop my interest in
physical fitness and nutrition.



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

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

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

**CITIZEN'S COMMITTEE VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name Martha Donovan Street/P.O. Box _____ n Harwich Zip 02645
Occupation Retired Email _____ Telephone _____

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

* Please include a resume with form

EDUCATIONAL BACKGROUND:

BS Accounting - University of Lowell (UMASS)
MBA, Babson College

RELEVANT SKILLS:

Experienced Finance + Investment professional
(see attached resume)

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

In my recent dealings with the Town on Wastewater, I've seen how much the town relies on volunteers to support the work of town officials to assist in their ability to get things done. Since my retirement, I've wanted to volunteer in a meaningful way to help the local community. I believe with my background and skill set, the opportunity on the Finance Committee would be a good fit.

MARTHA A. DONOVAN

Experience:

2018-present: Retired

2004- 2018: State Street Global Advisors (SSGA), Head of Client Service, Outsourced Chief Investment Officer (OCIO) Business

- Provide advice to clients on asset allocation (strategic and tactical), open architecture manager selection, administration, and governance issues
- Clients include; Defined Benefit, Defined Contribution and Endowment and Foundation clients who have delegated responsibility under an OCIO or Investment Solutions framework
- Present and recommend findings of asset/liability studies, spending analysis, de-risking and Liability Driven Investing (LDI) approach
- Draft legal contracts, client investment policy statements, investment guidelines and educational topics
- Create sales standards, marketing materials, case studies and business overviews
- Responsible for new business opportunities as a subject matter expert on OCIO and present at conferences
- Client assets range in size from \$15 million to \$4 billion

Other:

- **Fidelity**, Independent Consultant
- **Kingsbury Wax Bova**, Executive Recruiter
- **Putnam Investments**, Vice President, Assistant Chief Administrative Officer
- **CBS Inc.**, Assistant Treasurer, Vice President and Treasurer of Granite Holdings
- **Primerica Corporation**, Special Assignment, Treasury Department, Internal Audit
- **Computervision Corporation**, Senior Budget/International Financial Analyst
- **Honeywell, Inc.**, Senior Financial Administrator

Education:

MBA, Babson College

BS in Accounting, University of Lowell

Activities:

Pleasant Bay Homeowner's Association – Secretary (2019 – Present), Treasurer (2010-2015)

Animal Rescue League – (2018-2020) Volunteer

Financial Executives Networking Group (FENG) – Member (2002-Present)

Executive Women's Golf Association (EWGA) – Board of Directors, Secretary, Events Committee, League Member, Timmerman Zick Award Winner for Leadership (1999-2004).

Babson College - Undergraduate Coaching Program (2000-2003)

Student Sponsorship Program, New York, NY (1990-1994)



**CITIZENS ACTIVITY VACANCY FORM
ACT NOW -- SERVE YOUR COMMUNITY**

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

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

**CITIZENS ACTIVITY VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name: WAYNE COULSON
Town/Zip: HARWICH 02645
Email: _____

Street/P.O. Box: _____

Telephone _____

Occupation: RETIRED CONSTRUCTION / CRANES/ERECTOR GROWER

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

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

OTHER

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

RECREATION

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

* Please include a resume with form

BAEK

EDUCATIONAL BACKGROUND:

12 YRS HARWICH SCHOOL SYSTEM

2 YRS U.S. NAVY SEABEES

8 YRS REAL ESTATE SALESMAN IN THE 80'S

RELEVANT SKILLS:

60± YEARS DIFFERENT FORMS OF CONSTRUCTION

10 YEARS ON THE CONSERVATION COMMISSION, STARTING AS A MEMBER THEN VICE CHAIRMAN THEN CHAIRMAN 80'S-90'S
I HAVE LOTS OF KNOWLEDGE OF THE WETLANDS IN HARWICH AND UPLAND

LOTS OF KNOWLEDGE OF CONSTRUCTION PLANS, CONTORS ETC.
AS I WORKED FOR ROBERT OUR. CO. FOR 28± YEARS AS A EQUIPMENT OPERATOR

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I FEEL I COULD BE HELD TO THE TOWN, IT SEEMS THINGS ARE GETTING MORE COMPLEX ALL THE TIME

I AM RETIRED NOW SO I HAVE LOTS OF TIME.

Harwich Cultural Center Gymnasium

Recreation Department Uses

- Adult Pickle Ball Program- 100-150 registrants
 - Monday, Wednesday, Friday 8am-12pm
 - \$35 Residents/\$50 Grandfathered Non-Residents
 - \$10 per registration fee goes to Cultural Center
 - Rest of registration fee goes to Recreation Dept. Revolving Fund
 - Recreation Revolving Fund Expenses- Pickle Ball Revolving Fund Monitor Employee, pickle ball nets, pickle balls, first aid equipment etc.
 - After School Program- Spring- 20 registrants per weekday
 - Monday thru Friday- school dismissal-5pm- 8 week session
 - \$100 per session
 - \$10 per registration fee goes to Cultural Center
 - Rest of registration fee goes to Recreation Dept. Revolving Fund
 - Recreation Revolving Fund Expenses- After School Program Activity Coordinators, program equipment, first aid supplies, arts and craft supplies
- *Winter After School Program currently being held at Community Center

Other Current Uses

- Harwich Police Department Futsal League
 - Saturdays through Winter Season
 - Free Program

Private Gymnasium Bookings Suggested Fee Schedule

- **\$100 per Use**
- **Use equals 3 hours of Gymnasium time**
- **Fee is consistent with previous fee schedule for Cultural Center Gymnasium**

HARWICH CULTURAL CENTER

204 SISSON RD., HARWICH, MA 02645 | (774) 212-3482 | CULTURALCENTER@TOWNOFHARWICH.US

APPLICATION FOR EVENT USE

Applicant _____

Organization _____

Phone _____ Email _____

Mailing Address _____

1. Space: LIBRARY AUDITORIUM MUSIC ROOM CAFETERIA COURTYARD FRONT LAWN

2. Purpose of Use: _____

3. Date(s) & Day(s) of the Week _____

4. Event Fees: Booked at **\$100 per 3-hours increments**, include set-up and clean-up in your booking time.

Preparation/Clean-up Time From _____ a.m. / p.m. To _____ a.m. / p.m.

Time of Event From _____ a.m. / p.m. To _____ a.m. / p.m.

5. Approximate Number to Attend _____

6. Crowd Manager: NO YES If YES, name of crowd manager: _____

7. Admission Fee: NO YES If YES, price: Adult \$ _____ Child \$ _____

Is there an online ticket website available? _____

8. Will you have entertainment? If so, who? _____

9. Does this organization carry liability insurance? NO YES

If yes, please attach Certificate of Insurance and indicate amount

\$

10. Is a Police Detail required for this event? NO YES

11. Are you aware of our non-smoking / no alcohol policies? NO YES

12. Will you have a clean-up / set-up crew? (Required**) NO YES

13. Does this organization grant permission to put this event on our Facebook page, website, once a month digital newsletter, and/or Harwich Channel 18 Community Journal? NO YES

If **YES**, please email a brief but complete description of the event, pricing, contact information, and a one digital image to: **culturalcenter@townofharwich.us**. Descriptions are due on the 15th of the month prior to the event for monthly inclusion.

YOU MUST CONFIRM ARRIVAL TIME AND SETUP 7 BUSINESS DAYS PRIOR TO THE EVENT RENTAL

To be filled out by the Harwich Cultural Center Date Received:

Fee Paid:

HARWICH CULTURAL CENTER

204 SISSON RD., HARWICH, MA 02645 | (774) 212-3482

RENTAL AGREEMENT

1. Applicant must have read and will follow Harwich Cultural Center use policy.
2. Rental application MUST be presented with payment by check or credit card.
3. All renters take full responsibility for the entire facility.
4. The building MUST be cleaned and vacated by designated time.
5. All renters MUST have 2 contact persons.
6. Renters MUST leave the facility as they find it both clean and in order both inside and outside.
7. Renter is responsible for set-up and breakdown of the room rented.
8. A Town of Harwich staff person MUST be present at the event.
9. Certificate of Liability MUST accompany the fee/payment.
10. No alcohol or smoking is permitted on the premises.
11. No overnight parking is permitted.
12. The applicant is responsible for all damages.
13. The Town of Harwich will not be responsible for any sudden or unforeseen malfunctions of equipment.
14. The Town of Harwich is not liable for damages to the applicants and/or their guests including consequential and incidental damages that might result from a malfunction of equipment.
15. The renter will not hold the Town of Harwich responsible for any and all lawsuits for damages caused by the use of the premises of the applicant.
16. All charges must be confirmed 7 business days prior to the event. A \$50 administrative fee will be charged in the event is cancelled with less than 7 business days notice.
17. Upon acceptance of this application, the applicant will be granted permission for use of the facility for the sole purpose and times set forth and agreed to unless otherwise stipulated.
18. Final Payment is due 7 business days prior to the event.
19. All rates are subject to change at the discretion of the Town of Harwich, and agreed upon by the applicant.
20. This agreement is license only, and can be terminated at will by the Town of Harwich or its representatives.

I (we) the undersigned do forever release, acquit, discharge, and covenant to hold harmless the Town of Harwich, a municipal corporation of the Commonwealth of Massachusetts, and its successors, departments, officers, employees, servants and agents (i.e. its representatives), of any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, directly or indirectly, all known and unknown personal injuries or property damage which may arise out of the use of the Harwich Cultural Center by me (us) the organization I represent, now or hereafter; FURTHERMORE, I hereby agree to protect the Town of Harwich and its representatives against any claim for damages, compensation or otherwise growing out of or resulting from injury in connection with my (our) organization's use of the Harwich Cultural Center for the activity(ies) during the period(s) under this agreement, and to INDEMNIFY, reimburse or make good to the Town of Harwich or its representatives any loss or damage or costs, including attorneys' fees, the Town of Harwich or its representatives may have to pay if any litigation arises from the activity(ies) during the period(s) under this agreement.

Signature #1: _____

Date: _____

Contact Person #1: _____

Phone: _____

Signature #2: _____

Date: _____

Contact Person #2: _____

Phone: _____

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
BOARD OF SELECTMEN**

RESOLUTION

A resolution by the Town of Harwich to create Two State-authorized cultural districts for at least (5) years to be named: Harwich Center and Harwich Port Cultural Districts.

December 20, 2021

WHEREAS the Town of Harwich wishes to establish (2) Two State-authorized cultural districts. Those districts will be known as Harwich Center Cultural District and Harwich Port Cultural District.

WHEREAS the Town of Harwich has a mixed-use geographical area that has a concentration of cultural facilities and assets, and economic partners

WHEREAS the Town of Harwich acting through its Board of Selectmen voted at a duly posted public meeting held on February 26, 2018, with the MA Cultural Council to establish (2) Two State-authorized Cultural Districts in Harwich Center, and Harwich Port.

WHEREAS a broad and diverse group of stakeholders had agreed to come together in partnership to provide oversight for the districts in order to promote cultural, community, and economic development in Harwich Center, and Harwich Port

WHEREAS the Massachusetts Cultural Council will be petitioned in accordance with its guidelines and criteria to designate said Cultural Districts

NOW BE IT RESOLVED that the Board of Selectmen of Harwich, Massachusetts hereby

Article 1. Endorses the submission of this application and agrees to foster the development of two cultural districts.

Article 2. Endorses the state-sponsored cultural district goals of attracting artists and cultural enterprises, encouraging business and job development, establishing visitor destinations, preserving and reusing historic buildings, enhancing property values, and fostering cultural and economic development.

Article 3. Will appoint a Town official to represent the Town within the District partnership of said Cultural Districts.

Article 4. Encourages all Harwich residents and businesses to involve themselves and participate in the full development of the two Cultural Districts.

Article 5. Requests that Town departments and agencies take appropriate steps to support and enhance the development of the Harwich Center and Harwich Port Cultural Districts in order to foster a flourishing cultural community in our Town.



HARWICH BOARD OF SELECTMEN

by a unanimous vote. Mr. Howell moved to accept the resignation of John Rosetti effective immediately from the Conservation Commission. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote. Mr. Howell moved to accept the appointment of Mark Coleman to the Conservation Commission with an expiration date of 6/30/19 and James Donovan as a full member of the Conservation Commission with a term to end 6/30/18. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

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

A. Discussion on Articles 34-37 relative to marijuana establishments/temporary moratorium/special permit use

Ms. Greenhalgh, Town Planner, provided the attached slide presentation clarifying the four articles being presented at Town Meeting. She took questions from the Board about the host agreement and took comments from Chief Clarke on research regarding effects of marijuana on adolescent brains. Chief Guillemette encouraged people to look at the reports coming out of Colorado and Washington and said it's very clear what the negative impacts are. He discussed the negative impacts on the youth of Harwich and on the community as a whole. Mr. Clark thanked the Board for supporting the department heads on this. The Board took comments from Mr. Sherry.

NEW BUSINESS

A. Financial Plan for the pet crematory – Carol Coppola/Robbin Kelley

Ms. Kelley described the proposed project plan and Ms. Coppola outlined the estimated costs and shared the cost modules. Ms. Coppola indicated that they are leaning toward a 20 year bond. She outlined the costs and debt payment and said we will be able to cover its costs in 2024. Ms. Kelley discussed estimated pricing. Ms. Kelley said she would be performing the work but if it gets busier they would need to hire another employee. They took questions from the Board on the maintenance component for equipment, costs, and end users including veterinarians and residents. Mr. Clark noted that Ms. Kelley's office would be relocated down there. He outlined the article and related ballot question noting that it is a debt exclusion. He recommended the 20 year bond based on the life cycle of the building and commented that the numbers being provided are very conservative. Chairman MacAskill asked what the proposal is for labor. Mr. Clark said it would not be his recommendation to hire someone else but rather to use the DPW employees who currently assist in burials and utilize some of the revenue to offset some of these labor costs. Ms. Kelley said when the equipment is delivered they will train up to 5 employees on the equipment and several DPW employees have expressed interest in being trained in this. The Board took comments from Mr. Gunderson who spoke against the project. He said the Town shouldn't be using taxpayer dollars to build and operate a business that competes with private enterprise as it is not an appropriate use of public funds.

OLD BUSINESS

A. Participation in pursuing opioid litigation

Chairman MacAskill said that Mr. Giorgio had provided an overview of this at a recent meeting at which time Ms. Brown and Mr. Ballantine were not present so the item was brought back to the Board. Mr. Ballantine said he reviewed the presentation and said it is not clear to him how this changes the outcome and he added that the responsibility lies with the distributors, doctors, hospitals, caregivers

and users. He had concerns about reimbursements in the case of a non-monetary settlement. He said going forward with this would contribute to health care costs. Ms. Brown said she watched the presentation as well and she commented that it was a good idea because we have nothing to lose and right now we're getting nothing. Mr. Howell said he shares Mr. Ballantine concerns and said it does make a comment about appropriation at Town Meeting after they promise that there would be no expense to us. He commented that it will make the lawyers rich but doubts it will give us much of anything. Ms. Kavanagh said that she sees this as an opportunity to send a message to the pharmaceutical companies and agreed with Ms. Brown that it is better than nothing. Chairman MacAskill said we have no idea what our damages are. He said he asked Mr. Giorgio why we are suing the companies rather than the doctors and Mr. Giorgio responded that the companies have the deepest pockets and part of our problem with society is suing people with the deepest pockets and hoping for a settlement. He questioned how we are going to find out what our costs are and the burden of proof is so high here and the lawyers are going to get the bulk of the money. Mr. Howell pointed out that you can't legally get opioids without a prescription so somebody else was in that process and we aren't suing them. He commented that it is hard to believe that we would come out of this with any sort of moral or monetary victory. Mr. Howell moved that we not enter into the lawsuit agreement. Mr. Ballantine seconded the motion but questioned if we need a positive motion and Chairman MacAskill agreed. Mr. Howell withdrew his motion and Mr. Ballantine withdrew his second. Mr. Clark encouraged the Board to take a vote for the record. Mr. Howell moved that we not participate in the lawsuit. Mr. Ballantine seconded the motion and the motion carried by a 3-2-0 vote with Ms. Brown and Ms. Kavanagh in opposition.

B. ATM Warrant – Assignment of Articles

Chairman MacAskill asked that the Board email him if they have particular articles of interest but beyond that he would be assigning articles.

TOWN ADMINISTRATOR'S REPORT

A. CDM Smith Wastewater Brochure

Mr. Clark reported that he and Mr. Ballantine attended a wastewater meeting on Saturday and brought back the materials that are in the Board's packets including the 4 page brochure. Mr. Ballantine moved that we approve the brochures so we can get those out and go from there. The motion wasn't seconded. Mr. Howell said it still does not address the questions of the homeowners. Mr. Ballantine said we will need to answer those questions before we get to Town Meeting. Chairman MacAskill said adding these diagrams certainly answers some of the questions that came to the Wastewater Support Committee. He recommended getting as much information as we can out there now. He said we aren't going to get to these questions right away. He asked Mr. Clark to find out what CDM Smith is charging us for this brochure by next meeting. He said a lot of the questions will be answered at the April 19th meeting. Mr. Ballantine moved to support the brochure and publish it. Ms. Brown seconded the motion and the motion carried by a 4-0-1 vote with Mr. Howell abstaining from the vote.

B. Wastewater Articles

Mr. Clark outlined the wastewater articles.

C. RFPs for Saquatucket Snack Shack and Bank Street Property

National Opioid Settlement

Executive Summary [Subject to ongoing corrections and updates]

Nationwide settlements have been reached to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These settlements will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

If the proposed settlements are fully adopted by states and subdivisions nationwide:

- The Distributors will pay a maximum of \$21 billion over 18 years, while J&J will pay a maximum of \$5 billion over no more than nine years, with approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions.^[1] Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the Opioid Epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.
- The Distributors will make an initial deposit of funds into escrow by the end of September 2021, with additional deposits by J&J and the Distributors in early Summer of 2022.
- Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling State meets certain requirements. The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.
- The settlements will allow for a broad range of approved abatement uses by state and local governments. Developed in consultation with the nation’s leading public health experts, the list of pre-approved uses includes a wide range of intervention, treatment, education, and recovery services so that state and local governments can decide what will best serve their communities. It is anticipated that entire communities will benefit from the effects of the opioid-remediation efforts funded by the settlements and the injunctive relief the settlements provide.
- In addition to billions of dollars for abatement, the agreements also provide for injunctive relief that requires important changes to the Distributors’ and J&J’s conduct to better protect our nation’s health and welfare. This reform package includes the creation of a groundbreaking clearinghouse through which the Distributors will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious Opioids orders. In addition, J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020)

will not market or sell any Opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years. J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

- Less than 10% of the settlement proceeds will be earmarked to compensate private lawyers who have been prosecuting Opioids cases on behalf of state and local governments for several years and have incurred substantial out of pocket costs. Compensation will occur through an application procedure overseen by court-appointed arbiters. An additional sum is provided to settling States that did not hire outside counsel, to use towards furthering the abatement goal and to defray their investigation and litigation costs.

These are not class action “opt out” settlements. Instead, these settlements require that a critical mass of both state and local governments “opt in” over the next six months. The extent of this participation will determine whether the settlement agreements take effect. The Distributors and J&J on the one hand, and the states and subdivisions on the other, each have options to walk away if they are not satisfied with levels of participation. Participation levels also affect how much money settling parties will receive because about half of the abatement funds are in the form of “incentive payments” and certain other settlement provisions also provide incentives for higher levels of participation. Put simply, the greater the level of participation, the more funds will ultimately be paid out for abatement.

The Tribes, the Distributors, and J&J are also working toward resolution of Tribal Opioids claims through mediations under the auspices of the MDL court.

The agreements with the Distributors and J&J are the culmination of almost three years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs’ Executive Committee and Negotiation Committee comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Distributors and J&J, facilitated by Judge Dan Polster (who oversees the federal MDL litigation) and by the Special Masters appointed by the MDL Court.

The agreements, if adopted, will not settle or release any claims brought by private parties, including private individuals, private hospitals, or private third-party payers.

[1] West Virginia previously settled with the Distributors in an unrelated settlement. A portion of the Distributors’ settlement funds (\$491 million) is treated as a credit toward potential settlements with West Virginia subdivisions and with Tribes. For J&J’s agreement, a portion of the settlement funds (\$270 million) is treated as a credit for Oklahoma (which obtained a trial verdict against J&J), the Tribes, and other litigation cost for non-participating entities.

ALERTS | Show Coronavirus Update ▼

Mass.gov

Frequently Asked Questions About Statewide Settlements With Opioid Distributors and Johnson & Johnson

Your municipality should have recently received a notice about two national opioid settlements. This page provides answers to frequently asked questions regarding the notice and the settlements.

TABLE OF CONTENTS

[\(1\) My municipality received a Notice in the mail about two Opioid Settlements. Is it real?](#)

[\(#\(1\)-my-municipality-received-a-notice-in-the-mail-about-two-opioid-settlements.-is-it-real?-\)](#)

[\(2\) Has the State joined the Settlements?](#) [\(#\(2\)-has-the-state-joined-the-settlements?-\)](#)

[\(3\) If my municipality joins, will it receive direct payments?](#)

[\(#\(3\)-if-my-municipality-joins,-will-it-receive-direct-payments?-\)](#)

[\(4\) If my municipality joins, how much of the Abatement Funds will it receive?](#)

[\(#\(4\)-if-my-municipality-joins,-how-much-of-the-abatement-funds-will-it-receive?-\)](#)

[\(5\) How were those percentages set?](#) [\(#\(5\)-how-were-those-percentages-set?-\)](#)

[\(6\) How can my municipality join the Settlements?](#) [\(#\(6\)-how-can-my-municipality-join-the-settlements?-\)](#)

[\(7\) Is there a deadline for returning the Subdivision Settlement Participation Forms?](#)

[\(#\(7\)-is-there-a-deadline-for-returning-the-subdivision-settlement-participation-forms?-\)](#)

[\(8\) Where will the statewide Abatement Funds go?](#) [\(#\(8\)-where-will-the-statewide-abatement-funds-go?-\)](#)

[\(9\) Do municipalities have a role in the statewide Opioid Recovery and Remediation Fund?](#)

[\(#\(9\)-do-municipalities-have-a-role-in-the-statewide-opioid-recovery-and-remediation-fund?-\)](#)

[\(10\) What about attorney's fees?](#) [\(#\(10\)-what-about-attorney's-fees?-\)](#)

[show more ▼](#)

0

(1) My municipality received a Notice in the mail about two Opioid Settlements. Is it real?

Yes. The [Notice](/doc/sept-24-2021-notice-regarding-national-opioids-settlement) your municipality received relates to two [Settlements](/lists/national-opioid-settlements-with-distributors-and-jj) resolving opioid claims against the nation's 3 largest distributors, Cardinal, McKesson and Amerisource Bergen, and opioid-maker Johnson & Johnson ("**the Settlements**") for their role in the opioid epidemic. The Notice went out to all Massachusetts cities and towns.

Under the Settlements, the State and its municipalities stand to receive [up to \\$537 million](/doc/maximum-potential-abatement-payments-into-massachusetts) ("**Abatement Funds**") to abate the opioid epidemic over the next 18 years, starting in early to mid-2022. The more municipalities that join, the more the [Distributors](https://nationalopioidsettlement.com/wp-content/uploads/2021/08/Incentives-Distributors.pdf) and [J&J](https://nationalopioidsettlement.com/wp-content/uploads/2021/08/Incentives-JandJ.pdf) will pay under the Settlements.

(2) Has the State joined the Settlements?

Yes. Massachusetts Attorney General Maura Healey, together with the majority of state Attorneys General across the country have signed on to the Settlements. Those AGs and [lawyers representing thousands of municipalities](/doc/jan-3-2018-order-appointing-plaintiffs-executive-committee-in-national-opioid-litigation) in the national opioid litigation [strongly encourage](/doc/july-21-2021-plaintiffs-executive-committee-press-release-re-national-opioid-settlement) municipalities to join.

Municipalities that join will be helping to bring additional abatement resources to communities and families throughout the state for substance use prevention, harm reduction, treatment, and recovery.

(3) If my municipality joins, will it receive direct payments?

Yes. Massachusetts municipalities that join the Settlements will receive direct annual payments to expend on municipal abatement strategies developed with input from public health experts, municipal leaders, and families affected by the crisis.

(4) If my municipality joins, how much of the Abatement Funds will it receive?

Under the default terms of the national Settlements, Massachusetts municipalities that join the Settlements would directly receive 15% of the total Abatement Funds, [divided among the municipalities in the percentages reflected in the Settlements](/doc/allocation-percentages-for-municipal-abatement-funds). We anticipate Massachusetts municipalities will receive considerably more than the 15% default. We are still working through the specifics and plan to update this FAQ.

(5) How were those percentages set?

Lawyers and experts in the national opioid litigation developed the allocation model based on nationally available federal data on opioid use disorder, overdose deaths and 2006-2016 opioid shipments into

Massachusetts, by region and community.

(6) How can my municipality join the Settlements?

Municipalities can join the Settlements by sending their completed [Subdivision Settlement Participation Form \(/lists/subdivision-settlement-participation-forms\)](#) (with an original signature) to:

Commonwealth of Massachusetts

Office of the Attorney General

Attn: Opioid Settlement Team

One Ashburton Place

Boston, MA 02108

Alternatively, municipalities may complete their Subdivision Settlement Participation Forms electronically via DocuSign after [registering online \(https://settlement-registration.web.app/\)](https://settlement-registration.web.app/) using their municipality's unique registration code. Once a municipality is registered, it will be provided instructions regarding how to complete and submit the required participation forms online. Please note that this is a 2-step process and there can be short delay between registering and receiving the participation forms/completing the process. Municipalities that need their unique registration code can request it by emailing MAOpioidSettlements@mass.gov (<mailto:MAOpioidSettlements@mass.gov>).

(7) Is there a deadline for returning the Subdivision Settlement Participation Forms?

Municipalities should return their Subdivision Settlement Participation Forms by January 2, 2022.

Municipalities that anticipate joining but will not be able to submit a Subdivision Settlement Participation Form by January 2, 2022, should notify the AG's office by sending an email to MAOpioidSettlements@mass.gov (<mailto:MAOpioidSettlements@mass.gov>) as soon as possible.

(8) Where will the statewide Abatement Funds go?

Abatement Funds that are not distributed directly to municipalities will go to the recently-created [statewide Opioid Recovery and Remediation Fund \(/service-details/opioid-recovery-and-remediation-fund-advisory-council-statute\)](#) to fund additional prevention, harm reduction, treatment, and recovery programs throughout Massachusetts.

The Attorney General has already directed more than \$11 million to the Fund from other state opioid settlements.

(9) Do municipalities have a role in the statewide Opioid Recovery and Remediation Fund?

Yes. The Fund is overseen by the state's Executive Office of Health and Human Services together with a [Council comprised of 10 municipal appointees appointed by the Massachusetts Municipal Association and 10 state appointees](#) (</service-details/opioid-recovery-and-remediation-fund-advisory-council-members>). The appointees are qualified by experience and expertise regarding opioid use disorder.

In its first year, the Council met four times and focused on reviewing the scope of the opioid crisis in Massachusetts, the existing landscape of substance use prevention and treatment programming in Massachusetts, and opportunities to address racial and geographic inequities in substance use prevention and treatment. The Council dedicated significant time to developing a set of principles for future expenditures from the Fund.

On September 30, 2021, the Council voted unanimously to approve a [proposal](#) (</doc/orrf-advisory-council-meeting-presentation-93021-0/download>), based on suggestions and feedback provided by the Council, to spend \$10 million from the Fund to expand harm reduction services, increase access to methadone, expand supportive housing, and fund outreach teams to provide treatment, rehabilitation, and supportive services in home and community settings. The Council filed its [first Annual Report](#) (</doc/orrf-advisory-council-annual-report-2020-0/download>) on October 1, 2021.

(10) What about attorney's fees?

Some municipalities in Massachusetts and other States retained attorneys on a contingency fee basis to file opioid litigation. The national Settlements establish a \$1.6 billion Attorney Fee Fund and \$200 million Cost Fund for attorneys representing municipalities that join the Settlements. [The Settlements require attorneys who recover from those funds to waive enforcement of their contingency fee entitlements](#) (</lists/relevant-excerpt-from-ex-r-of-the-settlements>) as to all of their clients and notify their clients accordingly.

The state's investigation and litigation against the opioid industry is handled by government lawyers in AG Healey's office. No money from these Settlements will go to pay any state lawyers.

(11) Where can I get more information about the Settlements?

Municipalities that retained attorneys to file opioid litigation should consult their attorneys.

To speak with someone on the Attorney General's opioids team, email MAOpioidSettlements@mass.gov (<mailto:MAOpioidSettlements@mass.gov>).

Additional settlement-related information is available at <https://nationalopioidsettlement.com/> (<https://nationalopioidsettlement.com/>).

Check back for updates to this FAQ.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, Town Administrator

Meggan M. Eldredge, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Joseph F. Powers, Town Administrator

CC: Board of Selectmen

From: Meggan Eldredge, Assistant Town Administrator *MEB*

Date: December 17, 2021

RE: Sale of 5 Bells Neck Property

As requested, herein is an outline of the research performed in regards to the 5 Bells Neck property as it relates to Article 17 of the 2021 Annual Town Meeting which read:

Authorize the sale of 5 Bells Neck Road

Article 17: To see if the Town will vote to transfer the care, custody, management and control of the Town-owned property with the building thereon located at 5 Bells Neck Road from the Board of Selectmen for the purpose of leasing to a nonprofit for affordable and market-rate housing and for arts, cultural, educational or other purposes to the Board of Selectmen for the purpose of conveyance, and to authorize the Board of Selectmen to convey said property on such terms and conditions and for such consideration and purposes as the Board deems in the best interest of the Town, which may include reserving or obtaining a historic preservation restriction on said property, and to hereby rescind the terms, conditions and restrictions placed on the disposition of said property by the votes taken under Article 60 of the 2006 Annual Town Meeting and Article 12 of the Special Town Meeting of May, or to act fully thereon. By request of the Board of Selectmen.

Explanation: Previous efforts to lease this property were not successful. This article would allow the Board of Selectmen to seek Requests for Proposals (RFP) for the outright sale of this property in light of recent interest from several local groups to acquire the property.

This article was unanimously approved with the following motion:

I move that this article be accepted and adopted as printed in the Warrant except that the date of 2008 be added after May in the next to last line.

The article and vote allow for the Board of Selectmen to convey the property for any purpose they deem in the best interest of the Town. A historic preservation restriction is not a requirement, however it can be an option of the Board to impose.

At your direction, I contacted the Office of the Inspector General to get an opinion on the legality of listing the 5 Bells Neck property through commercial avenues such as a private broker. After speaking with Neil Cohen from the Office of the Inspector General, I have learned that there is no prohibition to listing municipal property for sale through an MLS type of service. All MGL Chapter 30B requirement must be followed for the procurement of the broker as well as for the disposition of the surplus property.

Acquiring a professional to list and sell this property requires the solicitation of three written quotes from individuals or companies who customarily provide this service using a purchase description. Once a professional is chosen, a standard 30B contract would be required to be executed.

In addition to listing the property through a broker, the Town is required to follow standard 30B procedures for the disposition of real property. Seeing that this property is valued at greater than \$35,000.00, a Request for Proposals process is required. These procedures require advertising the property for sale in the local newspaper and in the *Central Register*. It is important to note that the solicitation for bids must include a rule for award and a bid opening date and time. This contracted broker must be aware of and follow the RFP process, including the submittal of sealed bids.

In summary, listing the property with a broker will allow for greater exposure of the RFP and potentially a greater amount of revenue. Careful instructions to the broker regarding the process will be required in order to maintain compliance with the State procurement laws.



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

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 SAT \$9 New application Annual # of seats 20
Renewal Seasonal Opening date _____

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name DENT DONUTS Phone 508-737-8129

Doing Business As (d/b/a) Dunkin Donuts

Business Address 481 RTE 29 HARWICH PORT, MA 02645

Mailing Address P.O. BOX 485 SOUTH DENNIS, MA 02660

Email Address _____

Name of Owner _____

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

Neal Faulkner CEO _____

Tony Placido VP _____

Courteney [Signature] GM _____
Signature of applicant & title Federal I.D. # _____

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

Courteney [Signature] By _____
Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

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



OFFICE OF THE SELECTMEN
732 MAIN ST., HARWICH, MA 02645
www.harwich-ma.gov
(508) 430-7513

LICENSE FOR: _____ CLASS I - AGENTS OR SELLERS
 X _____ CLASS II - USED CAR DEALERS
 _____ CLASS III - JUNK CAR DEALERS
 X _____ CLASS IV - AUTO REPAIRMAN

_____ NEW APPLICATION _____ RENEWAL FEE: \$100 each

BUSINESS NAME Bassil Brothers

D/B/A United gas PHONE 508 432 6940

BUSINESS ADDRESS 520 Rte 28

MAILING ADDRESS Harwich port Ma 02646

NAME OF OWNER Rubih Bassil

EMAIL ADDRESS Rbassilrubih@hotmail.com

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address
<u>Rubih Bassil</u>	<u>owner</u>	

[Signature]
Signature of applicant & title Federal I.D. #

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

[Signature]
Signature of individual or corporate name By Rubih Bassil
Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

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



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen
Joseph Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: December 15, 2021

SUBJECT: Police Response to Licensed Establishments in 2021

Mr. Powers and members of the Board:

Since the beginning of May 2021 to present I have sent 21 memos to the board describing potential violations of liquor license regulations that were investigated by the Harwich Police Department during the 2021 season. The following list represents the type of incidents that our officers responded to:

- *Noise from outside entertainment*
- *Noise from inside entertainment*
- *Disturbances*
- *Unruly crowds in the street at closing time*
- *Crowd noise at the establishment*
- *Unruly patrons*
- *Intoxicated patrons*
- *Intoxicated fighting patrons*
- *Public urination*
- *Intoxicated patron causing damage to property*
- *Intoxicated patron found sleeping in someone else's vehicle*
- *Intoxicated underage patron found sleeping in someone else's house*

- *Underage drinking in establishment*
- *Employees drinking in establishment after hours*
- *Leaving premises with open containers*

The police department has made every effort to be responsive to complaints and to investigate and document our findings and then forward those findings to the Board. If a hearing is deemed necessary the officers are made available to testify. So far this year alone the police department has spent over \$6,000 in overtime for officers attending show cause hearings for potential liquor regulation violations. The \$6,000 figure does not include my time, my administrative assistant's time or my Operations Lieutenants time. A conservative estimate of the total cost to the police department this year is around \$10,000

This is while the police department's budget is being cut and the department is facing a staffing shortage the likes of which has not been seen. The department is currently down 5 officers and that number could potentially grow to 8 by next summer which is when the police will once again be responding to incidents at licensed establishments.

I have watched this situation evolve over the last several years and I am convinced that the only thing that will reduce the number of complaints to the police department is lengthy suspensions of the liquor license for a confirmed violation and the modification of liquor licenses of repeat offenders to include the rolling back of hours of operation as mentioned in the Town of Harwich Liquor Regulations on page 17 section 1.17 item d.

Thank you for your consideration and I look forward to discussing this issue further with the Board.

2021 ANNUAL ENTERTAINMENT MATRIX

Business Name	Address	Seasonal/Annual	Weekday - Inside	Type of Entertainment	Weekday - Outside	Type of Entertainment	Sunday - Inside	Type of Entertainment	Sunday - Outside	Type of Entertainment
Cape Sea Grille	39 Sea Street	Annual	11 a.m. to 12 a.m.	Live or recorded music	None		None		None	
Ember	600 Route 28	Annual	10 a.m. to 12 a.m.	Live or recorded music w/ amplification	6 p.m. to 10 p.m.	Unamplified recorded or live acoustic music only	10 a.m. to 12 a.m.	Recorded or live music w/ amplification	6 p.m. to 10 p.m.	Unamplified recorded or live acoustic music only
400 East	1421 Route 39	Annual	5 p.m. to 12 a.m.	Live or recorded music	5 p.m. to 10 p.m.	Live or recorded music	None		2 p.m. to 6:00 p.m.	Recorded or live music w/ amplification
Harwich Inn & Tavern	77 Route 28	Annual	12 p.m. to 12 a.m. w/ windows & doors closed	Live or recorded music w/ amplification & dancing	4 p.m. to 8 p.m.	Live or recorded music w/ amplification & dancing	1 p.m. to 12 a.m.	Recorded or live music w/ amplification	None	
					Saturdays - 1 Day - 6/12,6/19,7/1	Live or recorded music w/ amplification & dancing				
Jake Rooney's	119 Brooks Road	Annual	5 p.m. to 12 a.m.	Live or recorded music	5 p.m. to 10 p.m.	Live or recorded music	5 p.m. to 9 p.m.	Recorded, live music, DJ and trivia	None	
Lanyard Bar & Grill	429 Route 28	Annual	12 p.m. to 12 a.m.	Live or recorded music w/ amplification & dancing	None		1 p.m. to 9 p.m.	Recorded or live music w/ amplification	1 p.m. to 9 p.m.	Recorded or live music w/ amplification
Villa Roma	278 Route 28	Annual	4:30 p.m. to 10 p.m.	Live or recorded music	None		None			



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

APPLICATION FOR WEEKDAY ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
 One day Entertainment (\$25)
 Batters Box (\$50)
 Go Carts (\$50)
 Miniature Golf (\$50)
 Trampolines (\$25)
 Theater (\$150 per cinema)
 Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each) Other _____
- New application _____
Renewal
Annual
Seasonal _____
Opening Date 11/12/22

Business Name Blue Stripe LLC db/a CapeSeagville Phone 508-432-4745
Business Address 31 Sea Street Harwich Port, MA 02646
Mailing Address PO Box 414 Harwich Port, MA 02646
Owners Name & Address Douglas + Jennifer Ramler
Email Address capeseagville@aol.com
Managers Name & Address Jennifer R. Ramler

REQUIRED - PLEASE PRINT

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
4pm - 11pm
- Location of entertainment (Inside and/or outside)
Inside
- Specific days if not applying for Monday through Saturday

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
 Dancing by Patrons
 Dancing by Entertainers or Performers
 Recorded or Live Music
 Use of Amplification System
 Theatrical Exhibit, Play or Moving Picture Show
 A Floor Show of Any Description
 A Light Show of Any Description
 Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes X No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Sunday - Saturday 11am - 11pm

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

M. R. Rander, Member _____ Federal I.D. # _____
Signature of applicant & title

Signature of individual or corporate name Federal I.D. #

Signature of Manager Federal I.D. #

Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature] _____ Carri D _____ [Signature] _____
Building Commissioner Board of Health Fire Department

[Signature] _____
Police Department Comments:

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



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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

<input checked="" type="checkbox"/> Music starting after 1:00 p.m.	Municipal Fee \$85	New application _____
<input type="checkbox"/> Music starting prior to 1:00 p.m.	Municipal Fee \$175	Renewal <input type="checkbox"/>
<input type="checkbox"/> Go Carts	Municipal Fee \$50	Annual <input checked="" type="checkbox"/>
<input type="checkbox"/> Miniature Golf	Municipal Fee \$50	Seasonal _____
<input type="checkbox"/> Trampolines	Municipal Fee \$25	Opening Date <u>11/20/22</u>
<input type="checkbox"/> Theater	Municipal Fee \$150 per cinema	
<input type="checkbox"/> Automatic Amusement	Municipal Fee \$100	
<input type="checkbox"/> Juke Box	Municipal Fee \$100 each	
<input type="checkbox"/> Video Games	Municipal Fee \$100 each	
Other _____		

*Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:

Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday **after** 1:00 p.m. - \$50
- Entertainment starting on Sunday **prior** to 1:00 p.m. - \$100

Business Name Blue Strip LLC Alpha Cape Sea Grille Phone 508-432-4745

Business Address 31 Sea Street Harwich Port, MA 02646

Mailing Address PO Box 414 Harwich Port, MA 02646

Owners Name & Address Douglas + Jennifer Ramler

Email Address CapeSeagrille@aol.com

Managers Name & Address Jennifer R. Ramler

REQUIRED - PLEASE PRINT BELOW

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment

1pm - 11pm

- Location of entertainment (Inside and/or outside)

Inside

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

Concert Dance Exhibition Cabaret Public Show Other

Dancing by Patrons

Dancing by Entertainers or Performers

Recorded or Live Music

Use of Amplification System

Theatrical Exhibit, Play or Moving Picture Show

A Floor Show of Any Description

___ A Light Show of Any Description

___ Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes X No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Sunday - Saturday 11am - 11pm

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

M. Plank, Member
Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

Comments:

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



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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

<input checked="" type="checkbox"/> Music starting after 1:00 p.m.	Municipal Fee \$85	New application _____
<input type="checkbox"/> Music starting prior to 1:00 p.m.	Municipal Fee \$175	Renewal <input checked="" type="checkbox"/> _____
<input type="checkbox"/> Go Carts	Municipal Fee \$50	Annual <input checked="" type="checkbox"/> _____
<input type="checkbox"/> Miniature Golf	Municipal Fee \$50	Seasonal _____
<input type="checkbox"/> Trampolines	Municipal Fee \$25	Opening Date <u>JAN 1, 2022</u>
<input type="checkbox"/> Theater	Municipal Fee \$150 per cinema	
<input type="checkbox"/> Automatic Amusement	Municipal Fee \$100	
<input type="checkbox"/> Juke Box	Municipal Fee \$100 each	
<input type="checkbox"/> Video Games	Municipal Fee \$100 each	

Other _____

*Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:
Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday **after** 1:00 p.m. - \$50
- Entertainment starting on Sunday **prior** to 1:00 p.m. - \$100

Business Name Ember Pizza INC Phone 508-430-0407
Business Address 600 ROUTE 28
Mailing Address HARWICH, MA 02646
Owners Name & Address _____
Email Address port-restaurant@hotmail.com
Managers Name & Address JUSTIN BRACKETT

REQUIRED - PLEASE PRINT BELOW

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment _____
- Location of entertainment (Inside and/or outside) _____

Sundays. Outside 1pm - 10pm. Inside 1pm - 12AM

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

Concert Dance Exhibition Cabaret Public Show Other
 Dancing by Patrons
 Dancing by Entertainers or Performers
 Recorded or Live Music
 Use of Amplification System
 Theatrical Exhibit, Play or Moving Picture Show
 A Floor Show of Any Description

A Light Show of Any Description

Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Seven days a week. 11Am - 1Am

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] President Federal I.D. # _____
Signature of applicant & title

Signature of individual or corporate name Federal I.D. # _____

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

[Signature] [Signature] [Signature]
Building Commissioner Board of Health Fire Department

[Signature] Comments:
Police Department

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



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

APPLICATION FOR WEEKDAY ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
 One day Entertainment (\$25)
 Batters Box (\$50)
 Go Carts (\$50)
 Miniature Golf (\$50)
 Trampolines (\$25)
 Theater (\$150 per cinema)
 Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each)

New application _____
Renewal
Annual
Seasonal _____
Opening Date JAN 1, 2022

Other _____

Business Name Ember Pizza Inc. Phone 508-430-0407

Business Address 6000 Route 28

Mailing Address Harwich, MA 02646

Owners Name & Address _____

Email Address port-restaurant@hotmail.com

Managers Name & Address Justin Breckitt

REQUIRED - PLEASE PRINT

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment

- Location of entertainment (Inside and/or outside)

- Specific days if not applying for Monday through Saturday

Monday - Saturday. Outside 11am - 10pm. Inside 11am - 12am

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order:

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Seven days a week 11Am - 1Am

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] President _____ Federal I.D. # _____
Signature of applicant & title

Signature of individual or corporate name Federal I.D. # _____

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

[Signature] _____ [Signature] _____ [Signature] _____
Building Commissioner Board of Health Fire Department

[Signature] _____
Police Department Comments:

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



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

APPLICATION FOR WEEKDAY ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Automatic Amusement:
- Juke Box (\$100 each)
- Video Games (\$100 each)

New application _____
Renewal _____
Annual _____
Seasonal _____
Opening Date _____

Other _____

Business Name 400 East Phone 508-432-1800

Business Address 1421 Orleans Rd., Harwich MA 02645

Mailing Address - same -

Owners Name & Address Gail Sluis

Email Address gail@theycoeast.com

Managers Name & Address Rich Hristov

REQUIRED - PLEASE PRINT

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
5pm - 10pm
- Location of entertainment (Inside and/or outside)
inside
- Specific days if not applying for Monday through Saturday
Mon - Sat

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Mon - Sun 11³⁰ am - midnight

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Paul Olus President
Signature of applicant & title Federal I.D. # _____

100 East Inc
Signature of individual or corporate name Federal I.D. # _____

[Signature]
Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

[Signature] Building Commissioner [Signature] Board of Health [Signature] Fire Department

[Signature] Police Department Comments: _____

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



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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

<input checked="" type="checkbox"/> Music starting after 1:00 p.m.	Municipal Fee \$85	New application _____
<input type="checkbox"/> Music starting prior to 1:00 p.m.	Municipal Fee \$175	Renewal <input checked="" type="checkbox"/>
<input type="checkbox"/> Go Carts	Municipal Fee \$50	Annual <input checked="" type="checkbox"/>
<input type="checkbox"/> Miniature Golf	Municipal Fee \$50	Seasonal _____
<input type="checkbox"/> Trampolines	Municipal Fee \$25	Opening Date _____
<input type="checkbox"/> Theater	Municipal Fee \$150 per cinema	
<input type="checkbox"/> Automatic Amusement	Municipal Fee \$100	
<input type="checkbox"/> Juke Box	Municipal Fee \$100 each	
<input type="checkbox"/> Video Games	Municipal Fee \$100 each	
Other _____		

*Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:

Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday **after** 1:00 p.m. - \$50
- Entertainment starting on Sunday **prior** to 1:00 p.m. - \$100

Business Name 400 East Inc Phone 508-432-1800
Business Address 1421 Orleans Rd. Harwich MA 02645
Mailing Address - same -
Owners Name & Address Gali Sluis
Email Address gali@the400east.com
Managers Name & Address Rich Hristov

REQUIRED - PLEASE PRINT BELOW

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
5pm - 10pm
- Location of entertainment (Inside and/or outside)
inside

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description

___ A Light Show of Any Description

___ Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order:

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Mon - Sun 11³⁰ am - midnight

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] President
Signature of applicant & title Federal I.D. #

1100 East Inc
Signature of individual or corporate name Federal I.D. #

[Signature]
Signature of Manager Federal I.D. #

Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature] Building Commissioner [Signature] Board of Health [Signature] Fire Department

[Signature] Police Department Comments:

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



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

APPLICATION FOR WEEKDAY ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Automatic Amusement:
- Juke Box (\$100 each)
- Video Games (\$100 each)

- New application _____
- Renewal
- Annual _____
- Seasonal _____
- Opening Date _____

Other _____

Business Name Hot Store Saloon Phone 508-432-9911
Business Address 551 Rt 28 / Harwich Port, MA / 02646
Mailing Address SAME
Owners Name & Address Gabe Lidner
Email Address Mgt@hotstoresaloon.com
Managers Name & Address _____

REQUIRED - PLEASE PRINT

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
9 PM to 12 AM
- Location of entertainment (Inside and/or outside)
Inside
- Specific days if not applying for Monday through Saturday
Friday, Saturday

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert
- Dance
- Exhibition
- Cabaret
- Public Show
- Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded



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

APPLICATION FOR WEEKDAY ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Automatic Amusement:
- Juke Box (\$100 each)
- Video Games (\$100 each)

New application _____
Renewal _____
Annual _____
Seasonal _____
Opening Date _____

Other _____

Business Name Harwich Inn + Tavern Phone _____
Business Address 77 Route 28 W Harwich ma 02671
Mailing Address Same
Owners Name & Address James Tsokolas
Email Address Jtsockalas@verizon.net
Managers Name & Address James Tsokolas

REQUIRED - PLEASE PRINT

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
10pm - 12 Am inside 4pm - 8pm outside
- Location of entertainment (Inside and/or outside)
Inside + outside
- Specific days if not applying for Monday through Saturday

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation 8am - 1am Mon - Sun

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] owner Federal I.D. # _____
Signature of applicant & title

Signature of individual or corporate name Federal I.D. # _____

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

[Signature] Building Commissioner [Signature] Board of Health [Signature] Fire Department

[Signature] Police Department Comments: _____

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



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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

<input checked="" type="checkbox"/> Music starting after 1:00 p.m.	Municipal Fee \$85	New application <input type="checkbox"/>
<input type="checkbox"/> Music starting prior to 1:00 p.m.	Municipal Fee \$175	Renewal <input checked="" type="checkbox"/>
<input type="checkbox"/> Go Carts	Municipal Fee \$50	Annual <input type="checkbox"/>
<input type="checkbox"/> Miniature Golf	Municipal Fee \$50	Seasonal <input type="checkbox"/>
<input type="checkbox"/> Trampolines	Municipal Fee \$25	Opening Date <input type="checkbox"/>
<input type="checkbox"/> Theater	Municipal Fee \$150 per cinema	
<input type="checkbox"/> Automatic Amusement	Municipal Fee \$100	
<input type="checkbox"/> Juke Box	Municipal Fee \$100 each	
<input type="checkbox"/> Video Games	Municipal Fee \$100 each	

Other _____

*Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:
Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday **after** 1:00 p.m. - \$50
- Entertainment starting on Sunday **prior** to 1:00 p.m. - \$100

Business Name Harwich Inn + Tavern LLC Phone _____
Business Address 77 Route 28 W Harwich ma 02671
Mailing Address Same
Owners Name & Address James Tsoukalas
Email Address Jtsoukalas @ Verizon.net
Managers Name & Address James Tsoukalas

REQUIRED - PLEASE PRINT BELOW

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
1pm - 12am
- Location of entertainment (Inside and/or outside)
inside

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description

___ A Light Show of Any Description

___ Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes ___ No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation 8Am - 1am M - Sunday

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] _____ Federal I.D. # 1 _____
Signature of applicant & title

Signature of individual or corporate name Federal I.D. # _____

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

[Signature] _____ [Signature] _____ [Signature] _____
Building Commissioner Board of Health Fire Department

K.M.C. _____
Police Department

Comments:

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



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

APPLICATION FOR WEEKDAY ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
 One day Entertainment (\$25)
 Batters Box (\$50)
 Go Carts (\$50)
 Miniature Golf (\$50)
 Trampolines (\$25)
 Theater (\$150 per cinema)
 Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each)

New application _____
Renewal
Annual
Seasonal _____
Opening Date _____

Other _____

Business Name The Lanyard Boat Gull Phone 432-0404
Business Address 42a Route 28 Harwich Port MA 02646

Mailing Address _____

Owners Name & Address Benjamin Porter _____

Email Address bporter7@hotmail.com

Managers Name & Address Same

REQUIRED - PLEASE PRINT

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
10pm - 10pm
- Location of entertainment (Inside and/or outside)
Inside and Outside
- Specific days if not applying for Monday through Saturday

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
 Dancing by Patrons
 Dancing by Entertainers or Performers
 Recorded or Live Music
 Use of Amplification System
 Theatrical Exhibit, Play or Moving Picture Show
 A Floor Show of Any Description
 A Light Show of Any Description
 Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

____ Yes ____ No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation _____

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Signature of applicant & title Federal I.D. #

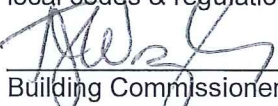
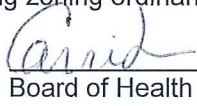
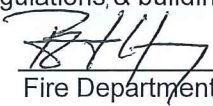
Signature of individual or corporate name Federal I.D. #

Signature of Manager Federal I.D. #

Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

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

 Building Commissioner  Board of Health  Fire Department

 Police Department Comments:

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



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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

<input checked="" type="checkbox"/> Music starting after 1:00 p.m.	Municipal Fee \$85	New application _____
<input type="checkbox"/> Music starting prior to 1:00 p.m.	Municipal Fee \$175	Renewal _____
<input type="checkbox"/> Go Carts	Municipal Fee \$50	Annual _____
<input type="checkbox"/> Miniature Golf	Municipal Fee \$50	Seasonal _____
<input type="checkbox"/> Trampolines	Municipal Fee \$25	Opening Date _____
<input type="checkbox"/> Theater	Municipal Fee \$150 per cinema	
<input type="checkbox"/> Automatic Amusement	Municipal Fee \$100	
<input type="checkbox"/> Juke Box	Municipal Fee \$100 each	
<input type="checkbox"/> Video Games	Municipal Fee \$100 each	
Other _____		

*Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:

Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday **after** 1:00 p.m. - \$50
- Entertainment starting on Sunday **prior** to 1:00 p.m. - \$100

Business Name The Lanyard Bert & Grill Phone 432-0404
Business Address 429 Route 28 Harwich Port MA 02646
Mailing Address Sam
Owners Name & Address Benjamin Parker
Email Address bparker@netnet.com
Managers Name & Address Sam

REQUIRED - PLEASE PRINT BELOW

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment

1pm - 10pm

- Location of entertainment (Inside and/or outside)

Inside and outside

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

Concert Dance Exhibition Cabaret Public Show Other
 Dancing by Patrons
 Dancing by Entertainers or Performers
 Recorded or Live Music
 Use of Amplification System
 Theatrical Exhibit, Play or Moving Picture Show
 A Floor Show of Any Description

___ A Light Show of Any Description

___ Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes ___ No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order:

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation _____

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Signature of applicant & title Federal I.D. #

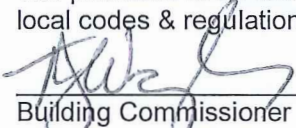
Signature of individual or corporate name Federal I.D. #

Signature of Manager Federal I.D. #

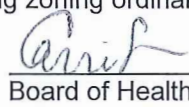
Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

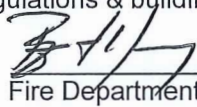
The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.



Building Commissioner



Board of Health



Fire Department



Police Department

Comments:

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



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

APPLICATION FOR WEEKDAY ENTERTAINMENT LICENSE

- Weekday Entertainment (\$75)
- One day Entertainment (\$25)
- Batters Box (\$50)
- Go Carts (\$50)
- Miniature Golf (\$50)
- Trampolines (\$25)
- Theater (\$150 per cinema)
- Automatic Amusement:
- Juke Box (\$100 each)
- Video Games (\$100 each)

New application _____
Renewal _____
Annual _____
Seasonal _____
Opening Date _____

Other _____

Business Name Villa Roma Phone 508-432-6868

Business Address 278 RTE 28. W. HARWICH MA 02671

Mailing Address " SAME "

Owners Name & Address MORNING STAR RESTAURANT INC

Email Address VILLAROMA@YAHOO.COM

Managers Name & Address DOUGLAS R. MENDISSEY

REQUIRED - PLEASE PRINT

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
3pm -> 11pm
- Location of entertainment (Inside and/or outside)
INSIDE
- Specific days if not applying for Monday through Saturday

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description
- Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes ___ No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation MON THRU SUNDAY 4-PM till 11PM

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature] PRESIDENT/MANAGER
Signature of applicant & title Federal I.D. # _____

Signature of individual or corporate name Federal I.D. # _____

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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

[Signature] Building Commissioner [Signature] Board of Health [Signature] Fire Department

[Signature] Police Department Comments:

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



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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

- | | | |
|--|--------------------------------|---|
| <input checked="" type="checkbox"/> Music starting after 1:00 p.m. | Municipal Fee \$85 | New application _____ |
| <input type="checkbox"/> Music starting prior to 1:00 p.m. | Municipal Fee \$175 | Renewal <input checked="" type="checkbox"/> _____ |
| <input type="checkbox"/> Go Carts | Municipal Fee \$50 | Annual _____ |
| <input type="checkbox"/> Miniature Golf | Municipal Fee \$50 | Seasonal _____ |
| <input type="checkbox"/> Trampolines | Municipal Fee \$25 | Opening Date _____ |
| <input type="checkbox"/> Theater | Municipal Fee \$150 per cinema | |
| <input type="checkbox"/> Automatic Amusement | Municipal Fee \$100 | |
| <input type="checkbox"/> Juke Box | Municipal Fee \$100 each | |
| <input type="checkbox"/> Video Games | Municipal Fee \$100 each | |
| Other _____ | | |

*Please note the Commonwealth of Massachusetts fee applies for all Sunday entertainment as outlined below:
 Please make check payable to Commonwealth of Massachusetts

- Entertainment starting on Sunday **after** 1:00 p.m. - \$50
- Entertainment starting on Sunday **prior** to 1:00 p.m. - \$100

Business Name MORNINGSTAR REST INC ^{DBA} Villa Roma Phone 508-432-6868
 Business Address 276 RTE 28. W. HARWICH MA 02671
 Mailing Address " " " " " "
 Owners Name & Address MORNINGSTAR RESTAURANT INC
 Email Address VILLAROMA@YAHOO.COM
 Managers Name & Address DOUGLAS R. MORRISSEY

REQUIRED - PLEASE PRINT BELOW

- The time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment
3 PM -> 12 AM
- Location of entertainment (Inside and/or outside)
INSIDE

REQUIRED - ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Concert Dance Exhibition Cabaret Public Show Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description

___ A Light Show of Any Description

___ Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes ___ No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation MON. thru Sunday 4pm -> 11pm

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

[Signature]
Signature of applicant & title MANAGER
PRESIDENT

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

Comments:

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

OLD BUSINESS

To: Joseph Powers, Town Administrator
BOS
From: Jon Idman, Planning Director
Re: Update on the Local Planning Committee
Date: 12/15/21

The solicitation seeking Local Planning Committee Members to serve from the community-at-large was published in the Cape Cod Chronicle December 2nd & 9th editions. There was also a stand-alone story about the Local Planning Committee in the December 9th edition. The solicitation also appears on the Planning Board website. As stated in the solicitation, the due date for responses is January 15, 2022.

To date, there have been four (4) responses received by the Planning Department.

INTERESTED IN HELPING SHAPE YOUR TOWN'S FUTURE?

The Town of Harwich is preparing to update its Land Use Master Plan, or "Local Comprehensive Plan," (LCP) commencing in 2022. The Plan, which is intended to inform future growth and development in the town, including issues relative to resource protection and infrastructure, was first adopted in 1967 and subsequently updated in 1993, 2000 and 2011. The Planning Board is ultimately responsible for reviewing the Plan update and submitting it to Town Meeting for adoption.

To this end, **the Board of Selectmen is looking for members from the community at large to appoint to the Local Planning Committee.** The Local Planning Committee (LPC) will be advisory to the Planning Board and will work with the Town Planner and Planning Consultant (and other town boards, committees and officials, as necessary) to help guide and develop a draft Plan update for recommendation to the Planning Board. The Plan update will emphasize public process and engagement.

The Committee will have a total of eleven (11) members: it is anticipated that six (6) will be from local boards and committees and five (5) from the community at large.

- Though direct, relevant land use experience (like engineering, law, planning, etc.) is helpful, there are no specific qualifications, criteria, skills, expertise or experience required to serve.
- Qualifications could include extensive local history and knowledge; a cultural or other perspective particularly salient to the history or current life of the community; or simply a 'love' for the Town.
- Candidates from wide and diverse backgrounds offer great value to the process and are encouraged to apply.
- It is essential that members not have a pre-determined 'agenda, be driven by a 'single-interest,' or be self-interested; members shall act in the overarching best interests of the town as a whole with a collaborative, constructive, multi-disciplinary, multi-perspective approach to the Committee and its work.
- There will be an extensive time and work commitment associated with serving on the Committee. The estimated time period to prepare and adopt the Plan update is approximately 2 years. The Committee expects to hold meetings and hearings during this time every few weeks throughout the Plan update process.
- After completion and adoption of the Plan update, the Committee may remain empaneled to assist with its implementation.

The Town enthusiastically welcomes responses and looks forward to commencing this important and exciting project. Those interested in serving as community at large members of the Local Planning Committee should submit a statement of interest, which may include a resume or CV, for receipt **by January 15, 2022** to: Planning Department, Town Hall, 732 Main Street, Harwich, MA 02645 or by email to Elaine Banta, Planning Assistant, ebanta@town.harwich.ma.us

The Board of Selectmen, or its designee, will review responses received, hold interviews as it sees fit and notify successful candidates of their selection, the appointments subject to acceptance.

Please feel free to contact the Planning Department at the above address or by telephone at (508) 430-7511 with questions.

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

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

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with Coviello Electric & General Contracting Co., Inc. in the amount of \$138,795.00 for the installation of lighting at Brooks Park.

Date: December 17, 2021

This memorandum corresponds to *Contracts Agenda Item. A. Discussion and possible vote to execute a contract with Coviello Electric & General Contracting Co., Inc. in the amount of \$138,795.00 for the installation of lighting at Brooks Park.*

The engineering, design and lights have already been procured with executed contracts. This is the final contract required to finish the lighting project at Brooks Park. Coviello Electric was the low bidder through the Invitation for Bid process and is prepared to perform the work as soon as the lights are delivered, presumably in early January. This project is anticipated to be complete before April 1, 2022.

I recommend the Board's approval and execution of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Eric Beebe DEPARTMENT: Recreation and Youth

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

Appropriated amount: \$458,500 Estimated cost: \$138,795 Actual cost: \$138,795

PROCUREMENT METHOD:

IFB Posted / Contract to be awarded through bid process

PURCHASE DESCRIPTION:

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

Funding for the installation of the lighting system at Brooks Park for the Brooks Park Lighting Project. All materials purchased through MUSCO Electric Inc. This funding is for labor associated through the project and the low bid from Coviello Electric. The bid from Coviello Electric is \$138,795.00 to complete the labor and installation portion of the project

80271292/618054
80271292/621035

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

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

Low Bidder: Coviello Electric

Bid Price: \$ 138,795

Post Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$50,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. 80271292/618054
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: Carol Coppola Account # _____
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator: Joseph F. Powers

Note: Failure to gain sign-off **before Wednesday at noon results in the contract being delayed to the next meeting.

TOWN OF HARWICH
INVITATION FOR BIDS
Brooks Park Lighting Project

Sealed bids for the Brooks Park Lighting Project for the Town of Harwich Recreation Department will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until **2:00 P.M., Tuesday, November 16, 2021** at which time all bids will be publicly opened and read. Bids received after this time will be rejected. Delivery of the bids will be at the bidders expense. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the bidder. All bids must be submitted in one sealed envelope clearly marked: "Bid for Brooks Park Lighting Project".

Information for bidders, bid forms, specifications and other contract documents may be examined or obtained from the Town of Harwich website at the following address: <https://www.harwich-ma.gov/home/pages/procurement>. All inquiries relative to this Invitation for Bids are to be directed to Eric Beebe, Recreation Director, [at ebeebe@town.harwich.ma.us](mailto:ebeebe@town.harwich.ma.us).

A Pre-Bid Conference and Site Visit will be held at Brooks Park located at 1 Oak Street, Harwich, MA, on Thursday, November 4, 2021 at 10:00 a.m. It is encouraged for prospective bidders to have a representative in attendance.

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

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

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

Joseph F. Powers
Town Administrator

Prevailing Wage request 10.18.2021 for Brooks Park Lighting Installation

Your request for an Official Prevailing Wage Schedule has been successfully received and is being processed by DLS. The schedule will be emailed to the email address provided in your request.

Please note the wage request number **20211018-030** for future inquiries.



HOME DIRECTIONS CONTACT US

Search the Secretary's website

Search

General contract submission confirmation

The following General Contract submission was successfully received.

**Planned date of publish is
10/27/2021**

Awarding Agency

Agency Name and Address:	Town of Harwich
Project Number:	
Estimated Cost:	
Contractor Qualification:	

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

Contact Information

Name:	Meggan Eldredge	
Phone:	5084307509	Fax
Email Address:	meldredge@town.harwich.ma.us <small>Do not notify email address listed when final publish date assigned.</small>	

Contract Information

Project:	Brooks Park Lighting Project	
Plans/Specifications Available:	https://www.harwich-ma.gov/home/pages/procurement	
Place, date and time		
General Bid Deadline*:	11/16/2021	Time 2:00 PM
Sub Bid Deadline:		Time
Sub Bid Categories:		
Additional Information	Pre bid conference on 11/4/21 at 10 am on site at Brooks Park, 1 Oak Street Inquiries to be directed to ebeebe@town.harwich.ma.us	

This page can be printed for your records.

[Add Another](#) [Return To Menu](#)

Coviello Electric and General Contracting Co., Inc. – Reference Check Notes

- **Andover High Sports Project**
Installation of Sports Lighting located at Deyermund at Blanchard Street, Andover, MA
 - Great experience with company
 - project finished in timely manner without any delays or changes
 - involved installation of lighting and poles for highschool sports complex
- **Lexington Ball Field Lighting Project**
Install Sports Lighting, Center Playfields Athletic Lighting, 251 Waltham Street, Lexington, MA
 - Good communication throughout project
 - followed specifications according to plan
 - project finished in time and according to schedule
 - installed lights for ball field complex
- **Newton Sports Lighting Project**
Maintenance Services for the Newton Parks and Recreation Sports Lighting Services
 - provided maintenance on current lighting system at town ballfields
 - company was flexible and reliable in its service provided
 - project expectations were met and timelines were accomplished
- **Waltham LED Retrofit Project**
Streetlight Retrofit, Waltham, MA
 - changed street lighting to all LED lighting system
 - on schedule, complete service accomplished
 - easy to work with

SECTION 00610

PERFORMANCE BOND #107482402

KNOW ALL MEN BY THESE PRESENTS: That we Coviello Electric & General Contracting Co., Inc.
(Name of Contractor)

a Corporation hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

Travelers Casualty and Surety Company of America of Hartford, State of Connecticut
(Surety) (City & State)

hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Harwich, Massachusetts, hereinafter called "Owner", in the penal sum of One Hundred and Thirty-Eight Thousand Seven Hundred and Ninety-Five Dollars and No Cents (\$ 138,795.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 10th day of December, 2021 (the "Construction Contract"), for the construction described as follows: "Brooks Park Lighting Project".

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Owner has declared the Principal in default of the Construction Contract or any provision thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Owner. The Owner need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Owner, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction Contract. Surety will keep Owner reasonably informed of the progress, status and results of any investigation of any claim of the Owner.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the 10th day of December, 2021.

ATTEST:

Megan Hahn
(Principal Secretary)

[Signature], Treasurer
Principal

By Coviello Electric & General Contracting Co., Inc.

Jared Coviello, Treasurer

55 Concord Street

North Reading, MA 01864

(Address-Zip Code)

[Signature] (SEAL)
Witness as to Principal

55 CONCORD STREET

NORTH READING, MA 01864

(Address-Zip Code)

ATTEST:

Maryann Moccia

[Signature]
Surety

By Joseph B Duffy
(Attorney-in-Fact)

445 Main St

Woburn MA 01801

(Address-Zip Code)

Maryann Moccia
Witness as to Surety
445 Main St



Woburn MA 01801

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph B Duffy** of **WOBURN**, Massachusetts, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

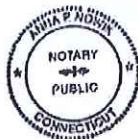
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is now in full force and effect.

Dated this 10th day of December, 2021



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00620

PAYMENT BOND #107482402

KNOW ALL MEN BY THESE PRESENTS: That we Coviello Electric & General Contracting Co., Inc.

_____ a Corporation
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and Travelers Casualty and Surety Company of America of Hartford,
(Surety)

State of Connecticut hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Harwich, Massachusetts, hereinafter called "Owner", in the penal sum of One Hundred and Thirty-Eight Thousand Seven Hundred and Ninety-Five Dollars and No Cents (\$ 138,795.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 10th day of December, 2021, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

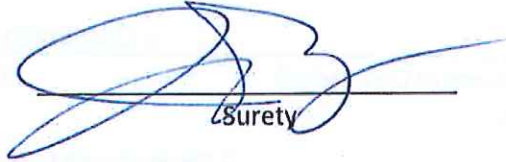
PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the 10th day of December, 2021.

ATTEST:

Maryann Moccia

By



Surety

Joseph B Duffy

(Attorney-in-Fact)

445 Main St

Woburn MA 01801

(Address-Zip Code)

Maryann Moccia

Witness as to Surety

445 Main St

Woburn MA 01801

(Address-Zip Code)



NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joseph B Duffy** of **WOBURN**, Massachusetts, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of December, 2021



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00500

AGREEMENT

THIS AGREEMENT made this 10th day of December in the year Two Thousand and Twenty-one, between Coviello Electric, with a usual place of business at 55 Concord Street, North Reading, MA 01864, hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732 Main Street, Harwich, MA 02645, hereinafter called the OWNER.

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

1. Scope of Work

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

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum \$138,795.00.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before March 31, 2022.

- A. **Definition of Term:** The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.
- B. **Time as Essential Condition:** It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

- C. **Progress and Completion:** Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.
- D. **Liquidated Damages:** It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be five hundred dollars (\$500.00) per day.

4. Performance of the Work

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

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

- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.
- (2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- (3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product

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

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

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

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

5. **Affirmative Action/Equal Employment Opportunity**

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

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

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

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

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

7. Project Architect or Engineer

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

8. Wage Rates

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

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

9. Payments to the Contractor

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

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

Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

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

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

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.
 - (b) An agreed lump sum.
 - (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

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

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

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

10. Final Payment, Effect

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

11. Contract Documents

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

- Invitation for Bids
- Instructions to Bidders
- This Contract Form
- Form of General Bid
- Performance Bond
- Labor & Materials Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- Supplemental Conditions
- Site Plans (Contract Drawings) and Specifications
- Schedule of Prevailing Wages
- Addenda

12. Terms Required By Law

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

13. Indemnification

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

14. Insurance

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

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

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

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or

termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. Termination

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

17. Miscellaneous

- A. **Royalties and Patents:** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.
- B. **Assignment:** The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.
- C. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.
- D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

TOWN OF HARWICH, MASSACHUSETTS
(Owner)

By its Board of Selectmen

CONTRACTOR: Coviello Electric

By  _____, Treasurer

Jared Coviello, Treasurer
(Name)

Treasurer
(Title)

55 Concord Street
(Address)

North Reading, MA 01864
(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefor and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Owner's Accountant)

(Name)

CERTIFICATE OF VOTE

(to be filed if Contractor is a Corporation)

I, Megan Hafner, hereby certify that I am the duly qualified
(Secretary of the Corporation)
Coviello Electric & General
and acting Secretary of Contracting Co., Inc. and I further certify that a meeting of the
(Name of Corporation)
Directors of said Company, duly called and held on November 1, 2021, at which
(Date of Meeting)

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

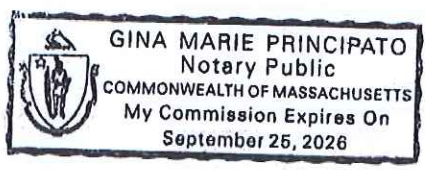
VOTED: To authorize and empower
Jared Coviello, Treasurer

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

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

By: Megan Hafner
(Secretary of Corporation)

A True Copy:
Attest: [Signature]
(Notary Public)
My Commission Expires: 9/25/26
(Date)



**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

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

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §395, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:

 _____, Treasurer
Authorized Person's Signature

12/10/2021
Date

Jared Coviello, Treasurer
Print Name & Title of Signatory

Coviello Electric & General Contracting Co., Inc.
Name of Contractor

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Coviello Electric and General Contracting Co., Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 55 Concord Street	6 City, state, and ZIP code North Reading, MA 01864
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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or												
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0	4	-	2	5	9	7	4	7	0			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Meghan H. Ho

Date ▶ 12/10/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about Identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

TOWN
ADMINISTRATOR'S
REPORT



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

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Monthly Report to the Board of Selectmen

November 2021

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

Collections

	FY 2022	FY 2021
Tax/Water Collections:	\$3,874,894.97	\$1,142,914.94
Tax lien Collections:	\$2,661.53	\$10,630.12
Departmental turnovers:	\$2,512,477.06	\$3,082,721.25
Total:	\$6,390,033.56	\$4,236,266.31

Disbursements

	FY 2022	FY 2021
Accounts Payable	\$7,168,098.95	\$7,982,434.97
Payroll	\$1,459,714.35	\$1,402,317.26
Total:	\$8,627,813.30	\$9,384,752.23

OUTSTANDING TAX LIENS

TAX LIENS	PRINCIPAL	INTEREST	FEES	TOTAL DUE	% OF TOTAL
TOTAL	2,601,281.14	3,183,674.87	937,989.63	6,722,945.64	
OWNERS UNKNOWN	275,712.57	416,584.01	147,103.56	839,400.14	.12
MISC PARCLES	190,630.96	364,480.20	258195.76	813,306.92	.12

Respectfully submitted,
Amy Bullock
Treasurer/Collector

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Emily Mitchell DEPARTMENT: Council on Aging

FUNDING SOURCE: EOEA Formula Grant (12105412-538000); postage paid at cost from town budget

Appropriated amount: \$12,000.00 Estimated cost: \$10,000.00 Actual cost: \$10,300

PROCUREMENT METHOD:

M.G.L. 30B, solicit written quotes from no fewer than three vendors for estimated contract amounts between \$10,000 and \$50,000.

PURCHASE DESCRIPTION:

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

Council on Aging Newsletter Printing FY 22 - partial year (December 2021 - June 2022)
See attached specifications for printing and mailing of COA bimonthly newsletter - 4 issues total

Note 1: postage billed at cost, approximately \$5,400/year. Paid using town-appropriated funds (015412-534000). This cost is separate from the \$12,000 appropriation referenced above which covers printing costs only.

Note 2: Printing costs are paid using funds from the MA Executive Office of Elder (EOEA) Affairs Formula Grant awarded annually to all Massachusetts Councils on Aging. Formula Grant awards are based on a set dollar amount (determined during the state budgeting process) per senior age 60+ residing in the town (the count is based on federal census data). Funding was raised to the current level of \$12/senior in FY 19 and has remained consistent across the following three years. Though FY 22 contracts have not been awarded, full Formula Grant funding at \$12/senior was included in the final state budget. The current Grant balance is \$42,346.30 carried over from the FY 21 award, with an anticipated FY 22 award of approximately \$55,500 in the coming weeks. Even absent a carryover balance, Councils on Aging are permitted by EOEA to deficit spend against anticipated awards.

12105412/538000 &
015412/534000

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: Carol Coppola
48C32039D33D434...

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



Town of Harwich COUNCIL ON AGING

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

Harwich Council on Aging NEWSLETTER PRINTING SPECIFICATIONS 2021-2022

- Staff of the Harwich Council on Aging will provide newsletter copy to printer electronically as a copy-ready PDF file.
- Newsletter copy will be provided to printer and copies will be printed, mailed, and delivered according to the following schedule:

Newsletter	Printer will receive copy by:	Printer will mail newsletter by:	Printer will deliver copies to COA by:
Jan/Feb 2022 Issue	Friday, December 10, 2021, 2pm	Friday, December 17, 2021, 4pm	Monday, December 20, 2021, 4pm
Mar/Apr 2022 Issue	Friday, February 18, 2022, 2pm	Friday, February 25, 2022, 4pm	Monday, February 28, 2022, 4pm
May/June 2022 Issue	Friday, April 15, 2022, 2pm	Friday, April 22, 2022, 4pm	Monday, April 25, 2022, 4pm
Jul/Aug 2022 Issue	Friday, June 17, 2022, 2pm	Friday, June 24, 2022, 4pm	Monday, June 27, 2022, 4pm

We recognize this is a short one week "turn-around" time, but we require as much time as possible for preparation of the newsletter copy since we schedule programs so far in advance, and need to be sure our information is as accurate as possible when it goes to print.

- If the COA provides the newsletter copy late to the printer, the schedule for printing will be adjusted to provide the printer with seven (7) calendar days from receipt to mail the newsletters and an additional three (3) calendar days to deliver copies to the COA.
- Printer must print and coordinate pre-sorted mailing of the newsletters utilizing the updated mailing list supplied by the Harwich COA for each issue.
- Printer will prepay postage costs and submit a separate postage invoice for reimbursement.

- Total Bimonthly Copies: 2,420

2,400 Regular Print Copies

- Printed front and back on 4 pages of natural color 11 x 17" paper with black ink (*see attached sample*)
- Collated and folded to equal 16 finished pages size 8 ½ x 11"
- Stapled twice on the fold
- Copies prepped and mailed using mailing list supplied by COA when newsletter copy is provided for each issue
- All un-mailed copies will be delivered to the COA

20 Large Print Copies

- Printed front and back on 8 pages of natural color 11 x 17" paper with black ink
- Collated and cut to size to equal 16 finished pages approximate size 11 x 14"
- Stapled twice on left edge
- All large-print copies will be delivered to the COA

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Midnight Mail, LLC, with an address of 110 Breeds Hill Road, Unit 3, Hyannis, MA 02601, hereinafter referred to as "Contractor", effective as of the 9 day of December, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Council on Aging newsletter printing and mailing, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing December 10, 2021 through June 30, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$10,300. The Contractor shall submit bimonthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$2,000,000 General Aggregate. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Workers' Compensation and Employers' Liability Insurance including (i) Workers' Compensation Insurance providing statutory coverage as required by the Commonwealth of Massachusetts, and (ii) Employers' Liability Insurance coverage with limits of not less than \$100,000 per accident.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance and which include a thirty day notice of cancellation to the Town. Contractor agrees to provide the Town with updated certificates of insurance every three (3) months for the duration of the contract.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be

deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

27-5488869
Social Security Number or
Federal Identification Number

DocuSigned by:
Ron Johnson
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR
By

DocuSigned by:
Ron Johnson
10FF7CEAA9B3477...
Ron Johnson President/Member
Printed Name and Title

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

Approved as to Availability of Funds:
DocuSigned by:
Carol Coppola
48C37639D33D434...
Finance Director (\$ _____)
Contract Sum
\$10,300

by its Town Administrator Up to \$50,000
DocuSigned by:
Joseph F. Powers
122002799644E...
Town Administrator



Attachment A

**Town of Harwich
COUNCIL ON AGING**

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

**Harwich Council on Aging
NEWSLETTER PRINTING SPECIFICATIONS
2021-2022**

- Staff of the Harwich Council on Aging will provide newsletter copy to printer electronically as a copy-ready PDF file.
- Newsletter copy will be provided to printer and copies will be printed, mailed, and delivered according to the following schedule:

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PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Lincoln Hooper DEPARTMENT: DPW

FUNDING SOURCE: 014242 521100

Appropriated amount: \$31,000.00 Estimated cost: \$10,000 Actual cost: _____

PROCUREMENT METHOD:

Collective bid done by Cape Light Compact on behalf of various towns and fire districts.

PURCHASE DESCRIPTION:

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

This is a 6 month contract extension with Siemens Mobility for the maintenance of the Town's municipal streetlights from January 1, 2022 through June 30, 2022. Siemens was purchased by Yunex Traffic and is terminating all contractual obligations for customers in New England states prior to September 30, 2022. The 6 month extension should allow Cape Light Compact enough time to rebid the maintenance contact on behalf of towns that are interested.

014212/521100

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

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



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Joe Powers, Town Administrator

FROM: Lincoln S. Hooper, Director 

DATE: December 9, 2021

RE: Municipal Streetlight Maintenance Agreement Extension

Siemens Mobility, the company that provides street light maintenance to the Town through a collective bid that Cape Light Compact procures, was purchased by Yunex Traffic and is terminating all contractual obligations for customers in New England states prior to September 30, 2022. Please see attached email from Clint Schuckel, NE Operations Manager, Yunex Traffic LLC/Siemens Mobility, Inc.

Cape Light Compact has drafted the attached First Amendment to Outdoor Area Lighting Operation and Maintenance Agreement, which has been agreed to by Yunex and is attached for your signature. The six month agreement should allow enough time for the Cape Light Compact to procure a new contact for municipalities that wish to participate in this maintenance bid.

Attachments: First Amendment to Outdoor Area Lighting Operation and Maintenance Agreement to be effective January 1, 2022
Original Agreement effective January 1, 2019 – December 31, 2021
Email from Clint Schuckel, NE Operations Manager Yunex Traffic LLC/Siemens Mobility, Inc.
Procurement Checklist & Approval Form
Procurement Checklist

OUTDOOR AREA LIGHTING OPERATION AND MAINTENANCE AGREEMENT

This Outdoor Area Lighting Operation and Maintenance Agreement (the "Agreement") is entered into this 27th day of December, 2018 by and between the **Town of Harwich**, a municipal corporation of the Commonwealth of Massachusetts having a usual place of business at **732 Main Street, Harwich, Massachusetts** (the "**Town**") and **Siemens Mobility** (the "**Contractor**"). This Agreement is effective as of January 1, 2019.

WHEREAS, the Town is the owner and operator of its municipal street light system;

WHEREAS, the Town is a member of the Cape Light Compact, a joint powers entity organized pursuant to M. G.L. c. 40, §4A½ consisting of the twenty-one Cape Cod and Martha's Vineyard towns and Dukes County (the "Compact") engaged in various activities to promote energy efficiency and lower the costs of energy;

WHEREAS, the Compact has been assisting its member Towns and Towns in efforts to purchase and operate their municipal street light systems;

WHEREAS, the Contractor was selected by the Compact pursuant to a Request for Proposals issued in November of 2018 (the "RFP");

WHEREAS, the Compact has acted and will continue to act as the Town's agent with respect to certain matters pertaining to this Agreement and the Town's operation of municipal outdoor area lighting systems;

WHEREAS, the Town desires to have the Contractor assist it with the operation and maintenance of its municipal outdoor area lighting pursuant to the terms and conditions of this Agreement as described in Exhibits A and B, the P&S Agreement and the License Agreement; and

WHEREAS, the Contractor has the special skills necessary to provide such services.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Town and the Contractor do hereby agree as follows:

SECTION 1 TERM OF AGREEMENT AND TERMINATION

1.1 **Term.** This Agreement is effective as of the date set forth above and shall continue in force and effect until December 31, 2021, unless this Agreement is terminated before such date under the provisions of Section 1.2. In addition, the Town may, in its sole discretion, extend the term of this Agreement for an additional two year(s).

1.2 **Termination.** The Town shall have the right to terminate or suspend this Agreement for any reason, including, but not limited to, in the event that the Contractor is in default under another Contractor Services or consulting agreement between Contractor and the Town, or for

convenience. Contractor may terminate this Agreement only if the Town materially breaches its obligations under this Agreement. The terminating Party shall provide written notice to the other Party of any such termination or suspension, specifying the effective date thereof. If the terminating Party is the Town, such notice shall be given at least fifteen (15) calendar days before such effective date; if the terminating Party is Contractor, such notice shall be given at least ninety (90) calendar days before such effective date. In addition, if the Town terminates this Agreement for cause, the Town shall be entitled to deduct and/or be reimbursed any costs of cure and transition costs (including reasonable attorneys' fees) that it, a Member¹ or a Customer (as defined herein) incurs related to engagement of a substitute Contractor.

1.3 **Obligations upon Termination.** Following termination of this Agreement, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the date of termination of this Agreement.

SECTION 2 SCOPE OF SERVICES AND RELATED MATTERS

2.1 **Contractor Services.** Contractor agrees to provide the expertise, labor, materials and supplies necessary to perform the services and deliverables described in Exhibit A attached hereto from time to time and such other services as may be specifically requested by the Town from time to time (the "Contractor Services,,"). All such Contractor Services and deliverables shall be designed to achieve the anticipated outcomes specified in the description of Contractor Services and shall be provided in accordance with the terms and conditions of this Agreement.

2.2 **Changes.** The Town may, from time to time, require changes in the scope of the Contractor Services to be performed hereunder. Such changes must be evidenced in written amendments to this Agreement. Any Contractor Services performed or proposed by Contractor shall not be reimbursed unless they are approved in writing by the Town prior to their rendering.

2.3 **Timing of Performance.** Contractor shall commence and complete the Contractor Services in accordance with the project milestone schedule incorporated into Exhibit A if applicable. If no schedule is incorporated, Contractor shall begin to render the Contractor Services on the effective date of this Agreement and shall continue to render the Contractor Services in a prompt and timely manner.

2.4 **Staffing; Background Check Requirements.** The Town may require Contractor to remove from its project team such employees of Contractor or subcontractors of Contractor as the Town, in its reasonable discretion, deems objectionable, or whose continued employment in connection with the Contractor Services is deemed by the Town, in its reasonable discretion, to be contrary to the best interests of the Town. Contractors working in the field having contact with Town customers or program participants ("Customers,,") must comply with the Town's background check requirements set forth in Exhibit C.

¹ For the purposes of this Agreement, the term "Member,," means the towns and fire districts within Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, Yarmouth, Dukes County, and any other governmental unit that becomes a member of the Compact during the term of this Agreement.

2.5 **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not acquire any interest, directly or indirectly that would conflict in any manner or degree with the performance of the Contractor Services. Contractor agrees to diligently serve and endeavor to further the best interests of the Town, as known or made known to Contractor. Contractor further agrees not to undertake activities that conflict, or are not in accordance with, the best interests of the Town, and will disclose any other employment or engagements that could conflict with its obligations under this Agreement. Contractor further covenants that it shall comply with all relevant provisions of G.L. c. 268A.

2.6 **Points of Contact.** Contractor names **Dan O'Neil**, as the day-to-day point of contact for the Town for all issues arising under this Agreement and the person responsible for ensuring over the entire term of this Agreement that the Contractor Services are performed and completed in a manner satisfactory to the Town and in accordance with the terms of this Agreement. The Town names **Lincoln Hooper, Director, Town of Harwich DPW** to be the day-to-day points of contact for Contractor for all issues arising under this Agreement.

2.7 **Safety.**

If performing installation or construction related services, the provisions in this Section 2.7 shall apply.

To the fullest extent allowed by law, Contractor shall assume responsibility for the general and overall safety of the work site, including the safety of any employee, client, guest, representative, contractor or subcontractor of Contractor, the Town, and Customers. Systems that have been disabled or otherwise affected in the course of performance of the Contractor Services will be left in a safe condition. Out of service systems will be tagged by Contractor in a manner accepted by OSHA, state and local authorities, and the Town. Contractor shall at all times exercise reasonable precautions for the safety of its employees, subcontractors and the general public and will be responsible for the performance and maintenance of any appropriate safety procedures pursuant to which it, its subcontractors and its employees shall act. Further, Contractor shall operate in complete compliance with OSHA regulations, as well as any and all applicable local, state or federal safety laws, regulations, or requirements.

Imminent danger situations created by Contractor must be corrected immediately. The Town reserves the right, but has no obligation, to take corrective action and charge the costs associated with the same back to Contractor.

Contractor shall immediately notify the Town of any accident or damage to persons or property and, within forty-eight (48) hours, file a written report of the accident with the Town. If Contractor encounters any asbestos or other hazardous substances in the course of the Contractor Services, Contractor shall immediately notify the Town and any agency required by state or federal law, and shall stop any Contractor Services that may disturb, damage or cause a release of asbestos or hazardous substances until Contractor receives written instruction from the Town. If any hazardous substances are to be handled in the execution of the Contractor Services, Contractor shall assume any and all liabilities associated with such handling and must AT ALL

TIMES, provide proper storage and disposal of such hazardous substances. Hazardous substances will be handled and disposed of in compliance with governing federal, state, and local laws and/or codes as originally written or subsequently modified. UNDER NO CIRCUMSTANCES WILL THE Town BE LIABLE FOR ANY INJURY TO a) CONTRACTOR, b) ANY EMPLOYEE, CLIENT, GUEST, REPRESENTATIVE, CONTRACTOR, OR SUBCONTRACTOR OF CONTRACTOR, c) ANY CUSTOMER, ANY EMPLOYEE, CLIENT, GUEST, REPRESENTATIVE, CONTRACTOR, OR SUBCONTRACTOR OF ANY CUSTOMER, OR d) ANY THIRD PERSON, THAT IS THE RESULT OF ANY SUCH PERSON'S EXPOSURE TO HAZARDOUS MATERIALS OR THAT IS OTHERWISE CAUSED BY A RELEASE OR THREAT OF RELEASE OF HAZARDOUS MATERIALS.

2.8 Storage and Clean-up.

If performing installation or construction related services, the provisions in this Section 2.8 shall apply.

Contractor shall, at the end of each work day, leave the work area in a clean and safe condition, and shall comply promptly with any instructions from the Town relating thereto. As the Contractor Services covered by this Agreement are completed, Contractor shall remove from the work sites, to the Town's satisfaction, all of Contractor's rubbish, debris, materials, tools and equipment, and if Contractor fails to do so promptly, the Town may remove the same to any place of storage, or any dumping ground, at Contractor's risk and expense and without incurring any responsibility to Contractor for loss, damage or theft. All storage and removal costs thus incurred by the Town shall be deducted from any payment or balance due to Contractor, and any excess shall be immediately due from Contractor to the Town.

SECTION 3 COMPENSATION AND RELATED MATTERS

3.1 Rates of Compensation; Prevailing Wage. Contractor shall be compensated by the Town for the Contractor Services in accordance with the terms and rates set forth in Exhibit B hereto. The Town may reject any invoices using billing rates that are not consistent with Exhibit B, unless the Town has previously accepted such substitute rates in a written amendment to this Agreement. To the extent that it applies to the Contractor Services (e.g., in the implementation of energy efficiency services that result in physical alterations to public buildings), Contractor shall comply with the requirements of G.L. c. 149, §§26-27H, as well as any and all other applicable local, state and federal wage laws. When the Contractor Services are performed under prevailing wage rates, Contractor is required to submit Statements of Compliance and certified payrolls using appropriate state forms or, if a federal project, U.S. Department of Labor Form WH-347 and WH-348 (or similar), for each payroll period. If these forms are not submitted with each invoice, payment will not be made. Contractor shall keep accurate records showing the name, craft or trade, and actual hourly rate of wages paid to each worker employed by it in connection with the Contractor Services, and such records shall be preserved at least two (2) years from the date of payment.

3.2 Invoicing and Payment. Contractor shall submit monthly invoices to the Town, unless

otherwise authorized in writing by the Town. The Town will remit payment within forty-five (45) calendar days of the Town's receipt of each monthly invoice. Payment may be contingent upon final inspection and/or acceptance of the Contractor Services. Upon request, Contractor shall provide to the Town all backup documentation required to establish the value of the Contractor Services performed to date as represented by Contractor's monthly invoices.

3.3 Effect of Payment. The Town shall not be deemed to have accepted any improper Contractor Services, materials or performance by virtue of any payment made to Contractor. Payments shall be deemed advances and are subject to adjustment for errors, overpayments, or the Town's good faith determination that the remaining balance of payments may be insufficient to ensure completion of the Contractor Services. Contractor shall not be entitled to any payment for any partial performance except for progress payments made in accordance with this Agreement. Contractor understands that the Town is contracting for nothing less than full, complete and timely performance of the Contractor Services, and with the express agreement that the Town shall be obliged only upon final completion of the Contractor Services.

3.4 Withholding. The Town may withhold a payment of all or a part of any invoice to the extent as may be necessary to protect itself from loss caused by: (i) defective Contractor Services not remedied; (ii) claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or the Town in connection with the Contractor Services; (iii) Contractor's failure to make payments properly to subcontractors for materials, labor or equipment; (iv) unsatisfactory performance of the Contractor Services; (v) Contractor's failure to pay any amounts due to the Town; or (vi) Contractor's failure to perform any of its obligations under this Agreement. In addition, if the Town has a reasonable indication that the unpaid balance will be insufficient to cover the cost to complete the Contractor Services or that the Contractor Services will not be completed within the project milestone schedule (if any), the Town may withhold payment of all or a part of any invoice to the extent as may be necessary to protect itself from such anticipated losses. The Town shall notify Contractor of the grounds for any withholding. When Contractor provides performance assurance satisfactory to the Town that will protect the Town for the amount withheld, payment will be made. When deemed reasonable by the Town, the Town may use such withheld funds to undertake remedial measures.

3.5 Credits. Contractor may not claim any governmental or other energy efficiency credits, tax credits, forward capacity payments, carbon offsets, rebates or incentives of any kind as a result of or in connection with the Contractor Services performed under this Agreement (collectively, the "Credits,") without the written consent of the Town in its sole discretion. To the extent any Credits are allocated to the Town, a Town project or Customer by operation of law or regulation, Contractor shall, upon request and without charge, cooperate fully with the Town to disclaim any rights to such Credits and to assign or allocate all such Credits, and the value thereof to the party designated by the Town.

3.6 Bonds.

If performing installation or construction related services, the provisions in this Section 3.6 shall apply.

Upon request by the Town, Contractor shall provide performance and payment bonds from a surety company in amounts, form and substance acceptable to the Town, naming the Town as a direct beneficiary of the surety's obligations under such bonds. Such bonds shall fully protect the Town against any and all breaches by Contractor, including, but not limited to, payments of salaries, withholdings, union welfare funds and any other union or employee benefits. Performance and payment bonds shall cover the Contractor Services and the warranty period described below. Failure to provide the requested bonds, prior to the commencement of the Contractor Services or cancellation of requested bonds during the term of this Agreement or the warranty period, shall entitle the Town to terminate this Agreement without recourse by Contractor.

Performance Bond	<input type="checkbox"/> required	<input type="checkbox"/> not required
Payment Bond	<input type="checkbox"/> required	<input type="checkbox"/> not required

Premium(s) for requested bond(s) may be added to the Agreement price through a written request seeking approval from the Town without additional markup by Contractor (except as specifically approved, in writing, by the Town in advance of the Contractor Services). Contractor must present to the Town a copy of the invoice for the bonds signed by the agent with power of attorney for the bonding company. The Town reserves the right to refuse any exception to the bond requirements if it determines that the exception is not in the best interest of the Town. Contractor's surety companies are to be licensed as "admitted,, carriers in Massachusetts with minimum acceptable A.M. Best ratings of "A,, and size Class VIII, or as otherwise acceptable to the Town, in its discretion. The Town reserves the right of final approval of Contractor's surety companies.

SECTION 4 PERFORMANCE STANDARDS

4.1 General Performance Standard and Warranty. Contractor assumes professional and technical responsibility for the performance of the Contractor Services in accordance with the terms of this Agreement and Good Industry Practice, and any additional guarantee or warranty specified in the description of Contractor Services as set forth in Exhibit A. If, during the performance of the Contractor Services or within one (1) year following completion thereof, the Contractor Services fail to meet such standards, Contractor shall promptly and timely (no more than five business days) furnish all remedial services and materials necessary to correct such deficiencies at Contractor's sole cost and expense. Contractor shall also be responsible for reimbursement of the Town's losses related to such defective Contractor Services during the warranty period. For purposes of this Section 4.1, the term "Good Industry Practice," means the practices, methods and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the energy efficiency industry in the performance of evaluating and installing energy efficiency measures) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition. Good Industry Practice is not intended to be limited to consideration of any one practice, method or act, to the exclusion of all others, but rather, is intended to require the consideration of a spectrum of possible practices, methods or acts.

4.2 Representations, Warranties and Continuing Covenants. In performing its obligations hereunder during the term of this Agreement, Contractor represents and warrants that it shall: (i) exercise reasonable care to assure that its operations are prudently and efficiently managed; (ii) employ an adequate number of competently trained and experienced personnel to carry out the Contractor Services; (iii) spend such time in performing the Contractor Services as is reasonable and necessary to fulfill effectively its obligations under this Agreement; (iv) comply with all relevant industry standards and practices for the delivery of Contractor Services to the Town; (v) comply with applicable laws and professional licensing requirements; (vi) ensure that it validly owns or licenses all intellectual property used in the performance of the Contractor Services, with a right to sublicense to the extent necessary, and that such licenses are maintained at all times during the term of this Agreement; and (vii) provide the required notice under Section 7.5 (Notice of Claims) of this Agreement.

4.3 Correction of the Contractor Services. Contractor is required to correct in a prompt and timely fashion any Contractor Services rejected by the Town. Contractor shall correct at its own cost and bear the expense of additional services performed to correct non-conforming Contractor Services. If Contractor fails to cure the default or produce a plan acceptable to the Town (in its reasonable discretion) to cure the default in a prompt and timely fashion, the Town may take over the Contractor Services or any separable part thereof, and complete the same or have the same completed at Contractor's expense. In taking over, the Town shall have the right, for the purpose of completing the Contractor Services, to take possession of all equipment, supplies and materials belonging to Contractor and purchased or leased for the performance of the Contractor Services. For such purpose, this Agreement shall be construed as an assignment

by Contractor to the Town of said equipment, supplies and materials.

4.4 **Periodic Reporting.** Upon the request of the Town, the Contractor shall promptly submit a report detailing the status of the Contractor Services including the progress toward achieving completion of any deliverables or project milestones. Additional reporting requirements may be set forth in Exhibit A.

SECTION 5 INTELLECTUAL PROPERTY MATTERS

5.1 **Intellectual Property Rights; Work for Hire.** Contractor agrees that any work of authorship created or developed by Contractor during performance or delivery of services to the Town, either individually or jointly with others, in the course of the rendering the Contractor Services to the Town shall be deemed a "work for hire," and the exclusive property of the Town. To the extent not deemed a "work for hire," by operation of law, with respect to any invention, trade secret, or work of authorship created or developed in the course of the rendition of services to the Town, Contractor hereby irrevocably assigns, transfers, and conveys to the Town all of Contractor's right, title and interest in such property, including but not limited to, all rights of patent, copyright, trade secret or other proprietary right in such property. Further, Contractor agrees to execute any documents or take any action reasonably requested by the Town to perfect the Town's ownership of any such property. Contractor further agrees that, to the best of its knowledge, all work created or developed by Contractor will be original and non-infringing.

5.2 **Dissemination of Information.** Contractor shall not disseminate any information, reports, information, data, etc., created, prepared, assembled or obtained in performance or delivery of Contractor Services to any third-party without the prior written consent of the Town. Contractor shall not issue publicity, advertising, news releases, grant press interviews or create or distribute social media regarding the Contractor Services or the Town during or after the performance or delivery of the Contractor Services without the prior written consent of the Town.

SECTION 6 INSURANCE

Contractor shall, at its sole expense, procure and maintain, the following insurance:

(a) Until completion of the Contractor Services:

i. Workers' Compensation and Employers' Liability Insurance covering *each and every worker employed in, about or upon the Contractor Services*, as provided for in each and every statute applicable to the Workers' Compensation and Employers' Liability Insurance.

ii. Commercial General Liability Insurance, written on an occurrence form including coverages for Bodily Injury, Broad Form Property Damage, Personal Injury, Products/Completed Operations, Liability arising out of Subcontractors, Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), and so-called Explosion, Collapse and Underground Hazards, with minimum limits of \$1,000,000 per

occurrence/\$2,000,000 per project general aggregate; \$1,000,000 aggregate for products and completed operations.

iii. Automobile Liability Insurance covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Contractor Services with a minimum combined single limit of \$1,000,000 bodily injury and property damage, including Form MCS-90 and Broadened Pollution Coverage via ISO form CA9948 or its equivalent.

iv. Umbrella Liability Insurance covering over underlying General Liability, Auto Liability and Employers' Liability Insurance with a minimum limit of \$5,000,000.

v. Professional Liability Insurance covering Contractor's errors and omissions relating to the Contractor Services if the Contractor Services involve rendering of professional advice or consultation, including designs, surveys, drawings, approval of maps, etc. Such insurance shall be provided at a limit of at least \$1,000,000. Such insurance may be maintained on a "claims made," basis but in such case it shall always be subject to a retroactive date that is effective prior to the effective date of this Agreement.

(b) After the Contractor Services are complete:

i. Products and Completed Operations for limits of \$1,000,000/occurrence; \$1,000,000 aggregate as provided by the Commercial General Liability Insurance form for three years.

ii. Professional Liability Insurance if the Contractor Services involves rendering of professional advice or consultation, including designs, surveys, drawings, approval of maps, etc. with a limit of at least \$1,000,000 for three years.

The Town reserves the right to refuse any exception to the standard limits and coverages if it is determined that the exception is not in the best interest of the Town. Contractor's insurance companies are to be licensed as "admitted," carriers in Massachusetts with minimum acceptable A.M. Best ratings of "A," and size Class VIII, or as otherwise acceptable to the Town, in its discretion. The Town reserves the right of final approval of Contractor's insurance companies.

Contractor agrees to waive any rights of subrogation against the Town, the Town's Customers, Member Municipalities, and their respective employees, subcontractors, engineers, workers and agents. Contractor shall name the Town and its officials and employees as additional insureds on its commercial general liability insurance, automobile liability insurance and umbrella liability insurance policies.

Contractor shall not begin rendering Contractor Services without first submitting to the Town the insurance certificate(s) that indicate the coverages required by this Agreement. The insurance certificate(s) shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor and Contractor shall in turn provide at least (thirty) 30 days advance notice of cancellation to the Town. If the policy expires prior to

completion of the Contractor Services, Contractor must submit replacement insurance certificate(s) prior to the policy expiration date. Failure to submit new certificates shall result in withholding payments and/or may lead to the termination of this Agreement. Contractor shall be solely responsible for tracking and reporting to the Town the expiration of the policies shown on the insurance certificate(s) provided.

Contractor shall be solely responsible for any damage to or loss to its property, equipment or materials regardless of its insurance coverage.

SECTION 7 INDEMNIFICATION BY CONTRACTOR² AND DAMAGES FOR BREACH

7.1 Indemnification. To the fullest extent allowed by law, Contractor (and its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) shall indemnify, defend, and hold harmless the Town (and all of the respective officials, officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns of the Town and each individual Member Municipality), and all Customers from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, and/or judgments caused by, arising out of, or related to any act or failure to act of Contractor (and/or its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) related to this Agreement, including, but not limited to, any failure on the part of Contractor (and/or its officers, directors, employees, servants, agents, representatives, attorneys, independent contractors, successors and assigns) to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement on its part to be performed or complied with. Contractor's indemnification obligation includes claims related to the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation. Contractor's indemnification obligation is not limited in any way by the amount or type of damages or compensation payable by the Town. Contractor agrees to pay all costs relating to indemnification claims, including reasonable attorneys' fees incurred in investigating and responding to claims, within thirty (30) days of receipt of a payment request.

7.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

7.3 Limitations. NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, Contractor acknowledges that the preceding sentence shall not limit the Town's rights to seek indemnification from Contractor for consequential, punitive, or incidental damages or other such losses claimed by third-parties.

² Note to Contractor: In accordance with guidance received from the Massachusetts Office of Attorney General, the Town cannot indemnify private parties.

7.4 **No Cap on Contractor's Liability**³. Contractor's liability under this Agreement shall not be limited to the value of the Contractor Services rendered under this Agreement; further, Contractor's liability shall not be limited by the availability of its insurance coverage.

7.5 **Notice of Claims.** Contractor will provide formal written notice to the Town in the event that Contractor receives notice of pending or threatened litigation, claims or assessments against the Contractor or the Town in connection with the Contractor Services rendered by the Contractor under this Agreement.

SECTION 8 CHOICE OF LAW AND DISPUTE RESOLUTION

This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws. Any dispute that arises regarding this Agreement that cannot be resolved by informal negotiations shall be submitted to nonbinding mediation. If the parties cannot agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. Each Party shall bear its own mediation costs. Injunctive relief may be sought by either Party without resorting to mediation to prevent irreparable harm. Exclusive venue for any judicial proceeding involving a dispute arising from this Agreement shall be Barnstable County Superior Court, Massachusetts. In any judicial action, the "Prevailing Party," shall be entitled to payment from the opposing party of its reasonable costs and fees, including, but not limited to, attorneys' fees arising from the civil action. "Prevailing Party," means the Party who most substantially prevails in its claims or defenses in the civil action. Contractor shall diligently carry on the Contractor Services and maintain the project milestone schedule during any dispute resolution proceedings, unless otherwise agreed to by the Town in writing.

SECTION 9 ASSIGNMENT AND SUBCONTRACTING

Except as expressly permitted in Exhibit D, none of the Contractor Services shall be subcontracted or assigned, in whole or in part, without the prior written approval of the Town, in its sole discretion. No subcontract or assignment shall relieve or discharge Contractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. Contractor shall provide prompt notice to the Town of any such permitted subcontract or assignment, together with the name and address of the assignee, and a copy of the subcontract or assignment instrument.

Any subcontractor who has been subcontracted, assigned or delegated thirty percent (30%) or more of the Contractor Services must abide by all of the terms and conditions of this Agreement, including, but not limited to, insurance requirements. The Town reserves the right to

³ Note to Contractor: The Town does not accept liability caps as a matter of public policy, and the constitutional prohibition on providing private parties with indemnification rights may also apply to such caps.

impose these requirements on subcontractors performing less than thirty percent (30%) of the Contractor Services.

SECTION 10 CONFIDENTIALITY AND CUSTOMER INFORMATION

10.1 **Confidentiality.** Through the term of this Agreement, the Parties may share certain confidential or proprietary information with each other. The Parties agree not to use this information for any purposes other than as needed to meet their respective obligations under this Agreement and to protect such information to the same standards as each Party holds its own confidential or proprietary information.

SECTION 11 MISCELLANEOUS

11.1 **Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Contractor to:

Dan O'Neil
8 Progress Road
Billerica, MA 01821

if to the Town to:

Lincoln Hooper
Director
Town of Harwich DPW
PO Box 1543
273 Queen Anne Road
Harwich, MA 02645

Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. Either Party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the Party of the obligation to provide notice as specified above.

11.2 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement

between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. To the extent any of the exhibits to this Agreement contain terms that conflict with the terms set forth in the main body of this Agreement, the language in the exhibits shall be disregarded. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

11.3 Independent Contractor; No Joint Venture. Contractor will perform all Contractor Services under this Agreement as an independent contractor. Contractor understands and agrees that none of its employees are Town employees by virtue of entering into this Agreement. Nothing herein contained shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Town and Contractor hereunder are individual and neither collective nor joint in nature.

11.4 Joint Workproduct; Independent Counsel. This Agreement shall be considered the workproduct of both Parties hereto. Each Party acknowledges that it has been represented by independent counsel or has had the opportunity to seek counsel in connection with this Agreement and all matters pertinent to it, and each Party waives the benefit of the rules of construction providing that an agreement should be construed against its drafter.

11.5 Waiver. No waiver by either Party hereto of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of either Party hereto to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

11.6 Records; Audit. Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims for payment under this Agreement. Contractor agrees that the Town may audit Contractor's books, records, and other compilations of data associated with the performance of this Agreement to ascertain that the payments requested by Contractor represent the value of the Contractor Services. All records shall be kept for a period of six (6) years commencing on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the retention period, all records shall be retained until the completion of the action and resolution of all issues resulting therefrom, or until the end of the retention period, whichever is later.

11.7 Headings and Captions. The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing this Agreement.

11.8 Political Activity Prohibited. None of the services to be provided by Contractor hereunder shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or in connection with any referendum question or legislative or grass-

roots lobbying activities.

11.9 Anti-Boycott Warranty. Contractor hereby warrants that, during the term of this Agreement, neither it nor any “affiliate of the Contractor,, as hereafter defined, shall participate in or cooperate with an international boycott, as defined in 26 U.S.C.A. §999 (b) (3) and (4), or engage in conduct declared unlawful by G.L. c. 151E, §2. An “affiliate of the Contractor,, shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by Contractor, or by a person or persons or business entity or entities that directly or indirectly own at least 51% of the ownership interests of Contractor.

11.10 Non-Discrimination in Employment and Affirmative Action. Contractor shall take affirmative action to ensure that its employees, and any member of the public eligible for service under the Energy Efficiency Plan, are treated without regard to race, color, sex, marital status, sexual orientation, age, religion, national origin, ancestry, handicap, disability, or veteran status. Contractor agrees to comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and in public accommodations.

11.11 Procurement Process. In entering into the Agreement, the Parties complied with the competitive procurement procedures required under G.L. c. 30B and have executed this Agreement in accordance therewith. If this Agreement was procured under G.L. c. 30B, Contractor represents that it has executed all certifications required by such statute, or will provide them concurrently with execution of this Agreement.

11.12 Third-Party Beneficiaries. Each individual Member Municipality is an intended third-party beneficiary of this Agreement, entitled to the full rights of this Agreement.

11.13 Savings Clause. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

11.14 Survival of Obligations. Termination of this Agreement for any reason shall not relieve either Party of any obligation accrued or accruing prior to such termination. In addition, the terms of Section 7 (Indemnification) and Section 8 (Dispute Resolution) and any other term that by its nature should survive, shall survive the expiration of termination of this Agreement.

11.15 Counterpart Execution; Scanned Copy. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the effective date first above written.

CONTRACTOR

TOWN

Signature
Print Name: Clint Schuckel
Title: Operations Manager – East Region

Signature
Christopher Clark
Town Administrator, Town of Harwich

Date

Date

1/16/09

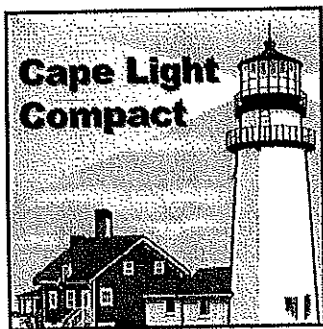
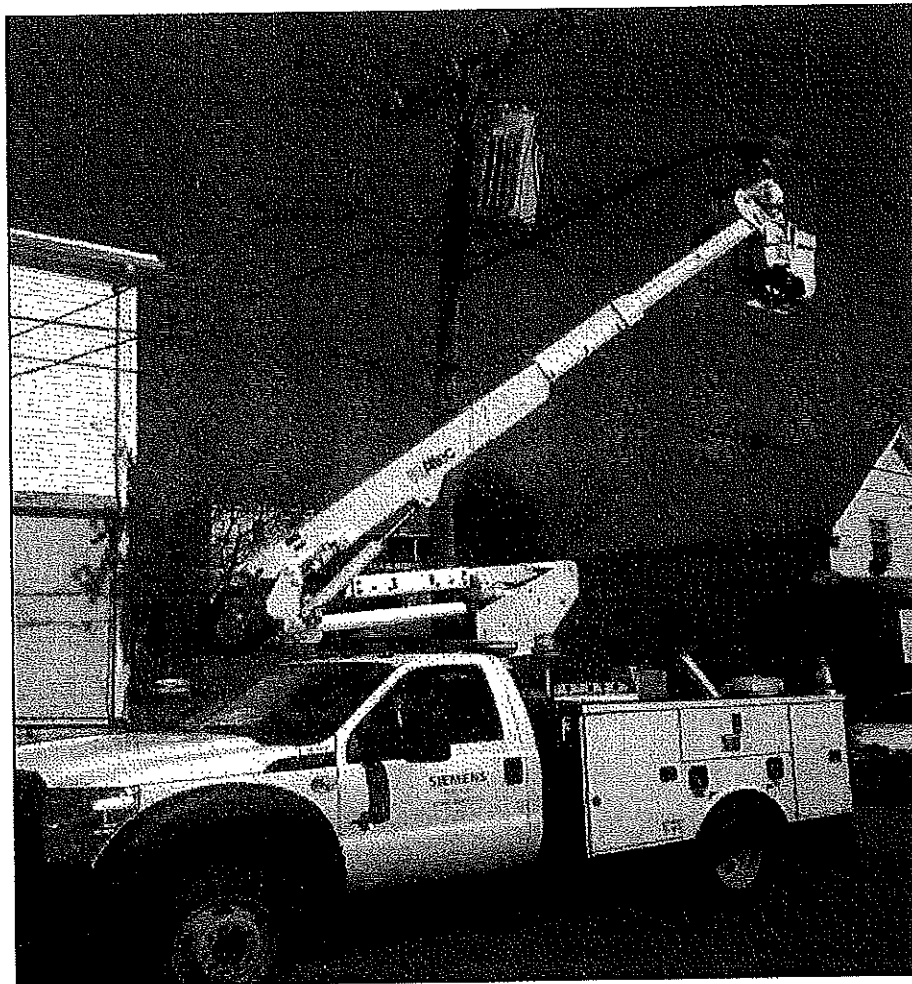
LIST OF EXHIBITS

- Exhibit A - Contractor Services
- Exhibit B - Compensation
- Exhibit C - Background Check Policy

EXHIBIT A
CONTRACTOR SERVICES

SIEMENS

Mobility



December 4, 2018

RFP Response:
Vendor for Municipal Outdoor
Lighting Operations and
Maintenance
2019-2021

usa.siemens.com/intelligenttraffic

SIEMENS

December 4, 2018

Cape Light Compact JPE
261 Whites Path, Unit 4
South Yarmouth, MA 02664
Attention: Margaret Downey

Re: Bidder's Submission Statement for Siemens Mobility, Inc.

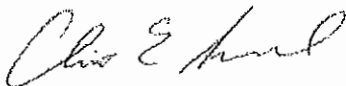
The undersigned Bidder hereby offers to perform the Services as described in the Request Proposal (RFP) dated *November 16, 2018*, prepared by Cape Light Compact, in accordance with the Proposal attached hereto. This bid offer is firm and shall remain in effect for a period of sixty (60) days after receipt thereof by Cape Light Compact.

In connection with such offer, the undersigned represents and warrants to Cape Light Compact that it has carefully and thoroughly reviewed the entire RFP and that it possesses the special experience, skills, and abilities necessary to perform the Services bid on in accordance with the specifications detailed in the RFP.

In addition, Siemens acknowledges and accepts the document titled "Q and A" posted by the Cape Light Compact on its website adjacent to the RFP. At the writing of this response, the Q and A document contained 4 questions and answers.

On behalf of the Siemens team described in the pages that follow, I appreciate the opportunity to compete for the Cape Light Compact members' business, especially now that I can lead this effort as newly appointed Operations Manager to ensure we exceed your expectations. We look forward to continuing our service as your trusted partner to maintain and improve outdoor lighting and related infrastructure with cost-efficiency and customer satisfaction embedded in all that we do together.

Sincerely,



Clint E Schuckel, PE
Operations Manager- NE Region

THIS DELEGATION ONLY APPLIES TO SIEMENS MOBILITY, INC. ALL CONTRACTS, BIDS, CERTIFICATES, AFFIDAVITS OR ANCILLARY DOCUMENTS TO BE SIGNED ON BEHALF OF SIEMENS INDUSTRY, INC. MUST BE SIGNED BY MARC BUNCHE AND MARSHA SMITH WITHOUT EXCEPTION

**DELEGATION OF APPROVAL AUTHORITY FROM
CEO MARC BUNCHE AND CFO MARSHA SMITH**

**Mobility Management
Rolling Stock
Intelligent Traffic Systems
Turnkey Projects & Electrification
Customer Services**

SIEMENS MOBILITY, INC.

- A. The undersigned **Marc Buncher, CEO** and **Marsha Smith, CFO** of the Siemens Mobility, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested as CEO and CFO to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith to the extent the foregoing instruments and are consistent with the limits of authority granted under LoA guidelines and grants of release for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$10 million.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
John Paljug VP – MM	Stefan Heckrath Senior Director, FBA – MM
Michael Cahill VP – RS	Christopher Halleus Senior Director, FBA – RS
Robin Stimson VP – RS MK&S	James Thornton Head of Procurement – MO
Chris Maynard VP – CS	Michael Tyler Senior Director, FBA – CS
Andreas Thon VP – TPE	Miriam Scheer Senior Director, FBA – TPE
Marcus Welz VP – ITS	David Buchfuehrer Senior Director, FBA – ITS

- B. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name or on behalf of the Corporation the same documents as referenced in paragraph A, up to and including a transactional limit of \$5 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Douglas Dreisbach Director, Projects – MM	Nick D'Alessandro Controller, Products & Freight Engineering MM
Stephan Klein, Senior Project Director – MM	Jessica Shaiegan Director, Procurement – MM
Steve Gilkin Sales Director - ITS	Valerie Conway Senior Director, RS SPR
David Gutierrez Director, RS LR	Thomas Wiechert Director, RS LR
Luis Tondi Resta Director, Products – MM	Chris Halleus Acting FBA – LM
Armin Kick VP – LM & HI	Thomas Glafenhein Director, RS SC BG & RS TD
Omid Akbarzadeh-Paydar Director, RS SC BG	Kim Swain Director, RS CRC
Raymond Ginnell Director, RS CRC	Angel Acuna-Siles Director, FBA Projects – MM
Mike Nolan Director, Sales – MM	Matthew Rumbold Manager, Procurement – CS
Laura Coates General Manager, RS TD	

- C. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$3 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Tony Ritter Director, CS	Nikki Bassi Director, RS
Reiner Martin Director, CS	Cathie Steele Director, CS LR & MM
Mark Bennett VP, Operations RS	Carrie Hernandez Director, RS SPR
David Hart Manager, TPE	Michelle Picard Director, RS
Cesar Losada Director, CS	Matthaeus Decker Manager, RS SPR
Dimitrios Andrikos Director, Bid & Project Management – ITS	Craig Debevoise Projects Commercial, ITS
Simon Davidoff Director, Data Services – CS	David Anderson Project Procurement Manager, TPE
Steve Teal Director, ITS Service	Rudolf Wagner Performance Controlling, MO

Jeb A. Echols Manager, Project Estimating -- MM	Warren Openshaw Director, Operations BA, RS
Paul Aichholzer Director, Projects, RS LM	Natalie Liggett Sr. Commercial Project Manager, MM
Rodrigo Resende Business Development Professional, TPE	Astig Arakelian Real Estate, MO

- D. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$1 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Paul Eliea, Director, MM	Tommy Charurat Director, Performance Controlling RS
David Costello, Director, MM	Gisela Kaufmann Controller, MM
Dave Jeanette Manager, MM	Constanze Kutschki Manager, RS SPR
Jim Lyons Sr. Manager, MM	Ronald Staggs Commercial Project Manager, RS LR
Jeff Balogh Sr. Director, MM	Mary Matos Commercial Project Manager, RS LR
George Long V, Engineering RS	Christine Jaw Commercial Project Manager, CS
Robert Martner Senior Project Manager, RS LM	Kavita Patel Commercial Project Manager, CS
Jeffrey Curran Project Manager, RS LR	Christopher Smith Commercial Project Manager, RS LR
Duane Kopp Project Manager, CS	Adam Huey Commercial Project Manager, RS CRC
Ron VanHuksloot Project Manager, RS LR	Thomas Koprowski Commercial Project Manager, RS SC BG
Thomas Stehlik Project Manager, RS ME	David Spence Commercial Project Manager, ITS
Viorel Aninoiu Project Manager, RS LR	Sabine Andrikos Commercial Service Manager, ITS
Carsten Nebe Project Manager, RS CRC	Solomon Lee Commercial Project Manager, MM
Mark Anderson Project Manager, CS	David Sarles Procurement Commodity Manager, MM
Aaldrik Metting Project Manager, RS LR	Stuart Adler Project Procurement Manager, MM
Jochen Woern Project Manager, CS	Joel Nielsen Commercial Project Manager, RS LR
Chander Khanna, Sr. Director, Manufacturing Processes RS	James Hryniewicz Commercial Bid Manager, TPE
Ibrahim Kalender Project Manager, RS SC BG	Daria Lesnykh Commercial Project Manager, CS

Barry Sidler Program Manager, CS	Donna Lam Commercial Project Manager, RS CRC
Luis Correia Project Manager, CS	Noureann Mitchell Procurement Project Manager, ITS
Michael Hutchens Operations Manager, ITS	Rosa Baquero Commercial Project Manager, Field Services RS
William Tucker Operations Manager, ITS	Sarah Jenik Commercial Support, CS
Gerhard Leitner Field Engineering Management, CS	David Michna Commercial Project Manager, CS
Ivan Bukin Project Manager, CS	Peter Silberhorn Commercial Project Manager, RS CRC & ME
Kevin McGrew Director, Quality RS	Lars Volger Commercial Project Manager, MM
Goutham Lingannagari Senior Manager Projects, ITS	Tien Pham Commercial Project Manager, CS
Jamil Nasr Engineering Director, MM	Liam Nelson Commercial Project Manager, TPE
Ben Linden Senior Director Carborne Engineering, MM	Marcin Szczapa Commercial Project Manager, CS
Christopher Hammett Project Manager, TPE	Clive Lepper Commercial Project Manager, RS LR
Abhinav Mitra Project Manager, TPE	Michael Keats Commercial Project Manager, TPE
Matthew Thomas Project Manager, CS	Noe Padilla Commercial Project Manager, TPE
Mason Boswell Project Manager, RS LR	Nishant D'Sa Commercial Project Manager, MM
Stefan Lauer Project Manager, TPE	Lauren Westfall Commercial Project Manager, MM
Mark Godsey Project Manager, TPE	Lisa Carns Commercial Project Manager, MM
Shawn McCualg Director, Field Services RS	Angela Hunter Commercial Project Manager, MM
Evgeny Inozemtsev Project Manager, RS SC BG	Michelle Hillen Commercial Project Manager, MM
Francois-Xavier Beau Project Director, MM	Anchal Bansal Commercial Project Manager, ITS
Jacob Street Project Manager, MM	Claudia Thiele Commercial Project Manager, ITS
Michael Carlo Project Manager, RS LR	Juan Pinez Controlling, RS TD
Benjamin Kotze Head of Engineering, TPE	Rogério Lavieri Commercial Project Manager, RS LM
Rolf Neuhaus Project Manager, RS CRC	Varnnaphapar Mekwattana Commercial Project Manager, RS SC BG
Hany Gadalla Project Manager, TPE	
Dave Kost Production Manager, TPE	
Nicholas Corley Warehouse Manager, TPE	
Tony Abboreno Project Manager, TPE	

Eddie Urioste Project Manager, TPE	
Erik Schildknecht Project Manager, CS	
Jon Aliason Project Manager, CS	
Malte Schierwater Project Manager, RS LM	
Timothy Ferguson Head of Operations, RS TD	
Clint Schuckel Operations Manager, ITS	
Laryssa Parker Head of Digital Lab, ITS	
Charles Bell Project Manager, RS LR	
Nathan Kalesnikoff Project Manager – Bids & Proposals, TPE	
Jonathan Vann Project Manager, TPE	
Alejandro Sierra Project Manager, TPE	

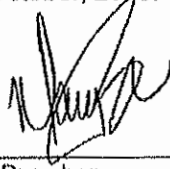
- E. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as they are referenced in paragraph A, up to and including a transactional limit of \$250 thousand. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Diana Johnson Bid Manager, ITS	
John Billings Bid Manager, ITS	
David Love Sales Manager, ITS	
Robert Paquette Sales Manager, ITS	
Stefan Kraemer Business Developer, RS TD	

- F. It is further acknowledged that each of the signatures of the persons referred to in paragraphs A, B, C, D, and E are binding upon the Corporation.
- G. It is further acknowledged that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- H. It is further acknowledged that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.

1. It is further acknowledged that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 1st day of October, 2018.



Marc Buncher
CEO
Siemens Mobility, Inc.



Marsha Smith
CFO
Siemens Mobility, Inc.

SIEMENS

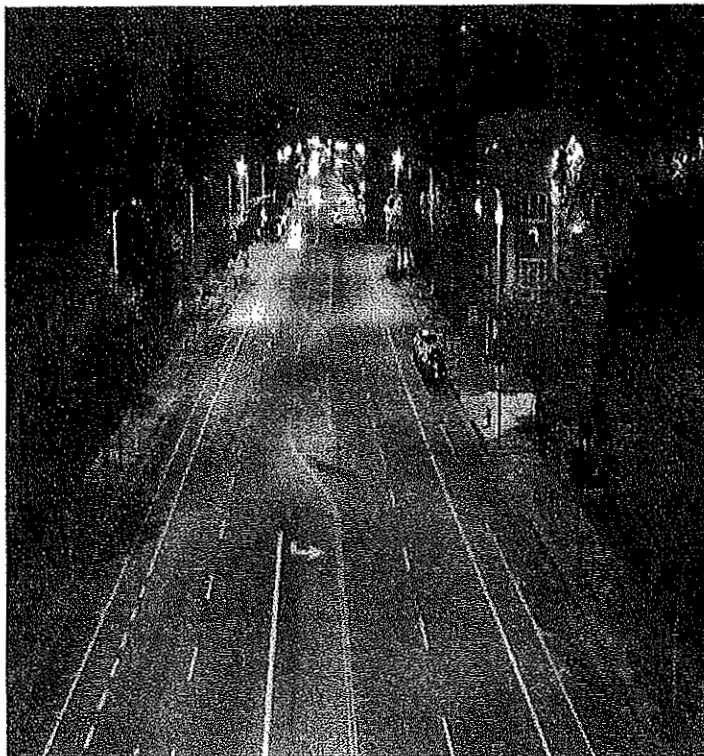
Response Notes

Note: In the pages that follow, Siemens answers two sets of questions found in the RFP:

- 1) Questions numbered 1 to 12 in Section 5 "Qualifying Questions/Information," and;
- 2) Questions labeled a) through j) in Section 9.2.1 "Narrative Requirements."

Where the questions in each respective section are very similar; cross references may be listed where appropriate rather than repeating the full question response.

Please note the terms "municipalities, CLC members, and communities" are used in this response interchangeably to represent and refer to all entities, including Towns and various Fire Districts, for which this group procurement is being coordinated by CLC. One other note is that we have attempted to be brief in our responses in order to respect the time of the reviewers. We answered each question as succinctly as possible and still provide the information requested. Understanding that selecting the 'best fit vendor' for this critical long-term project is the objective of the process CLC is coordinating, Siemens is happy to follow up on any topics in a question/answer format, either written or via an interview with our team, as deemed necessary.



SIEMENS

QUESTIONS FROM RFP SECTION 5: QUALIFYING QUESTIONS/INFORMATION

1. Detailed description of the proposed approach and capability for services that can be provided

Siemens' approach both builds on our 15 years of experience maintaining streetlights on the Cape and seeks to improve and refine our processes in a customer-centric fashion now that Clint Schuckel has taken over as Operations Manager this past August. Clint's job is to ensure that our Project Manager has access to all the necessary Siemens resources: field staff, technical support (energy engineer), and equipment to get tasks completed in a timely fashion. The means that in early 2019 we need to confirm a clear communication channel and related expectations between our Project Manager and the municipality point of contact(s) so that as work develops, whether via projects large or small, the right people are communicating from the outset. It is important for Siemens to understand roles and responsibilities in each member community, what medium they prefer to communicate (phone, email, text, online portal), and how often they want information. In some cases, there are operational contacts who just want confirmation that outages have been promptly addressed, while others may be more concerned about invoices, capital improvements, or available budget. Satisfying both operational and financial elements are keys to successful management of a streetlight maintenance contract that could include week-to-week outage responses as well as potentially system upgrades, such as additional retrofits or dimming controls.

Siemens' capabilities for services are listed in the table below.

Routine Maintenance (Fixed Fee or Time and Materials)	Response Maintenance (Time and Materials)
<ul style="list-style-type: none"> • RMA Of LED Fixture (Shipping and Handling) 	<ul style="list-style-type: none"> • Emergency response- Accident scene make safe from fallen wire or street light/traffic signal pole
<ul style="list-style-type: none"> • Warranty Defective LED 	<ul style="list-style-type: none"> • Wire repair or replacement
<ul style="list-style-type: none"> • Traffic Control 	<ul style="list-style-type: none"> • Fixture repair/replacement (non-warranty)
<ul style="list-style-type: none"> • General Cleaning 	<ul style="list-style-type: none"> • Mast arm repair/replacement
<ul style="list-style-type: none"> • Bi-annual Night Checks (w/out controls) 	<ul style="list-style-type: none"> • Pole replacement
<ul style="list-style-type: none"> • Photocell 	<ul style="list-style-type: none"> • Pole foundation or conduit replacement
<ul style="list-style-type: none"> • Fuses and Fuse Holders 	<ul style="list-style-type: none"> • Graffiti removal
<ul style="list-style-type: none"> • Wiring Problems – troubleshooting 	<ul style="list-style-type: none"> • Pole painting
<ul style="list-style-type: none"> • False Calls 	<ul style="list-style-type: none"> • New fixture installation, removal or relocation
	<ul style="list-style-type: none"> • All traffic signal repairs, troubleshooting, and capital improvements

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Additionally, Siemens has the following capabilities:

- Online outage reporting webpage:
<https://partners.sea.siemens.com/Siemens.Industry.Mobility.CS.Web/CreateNewRequestANonymousUser.aspx>
- Customer Satisfaction Survey:
<http://www.industry.usa.siemens.com/mobility/us/en/urban-mobility/road-solutions/intelligent-transportation-systems/Pages/cs-customer-survey.aspx>
- All traffic control and safety equipment that is needed to protect technicians and the public;
- Obtain all necessary permits on State owned highways;
- Coordination with Town staff, residents, and businesses as needed for difficult access to lights;
- Fixture selection, energy savings analyses, and documentation as required for energy efficiency incentives, including any that may be offered in the future for dimming via wireless controls;
- Implementation of new technology via pilot programs or community-wide scales, for example, the smart parking pilot project we installed for the Town of Yarmouth;
- Fleet of specially outfitted vehicles, which are supplied with the latest tools and equipment; and
- Additional equipment, such as a crane for setting poles, dump trucks and excavators for work that involves minor excavations.

2. List of all currently employed staff proposed to provide the indicated services and summary of their qualifications, including technical training, licensing, etc. (e.g. Professional Engineers), provide an organizational chart, if available

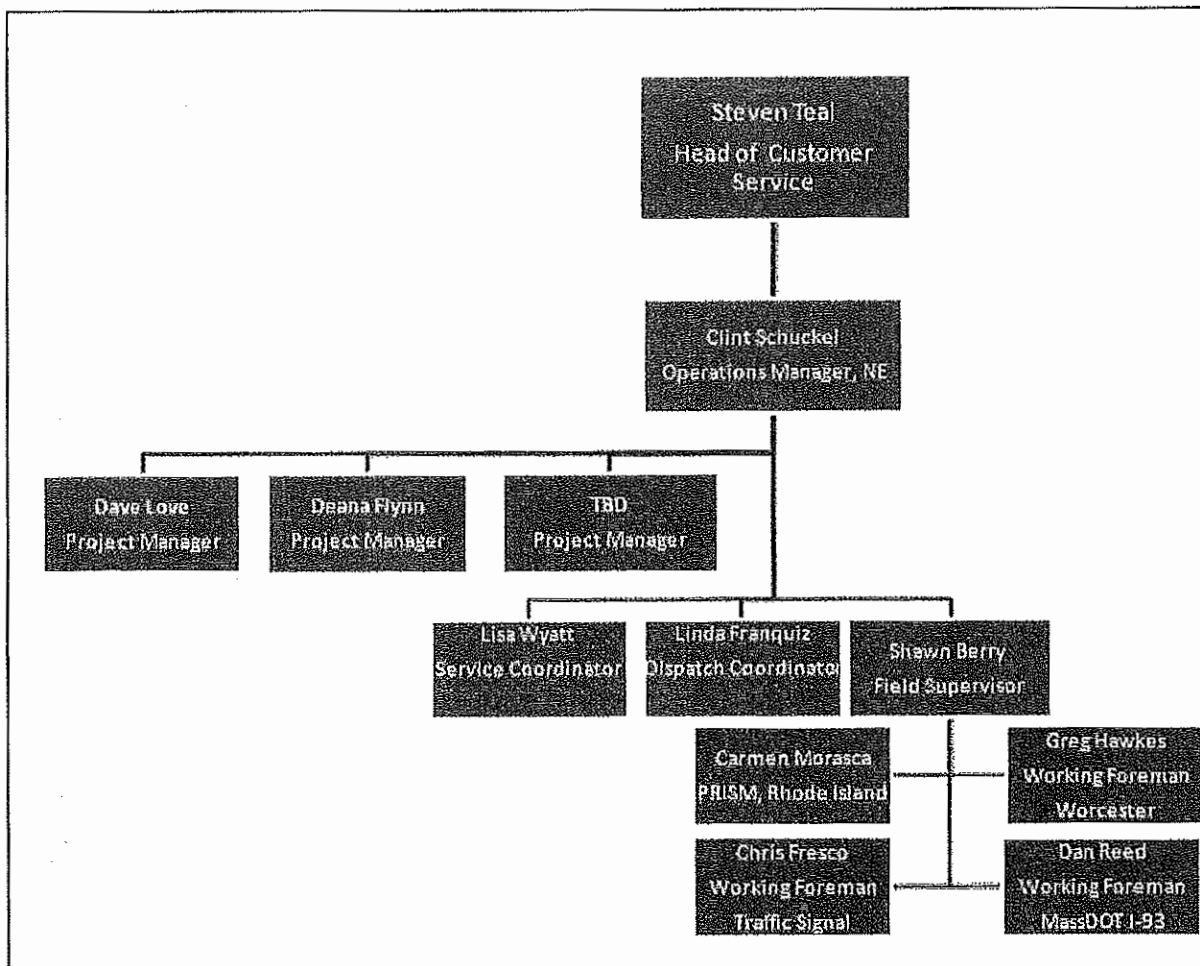
Siemens offer CLC members the unique advantage of direct experience and knowledge of each community gained from time spent maintaining streetlights on Cape since the assets were purchased from Eversource over 15 years ago. Our team members that will lead our efforts beginning in 2019 have been directly involved with streetlight installation and maintenance on the Cape for the past 5 years or more. Our Operations Manager, **Clint Schuckel**, is a Professional Engineer (Civil), with over 15 years spent in municipal traffic and streetlight operations. He was also Siemens' Account Manager/Energy Engineer who led the Siemens Sales Team proposal for the streetlight retrofit project in 2013 and worked with each member on the project design and contract documents. Clint is joined by **Richard O'Hearn**, Senior Engineer, who completed a variety of energy analyses related to the original streetlight conversion in 2013-2014 and has since supported a number of small projects for CLC member communities and Siemens retrofits around New England.

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The Siemens team also includes Project Manager **David Love**, who has directed the day-to-day operations of streetlight maintenance since 2016. In addition, our electricians who completed many of the streetlight retrofits ~5 years ago continue to work at Siemens and will be available to the CLC members. These electricians include **Daniel Reed**, **David Morrow**, and **Carmen Morsaca**.

Siemens will provide any additional licensing or certification information upon request.

Organizational Chart for Siemens CLC Team



SIEMENS

3. If Bidder intends to hire additional staff in order to provide proposed services, a description of its approach to hiring and the qualifications it will require of prospective employees should be included

Siemens has no immediate plans to increase staff, however, the combination of our project-based service business and New England weather means that we typically hire several electricians as the spring construction season approaches and workload increases. Siemens hires from local IBEW chapters based on the location of various projects and associated staffing needs. Our field technicians are MA-licensed journeymen electricians that are DOT/OSHA-certified to operate the company's standard bucket trucks, typically a Ford F-550 with an Altec boom that can reach up to 40 feet. Employees also maintain First Aid/CPR certifications, attend Siemens' annual safety training on procedures to avoid workplace injuries or property damage, and receive weekly safety reminders ("tool box talks").

4. Proposed approval process for Municipality for work to proceed and then be billed

When streetlight outages are reported, the cause of failure and/or condition of electrical feed, fixture, photocell, bracket arm, pole, etc. are unknown until the electrician is able to arrive on site to investigate. Given the travel time associated with reaching the pole, the idea of a proposed approval process is to gain the cost advantage of "just fix what you find while you're there" versus the legitimate concern that the municipalities need some level of oversight/approval process to ensure that some atypical, higher cost repairs are authorized first before the contractor proceeds. Therefore, Siemens' proposed approval process would entail establishing a dollar threshold that would separate work into "no pre-approval required" and "approval required" categories. This could come in the form of 1) a verbal approval that the electrician receives while at the fixture, or 2) a written quote, as the situation dictates. Often a written quote is used for pole knockdowns, new fixture installations or conversions, or group re-wires. With acceptance of a verbal approval or written quote, Siemens would be authorized to complete the work and bill the municipality during the next monthly billing cycle after completion of the assigned task(s).

Based on past experience, Siemens would propose that a threshold in the \$500-\$1000 range is an appropriate balance between "fix while there" and the municipality's need to review and approve higher cost repair work. This threshold would represent work that is greater in cost than a pole transfer, or more than about 3-6 hours of labor time. The vast majority of outages, whether the fixture, photocell, bracket arm, or wire feed needs to be replaced, do not take this long to complete and would fall under the agreed upon threshold. Siemens is open to discussing alternative approval processes as requested.

**FIRST AMENDMENT TO
OUTDOOR AREA LIGHTING OPERATION AND MAINTENANCE
AGREEMENT**

THIS FIRST AMENDMENT (the "Amendment") to the Outdoor Area Lighting Operation and Maintenance Agreement dated as of 10th of December, 2021 (the "Agreement") between the Town of Harwich ("Town"), and Siemens Mobility ("Contractor") is made effective as of January 1, 2022. The Town and Contractor may be referred to herein collectively as the "Parties" or either singularly as a "Party."

WHEREAS, under the Agreement, Contractor is providing services to the Town in connection with the operation and maintenance of the Town's municipal street light system; and

WHEREAS, the Parties have agreed to extend the term of the Agreement as specifically set forth below.

NOW THEREFORE, in accordance with Section 11.2 of the Agreement, the Town and Contractor, intending to be legally bound hereby, agree as follows:

1. **Definitions.** Terms not specifically defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. **Amendments to Agreement.**

- Section 1.1 of the Agreement is hereby stricken and replaced with the following:

This Agreement is effective as of the date set forth above and shall continue in force and effect until June 30, 2022, unless this Agreement is terminated before such date under the provisions of Section 1.2.

3. **Effect on Agreement.** All other provisions of the Agreement shall remain unchanged, binding, and effective.

4. **Counterparts; Scanned Copy.** This Amendment may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement between the Town and Contractor effective as of the date set forth above.

CONTRACTOR

TOWN

DocuSigned by:
Joseph F. Powers
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Signature
Print Name: _____

Signature
Print Name: Joseph F. Powers

Title: _____

Title: Town Administrator

12/10/2021 | 2:07:25 PM EST

Date

Date

Low Bidder: Siemens Mobility

Bid Price: \$ N/A

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature **before Wednesday morning**** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$25,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: Carol Coppola Account # 014242 52110
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator:

Joseph F. Powers

0623C0C5799644E...

Note: Failure to gain sign-off **before Wednesday at noon results in the contract being delayed to the next meeting.