

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.

Tuesday, November 12, 2019

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

I. CALL TO ORDER

- II. EXECUTIVE SESSION** – 1. Pursuant to M.G.L. c. 30A, § 21(a)(3) to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares –Harwich Emergency Telecommunication Dispatchers– possible vote
2. Pursuant to M.G.L. c. 30A, §21(a)(3), review current status and strategy recommendations with Town Counsel with respect to a pending litigation matter *Viprino v Harwich*

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

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

V. PUBLIC COMMENTS/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Minutes:
1. May 28, 2019 Regular Session
B. Vote to approve Caleb Chase Fund request in the amount of \$800.00
C. Vote to accept the resignation of Gary C. Miller, Harwich Accessibility Rights Committee, effective 10.31.19

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

- A. Decision on all property will be taxed at the same rate for Fiscal Year 2020 as set forth in Chapter 40, Section 56 of the Massachusetts General Laws.

VIII. NEW BUSINESS

- A. Annual Meetings with the Board:
1. Council on Aging
2. Board of Assessors
3. Finance Committee
B. Vote – Chapter 90 Project Request – Lower County Road Patching
C. Vote to endorse CPC Grant Agreement for Cape Housing Institute in the amount of \$7,500.00
D. Vote to endorse CPC Grant Agreement for Habitat for Humanity in the amount of \$300,000.00
E. Request for approval for Hawkers & Peddlers license for Pilgrim Lodge to sell Christmas Trees and waive associated \$60.00 fee.
F. Request for approval for one (1) one day alcohol license permit for Wychmere Beach Club. The event will be held at The Wychmere Beach Club on Saturday, January 18, 2020 from 5:00 PM – 11:00 PM for a corporate holiday party
G. Request for approval – Traffic Plan - Cultural Center Holiday Light Display – Scheduled for 11/30/19 – 12/31/19
H. Weston & Sampson – Letter Agreement and Proposed Scope and Cost for a Peer Review of Sewer Contracts, Phase 2, Contract # 1 and Contract #2- Discussion
I. Weston & Sampson – Agreement for Wastewater Consulting Services - DHY Party Wastewater Project Reviews - Discussion

IX. CONTRACTS

- A. Vote to Approve - Champion Salt LLC – FY 20 road salt contract in the amount of \$107,780.00

X. OLD BUSINESS

XI. TOWN ADMINISTRATOR'S REPORTS

- A.
B. Departmental Reports

XII. SELECTMEN'S REPORT

XIII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
November 6, 2019

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

CONSTRUCTION SCHEDULE – WEEKLY UPDATE

Date Submitted: November 6, 2019

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

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

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

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

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

- Mainline Sewer Crew # 1
 - Continue Installation on RT 39 * West from Spence's Trace *
 - Service & Sideline Stubs
- Mainline Sewer Crew # 2
 - Commence Installation on Ellis Drive * For the Three days only *

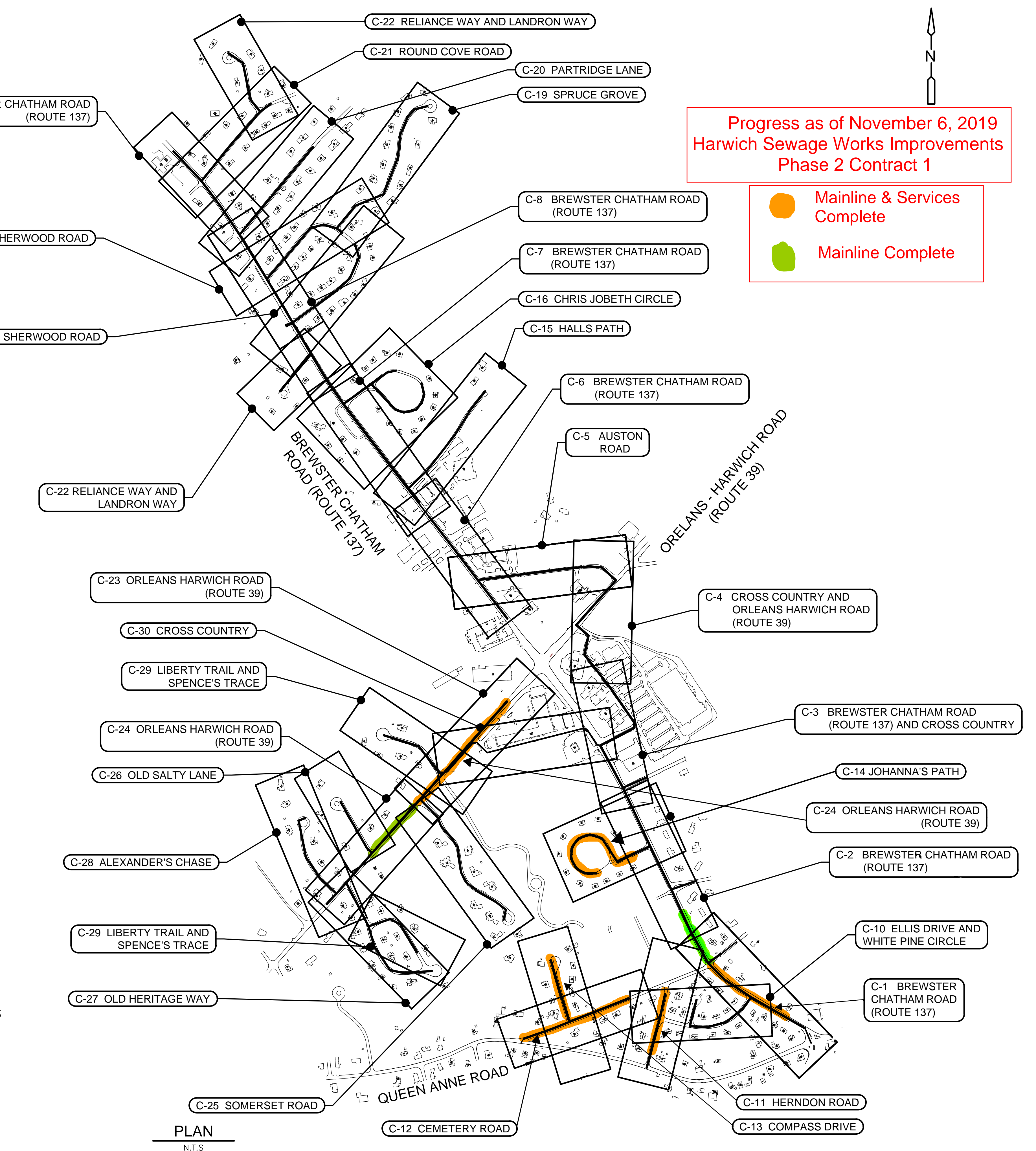
Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving , and performing general cleanup at various locations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



Progress as of November 6, 2019
Harwich Sewage Works Improvements
Phase 2 Contract 1

 Mainline & Services Complete

 Mainline Complete



C-22 RELIANCE WAY AND LANDRON WAY

C-21 ROUND COVE ROAD

C-20 PARTRIDGE LANE

C-19 SPRUCE GROVE

CHATHAM ROAD (ROUTE 137)

C-8 BREWSTER CHATHAM ROAD (ROUTE 137)

SHERWOOD ROAD

C-7 BREWSTER CHATHAM ROAD (ROUTE 137)

SHERWOOD ROAD

C-16 CHRIS JOBETH CIRCLE

C-15 HALLS PATH

C-6 BREWSTER CHATHAM ROAD (ROUTE 137)

C-22 RELIANCE WAY AND LANDRON WAY

C-5 AUSTON ROAD

BREWSTER CHATHAM ROAD (ROUTE 137)

ORLEANS - HARWICH ROAD (ROUTE 39)

C-23 ORLEANS HARWICH ROAD (ROUTE 39)

C-30 CROSS COUNTRY

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

C-29 LIBERTY TRAIL AND SPENCE'S TRACE

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

C-24 ORLEANS HARWICH ROAD (ROUTE 39)

C-14 JOHANNA'S PATH

C-26 OLD SALTY LANE

C-24 ORLEANS HARWICH ROAD (ROUTE 39)

C-28 ALEXANDER'S CHASE

C-2 BREWSTER CHATHAM ROAD (ROUTE 137)

C-29 LIBERTY TRAIL AND SPENCE'S TRACE

C-10 ELLIS DRIVE AND WHITE PINE CIRCLE

C-27 OLD HERITAGE WAY

C-1 BREWSTER CHATHAM ROAD (ROUTE 137)

C-25 SOMERSET ROAD

C-12 CEMETERY ROAD

C-11 HERNDON ROAD

C-13 COMPASS DRIVE

PLAN

N.T.S.

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MAY 28, 2019
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Joe Powers, Town Clerk Anita N. Doucette, Tina M. Games-Evans, Meredith Henderson, William D. Crowell, Judith Underwood, Mark P. Kelleher, Kimberly E. Bourgea, Lincoln Hooper, Renee Davis, Ray Chesley, Tom Caruso, Matt Hart, John Rendon, and others.

SWEARING IN OF ELECTED OFFICIALS

Ms. Doucette, Town Clerk, swore in Mr. MacAskill and Mr. Ford as Selectmen, Ms. Doucette at Town Clerk, Ms. Games-Evans as Monomoy Regional School Committee—3 year, Ms. Henderson as Monomoy Regional School Committee—1 year, Mr. Crowell as Brooks Free Library Trustee, Ms. Underwood as Water Commissioner, Mr. Kelleher as Housing Authority—5 year, and Ms. Bourgea as Housing Authority—2 year.

WEEKLY BRIEFING

Lincoln Hooper, Director of the Division of Highways and Maintenance, thanked the employees in the Department of Public Works for their hard work in preparing for Memorial Day Weekend.

PUBLIC COMMENTS/ANNOUNCEMENTS

Steve Scannell suggested to the Board that the town invest a larger budget into parking improvements in the Town to accommodate increased tourism in the future. Mr. Ballantine suggested he join the committee for the Comprehensive Plan.

CONSENT AGENDA

- A. Vote to approve Caleb Chase Fund request in the amount of \$207.07

Mr. McManus moved to approve the Caleb Chase Fund request in the amount of \$207.07. Mr. MacAskill seconded, and the motion carried by a unanimous vote.

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

- A. Town's Auditors, Powers & Sullivan, discuss their review of the following departments: DPW, Harbor, and Recreation

Renee Davis, audit partner with Powers and Sullivan, explained the process by which the company evaluates the Town's finances and systems for addressing financial risk. This year, they evaluated DPW, Harbor, and Recreation. She reported that DPW has a very good system and found nothing

significant needing to be addressed. They looked at the Harbormaster because they like to review departments with new developments, such as Saquatucket Harbor. She explained the Harbormaster demonstrated a good ability to track revenue. They also reviewed the Recreation Department. Ms. Davis explained that, this season, the biggest concern is tracking the money collected at the beaches. She expressed that the company provided some recommendations to each department under review and that each department has been very receptive to their suggestions.

Mr. Ballantine asked about inconsistencies in the accounting systems across departments. Ms. Davis responded that each department uses accounting software specific to each department's needs and that this is consistent with other towns. She added that there are few options for municipal accounting systems. She has seen other towns moving to more online credit card payment systems, which may allow for better efficiency.

B. Public Hearing – Proposed amendments to the Building Department fees—Corrections to Commercial Fees

Ray Chesley, Building Commissioner, explained the proposal to break the current commercial building fee (\$0.75 per square foot) into sub-categories for building (e.g. roofing, demolition, etc.). This is similar to the residential building fee categories.

Mr. Ballantine asked for clarification in the disparity. Mr. Chesley explained that, as an example, it would currently cost a commercial building \$0.75 per square foot solely to re-roof the building. They are proposing to charge \$0.075 per square foot to re-roof a commercial property, which is more in line with the Town's costs for inspections and paperwork.

There were no public comments.

Mr. MacAskill moved to close the public comments portion of the public hearing. Mr. Howell seconded, and the motion passed by unanimous vote.

Mr. Ford asked about how we compared with other towns. Mr. Chesley explained that other towns do not break the building fees down to the degree that is being proposed, but that he felt this was fairer.

Mr. MacAskill asked about the procedure for determining the prices. Mr. Chesley responded that he based it off the cost of a specific building renovation vs. the entire building, but also included a minimum fee (\$150) for all renovations in order to cover the costs incurred by the town.

Mr. McManus asked if the application fee (\$70) was part of the minimum (\$150) fee. Mr. Chesley said they were not.

Mr. Howell explained that fees should be charged to support the cost of the work and not provide a profit. He is confident the proposed corrections are in line with this. He motioned to accept the schedule as submitted. Mr. MacAskill seconded, and the motion carried by unanimous vote.

C. Public Hearing – Proposed amendments to the Disposal Area fees—Proposed increase to the C&D tip rate and to add a fee for Treasure Chest Stickers

Mr. Hooper outlined the fees he is recommending be increased and clarified that he is not recommending an increase in the residential sticker fee. He explained that the construction and

demolition (C&D) tip rate is meant to support the increase in demand. He is also recommending a fee for the Treasure Chest Stickers to ensure the stickers are only going to Harwich residents and to offset the cost of implementing the program.

Mr. Ballantine opened the discussion to public comment.

A couple member of the public expressed concern with increased costs to taxpayers for the Treasure Chest program that should be helping to keep waste out of landfills. One shared that similar programs in other towns are free for residents with appropriate town transfer station stickers and some allow non-residents to access these re-use programs for a fee.

Mr. McManus expressed concern that the fee proposed for the Treasure Chest Sticker seems much higher than what would be necessary to cover the costs of running the program.

Mr. MacManus proposed to close the public hearing. Mr. Howell seconded, and the motion passed unanimously.

Mr. Ford asked Mr. Hooper to explain the discrepancy between the cost of the sticker and the costs incurred by DPW.

Mr. MacAskill suggested that the cost of implementing the Treasure Chest program is likely going to be even less than Mr. Hooper is estimating now that the town has limited the program to town residents only. He doesn't see a reason to charge residents for the program.

Mr. Howell clarified with Mr. Hooper that this fee would affect both people dropping off as well as picking up Treasure Chest items.

Mr. Hooper reiterated the difficulty for staff and volunteers in ensuring that only town residents access the Treasure Chest.

Tom Caruso, Treasure Chest Committee Chairman, explained that the program needs a dedicated employee all day Saturday/Sunday in order to enforce the Harwich resident only policy. Volunteers do not like enforcing this policy because they are frequently harassed by the public when they do.

Mr. Howell suggested approving the other parts of the schedule and reconsidering a sticker fee that would better fit the costs of the Treasure Chest. Mr. Clark, Mr. MacAskill, and Mr. Ballantine also agreed that the Treasure Chest Sticker fee required more research.

Mr. MacAskill made a motion to approve the proposed amendments to the disposal area fees minus the Swap Shop sticker as presented. Mr. Howell seconded.

There was some discussion by the Board about how to follow up and properly address the needs of running the Treasure Chest.

The motion to approve the selected amendments past by unanimous vote.

D. Public Hearing – Proposed amendments to the Harbor Management Plan—Snack Shack Lease – Liquor Exception (Joint session with Waterways Committee)

John Rendon, Harbormaster, explained he is requesting a change to the Harbor Management Plan to allow for a seasonal liquor license already approved by the Board. There would still be no liquor allowed on any public pier or landing.

Mr. Ballantine opened the hearing to public discussion.

Several residents expressed concern and frustration about allowing alcohol at the Snack Shack, that it potentially violates current law, and that it would negatively impact parking availability.

Mary Anderson
Tom Shorey
Peggy Gabor

Julie Kavanaugh, Town of Harwich resident, expressed support for the Snack Shack's liquor license and appreciated the benefits the new establishment has provided to town residents. She also clarified that the liquor license was already approved, and that the new establishment isn't covered under the current management plan.

Sunny Hall, Town of Harwich resident, expressed support for the Snack Shack and has not experienced any trouble with parking.

Matt Hart, Chairman of the Waterways Committee, clarified that alcohol had been discussed in the process of allowing the license. He said that the town attorney felt that allowing the private Snack Shack facility to have a liquor license was in compliance with the current Harbor Management Plan, but the Waterways Committee had decided to make an amendment to the Plan for continuity.

Mr. Ballantine closed the public discussion.

Mr. McManus expressed that he had voted against any commercial establishments at Saquatucket Harbor, but the town had voted in favor of this development multiple times. He doesn't think it makes sense to vote against the establishment after so much discussion and work has gone into allowing for it.

Mr. Howell thinks that the Snack Shack's location on public property supersedes any of the previous decisions. He reiterated his previous opinions that the town has approved licenses and building plans without doing its homework ahead of time.

Mr. Ford expressed support for amending the Plan as proposed. He understands the concerns regarding the process, however he expressed appreciation for the work that the committees had put forth on the project to create the beautiful new facility at Saquatucket Harbor.

Mr. MacAskill isn't willing to support the amendment proposed because it is contingent upon a lease which had not yet been finalized.

Mr. McManus made a motion to approve the recommended change in Section 7.17 of the Harbor Management Plan as proposed. Mr. Ford seconded.

The Board engaged in discussion regarding the discrepancy in the number of seats allowed at the Snack Shack. The Board had last allowed 80 seats, but the Board of Health allowed only 50 seats, so the owner of the Snack Shack came into compliance with the Board of Health in the lease agreement.

The motion to approve the recommended change to the Harbor Management Plan passed by a vote of 3-2, with Mr. MacAskill and Mr. Howell opposed.

NEW BUSINESS

A. Saquatucket Marina Vendor Shacks Guidelines and Application Procedure

Carolyn Carey, Community Center Director, outlines plans for the vendor shacks at Saquatucket Marina. The set hours will be 9am-6pm, and vendors must submit written requests to run past 6pm. Vendors will be selected using a juried system.

Mr. Ballantine asked if Ms. Carey was concerned with the weekly turnover.

Mr. MacAskill, Mr. Howell, Mr. McManus, and Mr. Ford expressed support for the Vendor Shacks and the Community Center's efforts in the project, with Mr. McManus suggesting that they be incorporated in future updates to the Harbor Management Plan.

Mr. MacAskill moved to approve the Saquatucket Marina Vendor Shacks Guidelines and Application Procedure. Mr. McManus seconded, and the motion carried by unanimous vote.

B. Harwich Inn & Tavern at 77 Route 28 W. Harwich requests Sunday Entertainment license: Inside only from 1:00pm – 12:00am.

Mr. MacAskill moved to approve the Harwich Inn & Tavern at 77 Route 28 W. Harwich request for Sunday Entertainment license: Inside only from 1:00pm-12:00am.

Mr. Howell seconded under the condition that there are provisions for closed windows and doors.

The motion carried by unanimous vote.

TOWN ADMINISTRATOR'S REPORTS

Mr. Clark discussed plans to improve the construction project process.

He introduced Joe Powers, the new Assistant Town Administrator, who will be working on updating the procurement process.

He asked the Selectmen to consider vacation schedules, with summer approaching, as well as a date for the non-resident tax-payer meeting.

Mr. Howell asked Mr. Clark to clarify a question about the certificate of occupancy (C of O) for the Snack Shack. Mr. Chesley clarified that the Building Commission had given a temporary C of O to the Harbormaster's office and garage. They had done an inspection of the Snack Schack but had not been back to finish the C of O for the Snack Shack, though he expressed this would be a quick process.

SELECTMEN'S REPORT

A. Mr. Howell

Mr. Howell announced that he gave the Memorial Day proclamation.

B. Mr. Ford

Mr. Ford expressed enthusiasm for working with the Board.

ADJOURNMENT

Mr. Howell moved to adjourn at 8:40 p.m.

Respectfully submitted,

Shilo K. Felton
Recording Secretary

mhart2@comcast.net

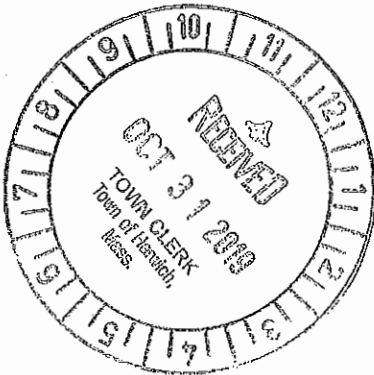
From: Dottie And Gary <dottiengary@verizon.net>
Sent: Thursday, October 31, 2019 10:59 AM
To: Matt Hart; Matthew Hart
Cc: Larry Ballantine; adoucette@town.harwich.ma.us
Subject: Resignation from HARC

Matt

It has been my pleasure to serve with you on the HARC. You have worked tirelessly for the benefit of the citizens of Harwich. It is with fond memories of our activities that I must submit my official resignation due to moving out of Harwich and the State of Massachusetts. In my absence, please give my best regards and thanks to the other members. Good luck in all of your future endeavors.

Sincerely,
Gary C. Miller

Sent from my iPhone



ESTIMATED
FISCAL YEAR 2020
Tax Rate Explanation

Fiscal Year 2019

The tax rate was \$8.67
The valuation was \$5,683,494,390
The levy limit was \$49,275,896.37

Fiscal Year 2020

The *estimated* proposed tax rate is \$8.69
The valuation is \$5,973,169,000
The *estimated* levy limit is \$51,931,165.00
The levy limit less the exclusions would be \$45,589,303

The valuation increased by 5.10%
The levy limit increased by 5.39%

The difference of valuation and levy limit is approximately -0.29% which increases the tax rate by \$0.02.

The impact of the Levy Limit less Exclusions equals \$45,589,303 increases the tax rate from FY 2019 (\$8.67) by \$.02.
The impact of the Capital exclusion N/A.
The impact of the Debt exclusion is \$6,341,862 increases the tax rate \$0.93.

Fiscal Year 2020

In short, the tax rate increased by \$0.02 bringing the rate to \$8.69.

**Draft, subject to change.

MOTION

I move that we

1. Select a factor of “1” (taxing all property at the same rate)
2. That we do not grant an open space exemption.
3. That we do not grant a residential exemption.
4. That we do not grant a small commercial exemption.

**LEGAL NOTICE
TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
November 12, 2019**

The Harwich Board of Selectman will hold a Public Hearing on **Tuesday, November 12, 2019**, no earlier than 6:30 P.M. during their regularly scheduled meeting. The Hearing will be in the Donn B. Griffin Room located at the Town Hall, 732 Main Street, Harwich for the purpose of deciding whether all property shall be taxed at the same rate for Fiscal Year 2020 as set forth in Chapter 40, Section 56 of the Massachusetts General Laws.

All members of the public having an interest in this topic are cordially invited to attend the public hearing and provide information and testimony relevant to this matter.

Larry G. Ballantine, Chair
Edward J. McManus, Vice-Chair
Stephen P. Ford, Clerk
Michael D. MacAskill
Donald F. Howell

Cape Cod Chronicle
October 24, 2019



TOWN OF HARWICH
Council on Aging
100 Oak Street
HARWICH, MA 02645
TEL: (508) 430-7550

To: Larry Ballantine, Chairman
Harwich Board of Selectmen

From: Council on Aging
Richard Waystack, Chairman
Lee Culver, Vice Chairman
Ralph Smith
James Mangan
Carol Thayer
Joanne Lepore
Angelina Chilaka
Justin White, HFD

CC: Christopher Clark, Town Administrator
Joseph Powers, Assistant Town Administrator
Emily Mitchell, Director, Harwich Council on Aging

Date: November 5, 2019

RE: Annual Meeting with the Board of Selectmen

The Council on Aging, in this annual report to the Town of Harwich, continues to promote our mission which is to support and advocate for older adults, their families, and caregivers.

The Council serves this mission in a variety of ways. We organize or sponsor programs designed to meet a wide variety of seniors' needs including entertainment, health and fitness, socialization, nutrition, and more. We bring in SHINE counselors who assist residents in navigating the complicated world of health insurance, attorneys who specialize in Elder Law, caseworkers from the Homeless Prevention Council, specialists in providing foot care, specialized support groups, a monthly dental clinic, and video conferencing technology that allows people to make appointments regarding Social Security without having to travel to the Hyannis office. We provide free transportation to any resident who needs it to all Council on Aging programming as well as to the Family Pantry, the library, local grocery stores, and further locations as well.

In FY 19, the COA implemented a new software system, My Senior Center, which has allowed the Council to better serve the needs of our members. This software allows us to manage events, track program attendance and volunteer hours, to communicate with members in a variety of ways, and to track statistics that are useful both for program evaluation and when applying for grant funding. The communication tools, which include the ability to send robocalls and to generate groups and email lists, have been enormously helpful. Staff can send

event reminders, distribute the newsletter electronically, and provide information to our most at risk clients during emergencies. This latter use was particularly important during the tornado, as staff was able to provide at least daily updates to at risk and homebound seniors about road and weather conditions, resources, shelter openings, and more. We are thankful to have this functionality in place as we continue through hurricane season and approach the onset of winter weather.

We document attendance for all events and programs, volunteer hours, and transportation services. In total for FY 19, we served 1,386 unique individuals. For FY 20 to date, we have served 934 and we are not yet halfway through the year! Of those people served, the most popular programs are those in nutrition (354 people to date), health and fitness (187 people to date), and public services such as health insurance counseling, legal appointments, and tax assistance (134 to date). Our transportation services are also heavily utilized averaging between 25 and 35 rides per day. Approximately 100 people currently utilize our transportation services.

As a note, all these statistics are likely an underrepresentation of the number of people served. Staff are still working diligently to sign people up as members in the software database and to promote consistent program sign in. These efforts have improved our ability to capture data, but some people and programs are still not fully counted in the numbers above. Additionally, these numbers do not capture the extensive work of the Social Services Coordinator, Town Nurse, and Director done outside the COA including home visits, nursing care, and events held offsite.

Additionally, the bimonthly COA newsletter, which serves as the primary source for sharing information about COA programs and resources with the public, is mailed to approximately 1,900 homes each month. With the help of dedicated volunteers, another 300 copies are distributed to public locations around town including Town Hall, the libraries, Public Safety, and area housing complexes and medical offices. With the use of My Senior Center, we are now able to distribute the newsletter via email as well!

We are eager to build upon our existing grant funding which currently includes our annual Formula Grant awarded by the Executive Office of Elder Affairs which netter the Town of Harwich over \$50,000 in early 2019 as well as smaller grants from the Cape Cod Regional Transit Authority which help fill gaps in our transportation services, and grants to support our programming.

The position of Transportation/Volunteer Coordinator was upgraded in the FY20 budget process to a Program Specialist 1. Rick Anderson who had served the Council admirably and tirelessly was transitioned into the newly named position. Tragically, Mr. Anderson passed away this year. His pleasant manner and dedication to Harwich's older adults will be missed.

In September, we welcomed Julie Witas to the Council on Aging team to fill the role of Program Specialist 1. Ms. Witas has a background in case management, program management, and healthcare research. In her short time with us, she has already developed

wonderful relationships with our members and volunteers, and we are thankful to have her onboard!

The Council on Aging could not provide the breadth and scope of programs and services without the aid of our 75 plus volunteers. Their donations of time, energy, and experience make our Council successful in reaching out to the countless members of our community who we serve. Our volunteers provide health insurance counseling through the SHINE program, offer specialized legal counseling, income tax preparation, rides to medical appointments, friendly visiting, and telephone reassurance. They also prepare, serve, and deliver meals, and many serve as the first smiling and helpful faces you see when you walk into the COA offices. To translate this service into numbers, volunteers provide upwards of 5,600 hours of service each year— this is roughly equivalent to three full-time staff members!

We were thrilled to reinstate Volunteer Recognition events, and we held two in the last year. In January 2019, we held a Volunteer Luncheon at Jake Rooney's Restaurant to celebrate these dedicated and hardworking volunteers. In September 2019, with the support of the Harwich Fire Association and the Friends of the Harwich Council on Aging, we held a Volunteer Recognition Barbeque on the Community Center fields to again thank these passionate individuals for all they do for our older adults and larger community. The Board and Council are committed to holding two volunteer recognition events every year, as we could not provide the scope of services we offer without their support.

In the past year, there have updates in Policy— to our transportation policy (including volunteer medical ride policies), and code of conduct. In addition, new policies were created relative to emergencies (town wide) and to our previously mentioned volunteer recognition policy.

As the department continues to update systems, processes and policies, a review of our Strategic Plan was done. Our current plan covers the period from 2009-2019. The Board and Council are looking at initiating an updated strategic planning process to evaluate goals and needs in the years to come. As our population and demographics continue to evolve, our programs and services need to as well.

The COA has an exceptional relationship with the Friends of the Harwich Council on Aging under President Jack Brown, a 501(c)(3) nonprofit organization which supports programs and needs outside of the town budget for our seniors. A member of the COA attends Friends meetings monthly to coordinate programs and to continue to monitor the needs our senior population. Through their generosity, they have stepped up to help purchase the equipment necessary to continue to provide quality, nutritious meals.

Our relationship with the Department staff continues to excel. Emily Mitchell, Director, Susanna Keith, Social Services Coordinator, Susan Jusell, Town Nurse, Linda St. Pierre, Town Chef, Julie Witas, Program Specialist 1, Marie Carlson, Executive Assistant, and our dedicated Van Drivers, all of whom serve as integral members of the team in providing the services and programs that enable our seniors to be active, thriving members of our community.

The Council on Aging meets monthly, the first Wednesday of each month at the Community Center at 10:00 AM. Mr. Donald Howell is the liaison to the Council on Aging, and we appreciate his availability as our link to the Board of Selectmen. Our posted meetings are open to the public, and we welcome any and all who share in our mission of providing comprehensive support for the older adult population in Harwich.

Current attendance by all Board members is excellent. All members have been duly sworn in by the Town Clerk. Five members have completed the required Ethics Training and Certification and the remaining two members are in the process of updating and filing their certification.

It is our honor and pleasure to assist the residents of Harwich, their families and caregivers; we thank you for the opportunity to serve!



**TOWN OF HARWICH
BOARD OF ASSESSORS
732 MAIN STREET
HARWICH, MA 02645
TEL: (508) 430-7503 FAX: (508) 430-7086**

To: Larry Ballantine, Chairman
Harwich Board of Selectmen

From: Board of Assessors,
Richard Waystack
Bruce Nightingale
Jay Kavanaugh

CC: Christopher Clark, Town Administrator
Joseph Powers, Assistant Town Administrator
Donna Molino, Assessing Director

Date: November 4, 2019

RE: Annual Meeting and Report, 2019

The Board of Assessor's, Richard Waystack, Bruce Nightingale and Jay Kavanaugh, in this annual report to the Board of Selectmen, continue to discharge our primary legal responsibility of assuring a fair assessment of all property in the Town of Harwich in a professional manner.

The Board remains true to its mission by remaining consistent, with exemplary attendance and focus on its regulatory role and in assisting the Department in creating and overseeing policies. Each member has been duly sworn in by the Town Clerk, Mrs. Doucette, and all have completed required ethics training. We are at full board capacity with three appointed members.

Our relationship with the Department Head, Donna Molino and her staff is strong. All parties respect the fact that our Board, with its statutory requirements, is primarily a policy setting and regulatory Board. Daily operations of the Department are left to those responsible, Ms. Molino and the hierarchy of the Finance Department. Ms. Molino continues to update the board on operational matters and her level of communication with the Board allows us to focus our tasks on the regulatory and policy issues that fall within our responsibility.

The Town of Harwich is awaiting our state certification for growth and property values for FY 2020. This state mandated review has been done in a timely manner, with the competent assistance of our outside contractor, Paul S. Kapinos & Associates. Taxpayers will be able to view a list of updated valuations in person at the Assessor's Office, Community Center, Brooks Free Library, as well as online through the Assessor's website once available.

It is our intention for tax bills to be sent out in a timely manner for the 18th consecutive year. This is our primary function and goal. Any delay in the distribution of tax bills can be costly to the Town in terms of lost revenue and interest.

The Board oversees and approves numerous programs which are available for our Seniors, Veterans, spouses of Veterans, sight impaired citizens and those who may need assistance in paying taxes because of age, infirmity or financial condition.

The Board oversees several other programs available through exemptions and deferrals which are readily available to meet the needs of our community. In addition, we provide the criteria for assessing property in Harwich, the abatement process and timetables to file. A list for these programs is available

online. A continuous goal is to make our community aware of all programs available to the taxpayers. The Board has continued its outreach in the community by partnering with the Council of Aging to promote the tax work-off program with volunteerism throughout Town Departments. Currently, there are opportunities for taxpayers to utilize the Senior Tax Work Off provision where a taxpayer volunteers for the town under specific guidelines to lessen their tax burden. Requirements for this program mirror those of the Senior Exemption. By right, and this additional "Angel Volunteer Program" where friends or relatives of a qualifying Senior can complete the volunteer hours, a Senior may obtain a tax credit of up to \$3,000. We are proud that the Board is proactive in seeking options for the Senior taxpayers of our community to extend if possible, residency in their homes.

The Tax Deferral Option is another reasonable option for seniors who have equity in their homes but are having difficulty in meeting tax obligations. The Deferral Option allows a Senior Taxpayer to defer any or all their annual tax liability. The deferral is at simple, non-compounded interest (8% as mandated by the Department of Revenue) and can be paid back at any time. The application is simple and requires a deed rider to be filed at the Barnstable County Registry of Deeds. It does take first position, and as a result, must be bank approved if there is any mortgage, including a reverse mortgage on the property. Upon sale of the property, the Town is in first position to have any accrued taxes repaid. This can have a substantial impact on a taxpayer, and we encourage all who may have interest to inquire at the front desk of the Assessor's Office at Town Hall.

For those taxpayers who wish to challenge their assessed value, abatement hearings will commence during the month of February, thirty days after mailing of the third tax bill. **We would encourage all those who travel during the winter months to pay close attention to their third billing, as the new valuations will be available for the first time. The Board of Assessors must abide by State statute which requires the Board to act upon abatement application within three months.** We will complete this task on time and cannot extend this period due to late filings. Abatement applications will be accepted at the Assessor's Office between January 1 and February 1, 2020. The 'Application for Abatement' will be available on the Town of Harwich website as of January 1 and may be filed with the Harwich Board of Assessors **after** January 1, 2020 but must be postmarked no later than February 1, 2020 in order to be considered as timely filed. No late file applications will be considered.

Property Record Cards (PRC) and Town Assessments and Assessor's maps continue to be available on the Town Web site. This technology update has been a direct goal of the Assessors and allows greater productivity for our staff while allowing greater access for our public records. The field appraiser position is now outsourced for better efficiency.

The Board of Assessors meets monthly, Monday's at 5:30 in the Assessor's Office. Our posted meetings are open to the public, apart from Executive Sessions. All exemptions, deferrals and abatements are subject to Executive Session, following state and town protocols. During Abatement timeframe we increase our meetings to meet the demands of statutory requirements. Attendance at meetings is exemplary, and there are no vacancies currently. Member of the Board of Assessors are required to obtain state certification as a standard for service, and all members are duly certified at this time.

It is our honor and pleasure to assist the taxpayers of Harwich as we continue to meet our fiduciary responsibilities of civic service in carrying out our regulatory role.



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


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

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: November 6, 2019

RE: Chapter 90 Project Request – Lower County Road Patching

Attached for your review and signatures is a Chapter 90 Project Request for patching of Lower County Road in the amount of \$164,400. This request is consistent with a plan presented to and approved by the Board at the July 15, 2019 meeting. Currently, we have \$1,038,819 available in uncommitted Chapter 90 funds. Please sign all three copies of the Project Request form and return them to me so that I may submit them for State approval.

It should be noted that we had originally planned to bid a standalone patching project, believing that size and scope of the project would lead to better pricing than is in our County Road Construction Bids. Unfortunately, the Assistant Town Administrator has not had an opportunity to assemble a bid for this project, which needs to get done prior to plowing.

If you have any questions regarding this project, please contact me.

Thank you for your consideration.

Cc: Joe Powers, Assistant Town Administrator

Attachments: Chapter 90 Project Request
Memo Dated July 10, 2019

CHAPTER 90 PROJECT REQUEST

CONTRACT ID # 50829
PROJECT # 20-03

CLASSIFICATION: Primary Road Local Road

CITY/TOWN HARWICH

PROJECT: PATCHING

LOCATION: LOWER COUNTY ROAD LENGTH WIDTH:

PROJECT TYPE: Construction Reconstruction X Resurfacing X Improvement

 Other: _____

TYPICAL SECTION DETAILS: State depths, special treatments, etc...

Include sketch for Construction/Improvement Projects and Resurfacing/Rehabilitation Schedule

Surface:

Base Course:

Foundation:

Shoulders/Sidewalks:

Scope of Work: (Attach additional sheets if necessary to completely describe project)

PATCHING MISCELLANEOUS DEFECTS ON LOWER COUNTY ROAD


Work to be done Force Account Advertised Contract X Other: COUNTY BID

Estimated Cost (Attach estimate and list funding sources) \$ 164,400.00

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering practices and construction methods.

I/We certify to the following: that the project is on a public way, and has a recorded layout; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by the M.H.D. or the advertised low bid; that all documentation for expenditures will be for items incorporated into this project; that the documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Prepared by: 
(Highway Official)

Signed: _____

(Duly Authorized Municipal Official(s))

Reviewed by: _____
(State Aid Engineer)

Approved by: _____
(District Highway Director)

Approved for: @

Date: _____

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark *CC* Griffin Ryder *GR* Lincoln S. Hooper *LH*
Town Administrator Town Engineer DPW Director

Dan Pelletier *DP* Chris Nickerson *CN* Tom Ockerbloom *T.O.*
Water Superintendent Harwich DPW Engineering Consultant

Re: Lower County Road Recommendations

Date: July 10, 2019

As a follow up to the 2019 Annual Town Meeting and the subsequent June 17, 2019 Board of Selectmen meeting, a meeting on July 10, 2019, was held in the Town of Harwich Administration Office to discuss the potential secondary recommendations for Lower County Road. The meeting was attended by Griffin Ryder, Town Engineer, Lincoln Hooper, DPW Director, Dan Pelletier, Water Department Superintendent, Chris Nickerson, Harwich DPW and Tom Ockerbloom, the Town's Engineering Consultant for the project and myself.

The July 10, 2019 meeting attendees agreed that from a pure engineering perspective the recommendation to fully reconstruct the roadway per the Town of Harwich FY 2020 Warrant Article 20 and the Contract Documents included in the public bid process continues to stand. This approach would have provided for a new roadway surface with a lifespan of approximately 25 years. However, as Town Meeting voted 'no' on Article 20 to appropriate the funds for the project the Board of Selectmen requested a secondary recommendation for Lower County Road be presented.

At the July 10, 2019 meeting, options for a Lower County Road secondary recommendation were discussed and reviewed in detail. After discussion, the following secondary recommendation was agreed upon: spend approximately \$350,000 to extend the life of the roadway for approximately 5 to 7 years. The proposed work includes permanent patching, drainage improvements (at 3 locations; Allen Harbor, Wequasset Road and Brooks Road), crack sealing and finally a chipseal surface treatment. The funding for this work would be primarily from the Town's Road Maintenance Plan. A request to the Water Department to share the cost for the permanent patch work associated with the previously installed water improvements would also help to fund the

project. A revised FY2020 Road Maintenance Budget which includes the secondary recommendation for Lower County Road is included as an attachment to this memo.

The tentative schedule for the work is to complete the permanent patching, drainage improvements and crack sealing in the Fall of 2019 and to install the chipseal surface treatment in the Spring of 2020. This proposed schedule is somewhat critical. If nothing is done in the Fall 2019 the roadway would run the risk of further degradation and potential failure of the roadway's base structure. The intent of the secondary recommendation for Lower County Road is to extend the roadway life (5-7 years) and prepare the roadway for winter conditions while maintaining the base structure to the maximum extent possible.

The extended lifespan of 5-7 years for Lower County Road will allow the Board of Selectmen and the Town to revisit the project down the road and to develop a potentially more permanent solution or plan for reconstructing the roadway and sidewalk, installing drainage solutions (beyond the 3 locations noted herein) and other appurtenant work. This future phase of work for Lower County Road could be developed as a Town project or potentially a MassDOT Transportation Improvement Project (TIP). The anticipated volume of land takings and property impacts required to construct a TIP eligible complete streets roadway cross-section could be problematic for the Town and result in the TIP project viability being unrealistic.

The 'do nothing' approach would potentially create other negative unintended consequences. If the permanent patches and the crack sealing is not completed in the Fall 2019, there is the potential for water intrusion into the pavement ultimately resulting in pavement heaving (freeze/thaw). The temporary patches and potential pavement heaving would likely be exacerbated by plow trucks clearing the roadways where the roadway would be further degraded/damaged likely resulting in pot holes developing. This could also result in damage to plow trucks. The main issue with pot holes in the winter is that asphalt mix plants are not open during the winter season and the pot holes would not be able to be repaired until the Spring, creating a potential safety issue for vehicles travelling along Lower County Road.

Please note that the recommendation for the chipseal surface treatment will result in a roadway surface with reduced ride quality as compared the original recommended solution (full resurfacing). Throughout the Town of Harwich chipseal is typically not utilized on main roadways due to the resulting reduced ride quality.

Also note that the proposed secondary recommendation described herein will not do anything to address Americans with Disabilities Act (ADA) accessibility for the existing substandard sidewalks along Lower County Road.

For reference, a copy of the June 13, 2019 Memorandum from DPW Director Lincoln Hooper is also included as an attachment to this Memorandum.

Thank you.

PROPOSED ROAD MAINTENANCE PLAN FY2020

DEPOT ROAD DRIANAGE PRIOR TO NATIONAL GRID RE-PAVE	\$ 173,500.00
PAVE MAIN STREET EXT. (SIMPLE OVERLAY) DUE TO DETERIORATION	\$ 117,832.00
PATCHING ON LOWER COUNTY ROAD	
	\$ 120,000.00
DRAINAGE AT 3 LOCATIONS LOWER COUNTY ROAD	\$ 80,000.00
20% RUBBER CHIP SEAL ON LOWER COUNTY ROAD	\$ 100,000.00
MISC. PATCHING LOCATIONS	\$ 50,000.00
MISC DRAINAGE LOCATIONS	\$ 100,000.00
CRACK SEAL VARIOUS ROADS	\$ 50,000.00
DESIGN FUNDS FOR GREAT WESTERN RD CULVERT REPLACEMENT	\$ 75,000.00
CONTINGENCY/GREAT WESTERN RD CULVERT	\$ 400,000.00
GUARDRAIL REPLACEMENT VARIOUS LOCATIONS	\$ 30,000.00
	\$ 1,296,332.00

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

December 20, 2018

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Bid Renewal

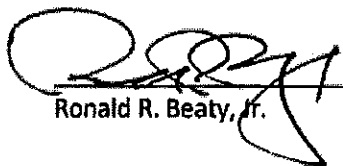
Barnstable County issued Invitation for Bids for a Roadway Construction Items for towns in Barnstable County for the period of April 1, 2018 through March 31, 2019, with the option to renew for one additional year. The bid was awarded at your meeting on February 28, 2018 to the following vendors as the responsive, responsible bidders offering the lowest prices for each town:

P.J Keating Company
MCE Dirtworks, Inc.
Lawrence-Lynch, Inc.
Robert Childs, Inc.
Murray Paving and Reclamation
Rafferty Fine Grading
Garrity Asphalt Reclaiming, Inc.
Sealcoating, Inc.
All States Asphalt, Inc.
Pavement Maintenance Systems, Inc.
Felix A. Marino, Inc.

At the request of the towns participating in the bid, please vote to renew the contracts with these vendors for one additional year as per the terms of the original bid. The term of the renewal is April 1, 2019 through March 31, 2020.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Ronald Bergstrom

01/02/19
Date

Roadway Construction Bids

Opened: 2-15-18

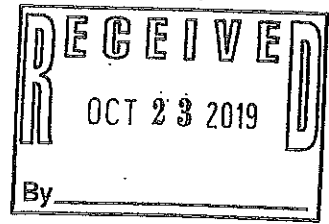
04/01/2018 - 03/30/2019 with one year option to renew

VENDOR		low bid	2nd low bid												
			PJ Kealing	Ditworks	Lawrence Lynch	Childs	Murray Paving	Rafferty	Garity	Sealcoating	All State Asphalt	Pavement Mainmen	Felix Marino		
	HOT MIX		Bourne 65.75	91.00	85.35										
			Brewster 100.25	85.99	85.40										
			Chatham 105.00	94.00	85.40										
	ASPHALT PAVEMENT		Dennis 100.00	90.00	95.10										
			Eastham 104.50	92.00	95.10										
			Falmouth 104.00	94.00	80.50										
			Harwich 100.50	97.00	95.10										
1A	(Machine placed)		Provincetown 185.00	110.00	105.60										
			Sandwich 65.75	88.00	85.35										
			Wellfleet 107.00	95.00	92.00										
			Yarmouth 105.00	100.00	84.00										
			Bourne 300.00	300.00	189.00	350.00									
			Brewster	300.00	195.00	310.00									
			Chatham	300.00	195.00	310.00									
	HOT MIX		Dennis	300.00	225.00	275.00									
			Eastham	300.00	235.00	310.00									
			Harwich	300.00	225.00	275.00									
2A	ASPHALT PAVEMENT		Falmouth	300.00	171.25	350.00									
			Orleans	300.00	235.00	310.00									
			Provincetown	350.00	260.00	410.00									
			Wellfleet	300.00	235.00	350.00									
			Yarmouth	300.00	235.00	275.00									
			Bourne 160.00	225.00	155.00	330.00									
			Brewster	225.00	155.00	290.00									
			Chatham	225.00	205.00	290.00									
	HOT MIX		Dennis	225.00	205.00	255.00									
2B			Eastham	225.00	205.00	290.00									
			Falmouth	225.00	142.20	330.00									
			Harwich	225.00	205.00	255.00									
			Orleans	225.00	205.00	290.00									
	ASPHALT PAVEMENT		Provincetown	225.00	240.00	390.00									
			Sandwich 160.00	225.00	155.00	330.00									
	(Greater than 40 tons/day)		Yarmouth	225.00	160.00	255.00									
			Brewster	106.00	115.00										
			Chatham	110.00	115.00										
	HOT MIX		Dennis	110.00	135.00										
3.00	ASPHALT SHIM		Eastham	115.00	135.00										
			Falmouth	150.00	95.60										
			Orleans	120.00	135.00										
			Provincetown	185.00	165.00										
			Yarmouth	150.00	135.00										
	PAVEMENT			no bid											
4.00	RECLAMATION	SQ. YD.	Brewster				1.5890	1.74	2.7000		1.85				
			Dennis				1.7390	2.64	3.0000		1.85				
	Including FG&C		Harwich				1.7390	2.64	3.0000		1.85				
			Bourne				2.6900	2.98	4.5000		2.60				
	PAVEMENT		Eastham				2.4890	2.98	3.5000		2.60				
5.00	RECLAMATION	SQ. YD.	Sandwich				2.3490	2.98	4.5000		2.60				
	Including FG&C		Prov				4.0000	4.50	3.5000		8.00				
	and calcium chloride														
			Bourne 2.15	n/b	3.75			2.74	3.0000						
			Brewster 2.19	1.90	3.75			2.74	2.0000						
			Chatham 2.19		3.75			3.14	3.0000						
	BITUMINOUS		Dennis 2.16	2.20	3.75			3.14	3.0000						
6.00	CONCRETE		Eastham 2.19	2.20	3.75			3.14	2.7500						
	EXCAVATION		Harwich 6.00		3.75			8.00	8.0000						
	BY COLD PLANER		Falmouth 2.19		3.75			3.14	3.0000						
			Provincetown 5.35	5.00	3.75			5.25	4.0000						
			Yarmouth 2.19		3.75			5.25	3.0000						

			P J Keating	Dirtworks	Lawrence Lynch	Chilos	Murray Paving	Rafferty	Garry	Sealcoating	All State Asphalt	Pavement Maintenance	Felix Marino	
		PER SQ YARD	Bourne		50.00			28.00	50.0000					
			Brewster		50.00			28.00	25.0000					
	COLD PLANED		Chatham		50.00			48.00	75.0000					
			Dennis		50.00			48.00	50.0000					
			Eastham		50.00			48.00	75.0000					
7.00	MILLING JOINTS		Falmouth		50.00			48.00	75.0000					
			Harwich		50.00			48.00	75.0000					
			Provincetown		50.00			48.00	75.0000					
			Sandwich		50.00			48.00	75.0000					
			Yarmouth		50.00			68.00	75.0000					
9.00	MICROSURFACING (2 LIFTS)	SQ. YD	Bourne						4.48					
10.00	ASPHALT-RUBBER SURFACE TREAT. (20% RUBBER)	PER SQ YARD	Bourne							4.70				
			Brewster								4.70			
			Dennis								4.70			
			Eastham								4.70			
			Falmouth								4.70			
			Orleans								4.70			
			Provincetown								4.90			
			Sandwich								4.70			
		Yarmouth								4.70				
11.00	ASPHALT RUBBER SURFACE TREAT. (10% RUBBER)	PER SQ YARD	Dennis							3.70				
			Harwich								3.70			
			Orleans								3.70			
			Sandwich								3.70			
			Yarmouth								3.70			
12.00	SINGLE STONE SEAL SURFACE TREAT.	PER SQ YARD	Yarmouth							2.39				
13.00	DOUBLE STONE SEAL SURFACE TREAT.	PER SQ YARD	Eastham							4.30				
			Provincetown								4.50			
			Yarmouth								4.30			
14a	POUROUS PAVEMENT FULL DEPTH	PER SQ YARD	Dennis	160.00	125.00									
			Eastham	160.00	125.00									
			Provincetown	160.00	160.00									
			Yarmouth	160.00	125.00									
14b	POUROUS PAVEMENT Sidewalk	PER SQ YARD	Dennis	160.00	150.00									
			Eastham	160.00	150.00									
			Yarmouth	160.00	150.00									
15.00	BIT PAVEMENT REPAIR INFRO-RED METHOD	PER SQ YARD	Bourne								33.00	42.50		
			Brewster									33.00	42.50	
			Chatham									33.00	42.50	
			Orleans									33.00	42.50	
			Sandwich									33.00	42.50	
			Yarmouth									33.00	42.50	
16.00	PARTIAL DEPTH PAVEMENT PATCH	PER SQ YARD	Dennis	60.00	70.00	120.00								
			Eastham	60.00	70.00	140.00								
			Harwich	60.00	70.00	140.00								
			Sandwich	65.00	70.00	160.00								
			Yarmouth	60.00	70.00	120.00								
17.00	MISC PAVEMENT PATCH	PER TON	Chatham		265.00	250.00								
			Dennis			265.00	225.00							
			Eastham			265.00	240.00							
			Falmouth			265.00	320.00							
			Harwich			265.00	240.00							
			Orleans			265.00	250.00							
			Provincetown			265.00	500.00							
		Sandwich			265.00	275.00								



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



October 18, 2019

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

RE: Cape Housing Institute
Account #: 80271292/619401

Dear Ann,

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

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

We look forward to seeing this project through to completion.

Sincerely,

David Nixon
Community Preservation Committee Chairman

TOWN OF HARWICH, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT FOR

Cape Housing Institute
Community Development Partnership

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

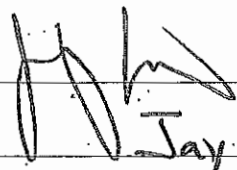
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF HARWICH

BOARD OF SELECTMEN

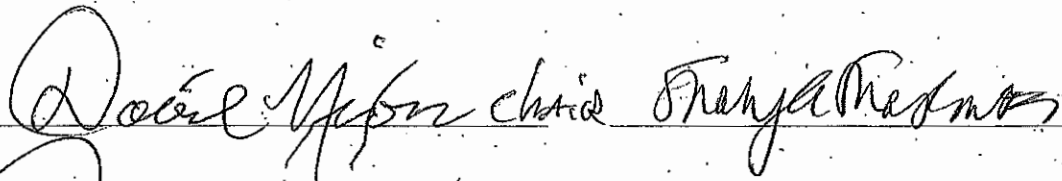
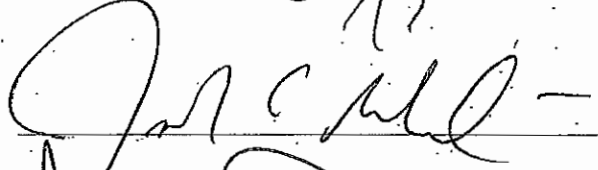
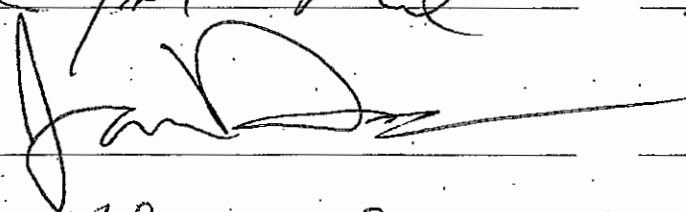
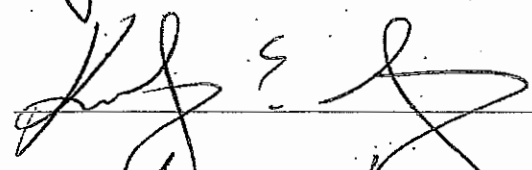
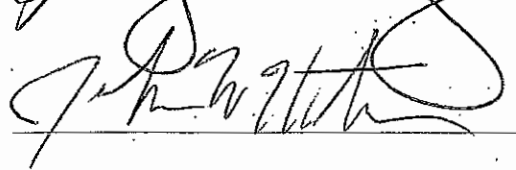
TOWN OF HARWICH AFFORDABLE

CAPE HOUSING INSTITUTE


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

TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

 Franja Medina
 Peter W. Allen
 Anne D. Calver



Please sign,
date + Print full

-Alex

TOWN OF HARWICH, MASSACHUSETTS

COMMUNITY PRESERVATION ACT

GRANT AGREEMENT FOR

Habitat For Humanity of Cape Cod, Inc.

Six New Affordable Homes located at 93-97 Main Street, West Harwich

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

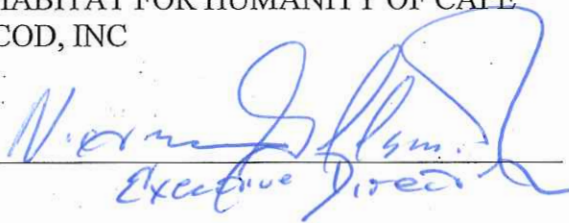
16. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and HABITAT submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.

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

TOWN OF HARWICH

BOARD OF SELECTMEN

HABITAT FOR HUMANITY OF CAPE
COD, INC



TOWN OF HARWICH

COMMUNITY PRESERVATION COMMITTEE

David Nixon chair

Shayla Redman

Robb McRae

John W. Hahn

Anna J. Kalinice

Tom Arnold

Ray S. S.

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

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

TOWN OF HARWICH
ANNUAL TOWN MEETING
MAY 7, 2018

HABITAT FOR HUMANITY COMMUNITY HOUSING

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

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

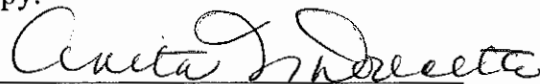
FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED AND THAT \$300,000 BE TRANSFERRED FROM COMMUNITY PRESERVATION ACT FUNDS FOR THIS PURPOSE BY REQUEST OF THE CPC. VOTE: YES-5, NO-0.

Refer to the Community Preservation Report under Article 48.

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

ACTION: It was a unanimous vote, so declared.

A true copy:

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

**TOWN OF HARWICH - COMMUNITY PRESERVATION COMMITTEE
2017 CPA PROJECT FUNDING REQUEST APPLICATION
FISCAL YEAR 2017-2018**

APPLICANT INFORMATION

Applicant/ Organization: Habitat for Humanity of Cape Cod, Inc. Submission Date: October 2, 2017
Address: 411 Main Street/Route 6a, Suite 6, Yarmouthport, MA 02675
Phone: 508-362-3559
EMAIL Address:

Project Manager: Vicki Goldsmith, Executive Director
Phone: 508-632-3559 x 15
EMAIL Address: vg@habitatcapecod.org

Town Committee or Board (if applicable):

Second Contact Person- name, address, phone number, email:
Heather Hammond, 508-362-3559 x12 admin@habitatcapecod.org

PROJECT INFORMATION

PROJECT TITLE: 93 & 97 Main Street/Route 28 Community Housing

PROJECT AMOUNT REQUESTED: \$300,000

PROJECT DESCRIPTION:

Habitat for Humanity of Cape Cod, Inc. proposes to use our tried-and-true sweat equity and volunteer model to build six new Harwich affordable homes

CPA CATEGORY: APPLICANTS PLEASE TAKE NOTE (circle all that apply)

Open Space: This application is for the “acquisition, preservation, rehabilitation and/or preservation of open space”.

Historic: This application is for the “acquisition, preservation, rehabilitation and/or restoration of historic resources”. And as such, the following entity has declared it a “Historic Resource”.

Community Housing: This application is for the “acquisition, creation, preservation and/or support of community housing”.

Recreation: This application is for the “acquisition, creation, preservation, rehabilitation and/or restoration of land for recreational use”.

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

Harwich's Local Comprehensive Plan states the housing goal "Enable suitable housing opportunities for the Harwich population with emphasis on affordable and other low-cost housing."

Harwich's 2016 Housing Production Plan lists "Continue to Partner with Private Developers" as a prominent strategy for housing production, and within that section specifically references both Habitat for Humanity and "friendly" 40B projects (Local Initiative Program).

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

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

ESTIMATED START DATE:

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

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

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

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

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

Describe their response:

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

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

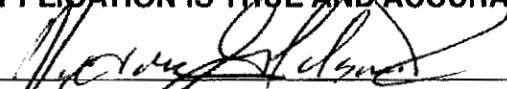
LAND and/or BUILDING ACQUISITION PROJECTS: Attach surveys, appraisals and agreements, if available. Please set forth name of present owner and attach copy of deed conveying property unto present owner. In addition to property address, please provide Harwich Assessor's Office identification (Map#, Parcel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

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

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

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

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


 Executive Director

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

For Community Preservation Committee Use:

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

Date(s) Reviewed On: _____

Final Determination:
 Approved: _____ Denied: _____ Date: _____

CPC Contact Information:

Robert MacCready - Housing Authority	maccready@gmail.com
Robert Bradley - Historical Commission	bradleybob60@yahoo.com
David Nixon - Rec.&Youth Commission	cdeescamp1@hotmail.com
Katherine Green - Real Estate&Open Space	kgr58@gmail.com
Walter Diggs - Conservation Commission	cordovawwd@aol.com
Cindi Maule - Selectmen's Appointee	cmaule@haconcapecod.org
Dan Tworek - Selectmen's Appointee	dtworek@comcast.net
Jim Atkinson - Planning Board	47jimmy@comcast.net

Please submit your project paperwork (12 complete copies) to:
 Harwich Community Preservation Committee
 c/o Harwich Town Hall, 732 Main Street, Harwich, MA 02645



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

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

Fee: \$ _____ New application Renewal

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

Business Name PILGRIM LODGE AF + AM Phone _____

Business Address 706 MAIN ST, HARWICH 02645

Mailing Address PO BOX 47 HARWICH, MA 02645

Name of Owner _____

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

ROBERT S. HERRE, JR. : _____)

Emergency Response Person SCOTT T. WHALEN Phone _____

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

D. S. Hagan, PRES. & MANAGER _____
Signature of applicant & title Social Security # or 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.

PILGRIM LODGE, AFAM 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.

Building Commissioner Board of Health Fire Department

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



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

INSTITUTED MARCH 4, 1859

Main Street
P.O. Box 47
Harwich Center, MA 02645
508-432-0017



Regular Communication
First Thursday
Annual Communication
October

November 1, 2019

Mrs. Ann Steidel
Town Administrator's Office
Town of Harwich
732 Main Street
Harwich, MA 02645

Dear Mrs. Steidel,

Pilgrim Masonic Lodge A.F. & A.M. requests that the fee for a Hawkers & Peddlers Permit be waived. Pilgrim Lodge is a registered not-for-profit organization, which among other endeavors, engages in charitable activities within our community here in Harwich. Pilgrim Lodge's Federal Tax ID Number is:

All funds raised from this permit request will facilitate the endeavors of Pilgrim Lodge.

Thank you for your consideration.

Sincerely,

Robert S. Heppe Jr.
Master Pilgrim Lodge



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

INSTITUTED MARCH 4, 1859

Main Street
P.O. Box 47
Harwich Center, MA 02645
508-432-0017

Regular Communication
First Thursday
Annual Communication
October



November 1, 2019

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

Dear Mr. Clark:

Pilgrim Lodge A.F. & A.M. is requesting a Hawkers & Peddlers Permit for the purpose of selling Christmas trees as a not for profit fundraiser to benefit the various charitable endeavors of the Lodge. We intend to sell Christmas trees at 'Bud's Go-Karts' 9 Sisson Road, Harwich Port 02646 on the weekends between Saturday, November 30, 2019 and Sunday, December 8, 2019 from 10am to 4pm with the weekend of December 14th – 15th being an alternate in the case of inclement weather.

Sincerely,

Robert S. Heppe Jr.
Master, Pilgrim Lodge

November 1, 2019



To Whom It May Concern,

I authorize Pilgrim Lodge A.F. & A.M. use of my property 'Bud's Go-Karts' located at 9 Sisson Road Harwich Port, MA 02646 between November 24, 2018 and December 24, 2018. For the purpose of selling Christmas Trees to the general public as a Not-For Profit fundraiser. Additionally, Pilgrim Lodge A.F. & A.M. may use the property to post signage and store materials relevant to the sale of Christmas Trees.

Sincerely,

A handwritten signature in cursive script that reads "Sandra S. Hall".

Sandra Hall

Patti Macura

23 Snow Inn Rd Haverhill Port
02646

From: Chris Kolwicz <Chris.Kolwicz@longwoodvenues.com>
Sent: Wednesday, October 30, 2019 6:23 PM
To: Patti Macura
Cc: Michael Sharlet
Subject: Wychmere Beach Club

Evening Patti,

Thank You for taking the time today to answer our questions regarding a one day liquor license. Per our conversation, here is the following information regarding our request.

- 1 Day Liquor License
- Date: Saturday Jan 18th, 2020
- Time: 5pm to 11pm
- Event: Corporate Holiday Party

Please let us know if you need any other information

Thanks
Chris

Chris Kolwicz | Chef De Cuisine + Venue Operations
Wychmere, A LONGWOOD Venue
phone: 508.430.7021

Until further notice celebrate everything.

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).



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

Christopher Clark
Town Administrator

FROM: Kevin M. Considine 
Deputy Chief of Police

DATE: October 30, 2019

SUBJECT: Traffic Plan – Cultural Center Holiday Light Display

Mr. Clark and members of the Board. The Cultural Center is seeking approval for a Holiday Light Display this year, similar to the display approved during Art Week. This display would be scheduled for November 30th – December 31st. I have met with Carolyn Carey and Erica Strzepek regarding a request to create a traffic plan during the above dates. The purpose of this traffic plan would be to maximize safety and viewing opportunities of those residents and visitors to this Cultural Center event. This display, by Bob Doane, had occurred in years past at his home on Forest Street. It unfortunately created traffic safety issues on Forest Street and Mr. Doane decided not to continue to set up the display at his home as a result of these traffic concerns. The Harwich Police Department fully supports this traffic plan and fully supports this improved location at the Cultural Center for this display.

1. Traffic flow into the Cultural Center will enter one way from South Street (Harwich Elementary School entrance) and will exit via Sisson Road. Vehicles may view the event from the parking lot of the Cultural Center.
2. The police departments digital sign board will be placed on Sisson Road at the Cultural Center driveway announcing the entrance to the event on South Street.
3. The Highway Department has been contacted and will place the appropriate signage and barricades to accomplish this temporary traffic plan.

October 24, 2019

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

Re: ***Letter Agreement and Proposed Scope and Cost for a Peer Review of Sewer Contracts***

Dear Mr. Clark:

Weston & Sampson is pleased to submit this Letter Agreement to you for engineering services for the peer review of the construction drawings for the following contracts:

- Sewerage Works Improvements – Phase 2 – Contract No. 1, dated May 2019
- Sewerage Works Improvements – Phase 2 – Contract No. 2, dated July 2019

The construction drawings were prepared by CDM Smith for the Town of Harwich (the Town) and electronic copies of the drawings have been provided to Weston & Sampson.

PROJECT UNDERSTANDING

Based on discussions, it is our understanding that the bid prices for Contract Nos. 1 and 2 were significantly higher than estimated and budgeted, leaving insufficient funding in the Town Meeting appropriation to complete both contracts as originally envisioned. Therefore, the Town would like Weston & Sampson to perform a peer review of the documents to determine if the basis of design was reasonable and that the opinions of probable costs used for funding authorization articles and prior to bidding were prepared using the best available information.

PROPOSED SCOPE OF SERVICES

Tasks associated with this project include:

- Conduct a peer review of the basis of design, construction drawings, and engineer's opinion of probable costs for both Contract Nos. 1 and 2
- Prepare a summary letter with our findings
- Attend two (2) meetings

Task 1 – Peer Review

As previously mentioned, complete sets of construction drawings were provided by CDM Smith for both Contract Nos. 1 and 2. Each set included the following sheets:

- General (G) drawings
- Civil (C) drawings
- Civil Detail (CD) drawings
- Architectural (A) drawings
- Structural (S) drawings
- Mechanical (M) drawings
- HVAC (H) drawings
- Plumbing (P) drawings
- Instrumentation (I) drawings
- Electrical (E) drawings
- Traffic Management (TM) drawings

The peer review will focus on the C, CD, and M drawings. The basis of the sewer layout (horizontal and vertical) and design will be reviewed considering such concepts as the use of deep sewers vs. low-pressure sewers as well as the use of low-pressure sewers vs. construction of a pump station

Opinion of probable costs in comparison to the as-bid tabulations for both projects will also be reviewed as part of our analysis. These documents will be reviewed to determine if the anticipated costs of construction were in accordance with the bidding climate at the time of the estimates and bid openings and were in reasonable accordance with industry expectations.

Task 2 – Summary Letter

Weston & Sampson will prepare a letter that provides the Town with a summary of the findings from our peer review of the two (2) sets of construction drawings. The overall purpose of this letter will be to provide the Town with a better understanding of why bid prices for the two (2) projects were so much higher than anticipated.

Task 3 – Meetings

During the project, we will meet with key staff from CDM Smith and the Town. Weston & Sampson will first meet with CDM Smith and appropriate Town Representative(s) to discuss their design basis and to obtain relevant knowledge specific to the project. Following our review and upon completion of our summary letter, Weston & Sampson will meet with the Harwich Board of Selectmen and the Town Administrator to present our findings. These two (2) meetings have been included as part of this scope.

PROPOSED SCHEDULE OF WORK

Weston & Sampson will initiate work under this Letter Agreement following formal acceptance by the Town, acting through its Town Administrator, and agrees to provide services for the estimated duration of work, starting within seven (7) days of signing this Letter Agreement and concluding within three (3) weeks.

PROPOSED FEE

For services performed under this Letter Agreement, the Town agrees to pay Weston & Sampson a lump sum of \$19,500 for the scope of services described herein.

Weston & Sampson's services will be provided as described herein and in accordance with the attached Terms and Conditions of our existing agreement with the Town, dated May 2, 2017, which are a part of our agreement with you.

If you agree with this Letter Agreement and wish to retain us to provide the proposed services, please sign and return one copy of this Letter Agreement to us as authorization to proceed with performance of the services.

Weston & Sampson appreciates the opportunity to provide this agreement and looks forward to working with you on this project. Should you require further information or have any questions regarding our proposal, please do not hesitate to contact me or Steven K. Pedersen, P.E. at (978) 532-1900.

Very truly yours,

WESTON & SAMPSON ENGINEERS, INC.

TOWN OF HARWICH, MASSACHUSETTS

By:

By:



Michael J. Scipione, Chief Executive Officer

Christopher Clark, Town Administrator

October 24, 2019

Date

Date

Enclosures: Standard Terms and Conditions

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

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

THIRD PARTY DHY WASTEWATER PROJECT REVIEWS

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

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

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

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

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

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

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

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

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

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

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

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

ACCEPTED FOR:

Town of Harwich

(Name of Owner)

By its:

(Typed name and Title)

WESTON & SAMPSON ENGINEERS, INC.

CERTIFICATION OF AVAILABLE FUNDS

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

By: _____
OWNER Accountant

Date: _____

A TRUE COPY, ATTEST:

By: _____
OWNER Clerk

H:\WP\MASTER\CNTR\AMENDMNT.

Attachment B

Scope of Work

For

Third Party Review of DHY Project Costs and District Operating Agreement

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

Proposed tasks include:

Task 1.0 Review DHY Cost Estimates

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

Task 1.1 Review Existing Cost Documents

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

Task 1.2 Cost Workshop

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

Task 1.3 Peer Reviewer Cost Findings

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

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

Task 2.0 Review DHY Operating Agreement

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

Task 2.1 Review Existing DHY Documents

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

Task 2.2 DHY Operating Agreement Workshop

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

Task 2.3 Peer Review DHY Operating Agreement Findings Memo

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

Task 3.0 Peer Review Findings

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

Task 3.1 Three-Town Community Presentation

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

Schedule

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

Additional Work (Optional)

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

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

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

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



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

732 MAIN STREET, HARWICH, MA

MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Assistant Town Administrator

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

RE: Award of Contract for procurement of Road Salt to
Champion Road Salt, LLC

DATE: October 28, 2019

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

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

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

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

Recommendation: I recommend the Board of Selectmen approve this procurement as outlined, award the contract to Champion Road Salt, LLC and sign the attached contract documents.

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Champion Salt, LLC, with an address of 2451 Schuete Road, Maryland Heights, MO, hereinafter referred to as "Contractor", effective as of the 28th day of October, 2019. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with road salt, including the technical specifications set forth in Attachment 1.

ARTICLE 2: TIME OF PERFORMANCE:

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

ARTICLE 3: COMPENSATION:

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

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be

deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

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

BID 21929 REGIONAL ROAD SALT
Bidders Contact List

All States Asphalt, Inc.

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

Champion Salt LLC

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

Eastern Minerals Inc.

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

Evolution Liquid LLC

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

Innovative Surface Solutions

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

Morton Salt, Inc.

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

Safe Road Services

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

HARWICH HARBORMASTER DEPARTMENT

October 2019 Monthly Report

Operations

- Two commercial fishing boats hauled out and used the closed loop pressure washing system.
- Removed seasonal no wake buoys from Herring River, Allen Harbor, Wychmere, and Saquatucket (SAQ) Harbors.
- Assisted a boat owner on Long Pond with locating his boat after it had broken its mooring and drifted away.
- Responded to three groundings and one incident of a floating dock with a boat tied to it, which had lost one of its two pilings. The floating dock was secured with dock lines. Two of the grounded boats were towed to open moorings and secured. An anchor was set for the third boat and the owner hired a private party to tow it back into the water
- Assisted DPW with the removal of a 28' sailboat that had broke loose from its mooring, struck the Wychmere jetty and grounded on the beach in front of the Wychmere Beach Club. Due to extensive damage below the waterline, the boat was unsalvageable.
- The tide gate at Uncle Venies Road was closed from 10/10 to 10/15 due to tides and winds.
- Enforcement – Issued 1 parking ticket.

Administration

- Collected bids and prepared License Agreements for review and approval by BOS for winter boat storage.
- Went to waitlist with open mooring permits: (1) Wychmere Inner 20'-25' 11", (1) Pleasant Bay, and open 16' slip at Allen Harbor.
- Re-created State Police Field Guide for Department Waterway and Boating safety enforcement to include Town Bylaws, Fines, CMR 323 and Chapter 90B information.
- Worked on Pump-out Grant Submission for July, August, September and October 2019.
- Sent out Dockage/Offload Permit renewals.
- Sent out email to all slip holders/mooring permit holders requesting copies of registrations/documentations with dockage permit this year and upon renewal in future.
- Mooring Servicing Agent contract renewals approved by BOS.
- Updated Marine Fee Schedule on website to reflect approved change by BOS relating to boat Length Overall definition.
- Contacted Frazier to update winter schedule for Saquatucket (December through April).
- Processed 44 Transient Slip reservations.

Maintenance

- Made repairs to two portable pump-out carts.
- Made repairs to dock carts.
- The Highway Department used a front end loader to clear a large amount of seaweed from the SAQ boat ramp after the storm of 10/16-17.
- Extended the water line at the Wychmere Town Pier to an added power and electric stand.
- Removed the onboard fire pump from Marine 77 and put it in the workshop for maintenance and winter storage.
- Ran fire and dewatering pumps.
- Routine building and grounds maintenance.

Meetings

- Briefed Capital Outlay Committee on Department 7-year Capital Budget.
- Met with President, Oyster Creek Association on plans to dredge waterway.
- Attended Cape & Islands Harbormaster Assoc. meeting.
- WWC meeting (16 Oct)
- BOS Meeting (21 & 28 Oct)

Health Director Monthly Report October 2019

○ **Flu Clinic**

The annual employee flu clinic was held at the Community Center on October 9th. More than 135 vaccines were provided during the clinic with the remaining 15 doses given to home-bound residents. This was very well attended and ran smoothly. The clinic was staffed by health department employees as well as Lee Ames from the Recreation Department-thank you Lee!

Special thanks go to our Town Nurse Susan Jusell, she provided nursing staff and her time to man the clinic. Also, Barnstable County Public Health Nurse Deirdre Arvidson was instrumental in supplying the vaccine and assisting during the clinic.

Reimbursement for the purchased vaccine has been requested through the Insurance Company. Payment should be received in the next few months.

We ran the clinic as a facility set up drill for emergency preparedness. A staff call-down drill was conducted with an 83% response rate. The clinic was staffed using Incident Command and a report will be filed with the State in order to get credit.

○ **Accela**

Progress is being made on license renewals through the Accela program. The staffer from the Commission has found a fix for the renewal issue we have been having and is set to meet with us the first week in November. Hopefully this will allow us to renew licenses and permits without extra time and effort as we have been doing for the past 4 years.

We are planning on activating online renewal options for several annual licenses including septic and refuse haulers, motels, funeral directors and system inspectors. We are working toward online permit applications for minor septic repairs and well construction permits.

○ **Complaints regarding the Harwich Center Smoke Shop**

It is important to note that several residents voiced their concern over the approval of an adult only retail tobacco store permit application approval in Harwich Center. The concern revolved around the location of the store: being in a historic district, located next to a residence, in close proximity to the schools and library. This permit application was received *prior* to the updated Board of Health Tobacco Sales Regulations which require a 500' setback from an existing tobacco store. This permit application was approved with a condition that the permit must be issued before January 1st, 2020 in order to be considered under the old regulations. If not operational by 1.1.20, the application will be denied and a new application would be reviewed under current Regulations.

New Adult only retail tobacco stores are allowed to sell flavored products, including mint, menthol and wintergreen-other tobacco stores are not allowed to sell any flavored products as of January 1st. Adult only retail tobacco stores are only allowed to sell tobacco related products-no food, drinks, alcohol, lottery or other retail products.

○ **Other news-**

I have begun drafting fertilizer regulations that will include a pesticide policy for town owned land. They should be ready for review at the November Board meeting. I have been working with Shawn Fernandes from the Golf Department on this. It is debatable if they should be promulgated as a BOH regulation or a Town Bylaw.

Respectfully submitted,
Meggan Eldredge 11.1.19