

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:30 P.M.

Monday, May 13, 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. PLEDGE OF ALLEGIANCE

III. WEEKLY BRIEFING

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

- A. Minutes
 - 1. April 22, 2019 Regular Session
 - 2. May 6, 2019 Pre-Town Meeting Session
- B. Vote to approve the recommendation of the DPW Director to accept the Barnstable County Bid for Gas and Diesel for FY20
- C. Vote to approve Chapter 90 Project Request - Chipsealing various town roads
- D. Vote to accept the resignation of Barry Knowles as a member of the Brooks Academy Museum Commission
- E. Vote to approve use of the Cable Fund for payment of legal fees in the amount of \$2,100 – Cable License Renewal

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

- A. Public Hearing – Improvements to Seth Whitefield/Hawksnest Road and Round Cove Road
- B. Ad Hoc Harwich Port Parking Committee - Presentation of recommendations for Parking Option in Harwich Port area

VII. NEW BUSINESS

- A. Request by Sarah Gustafson to plant a perennial garden by the back door at Town Hall for pollinators for the bee population – Girl Scout Gold Award project
- B. Proposal to Modify the By-Law Seasonal Hourly Wage by adjusting the title “INTERN” – Possible vote
- C. Vote to approve Request for Transfer from The Reserve Fund for Recreation Department
- D. Vote to approve the recommendation of the Town Administrator and approve Dog Order for Hearing held on April 25, 2019
- E. Finance Director’s Performance Evaluation – Performed by the Town Administrator – vote to confirm
- F. Fire Chief’s Performance Evaluation – Performed by the Town Administrator – vote to confirm
- G. Town Administrator’s Performance Review - Performed by Robert Lawton, retired Yarmouth Town Administrator

VIII. CONTRACTS

- A. Agreement between the Town of Harwich and Barnstable County for the dredging of Allen Harbor in the amount of \$67,500 - *authorize the Chair to sign*
- B. Agreement between the Town of Harwich and CDM Smith for Professional Services – D/H/Y Assistance Agreement - \$50,000 – Per Grant Agreement – *authorize the Town Administrator to sign*
- C. Change Order for Fire Station #2 in the amount of \$46,402.62 – *Approve and authorize the Chair to sign*

IX. OLD BUSINESS

- A. Continuation of Harwich Inn and Tavern outdoor Entertainment License Plan
- B. Appointment to the Republican Town Registrar; Dorothy Hemmings-Bassett - *vote*
- C. Retiree Health Insurance - Update

X. TOWN ADMINISTRATOR'S REPORTS

- A. Griffin Ryder, Town Engineer started 5/8/19
- B. Department Reports
- C. Administration Goals and Objectives

XI. SELECTMEN'S REPORT

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Patricia Macura, Admin. Secretary

Date: _____
May 13, 2019

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, APRIL 22, 2019
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Chief Guillemette, Chief Clarke, Bob Carney, Mary Albis, Robert Hampton, Richard Waystack, Stacy Robichaud, Bernie Meggison, James Tsoukalas, and others.

Chairman Kavanagh reported that the Board just came out of Executive Session where they approved Executive Session minutes from February 25, 2019.

WEEKLY BRIEFING

No one appeared before the Board.

PUBLIC COMMENTS/ANNOUNCEMENTS

Mr. Nixon of CPC discussed a pamphlet they will be handing out at Town Meeting.

CONSENT AGENDA

- A. Minutes:
 - 1. April 1, 2019 Regular Session
 - 2. April 8, 2019 Regular Session
 - 3. February 25, 2019 Executive Session
- B. Vote to authorize the Town Administrator as Hearing Officer for the Cable Renewal Ascertainment Hearing on May 2, 2019
- C. Approve Request for use of the Caleb Chase Fund in the amount of \$700.00
- D. Approve Request for use of the Caleb Chase Fund in the amount of \$694.98

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

NEW BUSINESS

- A. Public Meeting - Application for a Weekday Entertainment License by Harwich Inn & Tavern, 77 Route 28, West Harwich, MA – James Tsoukalas, Owner/Manager.

Mr. McManus read the hearing notice into record. The Board took comments from the following people who had concerns about noise and discussed the problems that occurred under the previous owner:

Bob Carney of 5 Mansion Street

Bernie Meggison of Mansion Street

Mr. Tsoukalas, applicant, said he would like to be judged on himself and not on the past owners.

The Board took further comments from people who had noise concerns:

Carolyn Fitzpatrick of 18 Mansion Street

Mary Albis of 77 Smith Street who noted that a sound engineering report was done that found the geography of the neighborhood is unique and there is a conduit down Mansion Street where the noise carries.

Robert Albis of 77 Smith Street

Mr. Tsoukalas said he is not interested in having a band outside but rather an acoustical guitarist who will sing with small amplification so they can hear from one end of the yard to the other.

After discussion, Mr. Howell moved to accept the application for indoor entertainment from the hours of 12 noon to 12 midnight with the proviso that all outside doors and windows are kept closed during performances with sound not to emanate beyond 150 feet. Mr. MacAskill said he would like to see the sound engineering report. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote. It was agreed that Mr. Tsoukalas would return with a plan and layout for outdoor entertainment.

B. Request for Speed Zone Change on Queen Anne Road

Chief Guillemette reviewed his memo of recommendation of April 17, 2019 as follows:

Mr. Clark and members of the Board. Attached you will find a copy of a letter drafted by Steve Tupper who is the Transportation Program Manager at the Cape Cod Commission. In late June of 2018 Steve and I met with a number of residents from the eastern portion of Queen Anne Road that runs from Route 124 to Route 39. There have been a number of complaints from this area regarding the excessive speed of vehicles, increased traffic volume and the inconsistent speed limits. This portion of Queen Anne is approximately 2 miles long with three different speed limits. As Steve's letter indicates, **one of the speed mitigation efforts we agreed upon was a request to reduce the speed limit on Queen Anne road from 40 MPH to 35 MPH on the segment that runs from Cranberry Hollow Lane to Oyster Pond Road. The residences in this area have increased over the years since the 40 MPH speed zone was established. The attached map indicates that a portion of the segment in question, between Beach Plum and Obed Brooks is actually a thickly settled zone now. The speed limit in this zone would be 30 MPH if there was not a posted limit. I fully support this request as a common sense measure that can be combined with increased enforcement and radar enhanced signage to hopefully mitigate speed on that stretch of road.**

Ms. Stacy Robichaud of 77 Queen Anne Road discussed concerns for speeding and noise on Queen Anne Road and said she has been working with Chief Guillemette on this issue.

Mr. MacAskill moved to approve the request for a speed zone change on Queen Anne Road as presented. Mr. McManus seconded the motion. The Board took comments from Mr. Robert

Hampton and Mr. Dave Callaghan who also had concerns about the volume and speed of traffic on Queen Anne Road. Mr. Hampton submitted a letter he wrote to the Chief. Mr. Howell discussed the need for enforcement. The motion carried by a unanimous vote.

C. Traffic Plan approval for “Light the Night” Art Week Event from 4/26/19 – 5/5/19

Mr. MacAskill moved to approve the traffic plan for “Light the Night” Art Week Event from 4/26/19 to 5/5/19. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

D. Confirmation of Joseph Powers as Assistant Town Administrator effective on May 20, 2019

Mr. MacAskill moved to approve the confirmation of Joseph Powers as Assistant Town Administrator effective May 20, 2019. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

E. Selectmen’s Article Assignments

The Board briefly discussed their preferences for articles and it was agreed that Chairman Kavanagh would assign the articles.

CONTRACTS

A. \$50,000 Dennis/Harwich/Yarmouth Grant award

Mr. Clark reported that the Town was awarded a \$50,000 grant to continue the efforts in the DHY initiative. Mr. Ballantine moved to authorize execution of that. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

A. Extend the charge/appointments of the Harwich Port Parking Committee to June 30, 2019

Mr. MacAskill moved to approve extending the charge and appointments of the Harwich Parking Committee to June 30, 2020. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote. Mr. Waystack encouraged the Board to make some changes this year.

B. Safe Routes To School grant application

Mr. Clark said he got a response back today from Steve Tupper who said included in that grant is that MassDot would contract with Aecom to do some of the design work so some of the design issues regarding the sidewalk would be addressed. Mr. Howell said once you get to the middle of Town he doesn’t see how you could put a five foot sidewalk in there. Chairman Kavanagh asked that Mr. Clark have the Town Planner and Town Engineer look at it. Mr. Clark said they did talk about running a sidewalk down Parallel Street and not necessarily redoing Harwich Center.

TOWN ADMINISTRATOR'S REPORTS

Mr. Clark said we have the first draft of the motions for Town Meeting which he sent to the Board and Town Counsel.

A. Department Reports

This item was not addressed.

ADJOURNMENT

Mr. Ballantine moved to adjourn at 7:56 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
HARWICH COMMUNITY CENTER, Room#2
MONDAY, MAY 6, 2019
6:02 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Town Council John Giorgio, Chairman, Finance Committee, Jack Brown, Chair Bylaw Charter Review Committee, Sandra Hall

OLD BUSINESS

A. Cornelius Pond Conservation Restriction Revisions:

General discussion on updated plan. Mr. McManus moved to accept the updated Restriction Revisions. Mr. MacAskill seconded the motion and the motion carried by a 5-0-0 vote.

NEW BUSINESS

A. Article 59: COMPLETE CONSTRUCTION OF THE PET BURIAL GROUND

A discussion of two (2) versions took place. It was moved that this article be accepted and adopted to transfer \$131,000 from the Pet Burial Ground Revolving Fund for the purposes set forth in Article 59 as those funds accumulate.

Mr. MacAskill moved to approve the transfer \$131,000 from the Pet Burial Ground Revolving Fund. Mr. McManus seconded the motion and the motion carried by a 4-1-0 vote. Mr. Howell opposed.

Finance Committee arrived at 6:15 PM.

B. Article 31: ADOPT RULES AND REGULATIONS FOR CENETERIES

A discussion of two (2) versions took place. It was moved that this article be accepted and adopted with an amendment that would strike the last sentence in SECTION III: *CEMETERY LOTS*, Number 10, as well as Number 11 and 12 in their entirety and renumber the remaining sections.

Mr. MacAskill moved to approve this article be accepted and adopted with an amendment that would strike the last sentence in SECTION III: *CEMETERY LOTS*, Number 10, as well as Number 11 and 12 in their entirety and renumber the remaining sections. Mr. McManus seconded the motion and the motion carried by a 4-0-1 vote. Mr. Howell abstained.

C. Article 36: AMEND THE HOME RULE CHARTER – CAPITAL OUTLAY PROCESS
(TWO-THIRDS VOTE REQUIRED)

A discussion of three (3) versions of this amendment took place. It was moved that this article be accepted and adopted as amended to exclude in Chapter 9 Section 6 (7) with exception of petition articles and CPC Articles from Capital Plan printed in the Warrant.

Mr. Ballantine moved to approve this article be accepted and adopted as amended to exclude in Chapter 9 Section 6 (7) with exception of petition articles and CPC Articles from Capital Plan printed in the Warrant. Mr. Howell seconded the motion and the motion carried by a 5-0-0 vote.

D. Article 61: HARWICH AFFORDABLE HOUSING TRUST (POTENTIAL ADMENMENT)

A discussion of two (2) versions took place. It was moved that this article be accepted and adopted with the changes in Item (C) the town impose a limitation on development on the southern portion of parcel J3 in the area identified as falling under the Massachusetts Endangered Species jurisdiction and the isolated wetlands (potentially vernal pools) as shown on the map available at this town meeting, and excluding (D) 728 Main Street.

Mr. Howell moved to approve this article with the changes in Item (C) the town impose a limitation on development on the southern portion of parcel J3 in the area identified as falling under the Massachusetts Endangered Species jurisdiction and the isolated wetlands (potentially vernal pools) as shown on the map available at this town meeting, and excluding (D) 728 Main Street. Mr. McManus seconded the motion and the motion carried by 5-0-0.

E. Article 37: EX-OFFICIO MEMBER APPOINTMENTS

Sandra Hall, Chair of Bylaw and Charter Review Committee requested the Board of Selectmen to indefinitely postpone consideration on Article #37 – EX-OFFICIO MEMBER APPOINTMENTS citing it needs additional review.

Board of Selectmen voted to indefinitely postpone. Mr. MacAskill moved to approve this motion and Mr. McManus seconded the motion and the motion carried by 5-0-0.

ADJOURNMENT

Mr. MacAskill moved to adjourn this meeting at 6:50 p.m. Mr. McManus seconded the motion and the motion carried by a unanimous vote 5-0-5.

Respectfully submitted,

Patricia Macura
Recording Secretary

ATM May 6, 2019



ARTICLE 59: COMPETE CONSTRUCTION OF THE PET BURIAL GROUND

I MOVE THAT THIS ARTICLE BE ACCEPTED AND ADOPTED TO TRANSFER \$131,000 FROM THE PET BURIAL GROUND REVOLVING FUND FOR THE PURPOSES SET FORTH IN ARTICLE 59 AS THOSE FUNDS ACCUMULATE.

PETITIONER: _____

Petitioner: _____
Chairman, Finance Committee

ATM May 6, 2019

ARTICLE 59: COMPETE CONSTRUCTION OF THE PET BURIAL GROUND

NO RECOMMENDATION PENDING FURTHER INFORMATION.

Petitioner: _____
Chairman, Finance Committee

ATM May 6, 2019

ARTICLE 31: ADOPT RULES AND REGULATIONS FOR CEMETERIES

I MOVE THAT THIS ARTICLE BE ACCEPTED AND ADOPTED AS PRINTED IN WARRANT.

PETITIONER: _____, CEMETERY COMMISION

Petitioner: _____
Chairman, Finance Committee

ATM May 6, 2019

ARTICLE 31: ADOPT RULES AND REGULATIONS FOR CEMETERIES

I MOVE THAT THIS ARTICLE BE ACCEPTED AND ADOPTED WITH AN AMENDMENT THAT WOULD STRIKE THE LAST SENTENCE IN SECTION III: *CEMETERY LOTS*, NUMBER 10, AS WELL AS NUMBERS 11, AND 12 IN THEIR ENTIRETY, AND RENUMBER THE REMAINING SECTIONS.

NOTATION: THE HARWICH CEMETERIES HAVE ALWAYS BEEN ACCEPTING AND ACCOMMODATING TO VISITORS, FAMILIES, FRIENDS, AND MOURNERS WITH FEW RESTRICTIONS OR DEMANDS. THE FINANCE COMMITTEE WOULD LIKE TO CONTINUE THIS TOWN TRADITION AND WE ENCOURAGE THE CEMETERY COMMISSION TO PROVIDE BETTER AWARENESS THROUGH APPROPRIATE SIGNS AND PAMPHLETS INSTEAD OF DEMANDS AND RESTRICTIONS.

Petitioner: _____
Chairman, Finance Committee

ATM May 6, 2019

ARTICLE 36: AMEND THE HOME RULE CHARTER – CAPITAL OUTLAY PROCESS
(TWO-THIRDS VOTE REQUIRED)

I MOVE THAT THIS ARTICLE BE ACCEPTED AND ADOPTED AS PRINTED IN THE
WARRANT.

ATM May 6, 2019

ARTICLE 36: AMEND THE HOME RULE CHARTER – CAPITAL OUTLAY PROCESS
(TWO-THIRDS VOTE REQUIRED)

~~I MOVE THAT THIS ARTICLE BE INDEFINITELY POSTPONED.~~

ATM May 6, 2019


ARTICLE 36: AMEND THE HOME RULE CHARTER – CAPITAL OUTLAY PROCESS
(TWO-THIRDS VOTE REQUIRED)

I MOVE THAT THIS ARTICLE BE ACCEPTED AND ADOPTED AS AMENDED TO
EXCLUDE IN CHAPTER 9 SECTION 6 (7) WITH EXCEPTION OF PETITION ARTICLES
AND CPC ARTICLES FROM CAPITAL PLAN PRINTED IN THE WARRANT.

Petitioner: _____
Chairman, Finance Committee

ATM May 6, 2019

ARTICLE 61: HARWICH AFFORDABLE HOUSING TRUST (POTENTIAL AMENDMENT)

 I MOVE THAT THIS ARTICLE BE ACCEPTED AND ADOPTED WITH THE FOLLOWING CHANGES: IN ITEM (C) THE TOWN IMPOSE A LIMITATION ON DEVELOPMENT ON THE SOUTHERN PORTION OF PARCEL J3 IN THE AREA IDENTIFIED AS FALLING UNDER THE MASSACHUSETTS ENDANGERED SPECIES JURISDICTION AND THE ISOLATED WETLANDS (POTENTIALLY VERNAL POOLS) AS SHOWN ON THE MAP AVAILABLE AT THIS TOWN MEETING, AND EXCLUDING (D) 728 MAIN STREET.

Petitioner: _____
Chairman, Finance Committee

ATM May 6, 2019

ARTICLE 61: HARWICH AFFORDABLE HOUSING TRUST (TWO-THIRDS VOTE REQUIRED)

I MOVE THAT THIS ARTICLE BE ACCEPTED AND ADOPTED AS PRINTED IN WARRANT.

Petitioner: _____
Chairman, Finance Committee

CHARTER AMENDMENTS – EX-OFFICIO MEMBER APPOINTMENTS

ARTICLE 37: To see if the Town will vote pursuant to M.G.L. c.43B, §10 to amend Chapter 7, Section 7 of the Town Charter, which amendment will be subject to approval by the voters at the 2020 Annual Town Election, by adding a new subsection 5 as set forth below, with strikethrough text to be deleted and bold text to be inserted:

7-1-5 Ex-Officio Appointments (New Section)

In order to ensure that the terms of ex-officio appointees do not exceed the terms of their appointments by the sending official, board, commission or committee, all such appointments shall run for one year or less to end on June 30th of the then current fiscal year. In the event of a resignation or inability to serve by an ex-officio appointee either from the sending entity or as ex-officio appointee, the term of the replacement shall expire in accordance with the term of the original appointee. Any ex-officio appointment made by a board, committee or commission under the jurisdiction of Board of Selectmen shall be subject to approval by vote of 3 or more members of the Board of Selectmen.

And further to amend Chapter 7, Section 2, Item 7-2-2 of the General Provisions, Item (b) to read:

Elect necessary officers including ex-officio appointments under the jurisdiction of the sending board, commission or committee.

and to act fully thereon. By Request of the Board of Selectmen and the Bylaw Review Committee.

THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED TO ALLOW THE BOARD OF SELECTMEN MORE FLEXIBILITY IN MAKING APPOINTMENTS. VOTE: YES-6, NO-0



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: May 2, 2019

RE: FY 20 Gas and Diesel Bid Award

Please be advised that Barnstable County Purchasing Department has bid both Ultra Low Sulphur Diesel and Unleaded Regular gasoline on behalf of the Town of Harwich and that the County Commissioners have awarded both contracts to the lowest bidders in each category. J.P. Noonan was the low bidder for Harwich in each category with a fixed price bid of \$2.27 per gallon for diesel and \$1.963 per gallon gas. This represents a \$.113 per gallon increase in diesel and a \$.051 per gallon decrease in gas compared to FY 19 rates.

The County has requested that each municipality execute a contract with the appropriate vendor indicating our acceptance of the bid. I have attached a contract for your review and signatures. Please return two originals to me. I will obtain the vendor's signature and provide the Board with an original back.

Thank you for your consideration in this matter.

Cc: Chris Clark, Town Administrator

Attachments: Contract Agreement with Noonan
Barnstable County Purchasing Department Award Letter
Spreadsheet with Bid Results

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

April 16, 2019

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

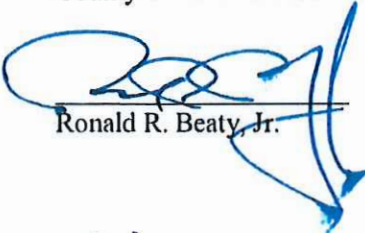
Barnstable County issued an Invitation for Bids for the Supply and Delivery of Gasoline and Diesel Fuel to Barnstable County and other Political subdivisions for the period of July 1, 2019 through June 30, 2020.

Please vote to award the contract to the following responsive, responsible bidders offering the lowest prices per town as highlighted on the attached spreadsheet:

Sprague Operating Resources
Diesel Direct
Noonan Brothers Petroleum, Inc
Cape Cod Biofuels, Inc.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Leo Cakouzes


Date

COUNTY OF BARNSTABLE GASOLINE and DIESEL FUEL - FY2020

FIXED PRICE - DIESEL						
SECTION	Sprague	Diesel D	Noonan	Petroleum Traders	CC Biofuels	East River
Section 1: Barnstable Dept. of Public Works	2.3254	2.3153	2.27	No bid	2.349	No bid
Section 3: Barnstable Golf Courses	2.3262	2.3153	2.37	No bid	2.349	No bid
Section 4: Barnstable Municipal Airport	2.3054	2.3153	2.29	No bid	2.349	No bid
Section 5: Barnstable School Department	2.2832	2.3153	2.27	No bid	2.349	No bid
Section 7: Town of Bourne, a, b	2.2388	2.3353	2.27	No bid	2.349	No bid
Section 7: Town of Bourne, d,e, ISWM	2.2762	2.3353	2.37	No bid	No bid	No bid
Section 8: Town of Brewster	2.3054	2.3353	2.29	No bid	No bid	No bid
Section 10: Town of Chatham	2.2889	2.4453	2.29	No bid	No bid	No bid
Section 11: Town of Dennis	2.3146	2.3153	2.27	No bid	No bid	No bid
Section 12: Dennis Water District	2.3262	2.3153	2.29	No bid	No bid	No bid
Section 14: Town of Eastham	2.3054	2.3953	2.29	No bid	2.349	No bid
Section 15: Town of Falmouth	2.2344	2.3353	2.27	2.3242*	No bid	No bid
Section 16: Town of Harwich	2.2948	2.3353	2.27	No bid	No bid	No bid
Section 18: Town of Mashpee	2.3054	2.3353	2.27	No bid	2.329	No bid
Section 19: Town of Orleans	2.3054	2.3953	2.27	No bid	No bid	No bid
Section 20: Town of Sandwich	2.3112	2.3353	2.27	No bid	2.329	No bid
Section 22: Upper Cape Regional Technical	2.2754	2.3353	2.29	No bid	2.329	No bid
Section 23: Town of Wellfleet	2.4254	2.3953	No bid	No bid	No bid	No bid

*Vendor submitted a conditional bid – would only accept Falmouth if they won both gas and diesel

OEP ULS DIESEL						
	Sprague	Diesel Direct	Noonan	Pet Traders	CC Biofuels	East River
Section 6: Barnstable County Dredge	.1704	.20	.08	No bid	No bid	No bid
Section 9: Centerville/Osterville/MM Fire	.1696	.14	.08	No bid	.145	.2512
Section 13: Dennis Yarmouth Regional School District	.1696	.12	.0793	No bid	.145	.2012
Section 21: Town of Truro	.1696	.1455	No bid	No bid	.145	No Bid
Section 24: Town of Yarmouth	.1462	.12	.0793	No bid	.145	.2312

FIXED PRICE GASOLINE						
	Sprague	DDirect	Noonan	Pet Traders	CC Biofuels	East River
Section 1: Barnstable Dept. of Public Works	1.9804	No bid	1.963	No bid	No bid	Nobid
Section 2: Barnstable Police Department	1.9804	No bid	1.963	No bid	No bid	No bid
Section 3: Barnstable Golf Courses	2.0404	No bid	2.063	No bid	No bid	No bid
Section 4: Barnstable Municipal Airport	2.0104	No bid	1.983	No bid	No bid	No bid
Section 5: Barnstable School Department	2.0404	No bid	1.983	No bid	No bid	No bid
Section 7: Town of Bourne, locations a,b	1.9837	No bid	1.963	No bid	No bid	No bid
Section 8: Town of Brewster	2.0604	No bid	1.983	No bid	No bid	No bid
Section 10: Town of Chatham	2.0104	No bid	1.963	No bid	No bid	No bid
Section 11: Town of Dennis	2.0228	No bid	1.963	No bid	No bid	No bid
Section 14: Town of Eastham	2.0104	No bid	1.983	No bid	No bid	No bid
Section 15: Town of Falmouth	1.9394	No bid	1.963	1.8916 *	No bid	No bid
Section 16: Town of Harwich	2.0104	No bid	1.963	No bid	No bid	No bid
Section 18: Town of Mashpee	1.9394	No bid	1.963	No bid	No bid	No bid
Section 19: Town of Orleans	2.0104	No bid	1.963	No bid	No bid	No bid
Section 20: Town of Sandwich	1.9456	No bid	1.963	1.9934	No bid	No bid
Section 22: Upper Cape Regional Technical	1.9804	No bid	1.963	No bid	No bid	No bid



AGREEMENT

This agreement made the 13th of May, 2019 by and between **Noonan Brothers, Inc.**, hereinafter called the "CONTRACTOR" and the **Town of Harwich**, hereinafter called the "Town".

WITNESSETH, that the Contractor and the Town for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials/services called for in the specifications for:

“Invitation for Bids for the Supply and Delivery of gasoline, diesel and bio-diesel fuel to Barnstable County and other political subdivisions for the period of July 1, 2019 through June 30, 2020.”

ARTICLE 2. TIME PERIOD

- A. This contract is for the period of July 1, 2019 through June 30, 2020 .
- B. The work to be done under this contract shall be completed: see “A”.

ARTICLE 3. THE CONTRACT SUM

The Town shall pay the contractor:

- A. Ultra Low Sulphur Diesel - \$2.27 per gallon
- B. 87 Octane Gasoline - \$1.963 per gallon

ARTICLE 4. TIME OF PAYMENT

The Town shall pay the Contractor on original invoices only.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Bid, together with this Agreement, form the Contract and they are as fully a part of the Contract as attached and incorporated herein by reference.

ARTICLE 6. TERMINATION FOR CAUSE

The Town may terminate this Agreement, for cause, at any time upon written notice to the other party designating the reason for said termination. Termination shall be effective immediately.

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

Noonan Brothers, Inc.

Town of Harwich

Julie Kavanagh, Chairman
Harwich Board of Selectmen



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: May 8, 2019

RE: Chapter 90 Project Request – Chipsealing Various Roads

Attached for your review and signatures is a Chapter 90 Project Request for Chipsealing various roads in the amount of \$331,785. Currently, we have \$660,187 available in uncommitted Chapter 90 funds, which does not include the yet to be released FY 20 apportionment anticipated to be approximately \$680k.

Please sign all three copies of the Project Request form and return them to me so that I may submit them for State approval. If you have any questions regarding this project, please contact me.

Thank you for your consideration.

Cc: Chris Clark, Town Administrator

CHAPTER 90 PROJECT REQUEST

CONTRACT ID # 50829
PROJECT # 19-02

CLASSIFICATION: Primary Road Local Road

Ch. # MA # \$
Ch. # MA # \$

CITY/TOWN HARWICH

PROJECT: CHIPSEALING VARIOUS ROADS

LOCATION: VARIOUS LOCATIONS SEE ATTACHED LENGTH _____ WIDTH: _____

PROJECT TYPE: Construction Reconstruction **Resurfacing** 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)

**TO CHIPSEAL VARIOUS ROADS THROUGHOUT TOWN, PROVIDING A NEW WEAR SURFACE AND
EXTENDING THE LIFE OF THE ROADS.**


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

Estimated Cost (Attach estimate and list funding sources) \$ 331,785.49

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: _____ Approved by: _____
(State Aid Engineer) (District Highway Director)

Approved for: _____ @ _____ Date: _____

CHAPTER 90 ENVIRONMENTAL PUNCH LIST

City/Town HARWICH

MassHighway District # 5

Proposed Work Construction Resurfacing Improvement Other: _____


NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes No
2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes No
3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes No
4. Will more than 300 ft. of stone wall be removed or altered? Yes No
5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes No
6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)? Yes No
If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).*
7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)? Yes No
If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls.
8. Have all necessary takings, easements, rights of entry, etc. been completed? Yes No
If a County Hearing is required, it must be held prior to starting work.
9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? Yes No
10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? Yes No
If your answer is YES, you must file the project with your local Conservation Commission prior to starting work.
11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes No

* See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the Massachusetts Highway Department in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by Mass. Highway on the basis of this information shall not legally or financially obligate Mass. Highway to support or defend the municipality, and the municipality shall save harmless Mass. Highway for any action.

Prepared by: 
(Highway Official)

Signed: _____

Date: 5/2/19

(Duly Authorized Municipal Official(s))

FY19 CHIPSEALING

	<u>LENGTH</u>	<u>WIDTH</u>	<u>SQ. YD.</u>	<u>CUL-DE-SAC</u>		<u>TOTAL</u> <u>SQ. YD.</u>	<u>BID</u> <u>PRICE</u>	<u>AMOUNT</u>
				<u>DIAMETER</u>	<u>SQ. YD.</u>			
CRANWOOD ROAD	650	22	1,588.89			1,588.89	\$3.70	\$5,878.89
WILDWOOD AVE	500	24	1,333.33			1,333.33	\$3.70	\$4,933.33
WITCHWOOD LANE	300	23	766.67	100	872.22	1,638.89	\$3.70	\$6,063.89
WOODY GLEN ROAD	485	24	1,293.33			1,293.33	\$3.70	\$4,785.33
FAIRWAYS DRIVE	1,160	22	2,835.56			2,835.56	\$3.70	\$10,491.56
PUTTING GREEN LANE	640	22	1,564.44			1,564.44	\$3.70	\$5,788.44
EAGLE LANE	290	22	708.89			708.89	\$3.70	\$2,622.89
BRIARWOOD CLOSE	480	23	1,226.67			1,226.67	\$3.70	\$4,538.67
SANDY SHORE WAY	560	20	1,244.44			1,244.44	\$3.70	\$4,604.44
RED PINE DRIVE	1,090	20	2,422.22			2,422.22	\$3.70	\$8,962.22
OAK LEAF CIRCLE	980	22	2,395.56			2,395.56	\$3.70	\$8,863.56
GREEN LANE	840	22	2,053.33			2,053.33	\$3.70	\$7,597.33
DRUM LANE	290	21	676.67	100	872.22	1,548.89	\$3.70	\$5,730.89
WESTON WOODS ROAD	690	23	1,763.33	100	872.22	2,635.56	\$3.70	\$9,751.56
WILLIAMS WAY	665	21	1,551.67			1,551.67	\$3.70	\$5,741.17
CRESTVIEW DRIVE	660	22	1,613.33			1,613.33	\$3.70	\$5,969.33
MONUMENT WAY	420	22	1,026.67			1,026.67	\$3.70	\$3,798.67
CRANHAVEN CIRCLE	555	22	1,356.67			1,356.67	\$3.70	\$5,019.67
SIX PENNY LANE	910	20	2,022.22			2,022.22	\$3.70	\$7,482.22
OLD TAVERN LANE	875	21	2,041.67			2,041.67	\$3.70	\$7,554.17
WOONCEPIT ROAD	945	20	2,100.00			2,100.00	\$3.70	\$7,770.00
ROBBINS ROAD	1,315	21	3,068.33			3,068.33	\$3.70	\$11,352.83
WHEATON WAY	550	21	1,283.33			1,283.33	\$3.70	\$4,748.33
LAURIE LANE	515	21	1,201.67			1,201.67	\$3.70	\$4,446.17
MOODY ROAD	1,110	21	2,590.00			2,590.00	\$3.70	\$9,583.00
CROSBY ROAD	345	20	766.67			766.67	\$3.70	\$2,836.67
HAROLD STREET	1,300	20	2,888.89			2,888.89	\$3.70	\$10,688.89
VILLAGE GREEN	700	20	1,555.56			1,555.56	\$3.70	\$5,755.56
ROCKY WAY	1,200	23	3,066.67			3,066.67	\$3.70	\$11,346.67
RIDGE COURT	525	23	1,341.67			1,341.67	\$3.70	\$4,964.17
BASSETT WOODS ROAD	1,245	21	2,905.00			2,905.00	\$3.70	\$10,748.50
STATION AVE	400	20	888.89			888.89	\$3.70	\$3,288.89
FAIRVIEW AVE	2,331	21	5,439.00			5,439.00	\$3.70	\$20,124.30
MCELWAY ROAD	1,744	21	4,069.33			4,069.33	\$3.70	\$15,056.53
VINEYARD LANE	3,947	21	9,209.67			9,209.67	\$3.70	\$34,075.77
DEACONS FOLLY ROAD	5,156	20	11,457.78	100	872.22	12,330.00	\$3.70	\$45,621.00
						88,806.89		\$328,585.49

TOTAL 10% RUBBER CHIP SEAL

\$328,585.49

To

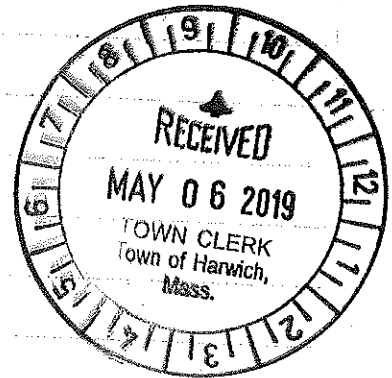
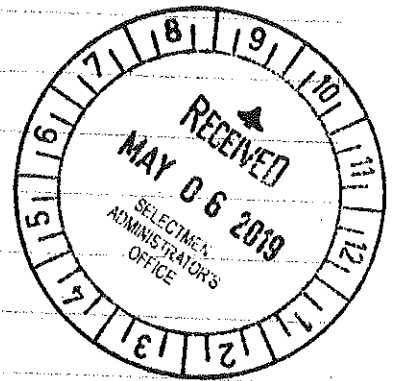
DAVID SPITZ

CHAIRMAN OF BROOKS ACADEMY MUSEUM COMMISSION

DUE TO HEALTH REASONS I HEREBY
RESIGN FROM THE BAMC

David Spitz

5/04/19



May 7, 2019

Chairperson Julie Kavanagh and Board of Selectmen,

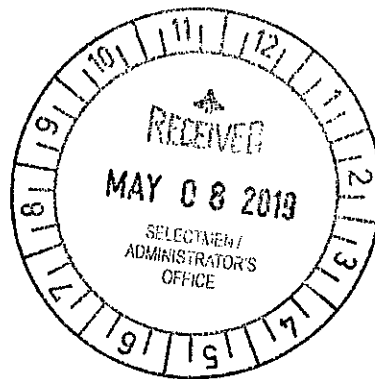
I would like to request money from the Cable Fund in the amount of \$2,100 (invoice #14448) for the for the payment of legal fees and counsel in preparation of Channel 18's Cable License Renewal Hearing on May 2, 2019

This is the first payment to Epstein & August, LLP. (875 Massachusetts Ave., Suite 31, Cambridge, MA 02139) as we enter in a lengthy procedure to negotiate a new Cable License contract with Comcast.

Please contact me if you have any further questions regarding this continued process.

Thank you for your consideration.

Jamie Goodwin
Station Manager
Harwich Channel 18



**HARWICH BOARD OF SELECTMEN
NOTICE OF PUBLIC HEARING**

**Improvements to Seth Whitefield Road/Hawksnest and Round Cove Road
May 13, 2019**

The Harwich Board of Selectmen will hold a Public Hearing on Monday, May 13, 2019, no earlier than 6:30 PM during their regularly scheduled meeting. This hearing will be held in the Donn B. Griffin Room located at Town Hall, 732 Main Street, Harwich for the purpose of discussing improvements to Seth Whitehouse Road A.K.A. Hawksnest Road and Round Cove Road proposed by Robert Fratus. 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 these proposals. Information on this matter is available in the Selectmen's Office.

Harwich Board of Selectmen

The Cape Cod Chronicle
April 25, 2019

**HARWICH BOARD OF SELECTMEN
NOTICE OF PUBLIC HEARING**

**Improvements to
Seth Whitefield Road/Hawksnest and Round Cove Road
May 13, 2019**

The Harwich Board of Selectmen will hold a Public Hearing on Monday, May 13, 2019, no earlier than 6:30 PM during their regularly scheduled meeting. This hearing will be held in the Donn B. Griffin Room located at Town Hall, 732 Main Street, Harwich for the purpose of discussing improvements to Seth Whitehouse Road A.K.A. Hawksnest Road and Round Cove Road proposed by Robert Fratus. 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 these proposals. Information on this matter is available in the Selectmen's Office.

Harwich Board of Selectmen

The Cape Cod Chronicle
April 25, 2019

GRAVEL ROADS AND PARKING LOTS

ROADS

BELLS NECK ROAD

NORTH ROAD

SETH WHITEFIELD/HAWKSNEST ROAD

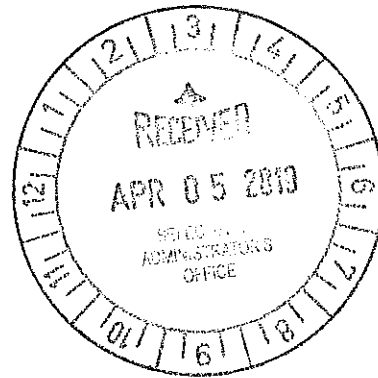
FAR END OF ROUND COVE ROAD

GORDON ROAD

CALEB STREET

LEXINGTON DRIVE

ROAD TO THE HERRING RUN



PARKING LOTS

FERNANDES BOG/FISHERMEN'S LANDING

CAHOON ROAD BEACH

SAND POND

THOMPSON'S FIELD (CHATHAM ROAD AND ROUTE 39 SIDES)

POTTERS FIELD

TENNIS COURTS AT BROOKS PARK

AUXILIARY PARKING LOT AT THE COMMUNITY CENTER

4 CONSERVATION TRUST WALKING TRAIL LOTS WITH A NEW ONE TO BE BUILT

GREAT WESTERN ROAD

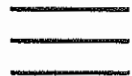
QUEEN ANNE ROAD

TEXERIA PROPERTY

BAY ROAD

NEW ONE ON QUEEN ANNE ROAD

Invoice



SHIP TO

HARWICH, TOWN OF/HIGHWAY
 #2018 TBase
 273 Queen Anne Road
 Harwich MA 02645
 1495605

Direct inquiries to:
 Aggregate Industries - NER, Inc
 P.O. Box 28903
 New York NY 10087-8903
 Phone: 1-855-339-4900

We are pleased to announce that invoices
 can now be received via email!
 Call to enroll today!

HARWICH, TOWN OF/HIGHWAY
 273 QUEEN ANNE ROAD
 HARWICH MA 02645 *

38369	10/29/2018	709709971
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3053 BARRY POWERS

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
10/25	SODN	FP	115395031	273 Queen Anne Road RA,RECYCLED ASPHALT,1" - #200	34.310	TON	12,000	411.72
				Freight			2.50	85.78
10/25	SODN	FP	115395032	273 Queen Anne Road RA,RECYCLED ASPHALT,1" - #200	34.690	TON	12,000	416.28
				Freight			2.50	86.73
				TOTAL RA,RECYCLED ASPHALT,1" - #200	69.000	TON		
				Total Units	69.000	TON		
				Subtotal Material				828.00
				Subtotal Freight				172.51
				Amount Before Tax				1,000.51
				Tax				0.00
				Total Invoice Amount				1,000.51
Payment Terms: Net 30 days from invoice list date Finance charges will be applied on overdue accounts at the rate of 1.5% per month / 18% per annum								
FP=Freight Prepaid, ZFC=FOB Carrier Location, TON=US Tons, TO=Metric Tons, M3=Cubic Meters, EA=Each, YD3=Cubic Yards								

IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT

HARWICH, TOWN OF/HIGHWAY
 273 QUEEN ANNE ROAD
 HARWICH MA 02645

709709971
 INVOICE NUMBER

DEDUCTION REASONS

1. Price \$ _____
2. Freight \$ _____
3. Tax \$ _____
4. Other \$ _____

AMOUNT REMITTED \$ _____

REMIT Aggregate Industries - NER, Inc
 P.O. Box 28903
 TO: New York NY 10087-8903

38369	10/29/2018	1,000.51
CUSTOMER NO.	INVOICE DATE	INVOICE AMOUNT

Invoice



SHIP TO

HARWICH, TOWN OF/HIGHWAY
2017 TBase
273 Queen Anne Road
Harwich MA 02645

1404157

Direct inquiries to:
Aggregate Industries - NER, Inc
P.O. Box 28903
New York NY 10087-8903
Phone: 1-855-339-4900

HARWICH, TOWN OF/HIGHWAY
273 QUEEN ANNE ROAD
HARWICH MA 02645

*

38369	10/19/2017	707992198
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3053 BARRY POWERS

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
10/17	SODN	FP	115394671	273 Queen Anne Road RA,RECYCLED ASPHALT,1" - #200 Reference: 74	31.720	TON	12.000	380.64
				Freight			2.50	79.30
10/17	SODN	FP	115394672	273 Queen Anne Road RA,RECYCLED ASPHALT,1" - #200 Reference: 75	32.850	TON	12.000	394.20
				Freight			2.50	82.13
10/17	SODN	FP	115394673	273 Queen Anne Road RA,RECYCLED ASPHALT,1" - #200 Reference: 76	31.090	TON	12.000	373.08
				Freight			2.50	77.73
				TOTAL RA,RECYCLED ASPHALT,1" - #200	95.660	TON		

FP=Freight Prepaid, ZFC=FOB Carrier Location, TON=US Tons, TO=Metric Tons, M3=Cubic Meters, EA=Each, YD3=Cubic Yards

IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT

HARWICH, TOWN OF/HIGHWAY
273 QUEEN ANNE ROAD
HARWICH MA 02645

707992198
INVOICE NUMBER

DEDUCTION REASONS

- 1. Price \$ _____
- 2. Freight \$ _____
- 3. Tax \$ _____
- 4. Other \$ _____

REMIT Aggregate Industries - NER, Inc
P.O. Box 28903
TO: New York NY 10087-8903

AMOUNT REMITTED \$ _____

38369	10/19/2017	1,387.08
CUSTOMER NO.	INVOICE DATE	INVOICE AMOUNT

Invoice



SHIP TO

HARWICH, TOWN OF/HIGHWAY
 2017 TBase
 273 Queen Anne Road
 Harwich MA 02645

1404157

Direct inquiries to:
 Aggregate Industries - NER, Inc
 P.O. Box 28903
 New York NY 10087-8903
 Phone: 1-855-339-4900

HARWICH, TOWN OF/HIGHWAY *
 273 QUEEN ANNE ROAD
 HARWICH MA 02645

38369	08/31/2017	707700407
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3053 BARRY POWERS

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
08/22	SODN	FP	115394507	273 Queen Anne Road RA,RECYCLED ASPHALT,1" - #200	34.670	TON	12.000	416.04
				Freight			2.50	86.68
08/22	SODN	FP	115394509	273 Queen Anne Road RA,RECYCLED ASPHALT,1" - #200	33.540	TON	12.000	402.48
				Freight			2.50	83.85
				TOTAL RA,RECYCLED ASPHALT,1" - #200	68.210	TON		
				Total Units	68.210	TON		
				Subtotal Material				818.52
				Subtotal Freight				170.53
				Amount Before Tax				989.05
				Tax				0.00
				Total Invoice Amount				989.05
<p>Payment Terms: Net 30 days from invoice list date</p> <p>Finance charges will be applied on overdue accounts at the rate of 1.5% per month / 18% per annum</p>								
<p>FP=Freight Prepaid, ZPC=FOB Carrier Location, TON=US Tons, TO=Metric Tons, M3=Cubic Meters, EA=Each, YD3=Cubic Yards</p>								

IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT

707700407
INVOICE NUMBER

HARWICH, TOWN OF/HIGHWAY
 273 QUEEN ANNE ROAD
 HARWICH MA 02645

DEDUCTION REASONS

1. Price \$ _____
2. Freight \$ _____
3. Tax \$ _____
4. Other \$ _____

AMOUNT REMITTED \$ _____

REMIT Aggregate Industries - NER, Inc
 P.O. Box 28903
 TO: New York NY 10087-8903

38369	08/31/2017	989.05
CUSTOMER NO.	INVOICE DATE	INVOICE AMOUNT

Invoice



HARWICH, TOWN OF/HIGHWAY
2017 TBase
273 Queen Anne Road
Harwich MA 02645

1404157

Direct inquiries to:
Aggregate Industries - NER, Inc
P.O. Box 28903
New York NY 10087-8903
Phone: 1-855-339-4900

HARWICH, TOWN OF/HIGHWAY
273 QUEEN ANNE ROAD
HARWICH MA 02645

38369	07/27/2017	707492930
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3053 BARRY POWERS

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
07/20	SODN	FOB	115394465	230 GREAT WESTERN ROAD RA,RECYCLED ASPHALT,1" - #200 Reference: 48	30.080	TON	12.000	360.96
07/20	SODN	FOB	115394466	230 GREAT WESTERN ROAD RA,RECYCLED ASPHALT,1" - #200 Reference: 49	27.160	TON	12.000	325.92
				TOTAL RA,RECYCLED ASPHALT,1" - #200	57.240	TON		
				Total Units	57.240	TON		
				Subtotal Material				686.88
				Subtotal Freight				0.00
				Amount Before Tax				686.88
				Tax				0.00
				Total Invoice Amount				686.88
Payment Terms: Net 30 days from invoice list date Finance charges will be applied on overdue accounts at the rate of 1.5% per month / 18% per annum								
FP=Freight Prepaid, ZFC=FOB Carrier Location, TON=US Tons, TO=Metric Tons, M3=Cubic Meters, EA=Each, YD3=Cubic Yards								

IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT

HARWICH, TOWN OF/HIGHWAY
273 QUEEN ANNE ROAD
HARWICH MA 02645

707492930
INVOICE NUMBER

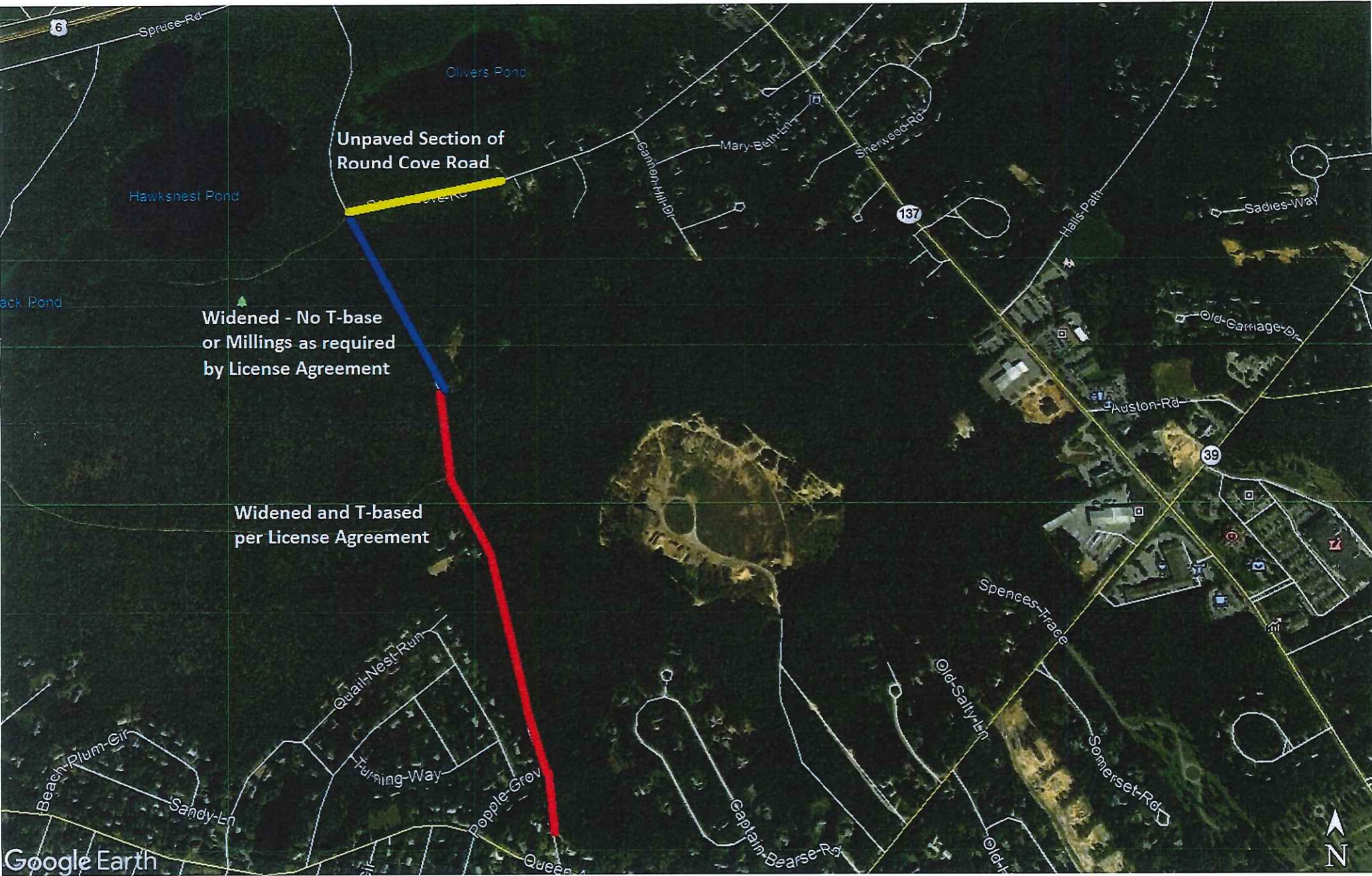
DEDUCTION REASONS

- 1. Price \$ _____
- 2. Freight \$ _____
- 3. Tax \$ _____
- 4. Other \$ _____

REMIT Aggregate Industries - NER, Inc
P.O. Box 28903
TO: New York NY 10087-8903

AMOUNT REMITTED \$ _____

38369	07/27/2017	686.88
CUSTOMER NO.	INVOICE DATE	INVOICE AMOUNT

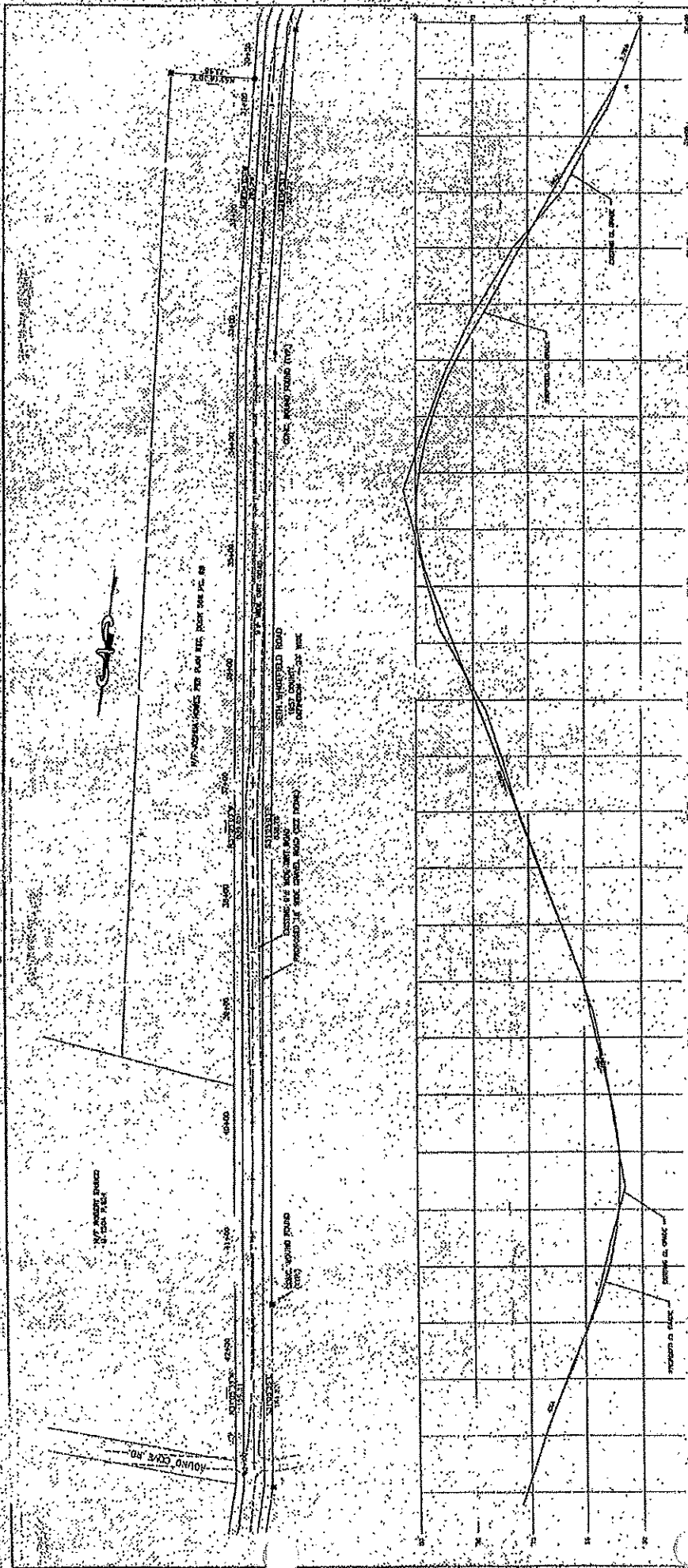


Unpaved Section of Round Cove Road

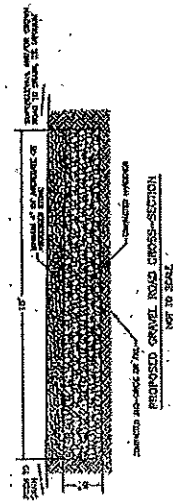
Widened - No T-base or Millings as required by License Agreement

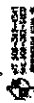
Widened and T-based per License Agreement

Exhibit A



ROAD PROFILE
 1" = 40' VERT.
 1" = 40' HORIZ.




C&E ENGINEERING, INC.
 1000 WASHINGTON AVENUE, SUITE 400
 WASHINGTON, DC 20004
 TEL: 202-331-1100
 FAX: 202-331-1101



PLAN AND PROFILE
 OF NORTHERLY PORTION OF
 SETH WHITEFIELD ROAD

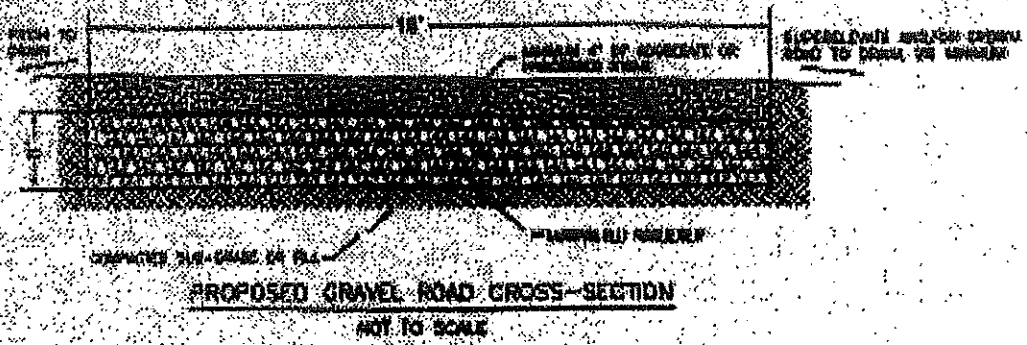
HARWICH, MA
 PREPARED FOR

ROBERT FRATUS, JR.

SEPTEMBER 12, 2008
 REVISED: APRIL 12, 2017 (LABELS)

44-111-17
 SHEET NO. 1 OF 1
 DANIEL A. GUNDA, P.E., P.L.L.C.

Exhibit B



Town of Harwich
732 Main Street
Harwich, MA 02645

**Engineering
Department**

Memo

To: James Merriam, Town Administrator
From: Paul Sweetser, Town Surveyor *(P.S.)*
CC: Nanette Balmer, Assistant Town Administrator
Joseph Borgesi, Town Engineer
Date: July 9, 2008
Re: Seth Whitefield Road (a.k.a. Hawksnest Road) and Round Cove Road

Road Status

Seth Whitefield Road was originally laid out by the County Commissioners and shows up on various plans. This road has reverted to being a Town Way as it was never discontinued or abandoned by the Town. Round Cove Road was taken as a Town Way in 1850 and appears in the Town records in the "New Book of Old Roads" on page 16.

As evidenced by the letter of permission from the Board of Selectmen in 1995, Mr. Fratus was permitted to widen the road under the supervision of the Highway Director and out of his own pocket.

If you have any questions or comments please do not hesitate to call.

The General Laws of Massachusetts



PART I. ADMINISTRATION OF THE GOVERNMENT

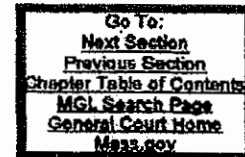
TITLE XIV. PUBLIC WAYS AND WORKS

CHAPTER 82. THE LAYING OUT, ALTERATION, RELOCATION AND DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC REPAIRS THEREON

PROCEDURE OF COUNTY COMMISSIONERS IN RESPECT TO HIGHWAYS

Chapter 82: Section 14. Failure by municipalities to construct highways laid out by commissioners

Section 14. If, after a highway has been laid out by the commissioners, a city or town whose duty it is to make such highway, or a part thereof, does not make and complete the same within the time and in the manner prescribed and to the acceptance of the commissioners, they may forthwith cause such highway to be completed as aforesaid, and shall direct the expenses and charges of completing the same to be paid by the county and shall order notice thereof to be given to each delinquent city or town, stating the proportion which it is to pay.



The General Laws of Massachusetts



PART I. ADMINISTRATION OF THE GOVERNMENT

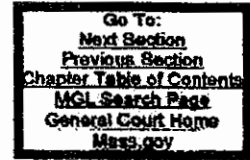
TITLE XIV. PUBLIC WAYS AND WORKS

CHAPTER 82. THE LAYING OUT, ALTERATION, RELOCATION AND DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC REPAIRS THEREON

PROCEDURE OF CITY AND TOWN OFFICERS IN RESPECT TO HIGHWAYS

Chapter 82: Section 17. Jurisdiction

Section 17. The city council of a city and the selectmen or road commissioners of a town may exercise original jurisdiction, concurrent with the county commissioners, of petitions for altering, relocating or making specific repairs upon a highway within the town limits, but except as to such parts thereof as, by such action, become unnecessary for public use, a city or town shall not discontinue any highway or diminish the width thereof, nor shall it assess upon the county any part of the expense of altering, relocating or repairing. The proceedings of cities and towns and their officers hereunder shall be the same as in the laying out of highways or town ways. Nothing in sections seventeen to nineteen, inclusive, shall diminish the powers over highways granted to a city by its charter.



Harwich

Road as

From New Book of Old Roads Pg 16

SPICY

The following includes a part of the Report of a Road laid out by the Selectmen on the Petition of Oliver Eldredge & others Commencing at the County road to the west of Oliver Eldredges Dwelling House at Stake & Stone set David Eldredges land thence over sd Eldredges land course E. 17 deg. North 12 rods to a stake set on sd D. Eldredges land thence on the same mans land E. 7° North 8 Rods to land of Oliver Eldredge at the corner of O. Eldredges Fence between two Oak trees, thence over O. Eldredges land E. 3° North 5 Rods to stake & stone set in sd Eldredges field to the south of O. Eldredges barn, thence over the same mans land E. 10° South 13 Rods to stake by the Pines, thence on the same mans land E. 7° North 18 Rods to Stake & Stone set by J. Crowell fence, thence over Jacob Crowells land E. 11° North 21 Rods to Stake & Stone set in the field, still on the same mans land the same course to stake 13 Rods to stake on the ditch on same mans land E. 20° North 21 Rods to the corner fence thence over same mans land E. 27° North 10 Rods to stake set in the Pines thence over same mans land E. 35° North 35 Rods to stake set by the fence of Jacob Crowell & Valentine Nickersons land to the North E. & near Stephen Crowells Dwelling House thence over land of Valentine Nic. E. 35° N. 34 Rods to a post marked or stake on V. Nickersons fence to the N.E. of sd Nickersons dwelling House & by the public road, thence crossing the public road & intersecting the piece of road that the town excepted in last November meeting - The road to be on the north & east side of the course or range, and the road to be twenty feet wide & wee recommend the clearing & making the Road to be the same as county roads are made and for the acceptance of the Selectmen, and we give the owners of the land where the road passes 3 weeks or twenty one days to take off their property from the time the road is excepted by the Town.

paid To David Eldredge	20 rods	\$1.25	
paid Oliver Eldredge	36 rods $\frac{1}{2}$ allowed	54.00	\$27.
paid Jacob Crowell	100 rods	218.60	
paid Valentine Nickerson	34 rods	57.38	
		<u>\$331.23</u>	

Accepted by the Town in Feb. 5, 1850.

Jacob Crowell Selectmen of
 Isaiah Doane Harwich

Round Cove = Town Way

Robert D. Fratus, Jr. and Elizabeth Dubuque

74 Hawks Nest Road
Harwich MA 02645

Bob's cell 508-958-1424 Liz's Cell 508-680-6723 Fax (508) 430-8265
bob.fratus@verizon.net e.dubuque@outlook.com

April 11, 2019

Dear members of the Board of Selectmen,

In preparation for the upcoming meeting regarding Hawksnest Road and Round Cove Road, I am submitting the following.

I feel like I have been treated poorly by certain employees, board and committee members of the Town and this is not the first time.

1999

I bought land in Harwich back in 1999. The Tax Collector auctioned the land and advertised it as "Low Value Land". I did my research and found the land to be buildable and the Town's Building Commissioner agreed.

Shortly after the auction, I offered to trade this land for two lots where Stonewood Products is now located. I was turned down. The land I bought turned out to be 6 buildable lots. I was willing to trade that land for two lots and also include several other lots. The Town took the Stonewood land for back taxes so it basically cost the Town nothing.

After I purchased the land, I was denied building permits and had to take the decision to the Board of Appeals. The Board of Appeals said all the lots I purchased were buildable. After that, I was sued by a Town employee with help from the Town's attorney at the time, James Falla. Supposedly, this person was acting on her own. After several years and several thousand dollars in court costs, I won.

So, my first dispute with the Town cost me well over \$5,000 in legal bills.

I truly feel that due to all the controversy, I was treated very poorly after that.

2010

The next issue I had with Harwich has to do with the almost 40 acres of pond front land I sold to the Town (and the Town of Chatham) off of Haskell Lane in East Harwich. I was the one who negotiated the deal with Chatham. Since the land bordered Chatham and I had been working with them on test wells, it occurred to me that they might have an interest in it. I went to their Open Space Committee and with no involvement by anyone from Harwich, they voted to put in

\$1 Million towards land **that is totally in Harwich.** This land borders Chatham and has a lot of frontage on Mill Pond.

Then, I approached Harwich with a commitment from Chatham's Open Space Committee of \$1 Million. I asked Harwich to put in \$1 Million with the stipulation that any appraisal over the total of \$2 Million would be considered a donation to the Town and I was to get a letter stating that **and** a copy of the appraisal for tax purposes. I finally got the letter but it took Selectman Larry Ballentine to meet with me and the Town Administrator, James Merriam to demand Merriam write the letter. However, the appraisal I received from the Town of Harwich was too old and did not cover all of the land sold to the Town. It was short by 7-8 acres. I had to pay for my own appraisal, out of my own pocket, for \$3,000. On top of all of this, I got not one "thank you". Adding insult to injury, there was a big sign installed on Haskell Lane listing a whole bunch of people who got credit for the purchase and I wasn't even mentioned.

To recap, the land was appraised at \$2.6 Million, I donated \$600,000 worth of land and got Chatham to commit \$1 Million. Saving the town \$1.6 Million dollars. Shortly after that, the Town paid \$4 Million for almost the same acreage...Muddy Creak. The land the Town purchased from me is also water front onto a pond (Mill Pond). So, if you look at it that way, I saved the Town between \$1.6 and \$3 Million dollars.

2004-2014

I feel, because of Belmont Gardens, certain employees in the Assessor's department ignored requests to review and rectify a tax situation that arose from land I own on Hawksnest Road. The land was assessed incorrectly. It was a 3-acre lot that was actually more than one lot. I owned 2/3 and the Town owned 1/3. In 2004, I went in to the Tax collector to pay the back taxes owed but they would not take my payment as it was not assessed correctly. That same year, I met with Michael Ford (The Town attorney at the time) along with my attorney at the request of the Town's Assessor. I gave him all of my documentation proving it was more than one lot. He verbally agreed that the land should be apportioned 2/3 to me and 1/3 to the Town.

Throughout 2004, my attorney wrote 4 more letters and I called at least 10 times to get this accomplished. Our requests went ignored.

Almost 10 years later, in 2013, the land was finally apportioned as I had originally requested. However, the Town reneged on the 1/3, 2/3 verbal agreement of apportionment of the taxes. I had to pay all of the taxes and all of interest. If it had been apportioned back in 2004, I would have had to pay \$3,600 in total back taxes. Instead, I had to pay \$41,000. The amount I should have had to pay was \$20,000 in taxes from 2003-2013. So, it cost me \$21,000 in penalties and interest.

To make this even more painful, the Town would make you prove you had ownership before you could pay the taxes, which is illegal. The only way I could have enforced that would have been to sue the Town which would have cost me thousands. All I should have had to do was prove that the lot was actually more than one lot, but to try and be helpful, I gave the Town thousands of dollars in research on the Town's portion of the land. I thought it would help expedite and make them more cooperative but all it did was cost me a lot of money and aggravation. I

Part I ADMINISTRATION OF THE GOVERNMENT

Title XIV PUBLIC WAYS AND WORKS

Chapter 84 REPAIR OF WAYS AND BRIDGES

Section 1 REPAIR OF HIGHWAYS AND TOWN WAYS AT EXPENSE OF TOWNS

Section 1. Highways and town ways, including railroad crossings at grade with such highways and town ways, shall be kept in repair at the expense of the town in which they are situated, so that they may be reasonably safe and convenient for travelers, with their horses, teams, vehicles and carriages at all seasons. A city or town shall submit a letter of request for such repair and for approval by the state department of highways. Upon receipt of such approval, the city or town shall be reimbursed by the commonwealth from monies which may be appropriated therefor by the commonwealth and the federal government to defray expenses of such repairs for safety programming. Such reimbursement will not create liability, of any kind, either civil or criminal on the part of the commonwealth or the federal government.

Part I ADMINISTRATION OF THE GOVERNMENT

Title XIV PUBLIC WAYS AND WORKS

Chapter 82 THE LAYING OUT, ALTERATION, RELOCATION AND
DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC
REPAIRS THEREON

Section 14 FAILURE BY MUNICIPALITIES TO CONSTRUCT
HIGHWAYS LAID OUT BY COMMISSIONERS

Section 14. If, after a highway has been laid out by the commissioners, a city or town whose duty it is to make such highway, or a part thereof, does not make and complete the same within the time and in the manner prescribed and to the acceptance of the commissioners, they may forthwith cause such highway to be completed as aforesaid, and shall direct the expenses and charges of completing the same to be paid by the county and shall order notice thereof to be given to each delinquent city or town, stating the proportion which it is to pay.

Part I ADMINISTRATION OF THE GOVERNMENT**Title XIV** PUBLIC WAYS AND WORKS**Chapter 82** THE LAYING OUT, ALTERATION, RELOCATION AND
DISCONTINUANCE OF PUBLIC WAYS, AND SPECIFIC
REPAIRS THEREON**Section 17** JURISDICTION

Section 17. The city council of a city and the selectmen or road commissioners of a town may exercise original jurisdiction, concurrent with the county commissioners, of petitions for altering, relocating or making specific repairs upon a highway within the town limits, but except as to such parts thereof as, by such action, become unnecessary for public use, a city or town shall not discontinue any highway or diminish the width thereof, nor shall it assess upon the county any part of the expense of altering, relocating or repairing. The proceedings of cities and towns and their officers hereunder shall be the same as in the laying out of highways or town ways. Nothing in sections seventeen to nineteen, inclusive, shall diminish the powers over highways granted to a city by its charter.

Town of Harwich, MA
Sunday, March 31, 2019

Chapter 255. Streets and Sidewalks

[HISTORY: Adopted by the Special Town Meeting of the Town of Harwich 5-5-2009 by Art. 1. Amendments noted where applicable.]

GENERAL REFERENCES

Visibility at intersections — See Ch. 95.

Parking — See Ch. 208.

§ 255-1. Obstructions and excavations.

No person shall obstruct or excavate any public or private way (excepting private driveways) without first obtaining a license therefor. The Director of Highways and Maintenance or other official having charge of the streets and highways of the Town may, upon written application therefor, grant licenses in writing for the obstruction or excavation of any street or highway or for such excavation as may be required for the purpose of erecting, repairing, altering or removing any building or structure, for the laying of drains, gas pipes, or electric conduits or for any purpose which to him seems reasonable and proper, and such official in charge of the streets and highways shall require any person, firm or corporation acting under such license to make repair of any damage that may be done to any part of the highway resulting therefrom, and such repair shall be at the expense of the licensee, except that the Water Department of the Town of Harwich shall not be required to obtain such license or make such repair in connection with the installation of water services from its mains or in connection with emergency repairs. The official having charge of the streets and highways shall require every licensee under this section to execute such indemnity bond and with sureties and in such sum which to him may seem reasonable and proper, and all such bonds shall be approved as to form by Town Counsel prior to execution.

§ 255-2. Width of Town ways.

No road of less than forty-foot width shall be accepted by the Town as a Town way unless a road of lesser width is recommended by a majority vote of the Planning Board in writing to the Board of Selectmen.

§ 255-3. Construction of Town ways.

No road shall be accepted by the Town as a Town way until it has been cleared to a width of at least 20 feet, leveled and hardened with a suitable material to a depth of six inches, all to the satisfaction of both the Director of Highways and Maintenance and the Board of Selectmen.

§ 255-4. Improvements to private ways.

- A. In the event that a group of property owners who own property on a private road which has been open for public use for at least five years wish the Town of Harwich to finance the repair of their private way, they shall engage an engineer experienced in road construction and repair who shall survey the road in question to develop a plan for the repair of that private road which shall take into

Policy on Waivers for Ways and Minor Streets
November 5, 2009

This policy is based on input from Fire, Police, Highway and Engineering Departments. It shall apply when the Planning Board considers waiver requests for a residential subdivision plan, designed to be in keeping with the rural character of the surrounding area, as specified in Section 5.E of the Harwich Rules and Regulations Governing Subdivisions.

Whenever a dead-end street or way with a cul de sac is proposed, regardless of the length of the street or way or the number of homes served, a circular turn-around shall be required. The turn-around shall be designed in accordance with Appendix 3, Figure 1 of the Harwich Rules and Regulations Governing Subdivisions. For a way or minor street, an unpaved area with a 25 foot radius may occupy the center of the circular turn-around, leaving a 20 foot wide travel lane around the unpaved area.

Normal standards for a way or minor street are found in Appendix 3, Figure 3 of the Harwich Rules and Regulations Governing Subdivisions. The Planning Board, at its discretion, may permit waivers for a new way or minor street to allow construction based on minimum standards for a "passable" road. The minimum standard for determining that a road is passable is a cleared width of 16 feet and a cleared height of 16 feet. Within that cleared width, the surfaced area shall be at least 12 feet for an existing road and 14 feet for a new way or minor street. Generally, it is recommended that such waiver be approved only if the new way or minor street will serve no more than 2 homes and if the length of the new way or minor street is not excessive.

The Highway Department reserves the right to deny snow and ice removal services if a way or minor street is not maintained to its current Private Roads Standard for Snow and Ice and will also not accept responsibility for any damages that may occur during this process.

shouldn't have had to pay any legal bills or give them title work to pay taxes or even prove that I owned the land.

In 2003, I even put two plans on file showing 1/3 of this lot and it was never changed on the tax rolls. The amount never changed for what the land was assessed for even though the lot was reduced by one third of its area. I believe this is the only time that has occurred in Harwich history.

Hawksnest Road

- I recently gave Chris Clark, the Town Administrator, a significant amount of research for the Judah Eldredge lot. I probably spent over \$20,000 on that research. It is seven different chains of title that make up that lot. I gave this to assist in lowering the expenses for the Town to acquire the Judah Eldredge lot for conservation.
- In the past, I offered all of the land that I have acquired along Hawksnest Road to the Town for \$1 Million. No one got back to me.
- I also offered a piece of 8+ acre land on Route 39 that abuts Town land for \$600,000. Again, no one got back to me.

There should, at least, be a form letter that the Real Estate and Open Space committee sends out that gives an answer, opinion, status or if they need more time to consider it.

I want you to realize that every large piece of land that I own, I have offered to the Town first. If the Town chooses to not buy it, I feel I should not be treated the way I am being treated, if I choose to develop it.

I never wanted to widen any portion of Hawksnest Road. I was forced into it. Even the last section. I was told no building permits would be issued. The Planning Board would not allow me to go through planning without it being widened first.

In 1996, when the first section was widened, all I had to do was cut down the trees and widen the road with a bull dozer. No Planning Board meetings, no plans, no surveying, no engineering and no TBase. The Town applied the TBase. Again, no meetings and the only expense was the bull dozer and tree cutting.

The second section, I had to survey the entire road, draw plans, have the plans reviewed by an engineer, stake the entire road, many meetings before I could even start.

The third and final section, I was forced into doing a licensing agreement plus all the above work, plans, engineers, surveyors, meetings and a large amount of legal costs. Each time it got far more expensive and difficult to improve a Town Road.

In retrospect, I feel I should not have had to do any of this work. Hawksnest Road, is a County Way according to Assessor's street list and Barnstable Registry of Deeds. The plan was put on file at the Registry of Deeds in 1952. I have given a copy of this plan to Chris Clark.

According to MGL, Part 1, Title XIV, Chapter 84, Section 14, it was supposed to be built. Perhaps it was. I wasn't here in 1952.

According to MGL, Part 1, Title XIV, Chapter 84, Section 1, the Town is supposed to maintain the road so that it is reasonably safe and convenient for travelers, etc. Clearly this has not been done. Section 15 of that law states that the Town is liable for injury or damage to property if the road is not maintained. Section 17 states that a Town "shall not discontinue any highway or diminish the width thereof..." Which it basically did.

The Town's own code, Chapter 255, Section 3 says Town roads must be cleared to a width of at least 20 feet, leveled and hardened with a suitable material to a depth of six inches...

The Town's Policy for Minor Roads and Streets dated November 5th, 2009 states the Planning Board may grant a waiver to the Town and allow a absolute minimum for a "passable road" to be cleared 16 feet wide and 16 high with 12 feet of gravel.

Copies of these laws and regulations are attached.

In conclusion, I would like to ask the Board to vote on two questions before public comment. I also don't believe it is necessary for the Town to have public comment and abutter notices for the Town to obey the law.

- 1. Does the Town believe it has to maintain Town roads?**
- 2. Does the Town believe it has to maintain Town roads to the absolute minimum of 16' wide, 16' high with 12' width of gravel as policy based on input from the Fire, Police, Highway and Engineering Departments?**

If you vote yes on the above, I would like to see Hawksnest Road and Round Cove Road widened and maintained to the Town's minimum standard.

I drove down Bells Neck Road, a gravel Town road, and it at least 15' wide with at least 6" of TBase. Hawksnest Road is extremely similar. It leads to a State Park with a popular swimming pond with miles of trails. I am curious how much public comment was entertained when Bell's Neck Road was widened and graveled.

Thank you,

Robert D. Fratus

School jobs, new firefighters subject to override approval

By Merrily Lunsford

Residents will most likely be asked to approve several articles as debt or capital exclusions at the ballot box including the four new firefighting positions approved at special town meeting in January.

On Monday night, selectmen agreed to put the four fire department positions on the ballot for a Proposition 2 1/2 override vote.

Fire Chief Robert Peterson argued against the override, saying that the new people have already been hired and are in training. He said it would not be appropriate to now say two more votes

are needed, once at town meeting and then at the ballot box, to approve funding.

In January, town meeting approved \$136,298 for the four new positions. Voters were sold on the idea that the new personnel would ease overtime pressure on existing staff and ensure that at least two firefighters answer every call for assistance.

During negotiations, Peterson said the question about an override was never discussed before.

But board of selectmen Chairman Dana DeCosta noted the finance committee has recommended for some time that the new positions be subject to an

override. Finance committee member Leo Cakounes said he felt the positions should have gone out to override in January.

On Monday, selectmen approved \$337,094 in an article which provides funding for the four firefighters, \$50,000 for a proposed youth counselor and \$45,000 for a highway employee.

Selectmen also decided to reinstate some \$208,000 in the school's bottom line budget for several new/restored positions. However, the funding would be subject to a Proposition 2 1/2 override.

Superintendent Joseph Gilbert declined to comment on the latest board

action saying he had not received any official word.

He did say, "I expect the school committee will have a lot to say on it Wednesday night (when they meet)."

Selectman Cyd Zeigler said it was "clear" that the board of selectmen would support an override for the schools.

Hughes noted that many departments came in with position requests but were turned down.

"We said no because the money wasn't there," he said.

OVERRIDE APPROVAL
continued on page 2

Melville says town-auctioned property is unbuildable

Building officials continue to wait for legal opinion on whether an undersized parcel acquired at town auction still holds grandfathering rights and can be developed.

Robert Fratus is hoping to develop the North Harwich land which has been deemed undevelopable by the building inspector. Fratus, who is seeking a building permit, feels grandfathering rights apply and should be able to develop the land.

Town officials think otherwise and are seeking legal opinion from town counsel.

Building Commissioner Paul Corcoran said yesterday he expects to have something from town counsel before the matter heads to the zoning board of appeals March 29.

The board of appeals must decide whether grandfather rights apply which could allow Fratus to build on what is otherwise an undersized lot of some 8,000-square-feet. Under current zoning, minimum requirements are 40,000 square feet.

Town officials feel these lots do not have grandfathering rights because the town's ownership disrupted the continuity of ownership. The parcel also was not adjacent to any town-owned land.

The town may have inserted itself into the chain of title when it foreclosed on the property, Town Administrator Wayne Melville explained.

"If the town owned this, he can't build on this pure and simple," Melville said.

Last year, the town auctioned off parcels of land

deemed "low value," including several in the Belmont Gardens area in North Harwich. Owners of the parcels were either unknown or had accumulated delinquent taxes on the land over a period of time.

Melville said it was made clear at the auction that these lots could not be developed.

"Logic dictates this lot shouldn't be built on," Melville said. "I think this lot is not buildable and not deserving of a building permit."

"Should the town exhaust all measures before granting relief, absolutely," he said. "I think the burden of proof should be on the applicant."

M.L.

Howell said he believes in a government of "possibilities" and focused on keeping the tax rate low, protecting drinking water, providing affordable housing and keeping the schools vibrant learning institutions. He cited his involvement in shaping the local comprehensive plan, calling it a good document to live by.

Golf was a major focus of the evening with candidates being asked how they feel about expansion of the municipal course facilities and the purchase of land for

the funding in the state. Impacts on town finances, should they money come from available funds.

Howell said if funds generated from growth are the answer to the town's prayers, this problem would not exist today. Supporting the override, he said, the budget needs to be expanded to provide services. But this is not just about numbers, it's about people and

(Continued on Page 16)

making decisions for a straight line of building frontage and commission staff recommended setting the second building back on the property. Leven also said discussion focused on traffic mitigation issues.

"I can't say everybody is on the same page with traffic proposals," Leven said.

Traffic mitigation is expected to remain an issue, especially with plans filed by Greenwood Develop-

(Continued on Page 25)

Neighbors Go To Court Over Appeals Board's Decision On Fratus Land

by William F. Galvin

HARWICH — From the time town officials placed land of low value in Belmont Gardens in North Harwich out to public auction last August, there has been controversy over whether the small parcels could be combined and deemed buildable. The final decision will now rest with the courts.

Town accountant Margaret Gallagher, acting as a private citizen, and her husband, David, have filed suit in Barnstable Superior Court challenging a decision by the Board of Appeals, relative to property owned by Robert D. Fratus, which overturned a ruling by Building Commissioner Paul Corcoran, that the combining of eight lots into a 20,600-square-foot parcel constituted a developable lot.

Fratus purchased those parcels and several others in the Belmont Gardens section of North Harwich in a land-of-low-value auction conducted in August by town Treasurer Dorothy Parkhurst. Both Parkhurst and Town Administrator Wayne Melville were of the opinion the lots did not have the grandfather rights to be combined and made into a buildable lot. That is why the land was classified as land of low value.

The town held the auction as an expeditious way of taking the parcels, the subject of delinquent taxes, and averting the longer and more costly tax title process for acquiring ownership. The auction had been considered a formality with no one expected to place bids on the various packages of land.

Fratus purchased several parcels and combined eight

such pieces, each in the 2,500-square-foot range, and sought a building permit from the building commissioner, claiming the lots had grandfather protection and met both state statute and local zoning regulations for development under non-conforming status.

Corcoran disagreed and rejected a building permit for the lot, which has frontage along Depot Street. Fratus appealed the decision to the appeals board and he and his attorney, J. Alexander Watt of Barnstable, argued that grandfather rights had been retained and the lot could be built upon.

The appeals board continued the hearing for a month to provide time for the town's legal counsel, Kopelman & Paige, P.C. of Boston, to render an opinion. The opinion was faxed to Town Hall late on the afternoon of March 29 but members of the appeals board had not seen it when they met on that evening to deliberate on Fratus' request. Absent the opinion, members of the appeals board voted unanimously to overturn the building commissioner's decision.

The opinion sent by legal counsel stated more information was needed to determine whether grandfather rights exist and in its absence, because it is up to the applicant to provide the information, the board should support the building commissioner's decision. Selectmen sought to have the appeals board meet to reconsider its position based on legal counsel's position. But the board held firm to its original opinion.

The Gallaghers, who live across Depot Street from the Fratus property, have hired former town counsel

James Falla to represent them in the matter. The issue, stated Falla in his complaint, is whether the lot is buildable by virtue of the protection afforded non-standard lots by state and local regulations.

An important component to determining whether grandfather rights remain centers around whether the town owned adjacent and can prove the chain of title was interrupted as part of the sale process.

Falla stated in his complaint the town held title to the adjacent parcels. He also said many of the lots were created in the early 1900s, prior to the adoption of zoning by the town. "At no time since the enactment of zoning in Harwich have any of the lots owned by Fratus complied with applicable provisions of the zoning by-law," states the complaint.

The former town counsel stated the building commissioner denied the permit application on the basis the lots in question did not comply with the zoning bylaw in effect at the time the application was filed and the lot did not enjoy an exemption under either the state or local zoning provisions.

The appeals board's decision to overturn Corcoran was "erroneous as a matter of law" stated the complaint, and "accordingly, the decision exceeded the board's authority."

"I'm pleased," Town Administrator Wayne Melville said of the appeal. "I absolutely think it should have its day in court. It's an unusual circumstance. It's not a criticism of the appeals board, but let's let somebody in a black robe decide it."

The Cape Cod Chronicle May 4, 2000 Page 5

Handwritten notes:
Cape Cod Chronicle
5/11/00 - 4 - 10:30 AM

Cape Cod Chronicle

11/18/99

Tax Title Land Auction May Come Back To Haunt Town

by William F. Galvin

HARWICH — When town officials agreed last summer to use a land auction of properties of "low value" as a means of taking title to property of owners unknown and to put some parcels in private hands and back on the tax rolls, it seemed like a good idea.

In all, the town placed about 13 acres of land, mostly small parcels, out to auction and while there were only a few bidders it raised \$28,400 from two participants. Their interests focussed on blocks of small parcels in the Belmont Gardens in North Harwich. One bidder, Mark Coleman, owned abutting property there and added 1.25 acres to that land for \$5,800.

A second bidder, Robert Fratus, was successful in obtaining several blocks of parcels, none of which in the eyes of many town officials at that time could

be considered buildable.

The Belmont Gardens were subdivided by Metropolitan Realty Company in 1916, the lots were about 2,500 square feet in size, according to Building Commissioner Paul Corcoran. A single lot did not meet the minimum size requirement for development under state law or local zoning.

In 1917, Hellen Hjerstedt of Sweden purchased four lots and over the years the taxes were paid sporadically on those parcels. Those are the only lots owned by an individual at this time. The town owned about 50 percent of the lots there at the time of the auction.

Many of the owners stopped paying tax bills over the years and the town took possession. They also saw the opportunity to acquire more parcels through this auction process, instead of going through the more complicated

tax title process. The town used a section of the law relating to property of "low value" to conduct the auction.

Now the town has received an inquiry from Fratus' attorney, J. Alexander Watt of Barnstable, explaining his client has a purchase and sales agreement on the Hjerstedt parcel and is requesting a ruling from the building commissioner on whether that lot has grandfathered rights and can be built upon.

"Nobody asked us up here (the Building Department is on the second floor of Town Hall) if they were buildable," Corcoran said on Monday. "I'd have said some are."

Corcoran has not issued a ruling to the attorney at this point, and instead seeking the advice of town counsel Barbara Saint Andre. The question is not as much whether the Hjerstedt lots or any of the ones Fratus has purchased are buildable because of grandfathering rights, explained Corcoran; in his opinion there is a good possibility that some

are because they meet the minimum requirements for grandfathered lot size.

The town has to look at issues of contiguous ownership as spelled out in Chapter 40, Section 6 of the general laws. If the town owned those lots, as might be assumed if they are in a position to auction that land, then the town would have been required to combine those lots under the statute in an effort to meet the present zoning. If those lots were held in contiguous ownership by the town the grandfathering would not extend to the next owner.

The other issue, according to the building commissioner, is whether the town has the right to auction off the land, if in fact it did not own the lots at any given point in the process. Corcoran also said if those lots do have grandfathered status and are buildable, then there becomes a question of whether the auction was wrongly advertised as lots of "low value." He said the town would likely take those lots back and pay short money for the inconvenience.

"Nobody asked us up here (the Building Department is on the second floor of Town Hall) if they were buildable," Corcoran said on Monday. "I'd have said some are."

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 508-945-6032 or 1-800-831-3356

LEGAL NOTICES

**Intersection Improvements
LEGAL NOTICE
TOWN OF HARWICH
INVITATION FOR BIDS
LONG POND ROAD/ROUTE 137 AND
HARWICH ROAD/ROUTE 39
INTERSECTION IMPROVEMENTS**

Sealed bids for Intersection Improvements at Route 137 and Route 39 for the Town of Harwich, Massachusetts will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until 10:00 A.M. prevailing time on Tuesday, July 22, 1999 at which time and place said bids will be publicly opened and read aloud.

The scope of the work includes all labor and materials for the reconstruction of a traffic signal system, minor roadway widening, construction of cement concrete sidewalk and wheelchair ramps and restriping.

Bid security in the form of a bid bond, certified check, treasurer's or cashier's check, payable to the Town of Harwich, is required in a dollar amount of five percent (5%) of the bid amount.

The instructions to Bidders, Form of General Bid, Contract, Plans, Specifications, Performance and Payment Bond and other Contract Documents may be examined, obtained or mailed from the Harwich Town Administrator's Office located at 732 Main Street, Harwich, MA 02645 from 8:30 A.M. to 4:00 P.M., Monday through Friday. To request mailing call (508)430-7513. There will be a nonrefundable fee of \$5.00 for procurement of the bid documents.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended. Wage rates are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 70 inclusive.

The Successful Bidder must furnish a 100% Performance Bond and 100% Payment Bond with a surety company acceptable to the Owner. Complete instructions for filling bids are included in the instruction to Bidders.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days following the opening and reading of bids.

AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst
Treasurer of the Town of Harwich

AD #899471

Book 12345, Page 146

**LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
HARWICH
OFFICE OF THE TREASURER
NOTICE OF SALE - LAND OF LOW VALUE**

NOTICE IS HEREBY GIVEN THAT on August 4, 1999, at 9:00 A.M., at HARWICH TOWN HALL, pursuant to the provisions of General Laws, Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an affidavit of a finding by the Commissioner of Revenue, with Barnstable Registry of Deeds, Book 12345, Page 146. I SHALL OFFER FOR SALE AT PUBLIC AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst,
Treasurer of the Town of Harwich

Ad#899253
Harwich Oracle, 7/14/99

Book 12345, Page 145

**LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
HARWICH
OFFICE OF THE TREASURER
NOTICE OF SALE - LAND OF LOW VALUE**

NOTICE IS HEREBY GIVEN THAT on August 4, 1999, at 9:00 A.M., at HARWICH TOWN HALL, pursuant to the provisions of General Laws, Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an affidavit of a finding by the Commissioner of Revenue, with Barnstable Registry of Deeds, Book 12345, Page 145. I SHALL OFFER FOR

Revenue, with Barnstable Registry of Deeds, Book 12345, Page 151. I SHALL OFFER FOR SALE AT PUBLIC AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst,
Treasurer of the Town of Harwich

Ad#899255
Harwich Oracle, 7/14/99

Book 12345, Page 150

**LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
HARWICH
OFFICE OF THE TREASURER
NOTICE OF SALE - LAND OF LOW VALUE
JULY 14, 1999**

NOTICE IS HEREBY GIVEN THAT on August 4, 1999, at 9:00 A.M., at HARWICH TOWN HALL, pursuant to the provisions of General Laws, Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an affidavit of a finding by the Commissioner of Revenue, with Barnstable Registry of Deeds, Book 12345, Page 150. I SHALL OFFER FOR SALE AT PUBLIC AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst,
Treasurer of the Town of Harwich

Ad#899256
Harwich Oracle, 7/14/99

Book 12345, Page 155

**LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
HARWICH
OFFICE OF THE TREASURER
NOTICE OF SALE - LAND OF LOW VALUE
JULY 14, 1999**

NOTICE IS HEREBY GIVEN THAT on August 4, 1999, at 9:00 A.M., at HARWICH TOWN HALL, pursuant to the provisions of General Laws, Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an

Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an affidavit of a finding by the Commissioner of Revenue, with Barnstable Registry of Deeds, Book 12345, Page 148. I SHALL OFFER FOR SALE AT PUBLIC AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst,
Treasurer of the Town of Harwich

Ad#899258
Harwich Oracle, 7/14/99

Book 12345, Page 149

**LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
HARWICH
OFFICE OF THE TREASURER
NOTICE OF SALE - LAND OF LOW VALUE
JULY 14, 1999**

NOTICE IS HEREBY GIVEN THAT on August 4, 1999, at 9:00 A.M., at HARWICH TOWN HALL, pursuant to the provisions of General Laws, Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an affidavit of a finding by the Commissioner of Revenue, with Barnstable Registry of Deeds, Book 12345, Page 149. I SHALL OFFER FOR SALE AT PUBLIC AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst,
Treasurer of the Town of Harwich

Ad#899253
Harwich Oracle, 7/14/99

Book 12345, Page 154

**LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
HARWICH
OFFICE OF THE TREASURER
NOTICE OF SALE - LAND OF LOW VALUE
JULY 14, 1999**

NOTICE IS HEREBY GIVEN THAT on August 4,

**NOTICE OF SALE - LAND OF LOW VALUE
JULY 14, 1999**

NOTICE IS HEREBY GIVEN THAT on August 4, 1999, at 9:00 A.M., at HARWICH TOWN HALL, pursuant to the provisions of General Laws, Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an affidavit of a finding by the Commissioner of Revenue, with Barnstable Registry of Deeds, Book 12345, Page 152. I SHALL OFFER FOR SALE AT PUBLIC AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst,
Treasurer of the Town of Harwich

Ad#899301
Harwich Oracle, 7/14/99

Book 12345, Page 153

**LEGAL NOTICE
THE COMMONWEALTH OF MASSACHUSETTS
HARWICH
OFFICE OF THE TREASURER
NOTICE OF SALE - LAND OF LOW VALUE
JULY 14, 1999**

NOTICE IS HEREBY GIVEN THAT on August 4, 1999, at 9:00 A.M., at HARWICH TOWN HALL, pursuant to the provisions of General Laws, Chapter 60, Section 79 to 80B, inclusive, and by virtue of the recording on June 17, 1999, of an affidavit of a finding by the Commissioner of Revenue, with Barnstable Registry of Deeds, Book 12345, Page 153. I SHALL OFFER FOR SALE AT PUBLIC AUCTION, severally or together, certain parcels of land of low value listed in said affidavit, said parcels having been taken or purchased by the Town of Harwich for non-payment of the taxes due thereon.

Dorothy Parkhurst,
Treasurer of the Town of Harwich

Ad#899302
Harwich Oracle, 7/14/99

Book 12345, Page 156

LEGAL NOTICE

Dear Mr. Fratus,

Regarding the auction held by the Town of Hawaii where we both bought land taken by the town for back taxes. To the best of my knowledge it was well clear by the Tax collector that this land was of "Low Value". The issue of any of this land being buildable was not brought up by anyone present.

Truly yours
Mark J. [Signature]



HARWICH FIRE DEPARTMENT

ROBERT A. PETERSON, CHIEF
WILFRED REMILLARD, DEPUTY CHIEF

May 9, 2000

To: Robert Fratus
74 Hawksnest Road
East Harwich, MA 02645


Re: 760 Depot Street
North Harwich

Dear Mr. Fratus,

At the request of the Building Commissioner, last August or September, Mr. Fratus came to the Fire Department to check on adequate access to Lots 36 - 43, also known as 760 Depot Street.

Access would be by Cross Street as noted on Map # 78 in the Assessors Book. This street intersects with Belmont Avenue. Both streets exceed sixteen feet needed for adequate access. Also, at time of development, both street names would have to addressed regarding "9-1-1" regulations.

Sincerely,


Robert A. Peterson, Chief
Harwich Fire Department

RAP:sfh

T O W N O F



H A R W I C H

Harwich, Massachusetts

02645

October 6, 1999

Robert Fratus
74 Hawksnest Road
Harwich, MA 02645

RE: Land Swap Proposal

Dear Mr. Fratus:

On Thursday, September 30, 1999, the Real Estate and Open Space Committee discussed your proposal to swap several parcels you recently acquired in the Belmont Gardens area off Depot Street in North Harwich for several Town-owned parcels in the same area.

After consulting with the Assessor's Office about this matter, we are unsure of the title of the subject property as well as the buildability of any new lots that would be created. Therefore, it was a unanimous vote of the Committee to decline your offer.

If you should have any questions, please do not hesitate to contact us. Thank you for your time and interest in meeting with the Committee.

Sincerely,

D. Isabel Smith
Chair, Real Estate and Open Space Committee

cc: Andrew Buckley
Peter Hughes, BOS Liaison

DENNIS

N/A
NORTHMAN &
JOTHAM NICKERSON
69/396

K 11
6.45

N/A JOHN MATHIAS
MAN-2/76

JOHN ANN CURR
1407/1152

K 13
1.22

JOHN ANN CURR
1407/1152

K 14
1.22

JOHN ANN CURR
1407/1152

K 15
1.22

JOHN ANN CURR
1407/1152

K 16
1.82

WILSON BLOOM
1254/1152

K 17
1.81

JOHN ANN CURR
1407/1152

K 18
1.45

JOHN ANN CURR
1407/1152

K 19
1.12

HOWARD C. CAHOON
814/1152

K 20
1.02

11-7/10
BOT. B. CLK

S1-1
3.41

S1-2
1.945

LC 392456
1.23
S3-4

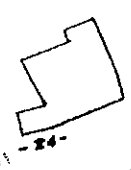
S1-1
.75

S1-2
.89

S1-3
.89

S1-4
.89

-18-



GREAT WESTERN ROAD

S4-1 .55

S4-2 .56

S4-3 .56

S4-4 .56

S4-5-21
.50

S2-1
1.59

S2-2
1.43

S4-6
1.31 in Handish
.18 in Dennis

S2-3
1.45

S2-3A
2.49 (Handish)
.17 (Dennis)

S2-4
1.50

T1-1
1.37

T1-2
1.30

CRANBERRY BOG

STREET

DEPOT

WATER RESOURCE PROTECTION DISTRICT

9" = 4000'

LENE FIELD CHECKER DECEMBER 1982

975,000

J. ALEXANDER WATT

Attorney at Law

P.O. Box 881
3267 Main Street
Barnstable, MA 02630

Telephone (508) 362-1900
Fax (508) 362-7912
Email: law.jaw@verizon.net

January 6, 2004

Mr. David Scannell
Tax Assessor
Town of Harwich
732 Main Street
Harwich, MA 02645

Re: Map 95, Parcel B17

Dear Mr. Scannell:

I represent Robert D. Fratus, Jr., who is the owner of a portion of the above-referenced property. Mr. Fratus has had his property surveyed and has had a plan recorded at the Barnstable Registry of Deeds in Plan Book 587, Page 90. I enclose a reduced copy of the plan for your reference.

Lot B17 is currently assessed to owners unknown and has approximately \$5,500.00 owed in back taxes.

It is my request pursuant to G.L. c. 59, §78A that the assessors apportion Lot B17 and provide a separate assessment for the portion owned by Mr. Fratus.

Please let me know if you require any further information.

Sincerely,

J. Alexander Watt

JAW/kjh
enc.

J. ALEXANDER WATT

Attorney at Law

P.O. Box 881
3267 Main Street
Barnstable, MA 02630

Telephone (508) 362-1900
Fax (508) 362-7912
Email: law.jaw@verizon.net

January 6, 2004

Mr. David Scannell
Tax Assessor
Town of Harwich
732 Main Street
Harwich, MA 02645

Re: Map 95, Parcel B16

Dear Mr. Scannell:

I represent Mr. Robert D. Fratus, Jr., who owns the above-referenced property by deed recorded at Book 17028, Page 30, a copy of which is enclosed herewith.

The parcel is currently assessed to one Louise D. Caruso with a deed reference of Book 5828, Page 081 (copy enclosed). The above-referenced parcel is not described in this deed; furthermore, my research reveals that the parcels referenced in said deed were conveyed to Paul Cuddy, Trustee by deed dated September 24, 2002 recorded at Book 15637, Page 168 (copy enclosed).

It is my opinion that Ms. Caruso has been erroneously assessed for this parcel due to a report produced by Attorney James Falla. In the report, Attorney Falla states that Hattie M. Nickerson is one of the former owners. I agree with this assessment, however, Attorney Falla proceeds to identify a Hattie M. Nickerson who died April 6, 1956 in Chatham as the same Hattie M. Nickerson who was the daughter of Mariah Cahoon, another previous owner. This is incorrect.

The correct Hattie Marie (Cahoon) Nickerson died in Orleans on May 2, 1959. Her death certificate (copy enclosed) clearly shows that she is the daughter of Maria (Eldredge) Cahoon. Note that Maria Cahoon's probate shows Maria M. Nickerson as her daughter.

Attorney Falla mistakenly believed that Hattie M. (Hammond) Nickerson was the daughter of Mariah Cahoon, and thus the heir to a 50% interest in this parcel. Instead, she was the daughter of Calvin Hammond and Susan Rogers.

Mr. David Scannell
Tax Assessor
January 6, 2004
Page 2

Because Hattie Maria (Cahoon) Nickerson never had a probate, it is likely that Attorney Falla found the probate for Hattie M. (Hammond) Nickerson and thought he had the correct person. The latter's inventory does show woodland in Harwich, however, this is just as likely to be land inherited from her uncle, Josiah M. Rogers, as she is correctly cited by Attorney Falla as inheriting a one-half interest in two lots Josiah M. Rogers owned (Parcels 11 and 14 on Attorney Falla's report).

Please see enclosed report of Attorney Falla and my abstractor's current and updated title report.

Accordingly, the identification of Hattie M. (Hammond) Nickerson and her heirs, including Louise D. Caruso, is completely erroneous. The sole heir of Hattie Maria (Cahoon) Nickerson was her great-nephew, Nathaniel E. Freeman, Jr. His heirs, in turn, were his widow, Florence A. Freeman, and children, Donald F. Freeman and Sandra R. Griswold. Mr. Fratus obtained their interests

In light of the foregoing, I request that my client be listed as the owner of record in the assessor's records for Map 95, Parcel B16.

Robert D. Fratus, Jr.
P.O. Box 873
Brewster, MA 02631

I am also sending a copy of this letter along with enclosures to Attorney Ford if you wish to discuss the matter with him. If you are in need of any further information, please let me know and I will provide it to you.

Thank you for your courtesies.

Sincerely,

J. Alexander Watt

JAW/kjh
enc.

cc: Michael D. Ford, Esq. w/enc.

J. ALEXANDER WATT

Attorney at Law

P.O. Box 881
3267 Main Street
Barnstable, MA 02630

Telephone (508) 362-1900
Fax (508) 362-7912
Email: law.jaw@verizon.net

April 8, 2004

Michael D. Ford, Esq.
STINSON & FORD
P.O. Box 665
Harwich, MA 02671

Re: Robert D. Fratus, Jr.
Harwich Map 95, Parcel B17

Dear Michael:

I was delayed in responding to your January 20, 2004 letter to the Assessors because I had to retrieve my title work from another attorney. I herewith provide the documentation evidencing Mr. Fratus' ownership.

Chain of Title

- Book 48, Page 207, Prince Young to Caleb Nickerson 2d
- Book 80, Page 13, Caleb Nickerson to Alvan T. Nickerson
- Book 143, Page 565, Alvano Y. Nickerson to Bainbridge W. Loveland
- Will of Bainbridge W. Loveland (d. 3/3/1901) (real estate to Emery Griffin if he survives) (real estate to Saluda Griffin if not)
- Estate of Emery Griffin (d. 8/17/1900) (predeceased Loveland)
- Book 433, Page 8, Saluda Griffin to Alvin Z. Atkins
- Book 355, Page 421, Alvin Atkins to George N. Bearse
- Estate of George N. Bearse (d. 5/15/1922)
- Book 390, Page 199, David W. Bearse and Lelia L. Eldridge to Marietta Bearse and Arlottie W. Bearse. (Note: these are the heirs of George N. Bearse; if read in conjunction with the next listed deed, evidences a split of the 2-1/4 acre parcel between the heirs. This deed is the NORTHERLY portion and chains on to Fratus.)
- Book 391, Page 260, Marietta Bearse and Arlottie M. Bearse to David W. Bearse and Lelia L. Eldridge (this deed is the SOUTHERLY portion and I have not chained out.)

Michael D. Ford, Esq.

April 8, 2004

Page 2

- Marietta Barse and Arlottie Barse's interests go to David W. Barse and Lelia L. Eldredge, by intestacy. I will have to meet with you to describe.
- Book 1288, Page 345, Heirs of David W. Barse and Lelia L. Eldredge to Mary Elizabeth Seltzer and Nancy B. Clingan.
- Book 13383, Page 335, Mary Seltzer to Robert Fratus.
- Book 13358, Page 33, Nancy Clingan to Robert Fratus.

I hope this is helpful to you. As I indicate, my title work is extensive and it might be easier if we could meet to answer any further questions which you might have.

Thank you.

Sincerely,

J. Alexander Watt

JAW/kjh

J. ALEXANDER WATT

Attorney at Law

P.O. Box 881
3267 Main Street
Barnstable, MA 02630

Telephone (508) 362-1900
Fax (508) 362-7912
Email: law.jaw@verizon.net

October 28, 2004

Alice A. Stinson, Esq.
72 Main Street
West Harwich, MA 02671

Re: Town of Harwich
Assessor's Map 95, Parcel B17

VIA FACSIMILE ONLY (508) 430-8662

Dear Attorney Stinson:

I write to follow-up on my request to the Harwich Assessors for apportionment of the above-referenced parcel. I provided Attorney Ford with documentation via letter dated April 8, 2004 in response to his letter of January 20, 2004 requesting title information.

My client, Robert Fratus, and I met with you and Attorney Ford on April 22, 2004, during which meeting I recall that matters were resolved. If I am in error or if you need anything further, please let me know.

The issuance of FY tax bills without the apportionment having been made provided me with the reminder to follow-up at this point.

Thank you for your help.

Sincerely,

J. Alexander Watt

JAW/kjh

J. ALEXANDER WATT

Attorney at Law

P.O. Box 881
3267 Main Street
Barnstable, MA 02630

Telephone (508) 362-1900
Fax (508) 362-7912
Email: law.jaw@verizon.net

December 7, 2004

Alice A. Stinson, Esq.
72 Main Street
West Harwich, MA 02671

Re: Town of Harwich
Assessor's Map 95, Parcel B17

VIA FACSIMILE ONLY (508) 430-8662

Dear Attorney Stinson:

It has been a couple of weeks since we spoke. Could you provide me with a status of your review of my client's request for apportionment?

Thank you for your courtesies.

Sincerely,

J. Alexander Watt

JAW/kjh

J. ALEXANDER WATT

Attorney at Law

P.O. Box 881
3267 Main Street
Barnstable, MA 02630

Telephone (508) 362-1900
Fax (508) 362-7912
Email: law.jaw@verizon.net

December 14, 2004

Alice Stinson, Esq.
STINSON & FORD
P.O. Box 665
Harwich, MA 02671

Re: Harwich Assessors Issues

VIA FACSIMILE (508) 430-8662

Dear Attorney Stinson:

Per your telephone message, transmitted herewith please see deed from George Bearse, Jessie Peirce and Stella Eldredge to Mary Elizabeth Seltzer and Nancy B. Clingan dated February 4, 1965, recorded at Book 1288, Page 345. The Grantees conveyed their interest to Fratus.

Arlottie Bearse had inherited the property from her mother, Marietta. Arlottie died on June 29, 1960, intestate, her interest devolving to her nephew, George F. Bearse (son of David Bearse, her brother) and nieces, Stella Eldredge and Jessie Pierce (daughters of Lelia Eldredge, her sister).

Your inquiry as to the deed recorded at Book 19174, Page 110 is not unjustified. The Grantee's theory is that the deed referenced above operated only to convey the Grantors' interests in property which they acquired through the estates of David W. Bearse and Lelia L. Eldredge. I respectfully disagree. The penultimate paragraph clearly indicates that the Grantors were conveying all other land in the Town of Harwich.

When you have had the opportunity to review this, please call. I have all title documents if you care to review them.

Thank you.

Sincerely,

J. Alexander Watt

JAW/kjh
enc.

J. ALEXANDER WATT

Attorney at Law

P.O. Box 881
3267 Main Street
Barnstable, MA 02630

Telephone (508) 362-1900
Fax (508) 362-7912
Email: law.jaw@verizon.net

July 3, 2013

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

Re: Robert D. Fratus, Jr.
Property on Hawksnest Road

Dear Selectmen:

I am attorney for Robert D. Fratus, Jr., who owns a portion of property on Hawksnest Road, identified generally on Assessor's Map 95 as Parcel B17 ("Lot").

By letter dated January 6, 2004, I requested the Assessors to make apportionment of the Lot pursuant to G.L. c. 59, §78A. Exhibit A. On February 10, 2004, the Board of Assessors wrote to me, enclosing a letter from Attorney Michael Ford, requesting further documentation of Mr. Fratus' ownership interest. Exhibit B. On April 8, 2004, I forwarded title information to Attorney Ford. Exhibit C.

In follow-up to the above correspondence, Mr. Fratus and I met with Attorney Ford and Attorney Alice Stinson at Mr. Ford's office to review the information and, to the best of our recollection, satisfied Attorney Ford and Attorney Stinson with the title. Not having heard back, I wrote to Attorney Stinson on October 28, 2004 and again on December 7, 2004 to follow-up. Exhibit D. Neither I nor Mr. Fratus heard again from Attorney Ford or Attorney Stinson, so we assumed the matter was resolved.

Turning to the present - Mr. Fratus has been in the process since 2012, of seeking subdivision of property behind the Lot (Map 95 B16), as well as a portion of the Lot which Mr. Fratus sought apportionment of. A condition of approval of the subdivision plan is that taxes on the land must be current. In seeking to make sure the taxes were paid, Mr. Fratus realized that the Lot had indeed never been apportioned and that he would have to pay off the tax liability for the entire Lot (which, incidently, includes a substantial portion owned by the Town of Harwich) in the amount of approximately \$30,000.00, inclusive of about \$11,000.00 in accrued interest.

Board of Selectmen
Town of Harwich
July 3, 2013
Page 2

Although the Assessors have finally, this year, made the apportionment which was requested 9 years ago, Mr. Fratus has no option but to pay the entire amount on the Lot (which includes the portion owned by the Town) because there is a filed tax lien on the Lot. The final insult to injury is that, although the Town's portion of the Lot comprises about 33% of the Lot, the Assessors have apportioned it to only about 3.5% of the value of the Lot. This apportionment is not warranted where the accrued taxes through 2013 are based upon an unapportioned lot.

Coupled together with this, it should be noted that in FY 2006, Mr. Fratus' assessment on the back property - Map 95, Parcel B-16 - dramatically increased. We believe that this was a result of the Assessors ascribing the portion of the Lot owned by Mr. Fratus to the back property, thus providing it with "frontage" and, thus, justifying a higher assessment.

Mr. Fratus has been unjustly and unfairly treated by the Town, through its Assessors and is faced with suffering significant financial damage as a result of the Assessors' failure to properly apportion the Lot back in 2004. At this time Mr. Fratus still seeks to reach some reasonable accommodation with the Town in resolution of this issue and avoid litigation. Accordingly he would request a meeting with the Board to discuss this fully.

This is not a formal claim under the Massachusetts Tort Claims Act ("Act"), but if resolution is not possible, it is Mr. Fratus' intention to formally present his demands under the Act in due course.

I look forward to your response which may be made either to me or to Mr. Fratus. He can be reached at 508-958-1424.

Thank you.

Sincerely,

J. Alexander Watt

cc: Robert D. Fratus, Jr.

Hawksnest Road Expenses

From
Bob Fratus
Meeting 2/12
9:00 am

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Paid Amount</u>	
Material - Fill				
Check	12/08/2016	549 Cape Sand & Recycling	189.20	
Check	12/09/2016	550 Cape Sand & Recycling	1191.95	
Check	12/10/2016	551 Cape Sand & Recycling	1326.19	
Check	12/12/2016	553 Cape Sand & Recycling	1857.93	
Check	12/13/2016	554 Cape Sand & Recycling	208.07	
Check	12/13/2016	555 Cape Sand & Recycling	2028.97	
Check	12/15/2016	556 Cape Sand & Recycling	430.32	
Check	04/24/2017	568 Cape Sand & Recycling	195.94	
Check	05/12/2017	570 Cape Sand & Recycling	575.31	
Check	05/12/2017	571 Cape Sand & Recycling	255.50	
Check	01/31/2018	641 Cape Sand & Recycling	3,884.59	
Check	02/12/2018	644 Cape Sand & Recycling	3,978.46	
	Total Materials - Fill		9,717.39	\$9,717.39
Excavation				
Check	12/21/2005	7971 Tyler Brown	\$230.00	
Check	1/27/2006	7992 Tyler Brown	\$580.00	
Check	2/2/2006	8001 Tyler Brown	\$680.00	
Check	2/9/2006	8004 Tyler Brown	\$680.00	
Check	2/17/2006	8007 Tyler Brown	\$578.00	
Check	3/1/2006	8020 Tyler Brown	\$714.00	
Check	3/3/2006	8026 Tyler Brown	\$544.00	
Check	3/10/2006	8037 Tyler Brown	\$308.00	
Check	7/22/2006	8186 Tyler Brown	\$750.00	
Check	8/3/2006	8201 Tyler Brown	\$300.00	
Check	01/08/2015	438 Sean Smith	1,206.50	
Check	01/20/2015	439 Sean Smith	2,060.00	
Check	04/02/2015	444 Sean Smith	1,240.00	

Type	Date	Num	Name	Paid Amount	
Material - Fill					
Check	12/08/2016	549	Cape Sand & Recycling	189.20	
Check	12/09/2016	550	Cape Sand & Recycling	1191.95	
Check	12/10/2016	551	Cape Sand & Recycling	1326.19	
Check	12/12/2016	553	Cape Sand & Recycling	1857.93	
Check	12/13/2016	554	Cape Sand & Recycling	208.07	
Check	12/13/2016	555	Cape Sand & Recycling	2028.97	
Check	12/15/2016	556	Cape Sand & Recycling	430.32	
Check	04/24/2017	568	Cape Sand & Recycling	195.94	
Check	05/12/2017	570	Cape Sand & Recycling	575.31	
Check	05/12/2017	571	Cape Sand & Recycling	255.50	
Check	01/31/2018	641	Cape Sand & Recycling	3,884.59	
Check	02/12/2018	644	Cape Sand & Recycling	3,978.46	
Check	11/09/2012	352	Robert B. Our Co.	700.87	
Check	06/22/2014	429	Robert B. Our Co.	510.00	
Check	06/22/2014	430	Robert B. Our Co.	481.00	
Check	06/22/2014	428	Robert B. Our Co.	638.00	
Check	12/22/2014	437	Robert B. Our Co.	1,042.13	
Total Materials - Fill				13,089.39	\$13,089.39
Excavation					
Check	12/21/2005	7971	Tyler Brown	\$230.00	
Check	1/27/2006	7992	Tyler Brown	\$580.00	
Check	2/2/2006	8001	Tyler Brown	\$680.00	
Check	2/9/2006	8004	Tyler Brown	\$680.00	
Check	2/17/2006	8007	Tyler Brown	\$578.00	
Check	3/1/2006	8020	Tyler Brown	\$714.00	
Check	3/3/2006	8026	Tyler Brown	\$544.00	
Check	3/10/2006	8037	Tyler Brown	\$308.00	

Hawksnest Road Expenses

Check	04/02/2015	444 Sean Smith	300.00	
Check	12/22/2016	557 Sean Smith	4,505.00	
Check	12/27/2016	558 Brian Barrows	3,000.00	
Check	01/31/2017	561 Brian Barrows	4,000.00	
Total Excavation			<u>21,675.50</u>	\$21,675.50

Landscaping / seeding

Check	04/26/2018	647 Craig Brown	688.00	688.00
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Surveying

Check	05/20/2003	1038 Jim Moore	1,000.00
Check	08/06/2003	1046 Jim Moore	2,975.00
Check	01/08/2004	7139 Jim Moore	240.00
Check	09/04/2009	8916 Richard J Hood, PLS	153.25
General	12/31/2011	11-P&H#6 R.J. Hood & Son, Inc.	2,265.00
General	12/31/2011	11-P&H#6 R.J. Hood & Son, Inc.	1,132.50
Check	02/19/2013	382 Richard J Hood, PLS	3,000.00
Check	03/04/2013	388 Richard J Hood, PLS	1,331.20
Check	05/06/2013	10171 Richard J Hood, PLS	237.50
Check	05/06/2013	10171 Richard J Hood, PLS	475.00
Check	08/27/2013	10199 Richard J Hood, PLS	380.00
Check	08/27/2013	10199 Richard J Hood, PLS	760.00
Check	05/19/2014	10271 Richard J Hood, PLS	1,500.00
Check	05/19/2014	10271 Richard J Hood, PLS	475.00
Check	11/10/2015	10397 Richard J Hood, PLS	1,620.00
Check	11/10/2015	10397 Richard J Hood, PLS	1,890.00
Check	01/06/2016	10407 Richard J Hood, PLS	975.00
Check	06/27/2016	10454 Richard J Hood, PLS	420.00
Check	06/27/2016	10454 Richard J Hood, PLS	285.00
Check	09/08/2016	10481 Richard J Hood, PLS	367.50
Check	09/16/2017	631 Richard J Hood, PLS	1,125.00
Check	01/12/2018	10606 Richard J Hood, PLS	2,110.00

Check	7/22/2006	8186 Tyler Brown	\$750.00	
Check	8/3/2006	8201 Tyler Brown	\$300.00	
Check	04/01/2013	400 Tyler Brown	2,041.00	
Check	11/18/2015	7933 Tyler Brown	\$408.00	
Check	01/08/2015	438 Sean Smith	1,206.50	
Check	01/20/2015	439 Sean Smith	2,060.00	
Check	04/02/2015	444 Sean Smith	1,240.00	
Check	04/02/2015	444 Sean Smith	300.00	
Check	12/22/2016	557 Sean Smith	4,505.00	
Check	12/27/2016	558 Brian Barrows	3,000.00	
Check	01/31/2017	561 Brian Barrows	4,000.00	
Total Excavation			<u>24,124.50</u>	\$24,124.50

Landscaping / seeding

Check	04/26/2018	647 Craig Brown	688.00	688.00
-------	------------	-----------------	--------	--------

Surveying

Check	05/20/2003	1038 Jim Moore	1,000.00
Check	08/06/2003	1046 Jim Moore	2,975.00
Check	09/04/2009	8916 Richard J Hood, PLS	153.25
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Check	05/19/2014	10271 Richard J Hood, PLS	1,500.00
Check	05/19/2014	10271 Richard J Hood, PLS	475.00
Check	11/10/2015	10397 Richard J Hood, PLS	1,620.00
Check	11/10/2015	10397 Richard J Hood, PLS	1,890.00
Check	01/06/2016	10407 Richard J Hood, PLS	975.00

Hawksnest Road Expenses

Check	07/27/2018	666 Richard J Hood, PLS	660.00	
Check	11/08/2018	10694 Richard J Hood, PLS	2,278.00	
	Total Surveying		27,654.95	\$27,654.95
Engineering				
Check	04/08/2017	566 Down Cape Engineering	180.00	
Check	03/04/2013	390 Lantery Associates- Earl Lantery	1,000.00	
Check	04/14/2013	401 Lantery Associates- Earl Lantery	1,175.00	
Check	02/27/2014	10245 Lantery Associates- Earl Lantery	505.60	
Check	06/28/2017	10555 Lantery Associates- Earl Lantery	875.00	
	Total Engineering		<u>3,735.60</u>	\$3,735.60
Electrical				
Check	07/22/2016	489 John F. Linhares, Electrician	8,000.00	
Check	08/16/2016	10474 John F. Linhares, Electrician	10,250.00	
	Total Electrical		<u>18,250.00</u>	\$18,250.00
Disposal Fees				
CC	4/25/18	S & J Exco	255.00	
CC	4/25/018	S & J Exco	255.00	
	Total Disposal		<u>510.00</u>	\$510.00
				\$81,543.44

This summary is all the costs of Hawksnest and Raptor Road.

Raptor Road has more surveying costs but I did that project over a long period and got all the fill for free.

Overall, Raptor Road is 1/5th the length of Hawksnest and Raptor combined. So approximately \$65,000 is the cost of Hawksnest.

Check	06/27/2016	10454 Richard J Hood, PLS	420.00	
Check	06/27/2016	10454 Richard J Hood, PLS	285.00	
Check	09/08/2016	10481 Richard J Hood, PLS	367.50	
Check	09/16/2017	631 Richard J Hood, PLS	1,125.00	
Check	01/12/2018	10606 Richard J Hood, PLS	2,110.00	
Check	07/27/2018	666 Richard J Hood, PLS	660.00	
Check	11/08/2018	10694 Richard J Hood, PLS	2,278.00	
Total Surveying			27,414.95	\$27,414.95

Engineering

Check	04/08/2017	566 Down Cape Engineering	180.00	
Check	03/04/2013	390 Lantery Associates- Earl Lantery	1,000.00	
Check	04/14/2013	401 Lantery Associates- Earl Lantery	1,175.00	
Check	02/27/2014	10245 Lantery Associates- Earl Lantery	505.60	
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Electrical

Check	07/22/2016	489 John F. Linhares, Electrician	8,000.00	
Check	08/16/2016	10474 John F. Linhares, Electrician	10,250.00	
Total Electrical			<u>18,250.00</u>	<u>\$18,250.00</u>

Total Road Work \$86,614.44

FOI
this came
Julie - 4/29/19

Guy D and Michele M. Boretti

106 Governor Drive

Scotia NY 12302

(518) 399-0237

mboretti@nycap.rr.com



April 25, 2019

Attn: Julie Kavanagh, Chair
Harwich Board of Selectmen
732 Main Street
Harwich Center, MA 02645
508-430-7514

Re: Round Cove Road and Hawksnest Road – Harwich MA

Dear Members of the Board of Selectmen,

We were recently informed that the Town is considering widening and improving Round Cove Road and Hawksnest Road. As owners of the land that borders the southeast corner of the intersection of these two roads (187 Round Cove Rd., Parcel ID 95/S1-R), we fully support the concept and implementation of this project.

It is our understanding that these are town roads and that the town is required to maintain their width and shoulder clearance. Also, we were informed that there will be a public meeting on May 13, 2019 to discuss this project. We would appreciate it if you would share our letter of support with the committee. If you should have any questions, please contact us at (518) 399-0237. Thank you for your consideration.

Sincerely,

Guy D. Boretti

Michele M. Boretti

HELENE BORGES Dropped off
NEIGHBORHOODS Dropped

NOTICE RE: HAWKSNEST POND, WOODLANDS & NEIGHBORHOODS

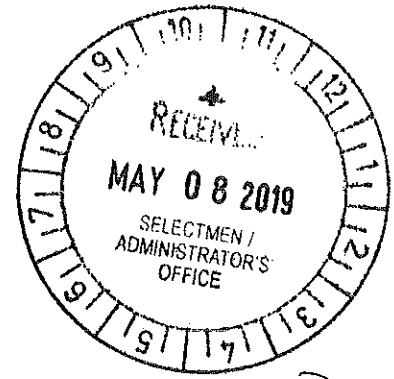
Robert D. Fratus, Jr. of 74 Hawksnest Road has sold the first of his several large subdivisions and the building of a new residence is underway directly off Hawksnest Road. He has subdivided his land into very large lots, so technically any of these future buildings could feature up to 6-7 bedrooms, depending on the preference of the buyer/investor.

To make Hawksnest Road (a.k.a. Seth Whitefield Road) accessible to his development, Mr. Fratus entered into a License Agreement with the Town of Harwich in 2017 whereby he stated his intent "[t]o create safe and adequate access to his parcel and upgrade Hawksnest Road from a 9' dirt road to 18' gravel road". The License Agreement clearly stated that for the duration of the contract "[t]he Town shall not have any obligation to pay for or contribute toward the Improvements and other costs of the Work." Additionally, Fratus agreed to "[o]bserve and obey directives of the Town and its duly designated representatives, as well as all applicable laws, statutes, ordinances, regulations..." Since that time:

- Fratus did not complete surfacing on Hawksnest Road, and now that the License Agreement has expired, he has taken the position that the Town provide and lay recycled asphalt (hardens to paved-like surface where cars can speed up) citing MGL and Town Law that the Town is responsible for grading maintaining its roads.
- Hawksnest Road runs between Fratus' property and state-own land. He has cut down trees on state owned land and widened the road extending beyond the permitted 18' to 22'-26' in some areas.
- Several areas along both sides of the road have been created – but it is unclear for what purpose. They are large enough to accommodate parking 1 – 3 vehicles.
- Fratus has stated that Hawksnest Road is a "scenic corridor". If the Town designated this road a Scenic Road, he would require permission from the Planning Board to remove trees alongside and off Road. If trees were diseased, the Tree Warden would need to be involved per MGL, Part I, Title VII, Chapter 40, Section 15C.
- Elizabeth Dubuque (wife) posted on FB that cutting down trees near road was necessary to eliminate diseased Oak trees, installing utilities, and providing for Public Parking. She added that the road layout for Hawksnest Road is 33' (It was 33' centuries ago).
- Fratus and Dubuque are also requesting that Round Cove Road (intersects with Hawksnest Road from Rte. 137 running from Exit 11 off Highway Rte.6) be widened to 16' wide and 16' high, citing the Town's minimum standards. Dubuque claims emergency response time from Station 2 would reduce by 2 minutes via this short cut.
- Round Cove Road has been paved down to the last house, and the Town has already filled and graded remainder of road leading to Hawksnest Road to allow safe and expedient passage for emergency vehicles. The Town will continue maintaining the road.

HOW WILL OUR NEIGHBORHOODS BE AFFECTED?

- Laying recycled asphalt and widening beyond 18' on Hawksnest Road hardens and expands the Road to accommodate two-way, faster traffic.
- Round Cove Road is graded and maintained by the town. Widening this road (and we believe the next demand will be to lay recycled asphalt) will create a throughway – a direct shortcut by turning off Rte. 137 onto Round Cove, then Hawksnest Road – bypassing the Rte. 137 and 39 intersection and rotary onto Queen Anne Road.
- Shortcut or to visit Hawksnest Pond/woods – two-way, faster moving traffic would increase substantially - disrupting the quiet, country character of both neighborhoods.



HOW WILL THE POND AND WOODLANDS BE AFFECTED?

- In 2014 Massachusetts Department of Conservation and Recreation (DCR) described Hawksnest Pond and Forest as “a hidden jewel...the core of a broad, multi-partner conservation landscape that protects globally rare coastal plain pondshores and other natural resources.”
- In 2012 the Natural Heritage & Endangered Species Program (NHESP) determined Hawksnest Pond area to be a Wetland & Aquatic Core Habitat harboring diverse plant and animal species forming an intact ecosystem.
- A naturally evolved ring of vegetation surrounding the pond acts as a protective buffer from the damaging effects of erosion runoff.
- Erosion around the pond from vehicles and people, combined with nutritive waste containing phosphorus, flows into the pond when raining, promoting growth of toxic algae. Erosion begins the cascade that ultimately harms the water’s ecosystem.
- This conservation area is already fragile, and increasing traffic and visitors will overload the pond’s natural resources so that it could not be ecologically sustainable.
- The State is opposed to increased numbers of visitors and traffic into Hawksnest for the reasons stated above.
- One of the DCR’s Priority Recommendations in 2014: “Gate Round Cove Road at its intersection with Hawksnest Road to decrease depreciative behaviors in the [area].”

WHAT TO DO?

- Show up and voice your opinion/concerns at the Public Hearing by the Harwich Board of Selectmen on Monday, May 13, 2019 at 6:30 PM at Town Hall, 732 Main Street, Harwich in the Donn B. Griffin Room.
- Stay involved in decisions to be made about our neighborhood. Pay attention to developers claiming they want to “improve” neighborhoods roads, etc. Ask yourself what their primary motivation may be. Think about how it will affect your environment.

May 8,2019

PAGE 1 OF 2

To:

**Julie Kavanagh, Chairman
The Harwich Board of Selectmen
Town Hall
732 Main Street
Harwich, MA 02645**

From:

**William Fitzpatrick
294 Route 137
Harwich, MA 02645**

Re: Improvements to Seth Whitefield/Hawksnest & Round Cove Roads

I received the notice about the meeting on May 13th, but will not be able to attend.

I am writing to voice my strong opposition to the proposed changes.

My house sits on the corner of Route 137 and Round Cove Road, facing St. Peter's Lutheran Church's parking lot and is very much impacted by traffic on Route 137.

I am grateful that the State made the improvements it made to Route 137 but one of the unintended consequences is that the improved roadway makes it easier for cars to speed on this road. I have had to become very cautious turning onto Route 137 from Round Cove because of the way cars now speed along this road. To make matters worse there is a blind curve in the road from the direction of Route 6 just before the road reaches St. Peter's Lutheran Church, making it difficult to see approaching traffic. After a churchgoer was hit by a car in front of the church, my neighbors at St. Peter's Lutheran Church have had to resort to putting out orange cones and/or have a police cruiser present on Sunday mornings so the church's attendants can enter or exit the church without being hit by cars that are ignoring the posted speed limit and racing up and down Route 137.

Furthermore, the part of Round Cove from my home on the corner of Route 137 to Hawk's Nest is a quiet residential neighborhood.

There is already plenty of summer traffic on this section of road, mainly,

PAGE 2 OF 2

from my observation, from young people using the pond both day and night as a party destination. The currently unpaved end of Round Cove Road near the pond acts as a deterrent to this activity and as a consequence helps control the amount of traffic, noise and litter.

Looking at a Google map, it appears that the proposed changes to Seth Whitefield, Hawksnest and Round Cove Roads would create a short cut for traffic from Queen Anne Road to Route 137. This would make it possible to avoid taking Queen Anne to Route 39 and turning left onto Route 137 when heading for Route 6 and this part of East Harwich.

This proposal would be a double-edged disaster for myself and my neighbors: we would get increased traffic heading down the road to the pond because of the improved access via Round Cove Road and increased traffic coming up Round Cove Road for those using the improved roadway as a short cut to this part of East Harwich.

After studying the proposed changes, driving the route from Queen Anne Road to Seth Whitefield Road full circle back to Round Cove Road and talking with my neighbors, I am convinced that the only one who will benefit from the proposed changes is the person asking for the changes, at the expense of our quiet neighborhood.

Why would the town use taxpayer money to benefit one individual at the expense of the many long-time residents and taxpayers who live along this section of Round Cove Road? In other words, how can you justify using our tax dollars to have us pay for something that will impact our neighborhood in a negative way? Where's the logic in that?

I have lived in my home for almost fifteen years. I love my neighbors and my neighborhood. We take pride in our little patch of Harwich. I am asking the Board not to approve these so called "improvements" which would definitely impact the quality of our lives for the worse. Be a good neighbor and do the right thing, please.

Respectfully,

Bill Fitzpatrick

Bill Fitzpatrick

294 Route 137

508-432-1604

weaptown@comcast.net

Harwich Ad Hoc Harwich Port Parking Committee
Report and Recommendation to the Board of Selectmen
May 8, 2019

The Harwich Ad Hoc Harwich Port Parking Committee (“Committee”) held its first meeting on January 8, 2019 with five members: Alexander Donoghue (Resident Member), Michael Ulrich (Business Member), John Mahan (Resident Member), Cyndi Williams (Harwich Chamber of Commerce Executive Director), and Charleen Greenhalgh (Town Planner). Two vacancies remain on the Committee.

The Committee met a total of nine times. Neighbors were invited to provide presentation and many thoughtful discussions were held. The Police, Fire and DPW departments were invited to a meeting and a conversation with a local bus company was held. After careful consideration, at this time the Committee makes the following recommendations to the Board of Selectmen.

We recommend at the entrance to the municipal lot that the following signs be placed- The Universal Sign for Parking with arrows on both sides so coming from the east and the west you will see them. As well as at the back of the lot at the Pleasant St entrance/exit.



2. Regarding Employee Parking the newer parking area known as the TD Bank extension lot be signed to read Employee Parking. The Chamber will notify all Harwich Port businesses of this location.

3. Final sign recommendation is No Beach parking at both the Rt. 28 side and the Pleasant Street side.

In order to educate the community the Harwich Chamber will have Wayfinding signs with the locations of the parking. The information will also be on the town website, the Harwich Chamber of Commerce website and at the Community Center (especially during Beach sticker season) After 5:00pm both Cape Cod Five and TD Bank have been generous and partners in the parking to allow us to acknowledge public parking is available there.

This summer will be a learning experiment and we will want to reconvene with the Board of Selectmen to discuss the monitoring which will assist the Board in whether the signage has been functional for this season. We would like to also recommend utilizing the 1 ½ positions with Park & Rec parking attendant to assist with this. We look forward to working together on this for the upcoming season.

Patti Macura

From: Cyndi Williams <Cyndi@harwichcc.com>
Sent: Wednesday, May 08, 2019 11:35 AM
To: Patti Macura
Subject: BOS Packet Monday May 13th
Attachments: Harwich Ad Hoc Harwich Port Parking Committee 5.8.19 recommendation.docx

Patti: here is the Adhoc Parking Committee recommendation- Cyndi

--

Cyndi Williams
Executive Director
Harwich Chamber of Commerce
1 Schoolhouse Road
Harwich Port, MA 02646
Office: 508-430-1165
Cell: 508-615-0124
www.harwichcc.com



Hello,

My name is Sarah Gustafson, and I am a sophomore in high school working on my **gold award for Girl Scouts**. I spoke with Nancy Hipp from the Garden Club of Harwich the other day regarding my project. I want to **plant flowers for pollinators to help the bee population**. Nancy gave me your name and suggested I contact you regarding a spot behind town hall where a garden has grown in the past. I would love to fill that garden with native perennials. Please let me know if this would be an acceptable spot for my garden.

Nancy Hipp has given me some advice, and I plan on using only native perennials that attract pollinators.

My goal is to plant items that will need little maintenance and will benefit the local bee population.

I stopped over at the town hall over the weekend to measure and take some pictures. Nancy had told me it was an island, but a man came out to see what I was doing and then pointed out this area next to the door. He thought this was more reasonable since one of his co-workers used to plant flowers there. If that is the same area you are suggesting, then it is PERFECT for my project. It would make this project even more meaningful to be able to bring this garden back to life!

So, to move forward...I need to know the following:

First...That this is the property in question.

Then...What is the process for getting the property approved?

Are there regular selectmen meetings? If so, when are they and how soon can I submit a request?

Are there forms that I need to fill out? If so, how do I get them and where do I submit them?

I am so excited to get started on this project. Thank you for your help on this.

I look forward to meeting you and working with you.

Thank you.

Sarah Gustafson

Hi Sarah,

Yes, the area you sent a photo of is the one I was thinking you could make into a perennial pollinator garden. You would need to come up with a plan of what you would plant and what the garden would look like, and get approval from either the Town Administrator or Selectmen, as it is Selectmen property. I will run it by our Town Administrator to see if it's something he can approve himself or if he wants the Selectmen to. No official forms or anything.

Amy Usowski

Conservation Administrator

Town of Harwich

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



732 MAIN STREET, HARWICH
02645

Robert C. Lawton, Jr.
Interim Assistant Town Administrator

MEMO

TO: Chris Clark
Town Administrator

FROM: Robert C. Lawton, Jr.
Interim Assistant Town Administrator

RE: Proposal to Modify the By-Law Seasonal Hourly Wage Schedule

DATE: April 18, 2019

When we were trying to set a pay rate for a part time intern I found that there was no title for an intern. I would like to propose that in the Grade 3 of the hourly wage schedule we either eliminate the word Shellfish from the Shellfish Intern title or add the word Intern to the list of titles. There would be no change in the rates of pay or the steps. This would allow us to have a title into which we could place a part time employee at a minimum wage rate.
Thanks for your consideration of this request.

RCL

FY 2016

Town of Harwich REQUEST FOR TRANSFER FROM THE RESERVE FUND

(To be submitted in triplicate)

Finance Committee
Town of Harwich

Date 05/02/19

Dear Sir/Madam:

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws:

Amount requested: \$20,000

To be transferred to # 016308-585000
Account Number

Whitehouse Field Lights
Name of Appropriation

Current Balance 3,619.60

Reserve Fund Bal.

MUNIS #

The amount request will be used for: (give specific purpose)

The lighting for the whitehouse ballfields is currently not working with enough light for night games. There are two complete banks of lights that are not working. The funds in the account were expended last fall for repairs yet more are required. The quote for two specialized electricians and a bucket truck for four days of troubleshooting and repairs came to \$13, 538.00. The remaining \$6462 would be used on lamps, ballasts, fuses and wire.

This expenditures is extraordinary and /or unforeseen for the following reasons:

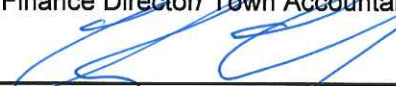
Long term illness was not forseen.



Finance Director/ Town Accountant

Eric Beebe-Recreation Director

Department Head/Committee Chair



Town Administrator

Action of Finance Committee

Date of Meeting _____ Number of present & voting _____

Transfer voted in the sum of _____

Transfer disapproved _____

Chairman, Finance Committee Date

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Finance Director/ Town Accountant

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Department Head/Committee Chair


Town Administrator

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This expenditures is extraordinary and /or unforeseen for the following reasons:

Long term illness was not forseen.


Finance Director/ Town Accountant

Eric Beebe-Recreation Director
Department Head/Committee Chair


Town Administrator

Action of Finance Committee

Date of Meeting _____ Number of present & voting _____

Transfer voted in the sum of _____

Transfer disapproved _____

Chairman, Finance Committee Date

FY 2016

Town of Harwich REQUEST FOR TRANSFER FROM THE RESERVE FUND

(To be submitted in triplicate)

Finance Committee
Town of Harwich

Date 05/02/19

Dear Sir/Madam:

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws:

Amount requested: \$20,000

To be transferred to # 016308-585000
Account Number

Whitehouse Field Lights
Name of Appropriation

Current Balance 3,619.60

Reserve Fund Bal.

MUNIS #

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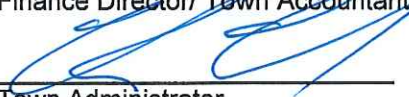
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Chairman, Finance Committee Date

*Mike
Rock*

SELECTMEN'S MEETING AGENDA
Harwich Community Center, Room #2
100 Oak Street
Regular Session 6:00 P.M.
Monday, May 6, 2019



I. CALL TO ORDER

II. PRE TOWN JOINT MEETING WITH FINANCE COMMITTEE

A. Potential Revisions to Motions for Annual Town Meeting Articles, Specifically New Motions and Amendments; Article #31, Article #36, Article #61—*discussion & possible votes*

III. NEW BUSINESS

A. Article 59 – Pet Burial Ground – *Selectmen's support for favorable motion*

IV. OLD BUSINESS

A. Cornelius Pond Update

V. ADJOURNMENT

*Cornelius Pond
Approved*

*6:02 All S, C.C., P.G.,
Old Business: CR Revisions. *Unanimous*
Expense D Line 6 & 8
Ed (Mehd) As amended vote
5-0-0
Article 59: Complete 131,000
Mehd (Ed) 4-1-0 *on
opposed*
* Pointed by Fin Com. 6:15
Article 31 *re* Meh (Ed) 4-0-1 *on*
Article 36 Discussion of 3 versions;
Lang (An) 5-0-0*

Authorized Posting Officer:

Patricia Macura
Patricia Macura, Admin. Secretary

Posted by:

Paula Wheat
Town Clerk

Date: May 2, 2019

*Article 61 *version* - Evans Discussion
about details of
Den (Ed) 5-0-0 *vote*
Sandy All Ed-000. #37
I.D.P. Meh (Ed) 5-0-0
Alyson Meh. Ed 5-0-0 *6:50**

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

To: Board of Selectmen

From: Christopher Clark, Town Administrator 

Re: Dog Order – Town Administrator Recommendation

Date: May 13, 2019

A Dog Hearing was held by me on April 1, 2019 pursuant to M.G.L. ch. 140, § 157 and a complaint by Animal Control Officer Jack Burns involving two reports of dog on dog bites by a dog owned by Mr. Charles Abate who resides at 9 Quail Hollow Road. Due to a request from Mr. Abate's attorney, the Hearing was closed and continued to Thursday, April 25, 2019 at 1:00 P.M.

The first incident occurred on March 21, 2018. Donna Proia the owner of the dog that was attacked was noticed, but did not attend the Hearing. The second incident involving Mr. Abate's dog Emma and Mr. Wilson's dog Shamrock was discussed extensively. (Minutes attached)

Upon review of all testimony from this hearing, along with the recommendations of Animal Control Officer, John Burns, I request that the Board of Selectmen approve and adopt the following Dog Order:

1. **The German Shepherd dog "Emma", owned by Charles Abate be deemed a "Dangerous Dog" because of her aggressive behavior toward other dogs;**
2. **Emma shall be ordered to wear a leather, breed specific muzzle at all times when being walked outdoors. If the owner physically fences in the back yard, Emma may exercise and train without use of the muzzle in the fenced area;**
3. **Emma never be allowed to be outdoors without being supervised, muzzled and restrained**

The Abate family and Wilson family will be sent a copy of the Order upon your approval.

Attachments

CC: Animal Control Officer Burns
File

MINUTES
Dog Hearing
Selectmen/Administrator's Meeting Room
Wednesday, April 25, 2019
1:00 P.M.

The Dangerous Dog Hearing was opened at 1:00 P.M. by Town Administrator Christopher Clark

THOSE PRESENT: Town Administrator Christopher Clark, Animal Control Officer Jack Burns, Officer and Administrative Secretary Sandy Robinson

OTHERS PRESENT: Joseph Wilson, Celia Joseph, Jeremy Cohen, Robin McGowan, Amy Natiello, Charles Abate

Town Administrator Christopher Clark began the Hearing by swearing in all attendees that would be giving testimony regarding the events of February 28, 2019.

Mr. Clark then asked Animal Control Officer (ACO) Jack Burns to relay what happened between Charles Abate's dog Emma and Mr. Wilson's dog Shamrock. Officer Burns read the Police Report advising that on Friday, March 1, 2019 he was dispatched to 1 Quail Hollow Road for a report of a dog on dog bite. Mr. Wilson, the owner of the dog Shamrock, a 5 month old Cockapoo, relayed that he was walking Shamrock in the neighborhood when Emma, a German Shepherd dog came off the property at 9 Quail Hollow Road and attacked Shamrock. Mr. Wilson kicked the German Shepherd dog repeatedly without effect. Mr. Abate, Emma's owner came out and at some point, Mr. Wilson was able to grab Shamrock and that is when the attack stopped.

Officer Burns then went to 9 Quail Hollow Road and met with Mr. Abate and his dog Emma, a 2-year old female German Shepherd dog. Mr. Abate advised that Emma was out in the yard on his property when Mr. Wilson and Shamrock came by. Mr. Abate has an "invisible fence" on the property, but Emma went right through it and attacked Shamrock.

Emma was placed under a 10-day quarantine at home. Emma has a current rabies vaccination and is currently licensed with the Town. *See Exhibits #1 – map of location.*

Officer Burns also advised that Emma had attacked another dog owned by Donna Proia. Ms. Proia's dog "Little Foot" is an 8-year old Lhasa Apso. The attack occurred on Red River Beach on March 21, 2018. Emma who was 10 months old at the time attacked Little Foot requiring that Emma being placed on a 10-day quarantine. Ms. Proia was noticed about this Hearing but she was not in attendance.

Mr. Wilson spoke next advising that Officer Burn' account of the dog attack was accurate. Mr. Wilson added that Mr. Abate came out and tried to restrain Emma, but had no effect on her. Mr. Wilson also said that Emma had no interest in him, and when he grabbed Shamrock away, Emma did not attack him. *See Exhibits #2 – pictures, and Exhibit #3 veterinarian report.*

Next to give testimony was Jeremy Cohen of Boston Dog Lawyers, attorney for Charles Abate. Mr. Cohen questioned the vet report noting that there was nothing mentioned about “deep puncture wounds”, and he questioned the body condition score which implied that Shamrock was in “great body condition” following the attack. Mr. Cohen also asked Mr. Wilson if Shamrock had ever been on the Abate property, to which he replied “never”. He asked Mr. Wilson if he kicked and punched Emma. Mr. Wilson replied that he forcefully kicked Emma and did not punch her. Mr. Cohen asked about the vet bills for service. Mr. Wilson replied that Mr. Abate paid the bills for Shamrock’s treatment. He asked if Shamrock received any shots while at the vet. Mr. Wilson replied that his dog received antibiotics. Mr. Cohen asked if Shamrock had been to a behaviorist or a trainer. Mr. Wilson said that Shamrock had been seen by both – before and after the attack. Mr. Cohen finished by submitting the following:

Exhibits #4 – Information on Emma, Owner Accountability, and Action Plan

Exhibit #5 – Invoice for Dog Watch Hidden Fence System

Exhibit #6 – Example of steps taken in Abate home to ensure that they are remembering the things that they need to do before Emma goes outside

Exhibit #7 – Emma’s training sessions with Howl-A-Day LLC Training – Trainer Matt White

Next to speak was Charles Abate, owner of Emma, the German Shepherd Dog. Mr. Abate explained that it was a very cold day and he went outside with Emma, but did not have Emma on a leash due to the fact that he was injured and was using a cane. Emma saw Shamrock and bolted through the e-fence where there was a gap and in spite of Mr. Abate turning up the charge on Emma’s e-collar, Emma attacked Shamrock. Officer Burns stated that if a dog is motivated enough that the dog will charge right through the e-fence and probably won’t even feel it. Mr. Abate accepts accountability for the resulting events. Jeremy Cohen advised that Mr. Abate has been working with a trainer for Emma – in house with trainer Matt White, and at home. Mr. Abate added that the fence company is going to fix the gap in the fence to try to prevent similar occurrences.

Animal Control Officer Jack Burns was inclined to deem Emma a “Dangerous Dog” because of the instances when Emma attacked the smaller dogs. Officer Burns felt that Emma had what is called high prey drive – she is not aggressive toward people, but will go after small animals including smaller dogs with no fear. Officer Burns added that this type of dog needs to have a “job” and if he is not given exercises to keep it busy, then the dog will find things to do on its own. He recommended that Emma wear a leather muzzle at all times outside and on a leash when on walks or off the property. On property, the owner must be with Emma at all times. Mr. Clark agreed with this assessment.

Mr. Abate appealed to Officer Burns and Mr. Clark to let Emma be free of the muzzle on his property once the e-fence was fixed, especially for training purposes. Mr. Abate said that the muzzle would interfere with Emma’s training regimen.

Mr. Wilson and his wife expressed concern that aside from the attack on their small dog, they had small grandchildren that came to visit them. They did not want to have to worry about them being hurt.

Mr. Clark advised that he would be willing to forego the muzzle during training exercises in the yard only if the Abates agree to erect a fence around the property to contain Emma. After going back and forth on this subject, the Abates stated that they did not want to put up a fence around their yard for aesthetic reasons. Mr. Clark stated that in lieu of a fence, the muzzle would be a requirement of the order.

The resulting Dog Order was recommended by the Animal Control Officer and the Town Administrator:

- 1. The German Shepherd dog “Emma”, owned by Charles Abate be deemed a “Dangerous Dog” because of her aggressive behavior toward other dogs;**
- 2. Emma shall be ordered to wear a leather, breed specific muzzle at all times when being walked outdoors. If the owner agrees to physically fence in the back yard, Emma may exercise and train without use of the muzzle in the fenced area;**
- 3. Emma is never to be allowed to be outdoors without being supervised, muzzled and restrained**

TOWN OF HARWICH
LEGAL NOTICE OF PUBLIC HEARING
DOG HEARING
Monday, April 1, 2019
11:00 A.M.

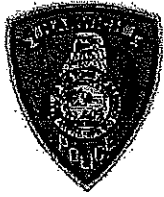
Per the request of the Board of Selectmen, the Town Administrator will hold a Public Hearing for a dangerous dog pursuant to M.G.L. Ch. 140, §157, on Monday, April 1, 2019 at 11:00 A.M. in the Town Hall Library at 732 Main Street, Harwich relative to a report of two (2) dog attacks involving a dog owned by Mr. Charles Abate of 9 Quail Hollow Road in So. Harwich. All interested parties are invited to attend.

Christopher Clark
Town Administrator

Cape Cod Chronicle
March 14, 2019

** HEARING OPENED ON APRIL 1, 2019 AT 11:00 A.M.

CONTINUED TO APRIL 25, 2019 AT 1:00 P.M.



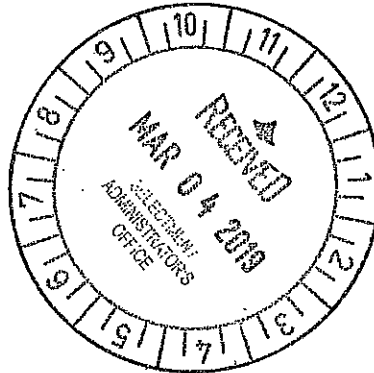
HARWICH POLICE DEPARTMENT

183 SISSON ROAD HARWICH MA 02645 508-432-1212

www.harwichpolice.com



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



Mr. Clark,

Attached please find a report of 2 dog attacks involving a dog owned by Mr. Charles Abate of 9 Quail Hollow Rd. South Harwich.

I request a Dangerous Dog hearing be held per MGL C.140, s.157.

Respectfully,

John J. Burns, Officer
Animal Control

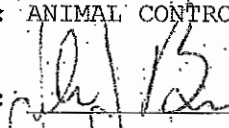
Harwich Police Department
Incident Report

Page: 1
03/04/2019

Incident #: 19-3158-OF
Call #: 19-3158

Date/Time Reported: 03/01/2019 0804
Report Date/Time: 03/01/2019 1105
Occurred On: 02/28/2019 1400
Status: No Crime Involved

Reporting Officer: ANIMAL CONTROL OFFIC John Burns

Signature: 

#	INVOLVED	SEX	RACE	AGE	SSN	PHONE
1	ABATE, CHARLES E 9 QUAIL HOLLOW RD HARWICH MA 02645	M	W	88	[REDACTED]	[REDACTED]

Military Active Duty: N
BODY: NOT AVAIL.
DOB: 01/19/1931
LICENSE NUMBER: MA S46512047
LOCAL ID: 055745

COMPLEXION: NOT AVAIL.
PLACE OF BIRTH: NOT AVAIL.
ETHNICITY: NOT HISPANIC

[CONTACT INFORMATION]

CallBack Number (Primary): [REDACTED]

#	EVENTS (S)
	LOCATION TYPE: Highway/Road/Alley/Street Zone: SOUTH HARWICH 9 QUAIL HOLLOW RD HARWICH MA 02645

1 Animal Complaint, DOG ON DOG BITE

#	VICTIM(S)	SEX	RACE	AGE	SSN	PHONE
1	WILSON, JOSEPH 1 QUAIL HOLLOW RD HARWICH MA 02645	M	W	00	NOT AVAIL	[REDACTED]

DOB: NOT AVAIL
ETHNICITY: Not of Hispanic Origin
RESIDENT STATUS: Resident
VICTIM CONNECTED TO OFFENSE NUMBER(S): 1
RELATION TO: ABATE CHARLES Neighbor
CONTACT INFORMATION:
CallBack Number (Primary) [REDACTED]

#	PERSON(S)	PERSON TYPE	SEX	RACE	AGE	SSN	PHONE
1	JOSEPH, CELIA A 1 QUAIL HOLLOW RD HARWICH MA 02645-3447 DOB: 10/25/1955	PARTICIPANT	F	W	63	[REDACTED]	[REDACTED]

CONTACT INFORMATION:
CallBack Number (Primary) [REDACTED]

Dog on dog bite and quarantine

On Friday March 1, 2019 while working as the Animal Control Officer and in the marked Animal Control Vehicle, G-33, I was dispatched to 1 Quail Hollow Rd in South Harwich for a report of a dog on dog bite.

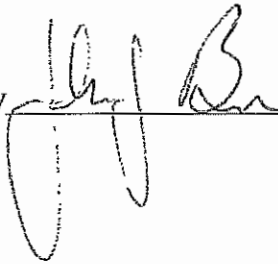
Upon arrival I was met by Mr. Wilson and his dog "Shamrock", a 5 month old Chocolate/white male Cockerpoo. Mr. Wilson told me that on Thursday February 28, 2019 he was walking his dog on leash on Quail Hollow Rd. when suddenly and without provocation a German Shepherd Dog (GSD) came off of the property of 9 Quail Hollow Rd. and began to bite his dog. Mr. Wilson kicked the GSD but the dog would not let go of his dog. The GSD's owner came out but was unable to stop the attack. At some point Mr. Wilson was able to grab his dog and lift him onto his shoulder. That is when the attack stopped.

Mr. Wilson took "Shamrock" to Veterinary Associates of Cape Cod where the dog was treated. There are several puncture wounds and drains on "Shamrock".

I next went to 9 Quail Hollow Rd. and met with Mr. Abate and his dog "Emma", a 2 year old female black/tan German Shepherd dog. Mr. Abate told me that "Emma" was out in the yard on his property when Mr. Wilson and "Shamrock" came by. He has invisible fence to keep "Emma" on the property but she went right through it and attacked "Shamrock".

Per MGL C.129, s.21 I placed "Emma" under a 10 day quarantine at home. I told Mr. Abate that I would be requesting a Dangerous Dog hearing. I talked at length with Mr. Abate about training and behavioral issues. At this time he is going to research a breed specific muzzle for "Emma": "Emma" has a current rabies vaccination from Veterinary Associates of Cape Cod and is currently licensed in the Town of Harwich.

Respectfully



#140

For Date: 03/21/2018 - Wednesday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
18-3402	1244	Animal Control / Animal Bite	Services Rendered
Call Taker:	140	- ANIMAL CONTROL OFFIC	John J Burns
Primary Id:	140	- ANIMAL CONTROL OFFIC	John J Burns
Location/Address:	[HAR 1696] ABATE RESIDENCE - 9 QUAIL HOLLOW RD		
Initiated By:	140	- ANIMAL CONTROL OFFIC	John J Burns
Involved Party:	ABATE, CHARLES E @ 9 QUAIL HOLLOW RD - HARWICH, MA 02645 SSN: 157228253 DOB: 01/19/1931		
Involved Party:	PROIA, DONNA M @ 11 LANTERN LN - S HARWICH, MA 02661 [REDACTED] [REDACTED]		
ID:	140	- ANIMAL CONTROL OFFIC	John J Burns
			Arvd-12:45:41 Clrd-13:03:47
Narrative:	03/21/2018 1535 ANIMAL CONTROL OFFIC John J Burns		
	On Monday March 19, 2018 Ms. Proia was walking her dog "Little Foot", an 8 year old Lhasa Apso, on Red River Beach. At the same time Mr. Abate was also at Red River Beach walking his dog "Emma", a 10 month old German Shepherd Dog. There was an altercation between the two dog resulting in "Little Foot" being bit.		
	On Wednesday March 21, 2018 I placed "Emma" under a 10 day quarantine at home per MGL C,129, s.21. "Emma" has a current rabies vaccination from Pleasant Bay Animal Hospital.		
Narrative:	03/29/2018 1521 ANIMAL CONTROL OFFIC John J Burns		
	On Thursday March 29, 2018 I released "Emma" from quarantine alive and appearing to be in good health.		

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF HARWICH

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the County of Barnstable, hereinafter called the "County," and the Town of Harwich.

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Harwich at Allen Harbor in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$67,500.00. This is based on removing up to approximately 7500 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Provincetown

Coastal at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 5:00 P.M, Monday through Saturday.

THE TOWN OF HARWICH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a

waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act..

BOTH BARNSTABLE COUNTY AND THE TOWN OF HARWICH AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Harwich to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Harwich from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Harwich agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Harwich or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to

said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this
_____ day of _____, 2019.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF HARWICH:

Ron Bergstrom

Julie E. Kavanagh, Chair

Ronald Beaty


Date

Mary Pat Flynn

Date

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

Memo

To: Chairman, Board of Selectmen
Via: Christopher Clark, Town Administrator
From: John C. Rendon, Harbormaster 
Date: April 22, 2019
Subject: Allen Harbor Channel Dredging



Request your review and approval of the attached Cooperative Agreement with Barnstable County for the dredging of approximately 7500 cubic yards of material from Allen Harbor Channel. The County is scheduled to commence work the first week of June 2019; we have a winter flounder time of year restriction that prohibits dredging before 1 June. The town received a MassWorks 2018 Navigational Dredge grant of \$36,000 that will fund a portion of the total cost.

Attachment (1) Procurement Checklist and Contract

Project Name: ALLEN HARBOUR DRESSING - TM Year and Article #: ATM16 #11 Appropriation: \$ 85,000.-

Low Bidder: BARNSTABLE COUNTY Bid Price: \$ 67,500

12/13/18 Revised Procurement Checklist

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

*Note: contracts (not grants) **below \$25,000** can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder. N/A
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less. 01633A2
- 2. Finance Director has signed that funds are available: Carl Lynch Account # 616011
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: [Signature]
TOWN ADMINISTRATOR

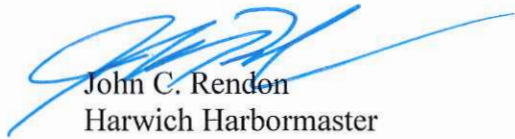
Note: Failure to gain sign-off **before Wednesday at noon results in the contract being delayed to the next meeting.

April 22, 2019

Summary of Project

Allen Harbor Channel Dredging

The project includes the dredging of approximately 7500 cubic yards of material from Allen Harbor channel. Barnstable County Dredge is schedule to complete the work the first week of June 2019 through the attached cooperative agreement. Because we are contracting with Barnstable County, there is no requirement to solicit/receive other bid prices. The town received a MassWorks 2018 Navigational Dredge grant of \$36,000 that will fund a portion of the total cost (letter attached).



John C. Rendon
Harwich Harbormaster

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Christopher Clark, *Town Administrator*
Evan N. Melillo, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA



September 24, 2018

Mr. Nicholas Bulens, Program Administrator
Executive Office of Housing and Economic Development
One Ashburn Place, Room 2101
Boston, MA 02108

Dear Mr. Bulens:

The Town of Harwich is very grateful for the 2018 Navigational Dredging grant award that will be used to help fund the Allen Harbor channel dredge project in the spring of 2019. This letter is to verify that the Harbormaster Department has the required funding match of \$36,000 in its operational budget for FY19.

Please let me know if you have any questions or require additional information. Thank you for your support of our important channel dredging needs.

Sincerely,

Christopher Clark
Town Administrator

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
For Professional Services**

THIS IS AN AGREEMENT made as of _____, 2019 between Town of Harwich ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows Clean Waters Community Partnership with Barnstable, Dennis, Harwich, and Yarmouth through the Massachusetts Best Practices Compact Program (the "Project").

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for OWNER services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete

authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by Owner on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 – PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER.
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit A. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

OWNER agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

5.2 Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

5.3 Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.4 Compliance with Laws and Regulations, and Policies and Procedures

5.4.1 Engineer and Owner shall comply with applicable Laws and Regulations.

5.4.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

5.4.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

5.4.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

5.4.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

5.4.6 Engineer shall not be responsible for any decision made regarding the Construction

- Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.4.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.4.8 Engineer's services do not include providing legal advice or representation.
- 5.4.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- 5.4.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

5.5 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.5.1 For cause,
- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.5.2 For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- 5.5.3 Effective Date of Termination: The terminating party under Paragraph 5.5.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow

Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.5.4 Payments Upon Termination:

- a. In the event of any termination under Paragraph 5.5, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 5.6.
- b. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.5.4.a, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

5.6 Use of Documents

- 5.6.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.6.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.6.3 Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.6.4 OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Upon receipt of full payment due and owing for all Services, ENGINEER grants OWNER a license to use the Documents on the Project, extensions of the Project, and related uses of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or

resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights in third parties.

5.6.5 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project or for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.7 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

5.8 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

5.9 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.10 Successors and Assigns

5.10.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.10.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.10.3 Unless expressly provided otherwise in this Agreement:

- a. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.
- b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.12 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.13 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

5.14 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.15 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

5.16 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.17 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.18 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.19 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.20 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.21 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.22 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

5.23 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

5.24 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

ARTICLE 6 – DEFINITIONS

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.2 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 6.3 Construction Cost – ♦
The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.
- 6.4 Constructor
Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- 6.5 Contractor - □
The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.
- 6.6 Documents
As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.
- 6.7 ENGINEER's Subcontractor
A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.
- 6.8 Reimbursable Expenses
The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.
- 6.9 Resident Project Representative - □
The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").
- 6.10 Standard General Conditions - □
The Standard General Conditions of the Construction Contract (No. N.A.) of the Engineers Joint Contract Documents Committee.

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

6.11 Total Project Costs - ♦

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

6.12 Work - □

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

♦ This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.

Exhibit A - Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

This Agreement (consisting of Pages 1 to 12 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

By: Christopher Clark
Title: Town Administrator

Date: _____

Address for giving notices:

Town Hall
732 Main Street
Harwich, MA 02645

ENGINEER:

By: David F. Young
Title: Vice President

Date: 4-26-19

Address for giving notices:

CDM Smith
75 State Street, Suite 701
Boston, MA 02109

EXHIBIT A
TO
AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an exhibit attached to and made a part of the Agreement dated _____, 2019, between CDM Smith Inc. (ENGINEER) and the Town of Harwich, Massachusetts (OWNER) for professional services related to Clean Waters Community Partnership with Barnstable, Dennis, Harwich, and Yarmouth through the Massachusetts Best Practices Compact Program.

1.0 Engineer's Services

Task 1.0: Support for the Dennis, Harwich, and Yarmouth (DHY) Clean Waters Community Partnership

Subtask 1.1 – Coordinate and Facilitate DHY Partnership

- ENGINEER will refine regional wastewater alternatives and related costs for the individual town's wastewater management plans per the DHY Community Partnership scenario. Costs will be planning level estimates to be utilized for alternatives analysis, for evaluation of various flow alternatives, and for regional planning. This will also include finalization of the phasing plans within each town and for aligning those phases with the community partnership scenario.
- ENGINEER will assist with filing the Special Legislation required to form a Regional Wastewater District for the towns of Dennis, Harwich, and Yarmouth.
- ENGINEER will assist in the drafting of the District Agreement between the three towns.

Subtask 1.2 – DHY Community Partnership Meetings and Public Outreach

ENGINEER will prepare draft agendas and summary minutes of meetings conducted in regard to development and implementation of the wastewater district. ENGINEER estimates the following meetings will take place:

- Four to five subcommittee/negotiation meetings with the three towns;
- Two to three community meetings to provide an update of status and the intended approach;
- Three individual town meetings (one each in Dennis, Harwich, and Yarmouth);
- Two agency/regulatory meetings including, MassDEP, State Representatives, and the Cape Cod Commission to discuss District implementation issues and development of potential watershed permits for the District.

ENGINEER will Assist with other outreach opportunities as identified by the Towns throughout the project. This may include newspaper articles or press releases, social media, website enhancement, emails to stakeholders or interested parties, brochures, posters or other informational materials, etc.

Subtask 1.3 – Project Management

ENGINEER will produce monthly progress reports documenting the status of the project and work completed and submit with monthly invoices and any related grant reporting documents.

Task 2.0: Support for Barnstable-Yarmouth Community Partnership DiscussionsSubtask 2.1 – Alternatives Refinement and Governance Models

ENGINEER will meet with representatives for Yarmouth and Barnstable to refine regional wastewater alternatives and related costs for Barnstable to treat a certain amount of wastewater conveyed from West Yarmouth and to consider a certain amount of effluent to be recharged at the Buck Island Road site. Planning level cost estimates to be utilized to develop phasing and timing of implementation for these options. Intermunicipal agreements (IMAs), or other alternative governance models, will be assessed for potentially applicable components and success factors that could apply to Yarmouth and Barnstable, should the communities decide to move forward with a partnership.

Subtask 2.2 – Barnstable-Yarmouth Partnership Meetings and Public Outreach

ENGINEER will prepare draft agendas and summary minutes of meetings conducted in regard to development and implementation of the wastewater partnership. ENGINEER estimates the following meetings will take place:

- One to two subcommittee/negotiation meetings with the two towns;
- One to two community meetings to provide an update of status and the intended approach;
- One agency/regulatory meeting including MassDEP, State Representatives, and the Cape Cod Commission to discuss IMA implementation issues and development of potential watershed permits for this scenario.

ENGINEER will Assist the two communities with outreach opportunities as identified by the Towns throughout the project. This may include newspaper articles or press releases, social media, website enhancement, emails to stakeholders or interested parties, brochures, posters or other informational materials, etc.

2.0 Owner's Responsibilities

- 2.1 Furnish to ENGINEER, as requested by ENGINEER for the performance of Services as required by the Contract Documents, the following:
 - Provide timely review and comments on documents produced;
 - Provide appropriate input on how the DHY and Barnstable options fit within the Harwich Comprehensive Wastewater Management Plan; and
 - Provide other special data or consultation not specifically noted above.
- 2.2 Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 2.3 Bear all costs incident to compliance with the requirements of OWNER's Responsibilities.
- 2.4 Provide the name of an individual authorized on behalf of OWNER to provide day-to-day direction to the ENGINEER and to coordinate timely review and input back to the ENGINEER as the services of this Agreement are performed.

3.0 Time Period for Performance

3.1 The project will be driven by agency and OWNER reviews and approvals. The ENGINEER will periodically review the projected schedule with the OWNER. The tasks noted herein shall be completed on or about February 15, 2020. OWNER and ENGINEER can extend time period as needed and as expressed in writing.

4.0 Method of Payment

4.1 The method of payment for Services rendered by ENGINEER shall be as set forth below:

For Basic Services Rendered

The OWNER agrees to pay the ENGINEER for work done of its personnel on the basis of direct labor cost times a factor of 2.95. Direct labor cost is defined as chargeable salaries without fringe benefits as incurred by ENGINEER’s personnel for the time directly utilized on the work covered by this Agreement.

Actual out-of-pocket expense costs are all costs other than direct labor costs that are incurred during the progress of the work. The actual out-of-pocket expense costs include: automobile rental if required, mileage charges, parking, tolls, taxi, meals, lodging, telephone, printing and reproduction costs, and other miscellaneous costs incurred specifically for this project. The charges for rental of field equipment will be at the ENGINEER's regular rates.

For work done by subcontract or consultants, at the actual cost to the ENGINEER of such services.

The not to exceed authorized value of this contract is \$50,000 (fifty thousand dollars). For information purposes only the cost by task is divided approximately as follows:

Task No.	Description	Amount
Task 1	DHY Clean Waters Community Partnership	\$40,000
Task 2	Barnstable-Yarmouth Partnership	\$10,000
Total		\$50,000

Terms

ENGINEER shall submit monthly invoices and OWNER shall make prompt monthly payments in response to said monthly invoices.

5.0 Special Provisions

OWNER has established the following special provisions and/ or other considerations or requirements in respect to this Agreement:

None.



Document G701™ – 2017

C

Change Order

PROJECT: (Name and address) Harwich Fire Station #2_ 17032.00 Harwich, MA 02645	CONTRACT INFORMATION: Contract For: General Construction Date: 06/01/2018	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: May 7, 2019
OWNER: (Name and address) Harwich Fire Department Harwich, MA 02645	ARCHITECT: (Name and address) Kaestle Boos Associates, Inc. Foxborough, MA 02035	CONTRACTOR: (Name and address) Mill City Construction Lincoln, RI 02865

THE CONTRACT IS CHANGED AS FOLLOWS:



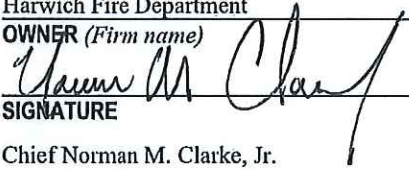
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COP	Description	Amount
COP#001R3	Electrical Changes	\$37,220.73
COP#031	Blocking and Soffit Support	\$847.52
COP#032	Winter Conditions #2	\$1,501.08
COP#037	Undercounter Refrigerator Power	\$1,337.17 ✓
COP#043	J-Channel @ CPVC Corner Boards	\$1,016.35
COP#046	Trench Drain Alterations	\$4,479.77
TOTAL		\$46,402.62

The original Contract Sum was	\$	5,640,812.00
The net change by previously authorized Change Orders	\$	52,210.49
The Contract Sum prior to this Change Order was	\$	5,693,022.49
The Contract Sum will be increased by this Change Order in the amount of	\$	46,402.62
The new Contract Sum including this Change Order will be	\$	5,739,425.11
The Contract Time will be unchanged by Zero (0) days.		
The new date of Substantial Completion will be		

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

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

Kaestle Boos Associates, Inc. ARCHITECT (Firm name)	Mill City Construction CONTRACTOR (Firm name)	Harwich Fire Department OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
Todd M. Costa, AIA Associate Principal, Associate Principal PRINTED NAME AND TITLE	Stephen Traghella, LEED AP Project Manager PRINTED NAME AND TITLE	Chief Norman M. Clarke, Jr. PRINTED NAME AND TITLE
5/7/19 DATE	5/8/19 DATE	5/8/19 DATE

Julie E. Kavanagh, Chair

Date

All associated schedule impact and cost are required to be issued with the change order proposal per the contract. As no such documentation was provided no additional time or value will be considered in accordance with this change.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by

changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes (except weather) beyond the Contractor's control; or by delay authorized by the Owner ~~pending mediation and arbitration~~; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. The Contractor shall have no claim for damages on account of any delay. The Contractor's sole remedy for any delay shall be an extension of time, provided that the Contractor complies with the Notice requirements contained in Section 15.1.2., and this shall be the Contractor's sole remedy for such delay. Under no circumstances will the Contractor be entitled to an increase in the Contract Sum, or to any other damages, on account of or in connection with any delay, regardless of the cause of such delay, and Contractor agrees not to make any claim for such damages, including, but not limited, claims for damages on account of having to perform out-of-sequence work, claims for damages on account of loss of production, and claims for damages on account of hindrances or interference with the work.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

~~§ 8.3.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~

§ 8.3.4 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom. The Owner shall not extend the Contract Time due to a delay until all contract float is identified and used.

§ 8.3.5 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, except as and to the extent expressly provided in G.L. c. 30, §39N. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article. ~~No extension of time, or increase in the Contract Sum shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor.~~

Peter D. Gaudreau, Assoc. AIA
Construction Administrator

KAESTLE BOOS ASSOCIATES, INC
16 Chestnut Street, Suite 301, Foxborough, MA 02035
Office: 508-549-9906 | Cell: 774-526-8885

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

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

RCOP NO. 001R3

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:
 KBA – CT/MA/NH
 Owner
 Official
 Consultant
 Consultant

DATE: July 9, 2018
4/15/19

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

Description:

KBA/GGD has reviewed COP#001R3 and finds it to be fair and reasonable.
KBA recommends approval of COP#001R3 to the Owner.

Attachments: COP No.

M#66182
J#850 126 00.00

DATE: April 12, 2019

MEMO

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

FROM: David M. Pereira, P.E., Principal



DEPT: Electrical

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #1R3 – PR-001 Electrical Changes

Please be advised as follows:

We have reviewed the American Electrical Construction, Inc. portion of Change Order Request No. 1R3 in the amount of \$37,220.73 for costs associated with electrical changes issued in PR-001. We find the amount to be fair and reasonable and recommend approval.

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

DMP: gp

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.



RECEIVED
April 11, 2019
Garcia Galuska & DeSousa

4/11/2019

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

**Re: Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #1R3 - PR #001 - Electrical Changes**

Todd,

Attached is a breakdown of costs for the requested work in COR #1R1 returned via Submittal Exchange on 2/26/18 and marked "revise and resubmit".

Items included in this COR are as follows:

- Please see the attached quote and breakdown received from American Electrical Construction, Inc.

Please be advised that this COR will add 5 working days to the contract time schedule plus any lead times for the additional materials. Please sign and return at your earliest convenience.

The total cost of this change is **\$37,220.73**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #1R3													
Breakdown of costs for PR #001 - Electrical Changes													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	American Electrical Const., Inc.	\$ 35,053.96			\$ -	\$ -		\$ -	\$ -			\$ -	\$ 35,053.96
2		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
3		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
4		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
5		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
6		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
7		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
8		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
9		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
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27		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
28		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
29		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
30		\$ -			\$ -	\$ -		\$ -	\$ -			\$ -	\$ -
	SUB TOTALS	\$ 35,053.96			\$ -	\$ -		\$ -	\$ -			\$ -	\$ 35,053.96
	5% Profit on Sub.												\$ 1,752.70
	10% OH&P on G.C.												\$ -
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 414.07
	TOTALS											Grand Total	\$ 37,220.73

Job ID: 2018-04-23-01.3
 Project: Harwich, Fire Station #2 (CP #01.3; PR #001-01)



Bid Summary Report

Vendor: GB_BOSTON Labor Level: LABOR 2 4 Apr 2019 12:45:59
 Tax Rate status: Default Bid Name: HARWICH, FIRE STATION #2 Bid Template: BASIC (EXPANDED O&P) V5

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	RESIDENTIAL SERVICE	0.00	98.99	0.00	0.00	5.67
	UNASSIGNED QES	2,755.00	98.99	0.00	0.00	5.67
	UNASSIGNED QES > SKE-002 > DETAIL 3	0.00	64.47	0.00	0.00	4.89
	UNASSIGNED QES > SKE-004	0.00	0.00	0.00	2,700.00	0.00
	UNASSIGNED QES > SKE-004 > DETAIL #001	0.00	329.43	0.00	0.00	13.94
	UNASSIGNED QES > SKE-004 > DETAIL #002	0.00	187.29	0.00	0.00	6.92
	UNASSIGNED QES > SKE-004 > DETAIL #003	0.00	61.51	0.00	0.00	4.67
	UNASSIGNED QES > SKE-003	0.00	483.48	0.00	0.00	33.70
	UNASSIGNED QES > SKE-005 > DETAIL 3	0.00	425.42	0.00	0.00	14.28
	UNASSIGNED QES > SKE-006	6,150.00	0.00	0.00	0.00	0.00
	UNASSIGNED QES > SKE-007	0.00	792.26	0.00	0.00	58.63
	UNASSIGNED QES > SKE-009	0.00	246.64	0.00	0.00	13.85
	UNASSIGNED QES > SKE-010	2,595.00	0.00	0.00	0.00	0.00
	UNASSIGNED QES > SKE-010 > DETAIL 1	0.00	425.00	0.00	0.00	1.84
	UNASSIGNED QES > SKE-010 > DETAIL 2	0.00	199.00	0.00	0.00	2.03
Sheet Totals:		11,500.00	3,412.49	0.00	2,700.00	166.08
Tax:		0.00	0.00	0.00	0.00	
Sub Total (Quo/Mat/Equip/Sub):					17,612.49	
Sales Tax:					0.00	
Sub Total:					17,612.49	17,612.49
Direct Labor \$:						14,254.75
Indirect Labor \$:						0.00
Labor Escalation:						0.00
Labor Tax:						0.00
Direct Job Costs (0.00%):						0.00
Prime Cost:						31,867.24
Overhead (Avg. 0.00%):						0.00
Net Cost:						31,867.24
Profit (Avg. 10.00%):						3,186.72
Job Tax:						0.00
Bond (0.0000%):						0.00
Selling Price:						35,053.96

Bid Notes:

TAX RATES	
Material:	0.0000%
Quote:	0.0000%
Labor:	0.0000%
Equipment:	0.0000%
Subcontract:	0.0000%
Job:	0.0000%
MISCELLANEOUS	
Avg. Lbr. Rate (Cost):	85.83
Avg. Lbr. Rate (Bid):	94.41
Total Square Feet:	9,494.00
Cost Per Sq. Ft.:	3.69
Labor \$ Per Sq. Ft.:	1.50
Labor Hrs Per Sq. Ft.:	0.02
Quantity of Units:	1.00
Cost Per Unit:	35,053.96
Calc. Adjustment:	0.00%

American Electrical Construction, Inc. 180 South Meadow Road Phone: 508-747-5600
 Plymouth, MA 02360 Web:

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACH-OPERATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	163.75	1.84	0.50	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	163.75	1.84	0.50	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	163.75	1.84	0.50	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	163.75	1.84	0.50	--	--	--	--	--	--	--

TOTAL ADJUSTED LABOR HOURS: 166.08

DIRECT LABOR						
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	FOREMEN (WORKING)	REGULAR	1	\$88.73	81.87	\$7,264.97
	JOURNEYMEN	REGULAR	1	\$82.92	81.87	\$6,789.20
MACH-OPERATOR	FOREMEN (WORKING)	REGULAR	1	\$88.73	0.92	\$81.50
	JOURNEYMEN	REGULAR	1	\$82.92	0.92	\$76.16
LOW VOLTAGE TECH	FOREMEN (WORKING)	REGULAR	1	\$88.73	0.25	\$22.18
	JOURNEYMEN	REGULAR	1	\$82.92	0.25	\$20.73

AVERAGE DIRECT LABOR RATE: \$85.83

TOTAL DIRECT LABOR: \$14,254.75

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$

TOTAL INDIRECT LABOR: \$0.00

DIRECT LABOR TOTAL:	14,254.75
INDIRECT LABOR TOTAL:	0.00
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$14,254.75
MATERIAL:	3,412.49
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$3,412.49

QUOTES

Component	Vendor	Amount
ARC FAULT CIRCUIT BREAKERS	03-05	6,150.00
FIXTURES	03-05	2,755.00
MANHOLES, FRAMES AND COVERS	03-15	2,595.00

QUOTED MATERIAL:	11,500.00
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$11,500.00

SUBCONTRACTS

Component	Vendor	Amount
FIRE ALARM SUBCON	03-22	2,700.00

SUBCONTRACTS:	2,700.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$2,700.00

EQUIPMENT

Component	Vendor	Amount

EQUIPMENT:	0.00
ADJUSTMENT:	0.00
EQUIPMENT TAX:	0.00
EQUIPMENT TOTAL:	\$0.00

DIRECT JOB COSTS

Description	Dollars

TOTAL DIRECT JOB COSTS:	\$0.00
JOB COST w/NO OVERHEAD:	\$31,867.24

OVERHEAD

MATERIAL OVERHEAD:	0.00
QUOTES OVERHEAD:	0.00
LABOR OVERHEAD:	0.00
SUBCONTRACTS OVERHEAD:	0.00
EQUIPMENT OVERHEAD:	0.00
DJC OVERHEAD:	0.00

TOTAL OVERHEAD:	\$0.00
JOB COST w/OVERHEAD:	\$31,867.24

PROFIT	
MATERIAL PROFIT:	341.25
QUOTES PROFIT:	1,150.00
LABOR PROFIT:	1,425.47
SUBCONTRACTS PROFIT:	270.00
EQUIPMENT PROFIT:	0.00
DJC PROFIT:	0.00

TOTAL PROFIT:	\$3,186.72
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MISCELLANEOUS	
JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL:	0.00
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BID TOTAL:	\$35,053.96
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Job ID: 2018-04-23-01.3
 Project: Harwich, Fire Station #2 (CP #01.3; PR #001-01)



Takeoff

Vendor: GB_BOSTON

Labor Level: LABOR 2

4 Apr 2019 12:47:14

Phase: RESIDENTIAL SERVICE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
TITLE	2		M	3/4 EMT/P-STRING	1G STUB/4"sq /MTL-STD	0.0000	0.00
150010	2	EA	M	1-1/2"D 21.0-CI	4"SQ CMB-KO FH-BRKT	5.9500	11.90
150052	2	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.9000	3.80
160559	4	EA	M	#10 x 1"	TEK SCREW	0.0558	0.22
10047	20	FT	M	3/4	EMT	0.7600	15.20
30108	2	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	2.16
630061	4	EA	M	3/4	COND SNP-CLOSE HGR TO SCRW-ON STUD-WALL	0.7924	3.17
160559	8	EA	M	#10 x 1"	TEK SCREW	0.0558	0.45
30178	4	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	4.28
40157	4	EA	M	3/4	PLASTIC BUSHING	0.3132	1.25
500093	24	FT	M		PULL LINE (STRING)	0.0166	0.40
2090498	2	EA	M	PCX6BK20	PATCHCORD CAT6 NX6 BOOTED BLACK 20FT	28.0800	56.16
Phase Totals:							98.99

Phase: UNASSIGNED QES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
TITLE	2		M	3/4 EMT/P-STRING	1G STUB/4"sq /MTL-STD	0.0000	0.00
150010	2	EA	M	1-1/2"D 21.0-CI	4"SQ CMB-KO FH-BRKT	5.9500	11.90
150052	2	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.9000	3.80
160559	4	EA	M	#10 x 1"	TEK SCREW	0.0558	0.22
10047	20	FT	M	3/4	EMT	0.7600	15.20
30108	2	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	2.16
630061	4	EA	M	3/4	COND SNP-CLOSE HGR TO SCRW-ON STUD-WALL	0.7924	3.17
160559	8	EA	M	#10 x 1"	TEK SCREW	0.0558	0.45
30178	4	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	4.28
40157	4	EA	M	3/4	PLASTIC BUSHING	0.3132	1.25

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Phase: UNASSIGNED QES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
500093	24	FT	M		PULL LINE (STRING)	0.0166	0.40
2090498	2	EA	M	PCX6BK20	PATCHCORD CAT6 NX6 BOOTED BLACK 20FT	28.0800	56.16
Phase Totals:							98.99

Phase: UNASSIGNED QES

└SubPhase: SKE-002
└Level: DETAIL 2

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				CHNAGED SINGLE SIDED EXIT TO DOUBLE SIDED EXIT.		
Phase Totals:							0.00

Phase: UNASSIGNED QES

└SubPhase: SKE-002
└Level: DETAIL 3

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
TITLE	1		M	#12	EXIT SIGN 1-FACE SURFACE /T-BAR	0.0000	0.00
120425	1	EA	M		EXIT SURFACE MTD 1-FACE	0.0000	0.00
150208	1	EA	M	1-1/2"D 15.5-CI	4" OCTAGON BX CLAMPS	7.7037	7.70
100079	1	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	0.54
160688	1	EA	M	24"	T-BAR BOX HANGER	5.1430	5.14
100068	2	EA	M	#18 to 10	WIRE-NUT SML -YELLOW	0.1267	0.25
100070	3	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.59
70258	50	FT	M	12/3	MC CABLE - ALUM JKT W/G	0.7000	35.00
630384	5	EA	M	14>10-2 (2-CBL)	AC/MC HMR-ON BOT-MTD 1/4-FLNG HGR PSH-IN	2.8114	14.06
160602	2	EA	M	7"	TY-WRAP	0.3000	0.60
670015	1	EA	M	3/8	BX /MC 2-SCR SINGLE STR-CONNECTOR	0.4544	0.45
100253	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0683	0.14
Phase Totals:							64.47

Phase: UNASSIGNED QES

└SubPhase: SKE-004
└Level: DETAIL #001

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				20 AMP TAMPER USB RECEPTACLE		

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Phase: UNASSIGNED QES
 ↳ SubPhase: SKE-004
 ↳ Level: DETAIL #001

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
140026	3	EA	M	20A 2P3W	SGL RECPT 125V N5-20R SPEC- GRADE	50.0000	150.00
140490	3	EA	M	15>20A ST	1G S-STL SGL RECEPT PLATE	5.9500	17.85
150028	3	EA	M	1-1/2"D 21.0-CI	4"SQ NO BRKT BX/MC CLMP	5.9574	17.87
150051	3	EA	M	5/8"RISE 4,8-CI	1G 4"SQ PLASTER-RING	1.9000	5.70
640001	3	EA	M		4-Sq HGR SCREW TO STUD-WALL	0.4473	1.34
160559	18	EA	M	#10 x 1"	TEK SCREW	0.0558	1.00
100079	3	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	1.61
100070	3	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.59
70257	75	FT	M	12/2	MC CABLE - ALUM JKT W/G	0.7000	52.50
630384	8	EA	M	14>10-2 (2-CBL)	AC/MC HMR-ON BOT-MTD 1/4-FLNG HGR PSH-IN	2.8114	22.49
630354	6	EA	M	14-2>10-3 & 3/8	MC/AC/FLEX HGR PUSH-IN MTL/WOOD/STUD	1.2031	7.22
670015	6	EA	M	3/8	BX /MC 2-SCR SINGLE STR-CONNECTOR	0.4544	2.73
100253	6	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0683	0.41
630367	3	EA	M		METAL/WOOD STUD PROTECTION PLATE	0.3413	1.02
0 RECEPTACLE CONFERENCE ROOM							
TITLE	1		M	#12 MC	20A 2P3W-125V N5-20R REG SGL-RECPT	0.0000	0.00
140024	1	EA	M	20A 2P3W	SGL RECPT 125V N5-20R COMM-GRADE	2.0477	2.05
140490	1	EA	M	15>20A ST	1G S-STL SGL RECEPT PLATE	5.9500	5.95
150028	1	EA	M	1-1/2"D 21.0-CI	4"SQ NO BRKT BX/MC CLMP	5.9574	5.96
150051	1	EA	M	5/8"RISE 4,8-CI	1G 4"SQ PLASTER-RING	1.9000	1.90
640001	1	EA	M		4-Sq HGR SCREW TO STUD-WALL	0.4473	0.45
160559	6	EA	M	#10 x 1"	TEK SCREW	0.0558	0.33
100079	1	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	0.54
100070	1	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.20
70257	25	FT	M	12/2	MC CABLE - ALUM JKT W/G	0.7000	17.50
630384	3	EA	M	14>10-2 (2-CBL)	AC/MC HMR-ON BOT-MTD 1/4-FLNG HGR PSH-IN	2.8114	8.43
630354	2	EA	M	14-2>10-3 & 3/8	MC/AC/FLEX HGR PUSH-IN MTL/WOOD/STUD	1.2031	2.41
670015	2	EA	M	3/8	BX /MC 2-SCR SINGLE STR-CONNECTOR	0.4544	0.91
100253	2	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0683	0.14
630367	1	EA	M		METAL/WOOD STUD PROTECTION PLATE	0.3413	0.34

Phase Totals: 329.43

Phase: UNASSIGNED QES
 ↳ SubPhase: SKE-004

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Phase: UNASSIGNED QES
 ↳SubPhase: SKE-004
 ↳Level: DETAIL #002

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				20 AMP TAMPER USB RECEPTACLE		
140026	2	EA	M	20A 2P3W	SGL RECPT 125V N5-20R SPEC- GRADE	50.0000	100.00
140490	2	EA	M	15>20A ST	1G S-STL SGL RECEPT PLATE	5.9500	11.90
150028	2	EA	M	1-1/2"D 21.0-CI	4"SQ NO BRKT BX/MC CLMP	5.9574	11.91
150051	2	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	1.9000	3.80
640001	2	EA	M		4-Sq HGR SCREW TO STUD-WALL	0.4473	0.89
160559	12	EA	M	#10 x 1"	TEK SCREW	0.0558	0.67
100079	2	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	1.07
100070	2	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.39
70257	50	FT	M	12/2	MC CABLE - ALUM JKT W/G	0.7000	35.00
630384	5	EA	M	14>10-2 (2-CBL)	AC/MC HMR-ON BOT-MTD 1/4-FLNG HGR PSH-IN	2.8114	14.06
630354	4	EA	M	14-2>10-3 & 3/8	MC/AC/FLEX HGR PUSH-IN MTL/WOOD/STUD	1.2031	4.81
670015	4	EA	M	3/8	BX /MC 2-SCR SINGLE STR-CONNECTOR	0.4544	1.82
100253	4	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0683	0.27
630367	2	EA	M		METAL/WOOD STUD PROTECTION PLATE	0.3413	0.68
Phase Totals:							187.29

Phase: UNASSIGNED QES
 ↳SubPhase: SKE-004
 ↳Level: DETAIL #003

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				20 RECEPTACLE		
TITLE	1		M	3/4 EMT #12	20A 2P3W-125V N5-20R SGL-COM -RECPT	0.0000	0.00
140024	1	EA	M	20A 2P3W	SGL RECPT 125V N5-20R COMM-GRADE	2.0477	2.05
140490	1	EA	M	15>20A ST	1G S-STL SGL RECEPT PLATE	5.9500	5.95
150291	1	EA	M	3-1/2"DEEP 22.5-CI	1G MASONRY-BOX	4.3464	4.35
150005	1	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KO NO BRKT	5.9500	5.95
150089	1	EA	M		4"SQ BLANK CVR	1.4128	1.41
640025	1	EA	M	1/8 >1/4" FLANGE	COMB BOX & 1/2 > 3/4" SNP CLS COND HGR	3.6792	3.68
100079	2	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	1.07
100070	3	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.59
10047	25	FT	M	3/4	EMT	0.7600	19.00
30178	2	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	2.14

Phase: UNASSIGNED QES
 SubPhase: SKE-004
 Level: DETAIL #003

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
30108	3	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	3.24
70033	55	FT	M	12	THHN/THWN CU (STR)	0.1100	6.05
70115	28	FT	M	12	GREEN THHN CU (GRD 20A)	0.1100	3.08
630110	3	EA	M	3/4	COND HAMMER-ON HGR 1/4-FLANGE PUSH-IN HD	0.9830	2.95
Phase Totals:							61.51

Phase: UNASSIGNED QES
 SubPhase: SKE-003

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				LS4 FIXTURES		
500167	4	EA	M	MISC	MATERIAL	0.0000	0.00
500168	6	EA	M	MISC	LABOR HOURS	0.0000	0.00
100076	4	EA	M		GROUND SCREW	0.0461	0.18
100068	4	EA	M	#18 to 10	WIRE-NUT SML - YELLOW	0.1267	0.51
100070	8	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	1.56
160152	8	EA	M	1/4 x 4"	TOGGLE BOLT	0.5054	4.04
160186	8	EA	M	1/4 x 1 1/4"	FENDER WASHER (PLT)	0.0559	0.45
150208	4	EA	M	1-1/2"D. 15.5-CL	4" OCTAGON BX CLAMPS	7.7037	30.81
150246	4	EA	M	5-8" RISE 3.8-CI	4" OCTAGON PLASTER RING	2.8389	11.36
640020	8	EA	M		STUD BRACKET ADJ. 11" TO 18" OC	1.7774	14.22
160563	24	EA	M	#10 x 1"	SHEET METAL SCREW	0.0760	1.82
70258	75	FT	M	12/3	MC CABLE -ALUM JKT W/G	0.7000	52.50
160801	20	EA	M		ROMEX-BX STAPLES	0.0290	0.58
670015	1	EA	M	3/8	BX /MC 2-SCR SINGLE STR-CONNECTOR	0.4544	0.45
100253	8	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0683	0.55
TITLE	75		M		3/4 EMT W/#12 MTD ON TOP T-BAR	0.0000	0.00
10047	75	FT	M	3/4	EMT	0.7600	57.00
30108	8	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	8.64
30178	2	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	2.14
70033	248	FT	M	12	THHN/THWN CU (STR)	0.1100	27.28
70115	83	FT	M	12	GREEN THHN CU (GRD 20A)	0.1100	9.13
630196	9	EA	M	3/4	COND PUSH-IN HGR SIDE-MTD ABOVE T-BAR	0.9377	8.44
120682	216	FT	M		DROP WIRE (COLORED)	0.9800	211.68

Phase: UNASSIGNED QES
 SubPhase: SKE-003

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				LINE VOLTAGE SWITCH		
500167	1	EA	M	MISC	MATERIAL	0.0000	0.00
500168	1	EA	M	MISC	LABOR HOURS	0.0000	0.00
150099	1	EA	M	1/2"D 7.3-CI	4"SQ 1-GFCI RAISED CVR	5.5000	5.50
150005	1	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KO NO BRKT	5.9500	5.95
160563	4	EA	M	#10 x 1"	SHEET METAL SCREW	0.0760	0.30
160169	4	EA	M	#10	FLAT WASHER (PLT)	0.0345	0.14
100079	1	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	0.54
100070	2	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.39
10047	15	FT	M	3/4	EMT	0.7600	11.40
30178	2	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	2.14
30108	2	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	2.16
70033	45	FT	M	12	THHN/THWN CU (STR)	0.1100	4.95
70115	15	FT	M	12.	GREEN THHN CU (GRD 20A)	0.1100	1.65
160768	2	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.4726	0.95
160563	2	EA	M	#10 x 1"	SHEET METAL SCREW	0.0760	0.15
160169	2	EA	M	#10	FLAT WASHER (PLT)	0.0345	0.07
160768	2	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.4726	0.95
140262	1	EA	M	20A	1P TOGGLE COMMERCIAL -GRADE	2.9025	2.90
Phase Totals:							483.48

Phase: UNASSIGNED QES
 SubPhase: SKE-005
 Level: DETAIL 1

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				MECHANICAL SCHEDULE INDICATES NO COST		
Phase Totals:							0.00

Phase: UNASSIGNED QES
 SubPhase: SKE-005
 Level: DETAIL 2

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				MECHANICAL SCHEDULE INDICATES NO COST		

Phase Totals: 0.00

Phase: UNASSIGNED QES
 ↳ SubPhase: SKE-005
 ↳ Level: DETAIL 3

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
20110	2	EA	M	2	GRC 90-DEG ELBOW	28.0000	56.00
30284	2	EA	M	2	PVC FEMALE ADAPTER	0.6353	1.27
10005	10	FT	M	2	GRC	7.0800	70.80
10168	2	EA	M	2	CONDUIT CUT & THREAD	1.0000	2.00
30005	2	EA	M	2	GRC COUPLING	1.4796	2.96
40197	2	EA	M	2	GRD BUSHING INSULATED	18.2845	36.57
70067	120	FT	M	2	XHHW CU (STR)	1.0900	130.80
70063	30	FT	M	8	XHHW CU (STR)	0.2990	8.97
240012	8	FT	M	1 5/8" x 1 5/8"H	U-STRUT SGL-CHNL 12G STD GALV	12.0000	96.00
160186	12	EA	M	1/4" x 1 1/4"	FENDER WASHER (PLT)	0.0559	0.67
160485	12	EA	M	3/8 x 3"	LAG BOLT	0.2817	3.38
240039	4	EA	M	2	STRUT CLAMP	4.0000	16.00
Phase Totals:						425.42	

Phase: UNASSIGNED QES
 ↳ SubPhase: SKE-005
 ↳ Level: DETAIL 4

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				NO CHARGE		
Phase Totals:						0.00	

Phase: UNASSIGNED QES
 ↳ SubPhase: SKE-007

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				CARBON MONOXIDE DETECTORS		
500167	10	EA	M	MISC	MATERIAL	0.0000	0.00
500168	10	EA	M	MISC	LABOR HOURS	0.0000	0.00
150045	10	EA	M	2-1/8"D 30.3-CI	4"SQ MS BRKT BX/MC CLMP	5.9500	59.50
10047	100	FT	M	3/4	EMT	0.7600	76.00
30108	10	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	10.80
30178	10	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	10.70

American Electrical Construction, Inc.

180 South Meadow Road
 Plymouth, MA 02360

Phone: 508-747-5600

Web: www.americanelectricalconstruction.com

Phase: UNASSIGNED QES
 SubPhase: SKE-007

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
90177	150	FT	M	#14 2/C Red	FA CBL UNSHIELDED GEN-PURPOSE	1.2000	180.00
	0				MONITOR MODULES		
500167	10	EA	M	MISC	MATERIAL	0.0000	0.00
500168	10	EA	M	MISC	LABOR HOURS	0.0000	0.00
150045	10	EA	M	2-1/8"D 30.3-CI	4"SQ MS BRKT BX/MC CLMP	5.9500	59.50
10047	50	FT	M	3/4	EMT	0.7600	38.00
30108	5	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	5.40
30178	5	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	5.35
90177	50	FT	M	#14 2/C Red	FA CBL UNSHIELDED GEN-PURPOSE	1.2000	60.00
	0				TRUNK LINE		
150129	4	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1KO	5.4500	21.80
10048	50	FT	M	1	EMT	1.3000	65.00
30109	5	EA	M	1	EMT STEEL-SS COUPLING	1.2000	6.00
160769	2	EA	M	1	EMT 1-HOLE STEEL STRAP	1.5041	3.01
30179	10	EA	M	1	EMT STEEL SS CONNECTOR	1.6507	16.51
	0				SPEAKER STROBE		
150045	1	EA	M	2-1/8"D 30.3-CI	4"SQ MS BRKT BX/MC CLMP	5.9500	5.95
10047	50	FT	M	3/4	EMT	0.7600	38.00
30108	5	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	5.40
30178	5	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	5.35
90177	100	FT	M	#14 2/C Red	FA CBL UNSHIELDED GEN-PURPOSE	1.2000	120.00
500167	1	EA	M	MISC	MATERIAL	0.0000	0.00
500168	4	EA	M	MISC	LABOR HOURS	0.0000	0.00
Phase Totals:						792.26	

Phase: UNASSIGNED QES
 SubPhase: SKE-009

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
TITLE	3		M		CARD ACCESS SINGLE DOOR (ROUGH)	0.0000	0.00
50003	45	FT	M	1	FLEXIBLE STEEL CONDUIT	2.5000	112.50
50036	6	EA	M	1	FLEX COND STRAIGHT CONN	3.0132	18.08
40158	6	EA	M	1	PLASTIC BUSHING	0.9895	5.94
160769	15	EA	M	1	EMT 1-HOLE STEEL STRAP	1.5041	22.56
150038	3	EA	M	2-1/8"D 30.3-CI	4"SQ CMB- KO TS- BRKT	5.9500	17.85

American Electrical Construction, Inc.

180 South Meadow Road
 Plymouth, MA 02360

Phone: 508-747-5600

Web: www.americanelectricalconstruction.com

Phase: UNASSIGNED QES

└SubPhase: SKE-009

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
150051	3	EA	M	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	1.9000	5.70
160572	21	EA	M	3/16 x 1-1/4	TAPCON SCREW (5/32 DRILL)	1.6000	33.60
160602	30	EA	M	7"	TY-WRAP	0.3000	9.00
TITLE	1		M	3/4 EMT/P-STRING	1G STUB/4"sq /MTL-STD	0.0000	0.00
150010	1	EA	M	1-1/2"D 21.0-CI	4"SQ CMB- KD FH- BRKT	5.9500	5.95
150052	1	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	1.9000	1.90
160559	2	EA	M	#10 x 1"	TEK SCREW	0.0558	0.11
10047	10	FT	M	3/4	EMT	0.7600	7.60
30108	1	EA	M	3/4	EMT STEEL-SS COUPLING	1.0800	1.08
630061	2	EA	M	3/4	COND SNP-CLOSE HGR TO SCRW-ON STUD-WALL	0.7924	1.58
160559	4	EA	M	#10 x 1"	TEK SCREW	0.0558	0.22
30178	2	EA	M	3/4	EMT STEEL SS CONNECTOR	1.0700	2.14
40157	2	EA	M	3/4	PLASTIC BUSHING	0.3132	0.63
500093	12	FT	M		PULL LINE (STRING)	0.0166	0.20
Phase Totals:							246.64

Phase: UNASSIGNED QES

└SubPhase: SKE-010

└Level: DETAIL 1

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
400072	1	EA	M	17"x 30"x 18"	HANDHOLE STR-WALL OPN-BOTM 22.5K	425.0000	425.00
Phase Totals:							425.00

Phase: UNASSIGNED QES

└SubPhase: SKE-010

└Level: DETAIL 2

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
70147	100	FT	M	2.	BARE CU (STR)	1.9900	199.00
Phase Totals:							199.00

Job Totals: 3,412.49

Job ID: 2018-04-23-01.3
 Project: Harwich, Fire Station #2 (CP #01.3; PR #001-01)



Bid Overview Form

Vendor: GB_BOSTON

Labor Level: LABOR 2

4 Apr 2019 12:46:45 pm

Bid Name: HARWICH, FIRE STATION #2

Bid Template: BASIC (EXPANDED O&P) V5

TOP SHEET

Description	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
DIRECT LABOR HRS	166.08					
DIRECT LABOR DOLLARS		14,254.75				
INDIRECT LABOR HRS						
INDIRECT LABOR DOLLARS						
LABOR TAX						
MATERIAL DOLLARS		3,412.49				
QUOTES DOLLARS		11,500.00				
MATERIAL & QUOTE TAX						
DJC						
SUBCONTRACTS TOTAL		2,700.00				
EQUIPMENT TOTAL						
EQUIP/SUB CONTRACT TAX						
OVERHEAD TOTAL						
PROFIT TOTAL		3,186.72				
MISC TOTAL						

American Electrical Construction, Inc.

180 South Meadow Road
 Plymouth, MA 02360

Phone: 508-747-5600

Web: www.americanelectricalconstruction.com

QUOTES

Description	Budget	Sel	Subtotal	Cost Code																
ARC FAULT CIRCUIT BREAKERS	0.00	<input checked="" type="checkbox"/>	UNDEFINED ITEMS	UNASSIGNED																
<table border="0"> <tr> <td>Sel</td> <td>Quote Amount</td> <td>Vendor</td> <td>Sales Rep</td> <td>Phone</td> <td>Sub</td> <td>Date</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>6,150.00</td> <td>Graybar</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Sel	Quote Amount	Vendor	Sales Rep	Phone	Sub	Date	<input checked="" type="checkbox"/>	6,150.00	Graybar										
Sel	Quote Amount	Vendor	Sales Rep	Phone	Sub	Date														
<input checked="" type="checkbox"/>	6,150.00	Graybar																		
FIXTURES	0.00	<input checked="" type="checkbox"/>	FIXTURES	Q400 - QUO FIXTURE SCHEDULE																
<table border="0"> <tr> <td>Sel</td> <td>Quote Amount</td> <td>Vendor</td> <td>Sales Rep</td> <td>Phone</td> <td>Sub</td> <td>Date</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>2,755.00</td> <td>Graybar</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Sel	Quote Amount	Vendor	Sales Rep	Phone	Sub	Date	<input checked="" type="checkbox"/>	2,755.00	Graybar										
Sel	Quote Amount	Vendor	Sales Rep	Phone	Sub	Date														
<input checked="" type="checkbox"/>	2,755.00	Graybar																		
MANHOLES, FRAMES AND COVERS	0.00	<input checked="" type="checkbox"/>	ALTERNATE ENERGY	UNASSIGNED																
<table border="0"> <tr> <td>Sel</td> <td>Quote Amount</td> <td>Vendor</td> <td>Sales Rep</td> <td>Phone</td> <td>Sub</td> <td>Date</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>2,595.00</td> <td>Shea Concrete Products</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Sel	Quote Amount	Vendor	Sales Rep	Phone	Sub	Date	<input checked="" type="checkbox"/>	2,595.00	Shea Concrete Products										
Sel	Quote Amount	Vendor	Sales Rep	Phone	Sub	Date														
<input checked="" type="checkbox"/>	2,595.00	Shea Concrete Products																		

SUBCONTRACTS

Description	Budget	Sel	Subtotal	Cost Code		
FIRE ALARM SUBCON	0.00	<input checked="" type="checkbox"/>	FIRE ALARM SUBCON	UNASSIGNED		
Sel	Quote Amount	Vendor	Sales Rep	Phone	Sub	Date
<input checked="" type="checkbox"/>	2,700.00	BK Systems				

SUBTOTALS

Subtotal	Material Unit	Factor	Mat Result	Labor Unit	Factor	Labor Result	Quote Unit	Factor	Quote Result
GRC	128.80	1.00	128.80	5.62	1.00	5.62	0.00	1.00	0.00
EMT	342.40	1.00	342.40	25.97	1.00	25.97	0.00	1.00	0.00
PVC FITTINGS	1.27	1.00	1.27	0.74	1.00	0.74	0.00	1.00	0.00
GRC FITTINGS	48.60	1.00	48.60	5.56	1.00	5.56	0.00	1.00	0.00
EMT FITTINGS	129.53	1.00	129.53	10.01	1.00	10.01	0.00	1.00	0.00
HANGERS/SUPPORTS	291.05	1.00	291.05	21.88	1.00	21.88	0.00	1.00	0.00
FLEXIBLE CONDUIT	130.58	1.00	130.58	5.45	1.00	5.45	0.00	1.00	0.00
FIXTURES	0.00	1.00	0.00	1.01	1.00	1.01	2,755.00	1.00	2,755.00
SUPPORTS FIXTURE	211.68	1.00	211.68	3.40	1.00	3.40	0.00	1.00	0.00
DEVICES	257.00	1.00	257.00	2.94	1.00	2.94	0.00	1.00	0.00
PLATES	41.65	1.00	41.65	0.88	1.00	0.88	0.00	1.00	0.00
STEEL BOXES	329.73	1.00	329.73	19.46	1.00	19.46	0.00	1.00	0.00
MISC WIRE/TECK CABLE	361.00	1.00	361.00	5.85	1.00	5.85	0.00	1.00	0.00
THHN/THWN CU	38.28	1.00	38.28	1.97	1.00	1.97	0.00	1.00	0.00
XHHW CU	139.77	1.00	139.77	2.00	1.00	2.00	0.00	1.00	0.00
BARE & GREEN WIRE	212.86	1.00	212.86	2.74	1.00	2.74	0.00	1.00	0.00
ROMEX/BX/UF/MC	192.50	1.00	192.50	11.64	1.00	11.64	0.00	1.00	0.00
WIRE TERMINATIONS	18.48	1.00	18.48	5.63	1.00	5.63	0.00	1.00	0.00
MANHOLES	425.00	1.00	425.00	1.84	1.00	1.84	0.00	1.00	0.00
MISCELLANEOUS ITEMS	0.00	1.00	0.00	31.00	1.00	31.00	0.00	1.00	0.00
ALTERNATE ENERGY	0.00	1.00	0.00	0.00	1.00	0.00	2,595.00	1.00	2,595.00
UNDEFINED ITEMS	0.00	1.00	0.00	0.00	1.00	0.00	6,150.00	1.00	6,150.00
COPPER CONNECTIVITY	112.32	1.00	112.32	0.50	1.00	0.50	0.00	1.00	0.00
FIRE ALARM SUBCON	0.00	1.00	0.00	0.00	1.00	0.00	2,700.00	1.00	2,700.00
Totals:			3,412.49			166.08			14,200.00

DIR LABOR

DIR LABOR	CREW	HOURS	RATE	BURDEN%	BURDEN\$	FRINGE\$	FULLRATE	EXTENSION
ESTIMATED HOURS		166.08						
XFER REG HRS >= OT								
REGULAR HRS		166.08						
OVERTIME HRS		0.00						
REGULAR HRS								
FOREMEN (WORKING)	1.00	83.04	49.18	30.00	14.75	24.80	88.73	7,368.65
JOURNEYMEN	1.00	83.04	44.71	30.00	13.41	24.80	82.92	6,886.10
APPRENTICE	0.00	0.00	0.00	30.00	0.00	24.80	24.80	0.00
SUBTOTAL / AVG	2.00	166.08	46.95				85.83	
OVERTIME HRS								
FOREMEN (WORKING)	0.00	0.00	73.77	30.00	22.13	0.00	95.90	0.00
JOURNEYMEN	0.00	0.00	67.07	30.00	20.12	0.00	87.18	0.00
APPRENTICE	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0.00
SUBTOTAL / AVG	0.00	0.00	0.00				0.00	
FOREMEN (WORKING)								
JOURNEYMEN								
APPRENTICE								
TOTAL / AVG		166.08	46.94				85.83	
TOTAL DIRECT LBR								14,254.75

INDIR LBR

INDIR LBR	HOURS	RATE\$	BURDEN%	BURDEN\$	FRINGES\$	FULLRATE	EXTENSION
MISC INDIRECT LABOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROJECT MANAGER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPERINTENDENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GENERAL FOREMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FOREMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRAFTSMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STOCKMAN / PURCHASING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRUCK DRIVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MOBILIZATION LABOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AS BUILT DRAWINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GUARANTEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL	0.00						0.00

DJC

DJC	QTY	COST/UNIT	%OFDIRLBR	TAX%	EXTENSION
MISC DIRECT JOB COSTS		0.00			0.00
SPECIFIED ALLOWANCES		0.00			0.00
SPECIAL INSURANCE CHG		0.00			0.00
EQUIPMENT DEPRECIATION			0.00		0.00
TOOLS EXPENDABLE			0.00		0.00
FIELD STORAGE (MONTH)	0.00	0.00			0.00
OFFICE TRAILER (MONTH)	0.00	0.00			0.00
FIELD OFFICE UTIL (MONTH)	0.00	0.00			0.00
FIELD TELEPHONE (MONTH)	0.00	0.00			0.00
FIELD TOILET (MONTH)	0.00	0.00			0.00
TEMP FENCING (FEET)	0.00	0.00			0.00
TEMP POWER (AMPS)	0.00	0.00			0.00
TEMP LIGHT (SQ FT)	0.00	0.00			0.00
UTILITY CONNECT CHARGE		0.00			0.00
LIVING ALLOWANCE (DAY)	0.00	0.00			0.00
TRAVEL EXPENSE (MILE)	0.00	0.00			0.00
FREIGHT		0.00			0.00
PERMIT FEE		0.00			0.00
MISC FEES		0.00			0.00
DJC TAX				0.00	0.00
DIR JOB COST TOTAL					0.00

FINAL PRICE

FINAL PRICE	ESTIMATE	ADJ%	ADJ\$	CALC\$	TAX%	%OFJOB
DATABASE MATERIAL	3,412.49	0.00	0.00	3,412.49	0.00	9.73
QUOTED MATERIAL	11,500.00	0.00	0.00	11,500.00	0.00	32.81
MATERIAL/QUOTE TAX				0.00		0.00
MATERIAL TOTAL				14,912.49		
DIRECT LABOR	14,254.75	0.00	0.00	14,254.75	0.00	40.67
INDIRECT LABOR	0.00	0.00	0.00	0.00		0.00
LABOR TAX				0.00		0.00
LABOR TOTAL				14,254.75		
EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
SUBCONTRACTORS	2,700.00	0.00	0.00	2,700.00	0.00	7.70
EQUIP & SUBCONT TAX				0.00		0.00
EQUIP & SUB TOTAL				2,700.00		
DIRECT JOB COSTS	0.00	0.00	0.00	0.00		0.00
SUBTOTAL 1				31,867.24		
MATERIAL OVERHEAD		0.00		0.00		0.00
QUOTES OVERHEAD		0.00		0.00		0.00
LABOR OVERHEAD		0.00		0.00		0.00
EQUIPMENT OVERHEAD		0.00		0.00		0.00
SUBCONTRACTS OVERHEAD		0.00		0.00		0.00
DJC OVERHEAD		0.00		0.00		0.00
TOTAL OVERHEAD				0.00		
SUBTOTAL 2				31,867.24		
MATERIAL PROFIT		10.00		341.25		0.97
QUOTES PROFIT		10.00		1,150.00		3.28
LABOR PROFIT		10.00		1,425.47		4.07
EQUIPMENT PROFIT		10.00		0.00		0.00
SUBCONTRACTS PROFIT		10.00		270.00		0.77
DJC PROFIT		10.00		0.00		0.00
TOTAL PROFIT				3,186.72		
SUBTOTAL 3				35,053.96		
JOB TAX				0.00	0.00	0.00
BOND CALCULATOR		0.00		0.00		0.00
MISC TOTAL				0.00		100.00
JOB TOTAL				35,053.96		

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

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

RCOP NO. 031

ISSUED BY: Pete Gaudreau
Construction Administrator

- COPIES TO:**
- KBA – CT/MA/NH
 - Owner
 - Official
 - Consultant
 - Consultant

DATE: July 9, 2018

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

Description:

KBA/TSE have reviewed COP#031 and finds it to be fair and reasonable.
KBA recommends approval of COP#031 to the Owner.

Attachments: COP No.



APPROVED AS NOTED **KAESTLE BOOS**
pgaudreau 8:49:22 AM 04/16/2019

4/12/2019

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

KBA/TSE have reviewed COP#031 and fin it to be fair and reasonable.
KBA recommends COP#031 for approval to the Owner.

**Re: Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #31 - Blocking & Soffit Support**

Todd,

Attached is a breakdown of costs for the requested work per the response to RFI #59 provided in the field by Dave Toce.

Items included in this COR are as follows:

- Labor by Mill City Construction, Inc. to order the blocking materials, handle the materials, cut & install the materials.
- Please see the attached quote from Scituate Lumber for the materials required.

Please be advised that this COR will add 0 working days to the contract time schedule. Please sign and return at your earliest convenience.

The total cost of this change is **\$847.52**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #31													
Breakdown of costs for Blocking & Soffit Support													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -				\$ -	8	\$ 89.34	\$ 714.72			\$ -	\$ 714.72
2	Scituate Lumber	\$ -	1	LS	\$ 47.18	\$ 47.18			\$ -			\$ -	\$ 47.18
3		\$ -				\$ -			\$ -			\$ -	\$ -
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
7		\$ -				\$ -			\$ -			\$ -	\$ -
8		\$ -				\$ -			\$ -			\$ -	\$ -
9		\$ -				\$ -			\$ -			\$ -	\$ -
10		\$ -				\$ -			\$ -			\$ -	\$ -
11		\$ -				\$ -			\$ -			\$ -	\$ -
12		\$ -				\$ -			\$ -			\$ -	\$ -
13		\$ -				\$ -			\$ -			\$ -	\$ -
14		\$ -				\$ -			\$ -			\$ -	\$ -
15		\$ -				\$ -			\$ -			\$ -	\$ -
16		\$ -				\$ -			\$ -			\$ -	\$ -
17		\$ -				\$ -			\$ -			\$ -	\$ -
18		\$ -				\$ -			\$ -			\$ -	\$ -
19		\$ -				\$ -			\$ -			\$ -	\$ -
20		\$ -				\$ -			\$ -			\$ -	\$ -
21		\$ -				\$ -			\$ -			\$ -	\$ -
22		\$ -				\$ -			\$ -			\$ -	\$ -
23		\$ -				\$ -			\$ -			\$ -	\$ -
24		\$ -				\$ -			\$ -			\$ -	\$ -
25		\$ -				\$ -			\$ -			\$ -	\$ -
26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ -				\$ 47.18			\$ 714.72			\$ -	\$ 761.90
	5% Profit on Sub.												\$ -
	10% OH&P on G.C.												\$ 76.19
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 9.43
	TOTALS											Grand Total	\$ 847.52



Scituate Lumber
 622 Danielson Pike
 North Scituate, RI 02857
 401-647-2988
 Fax: 401-647-2989



QUOTE

1904-730842

PAGE 1 OF 1

SOLD TO

Mill City Construction, Inc.
 7 Old Great Road
 Lincoln RI 02865

JOB ADDRESS

Harwich Fire Station 2
 straghella@mill-city.com
 149 Route 137
 149 Brewster-Chatham road
 Harwich MA 02645
 (401) 766-3100

ACCOUNT

1736

JOB

33

CREATED ON

04/11/2019

EXPIRES ON

05/11/2019

BRANCH

1000

CUSTOMER PO#

STATION

W11

CASHIER

RL

SALESPERSON

RB

ORDER ENTRY

RL

MODIFIED BY

Item	Description	D	Quantity	U/M	Price	Per	Amount
RP212	Ramset Drive Pin 2-1/2 STANDARD PIN (100/ct.)		1	EA	7.6500	EA	7.65
YL100	YELLOW PWR LOAD X-H.D. 100		1	EA	7.0400	EA	7.04
2616SP	2 X 6-16 PREMIUM SPRUCE		3	EA	10.8300	EA	32.49

This quote is valid for 30 days. The estimate is designed to provide an approximation of the amount of material used. The actual amount used may vary due to a number of factors. Scituate Lumber is not responsible for accuracy. THIS IS AN ESTIMATE NOT A BID

MA-Gov 0.00%
 EXE: E
 04-600-1175

Subtotal	47.18
Sales Tax	0.00
Total	47.18

Buyer:

Signature

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

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

RCOP NO. 032

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:

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

DATE: July 9, 2018

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

Description:

KBA has reviewed COP#032 and finds it to be fair and reasonable.
KBA recommends COP#032 for approval to the Owner.

Attachments: COP No. 032



APPROVED AS NOTED
KÆSTLE BOOS
pgaudreau 9:03:17 AM 04/16/2019

4/12/2019

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

KBA has reviewed COP#032 and finds it to be fair and reasonable.
KBA recommends approval of COP#032 to the Owner.

**Re: Harwich Fire Station #2 - Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #32 - Winter Conditions (Labor, 2 Rolls Tie Wire, 2 Bundles of Strapping, 3 rolls of Poly)**

Todd,

Attached is a breakdown of costs for the winter conditions costs incurred by Mill City Construction, Inc. to date to be applied towards CCD-001.

Items included in this COR are as follows:

- Labor by Mill City Construction, Inc. to order the materials, handle the materials, install the materials, heat the space, take down the tenting and dispose of the materials.
- Please see the attached quote from Contractors Supply, Inc. for the materials required.
- Please see the attached quote from Scituate Lumber for the materials required.

Please be advised that this COR will add 2 working days to the contract time schedule. Please sign and return at your earliest convenience.

The total cost of this change is **\$1,501.08**

Respectfully Submitted,

Digitally signed by Stephen Traghella
DN: cn=Stephen Traghella, o=Mill City Construction, Inc., ou,
email=staghella@mill-city.com, c=US
Date: 2019.04.12 16:05:53 -04'00'

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #32													
Breakdown of costs for Winter Conditions (Labor, 2 Rolls Tie Wire, 2 Bundles of Strapping, 3 rolls of Poly)													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Mill City Construction, Inc. - Labor	\$ -				\$ -	8	\$ 89.34	\$ 714.72			\$ -	\$ 714.72
2	Contractors Supply, Inc.	\$ -	1	LS	\$ 508.92	\$ 508.92			\$ -			\$ -	\$ 508.92
3	Scituate Lumber	\$ -	1	LS	\$ 70.00	\$ 70.00			\$ -			\$ -	\$ 70.00
4	Fuel (for heater)	\$ -	20	GAL	\$ 2.79	\$ 55.80			\$ -			\$ -	\$ 55.80
5	Heater Rental (no charge)	\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
7		\$ -				\$ -			\$ -			\$ -	\$ -
8		\$ -				\$ -			\$ -			\$ -	\$ -
9		\$ -				\$ -			\$ -			\$ -	\$ -
10		\$ -				\$ -			\$ -			\$ -	\$ -
11		\$ -				\$ -			\$ -			\$ -	\$ -
12		\$ -				\$ -			\$ -			\$ -	\$ -
13		\$ -				\$ -			\$ -			\$ -	\$ -
14		\$ -				\$ -			\$ -			\$ -	\$ -
15		\$ -				\$ -			\$ -			\$ -	\$ -
16		\$ -				\$ -			\$ -			\$ -	\$ -
17		\$ -				\$ -			\$ -			\$ -	\$ -
18		\$ -				\$ -			\$ -			\$ -	\$ -
19		\$ -				\$ -			\$ -			\$ -	\$ -
20		\$ -				\$ -			\$ -			\$ -	\$ -
21		\$ -				\$ -			\$ -			\$ -	\$ -
22		\$ -				\$ -			\$ -			\$ -	\$ -
23		\$ -				\$ -			\$ -			\$ -	\$ -
24		\$ -				\$ -			\$ -			\$ -	\$ -
25		\$ -				\$ -			\$ -			\$ -	\$ -
26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ -				\$ 634.72			\$ 714.72			\$ -	\$ 1,349.44
	5% Profit on Sub.												\$ -
	10% OH&P on G.C.												\$ 134.94
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 16.70
	TOTALS											Grand Total	\$ 1,501.08



CONTRACTORS SUPPLY, INC.

CONCRETE ACCESSORIES - BUILDING MATERIALS -
SUPPLIES & TOOLS
www.csi-ri.com

REMIT PAYMENT TO:

P.O. BOX 15086
EAST PROVIDENCE, RI 02915
(401) 434-4300 Fax: (401) 434-6173

INVOICE

INVOICE DATE	02/05/19
INVOICE NO.	1302986-00
P.O. NO.	
PAGE #	1

Customer #: 2107

SHIP TO: Harwich Fire Station 2
149 Route 137
Dave McCue 401.316.0200
Harwich, MA

BILL TO: Mill City Construction, Inc.
7 Old Great Road
Lincoln, RI 02865

Dave Curenton
Mon Feb 20 19:02:04 19 0:23:19
D Curenton 1302986-00

SLS REP OUT	TAKEN BY
CSI	kac

INSTRUCTIONS	SHIP POINT	SHIP VIA	SHIPPED	TERMS	PLACED BY
	Contractors Supply, Inc.	Pick Up	02/05/19	Net 30 Days	D Curenton

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)	T X
1	MIWRPPR20 POLY REINFORCED FIRE RESISTANT 20' X 100' 2000S	3	0	3	RL	169.64	508.92	*
1	Lines Total		Qty Shipped Total	3	Total		508.92	
					Taxes		35.62	
					Invoice Total		544.54	

DATE RECEIVED
FEB 11 2019
MILL CITY CONSTRUCTION, INC.

HEADQUARTERS:	3340 PAWTUCKET AVENUE	EAST PROVIDENCE, RI 02915	(401) 434-4300
GREATER WORCESTER:	5B POLITO DRIVE	SHREWSBURY, MA 01545	(508) 792-4300
SOUTH CENTRAL, CT:	45 MCDERMOTT ROAD	NORTH HAVEN, CT 06473	(203) 773-9980
GREATER BOSTON:	233 LIBBEY INDUSTRIAL PKWY	WEYMOUTH, MA 02189	(781) 331-5553



Scituate Lumber
 622 Danielson Pike
 North Scituate, RI 02857
 401-647-2988
 Fax: 401-647-2989

CUSTOMER COPY



INVOICE

1902-721869 PAGE 1 OF 1

SOLD TO
Mill City Construction, Inc. 7 Old Great Road Lincoln RI 02865

SHIP TO
Harwich Fire Station 2 149 Route 137 149 Brewster-Chatham road Harwich MA 02845 (401) 766-3100

ACCOUNT	JOB
1736	33
SOLD ON	2/5/2019 9:48:42 AM
DELIVER ON	2/5/2019
BRANCH	1000
CUSTOMER PO#	HARWICH
STATION	W02
CASHIER	CCH
SALESPERSON	RB
ORDER ENTRY	DH

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1902-C21368								
23	EA	544082	5/4 X 4 8 #2(Premium) WHITE PINE		Y	4.8800	EA	112.24
10	EA	544102	5/4 X 4 10 #2(Premium) WHITE PINE		Y	6.1000	EA	61.00
11.5	EA	544122	5/4 X 4 12 #2(Premium) WHITE PINE		Y	7.3200	EA	84.18
22	EA	544142	5/4 X 4 14 #2(Premium) WHITE PINE		Y	8.5400	EA	187.88
5	EA	544162	5/4 X 4 16 #2 (Premium) WHITE PINE		Y	9.7600	EA	48.80
Order: 1902-C21864								
20	EA	1316FS	1 X 3 -16 FURRING STRIP		Y	3.5000	EA	70.00
45	EA	2816SP	2X8X16 PREMIUM SPRUCE		Y	13.7900	EA	620.55
33	EA	58FCD	4 X 8 X 5/8 CDX FIR PLYWOOD		Y	24.7900	EA	818.07
Eligible for discount of 40.05. Remit 1,962.67 if paid by 03/10/2019.								

Payment Method(s)

Charge to Acct 2,002.72

MA-Gov 0.00% EXE: E 04-600-1175	SubTotal	2,002.72
	Sales Tax	0.00
	Deposit	
Please Pay This Amount		2,002.72

Signature _____

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

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

RCOP NO. 037

COPIES TO:

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

ISSUED BY: Pete Gaudreau
Construction Administrator

DATE: July 9, 2018

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

Description:

KBA/GGD have reviewed COP#037 and find it to be fair and reasonable.
KBA recommends approval of COP#037 to the Owner.

4/1/19

Attachments: COP No.

M#65628
J#850 126 00.00

DATE: March 7, 2019

MEMO

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

FROM: Antonio DaCunha

David M. Pereira, P.E., Principal


Antonio DaCunha


David M. Pereira

DEPT: Electrical

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #37 – Add Refrigerator at Kitchen

Please be advised as follows:

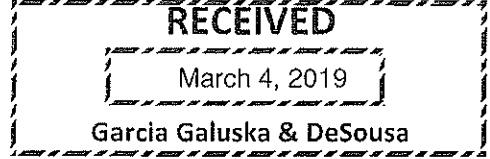
We have reviewed the American Electrical Construction, Inc. portion of Change Order Request No. 37 in the amount of \$1,259.33 for costs associated with labor and material to add circuit for a 2nd refrigerator in the kitchen. We find the amount to be fair and reasonable based on industry standards and recommend your approval.

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

AD: sms

Enc.

Cc: Todd Costa, Kaestle Boos Associates, Inc.



3/4/2019

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

**Re: Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #37 - Add Refrigerator at Kitchen**

Todd,

Attached is a breakdown of costs for the requested work to add a circuit for a 2nd refrigerator or an under the counter refrigerator per our onsite discussion during the project meeting held on 2/27/19.

Items included in this COR are as follows:

- Please see the attached proposal from American Electrical Construction, Inc. for the material and labor for the work involved in adding a circuit for a 2nd refrigerator in the kitchen.

Please be advised that this COR will add 0 working days to the contract time schedule. Please sign and return at your earliest convenience.

The total cost of this change is **\$1,337.17**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #37													
Breakdown of costs to Add Refrigerator at Kitchen													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	American Electrical Construction, Inc.	\$ 1,259.33				\$ -			\$ -			\$ -	\$ 1,259.33
2		\$ -				\$ -			\$ -			\$ -	\$ -
3		\$ -				\$ -			\$ -			\$ -	\$ -
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
7		\$ -				\$ -			\$ -			\$ -	\$ -
8		\$ -				\$ -			\$ -			\$ -	\$ -
9		\$ -				\$ -			\$ -			\$ -	\$ -
10		\$ -				\$ -			\$ -			\$ -	\$ -
11		\$ -				\$ -			\$ -			\$ -	\$ -
12		\$ -				\$ -			\$ -			\$ -	\$ -
13		\$ -				\$ -			\$ -			\$ -	\$ -
14		\$ -				\$ -			\$ -			\$ -	\$ -
15		\$ -				\$ -			\$ -			\$ -	\$ -
16		\$ -				\$ -			\$ -			\$ -	\$ -
17		\$ -				\$ -			\$ -			\$ -	\$ -
18		\$ -				\$ -			\$ -			\$ -	\$ -
19		\$ -				\$ -			\$ -			\$ -	\$ -
20		\$ -				\$ -			\$ -			\$ -	\$ -
21		\$ -				\$ -			\$ -			\$ -	\$ -
22		\$ -				\$ -			\$ -			\$ -	\$ -
23		\$ -				\$ -			\$ -			\$ -	\$ -
24		\$ -				\$ -			\$ -			\$ -	\$ -
25		\$ -				\$ -			\$ -			\$ -	\$ -
26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 1,259.33				\$ -			\$ -			\$ -	\$ 1,259.33
	5% Profit on Sub.												\$ 62.97
	10% O&M on G.C.												\$ -
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 14.88
	TOTALS											Grand Total	\$ 1,337.17

Job ID: 2018-04-23-15
 Project: Harwich, Fire Station #2 (CP #15; 2nd Refrigerator)



Bid Summary Report

Vendor: GB_BOSTON Labor Level: AEC 27 Feb 2019 13:54:09
 Tax Rate status: Default Bid Name: HARWICH, FIRE STATION #2 Bid Template: BASIC (EXPANDED O&P) V5

Drawing	Phase	Quote \$	Material \$	Equip \$	SubCon \$	Labor Hrs
	DEVICES > REFRIGERATOR CIRCUIT	0.00	245.60	0.00	0.00	11.81
Sheet Totals:		0.00	245.60	0.00	0.00	11.81
Tax:		0.00	0.00	0.00	0.00	

Bid Notes:

CP #15 includes Tamper Resistant Receptacle and Arc Fault Circuit Breaker as per plans, specifications and previous PR's. Includes new circuit for 2nd refrigerator routed back to Main Electric Room.

TAX RATES	
Material:	0.0000%
Quote:	0.0000%
Labor:	0.0000%
Equipment:	0.0000%
Subcontract:	0.0000%
Job:	0.0000%
MISCELLANEOUS	
Avg. Lbr. Rate (Cost):	85.83
Avg. Lbr. Rate (Bid):	85.83
Total Square Feet:	0.00
Cost Per Sq. Ft.:	0.00
Labor \$ Per Sq. Ft.:	0.00
Labor Hrs Per Sq. Ft.:	0.00
Quantity of Units:	0.00
Cost Per Unit:	0.00
Calc. Adjustment:	0.00%

Sub Total (Quo/Mat/Equip/Sub):	245.60	
Sales Tax:	0.00	
Sub Total:	245.60	245.60
Direct Labor \$:		1,013.72
Indirect Labor \$:		0.00
Labor Escalation:		0.00
Labor Tax:		0.00
Direct Job Costs (0.00%):		0.00
Prime Cost:		1,259.33
Overhead (Avg. 0.00%):		0.00
Net Cost:		1,259.33
Profit (Avg. 0.00%):		0.00
Job Tax:		0.00
Bond (0.0000%):		0.00
Selling Price:		1,259.33

LABOR ADJUST										
ESTIMATED HOURS	ELECTRICAL	MACH-OPER ATOR	LOW VOLTAGE	Labor Class 4	Labor Class 5	Labor Class 6	Labor Class 7	Labor Class 8	Labor Class 9	Labor Class 10
REGULAR	11.81	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
ESTIMATED HOURS:	11.81	--	--	--	--	--	--	--	--	--
LOSS LBR ADJ:	--	--	--	--	--	--	--	--	--	--
CALCULATED HRS										
REGULAR	11.81	--	--	--	--	--	--	--	--	--
OVERTIME	--	--	--	--	--	--	--	--	--	--
SHIFT-2	--	--	--	--	--	--	--	--	--	--
SHIFT-3	--	--	--	--	--	--	--	--	--	--
DOUBLE TIME	--	--	--	--	--	--	--	--	--	--
TOTAL ADJ LABOR:	11.81	--	--	--	--	--	--	--	--	--
TOTAL ADJUSTED LABOR HOURS:										11.81

DIRECT LABOR						
Labor Class	Job Description	Labor Type	Crew	Rate	Man Hours	Extension
ELECTRICAL	FOREMEN (WORKING)	REGULAR	1	\$88.73	5.91	\$524.02
	JOURNEYMEN	REGULAR	1	\$82.92	5.91	\$489.70
AVERAGE DIRECT LABOR RATE:		\$85.83	TOTAL DIRECT LABOR:		\$1,013.72	

INDIRECT LABOR			
Labor Description	Hours	Rate	Ext \$
TOTAL INDIRECT LABOR:			\$0.00

DIRECT LABOR TOTAL:	1,013.72
INDIRECT LABOR TOTAL:	0.00
LABOR ESCALATION:	0.00
LABOR \$ ADJUSTMENT:	0.00
LABOR TAX:	0.00
LABOR TOTAL:	\$1,013.72
MATERIAL:	245.60
MATERIAL ESCALATION:	0.00
MATERIAL ADJUSTMENT:	0.00
MATERIAL TAX:	0.00
MATERIAL TOTAL:	\$245.60

QUOTES		
Component	Vendor	Amount

QUOTED MATERIAL:	0.00
ADJUSTMENT:	0.00
QUOTE TAX:	0.00
QUOTED MATERIAL TOTAL:	\$0.00

SUBCONTRACTS		
Component	Vendor	Amount

SUBCONTRACTS:	0.00
ADJUSTMENT:	0.00
SUBCONTRACT TAX:	0.00
SUBCONTRACTS TOTAL:	\$0.00

EQUIPMENT		
Component	Vendor	Amount

EQUIPMENT:	0.00
ADJUSTMENT:	0.00
EQUIPMENT TAX:	0.00
EQUIPMENT TOTAL:	\$0.00

DIRECT JOB COSTS	
Description	Dollars

TOTAL DIRECT JOB COSTS:	\$0.00
JOB COST w/NO OVERHEAD:	\$1,259.33

OVERHEAD	
MATERIAL OVERHEAD:	0.00
QUOTES OVERHEAD:	0.00
LABOR OVERHEAD:	0.00
SUBCONTRACTS OVERHEAD:	0.00
EQUIPMENT OVERHEAD:	0.00
DJC OVERHEAD:	0.00

TOTAL OVERHEAD:	\$0.00
JOB COST w/OVERHEAD:	\$1,259.33

PROFIT	
MATERIAL PROFIT:	0.00
QUOTES PROFIT:	0.00
LABOR PROFIT:	0.00
SUBCONTRACTS PROFIT:	0.00
EQUIPMENT PROFIT:	0.00
DJC PROFIT:	0.00

TOTAL PROFIT:	\$0.00
----------------------	---------------

MISCELLANEOUS	
JOB TAX:	0.00
BOND:	0.00

MISCELLANEOUS TOTAL:	0.00
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BID TOTAL:	\$1,259.33
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Job ID: 2018-04-23-15
 Project: Harwich, Fire Station #2 (CP #15; 2nd Refrigerator)



Takeoff

Vendor: GB_BOSTON Labor Level: AEC 27 Feb 2019 13:55:08

Phase: DEVICES
 SubPhase: REFRIGERATOR CIRCUIT

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
	0				DOUBLE DUPLEX T REC W/ AF CB		
TITLE	1		M	#12 MC	20A-2G-DX-COM/4sq-P-RING	0.0000	0.00
140009	2	EA	M	20A	DX RECEPT COMMERCIAL GRADE	1.9605	3.92
140470	1	EA	M		2G STAINLESS STEEL DUPLEX PLATE	3.8905	3.89
150028	1	EA	M	1-1/2"D 21.0-CI	4"SQ NO BRKT BX/MC CLMP	5.9574	5.96
150064	1	EA	M	3/4"RISE 10.0-CI	2G 4"SQ PLASTER-RING	1.5054	1.51
640001	1	EA	M		4-Sq HGR SCREW TO STUD-WALL	0.4473	0.45
160559	6	EA	M	#10 x 1"	TEK SCREW	0.0558	0.33
100079	1	EA	M	#12	PIGTAIL W/GRD SCREW	0.5369	0.54
100070	2	EA	M	#18 to 8	WIRE-NUT MED - RED	0.1955	0.39
70257	100	FT	M	12/2	MC CABLE - ALUM JKT W/G	0.3705	37.05
630384	1	EA	M	14>10-2 (2-CBL)	AC/MC HMR-ON BOT-MTD 1/4-FLNG HGR PSH-IN	2.8114	2.81
630354	2	EA	M	14-2>10-3 & 3/8	MC/AC/FLEX HGR PUSH-IN MTL/WOOD/STUD	1.2031	2.41
670015	1	EA	M	3/8	BX/MC-2-SCR SINGLE STR-CONNECTOR	0.4544	0.45
100253	3	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0683	0.20
180092	1	EA	M	20/1	ARC FAULT BOLT-ON BREAKER	0.0000	0.00
TITLE	140		M		3/4 EMT W/#12 BAR-JOIST	0.0000	0.00
10047	140	FT	M	3/4	EMT	0.3632	50.85
30108	14	EA	M	3/4	EMT STEEL-SS COUPLING	5.0324	70.45
30178	2	EA	M	3/4	EMT STEEL-SS CONNECTOR	4.0845	8.17
70033	308	FT	M	12	THHN/THWN CU (STR)	0.0855	26.34
70115	154	FT	M	12	GREEN THHN CU (GRD 20A)	0.0855	13.17
630110	17	EA	M	3/4	COND HAMMER-ON HGR 1/4-FLANGE PUSH-IN HD	0.9830	16.71
Phase Totals:						245.60	245.60
Job Totals:						245.60	245.60

American Electrical Construction, Inc. 180 South Meadow Road Phone: 508-747-5600
 Plymouth, MA 02360 Web: www.americanelectricalconstruction.com

Job ID: 2018-04-23-15
 Project: Harwich, Fire Station #2 (CP #15; 2nd Refrigerator)



Bid Overview Form

Vendor: GB_BOSTON

Labor Level: AEC

27 Feb 2019 1:54:45 pm

Bid Name: HARWICH, FIRE STATION #2

Bid Template: BASIC (EXPANDED O&P) V5

TOP SHEET

Description	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
DIRECT LABOR HRS	11.81					
DIRECT LABOR DOLLARS		1,013.72				
INDIRECT LABOR HRS						
INDIRECT LABOR DOLLARS						
LABOR TAX						
MATERIAL DOLLARS		245.60				
QUOTES DOLLARS						
MATERIAL & QUOTE TAX						
DJC						
SUBCONTRACTS TOTAL						
EQUIPMENT TOTAL						
EQUIP/SUB CONTRACT TAX						
OVERHEAD TOTAL						
PROFIT TOTAL						
MISC TOTAL						

American Electrical Construction, Inc.

180 South Meadow Road
 Plymouth, MA 02360

Phone: 508-747-5600

Web: www.americanelectricalconstruction.com

SUBTOTALS

Subtotal	Material Unit	Factor	Mat Result	Labor Unit	Factor	Labor Result	Quote Unit	Factor	Quote Result
EMT	50.85	1.00	50.85	5.41	1.00	5.41	0.00	1.00	0.00
EMT FITTINGS	78.62	1.00	78.62	0.52	1.00	0.52	0.00	1.00	0.00
HANGERS/SUPPORTS	22.71	1.00	22.71	1.14	1.00	1.14	0.00	1.00	0.00
DEVICES	3.92	1.00	3.92	0.54	1.00	0.54	0.00	1.00	0.00
PLATES	3.89	1.00	3.89	0.09	1.00	0.09	0.00	1.00	0.00
STEEL BOXES	7.46	1.00	7.46	0.26	1.00	0.26	0.00	1.00	0.00
THHN/THWN CU	26.34	1.00	26.34	1.00	1.00	1.00	0.00	1.00	0.00
BARE & GREEN WIRE	13.17	1.00	13.17	0.50	1.00	0.50	0.00	1.00	0.00
ROMEX/BX/UF/MC	37.05	1.00	37.05	1.73	1.00	1.73	0.00	1.00	0.00
WIRE TERMINATIONS	1.59	1.00	1.59	0.31	1.00	0.31	0.00	1.00	0.00
SWITCHGEAR-PANELS	0.00	1.00	0.00	0.31	1.00	0.31	0.00	1.00	0.00
		Totals:	245.60			11.81			0.00

DIR LABOR

DIR LABOR	CREW	HOURS	RATE	BURDEN%	BURDEN\$	FRINGE\$	FULLRATE	EXTENSION
ESTIMATED HOURS		11.81						
XFER REG HRS >= OT								
REGULAR HRS		11.81						
OVERTIME HRS		0.00						
REGULAR HRS								
FOREMEN (WORKING)	1.00	5.91	49.18	30.00	14.75	24.80	88.73	524.02
JOURNEYMEN	1.00	5.91	44.71	30.00	13.41	24.80	82.92	489.70
APPRENTICE	0.00	0.00	25.00	30.00	7.50	24.80	57.30	0.00
SUBTOTAL / AVG	2.00	11.81	46.95				85.83	
OVERTIME HRS								
FOREMEN (WORKING)	0.00	0.00	73.77	30.00	22.13	0.00	95.90	0.00
JOURNEYMEN	0.00	0.00	67.07	30.00	20.12	0.00	87.18	0.00
APPRENTICE	0.00	0.00	37.50	30.00	11.25	0.00	48.75	0.00
SUBTOTAL / AVG	0.00	0.00	0.00				0.00	
FOREMEN (WORKING)								
JOURNEYMEN								
APPRENTICE								
TOTAL / AVG		11.81	46.95				85.83	
TOTAL DIRECT LBR								1,013.72

INDIR LBR

INDIR LBR	HOURS	RATE\$	BURDEN%	BURDEN\$	FRINGES	FULLRATE	EXTENSION
MISC INDIRECT LABOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROJECT MANAGER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUPERINTENDENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GENERAL FOREMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FOREMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DRAFTSMAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STOCKMAN / PURCHASING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRUCK DRIVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TRAVEL TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MOBILIZATION LABOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AS BUILT DRAWINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ESTIMATING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GUARANTEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL	0.00						0.00

DJC

DJC	QTY	COST/UNIT	%OFDIRLBR	TAX%	EXTENSION
MISC DIRECT JOB COSTS		0.00			0.00
SPECIFIED ALLOWANCES		0.00			0.00
SPECIAL INSURANCE CHG		0.00			0.00
EQUIPMENT DEPRECIATION			0.00		0.00
TOOLS EXPENDABLE			0.00		0.00
FIELD STORAGE (MONTH)	0.00	0.00			0.00
OFFICE TRAILER (MONTH)	0.00	0.00			0.00
FIELD OFFICE UTIL (MONTH)	0.00	0.00			0.00
FIELD TELEPHONE (MONTH)	0.00	0.00			0.00
FIELD TOILET (MONTH)	0.00	0.00			0.00
TEMP FENCING (FEET)	0.00	0.00			0.00
TEMP POWER (AMPS)	0.00	0.00			0.00
TEMP LIGHT (SQ FT)	0.00	0.00			0.00
UTILITY CONNECT CHARGE		0.00			0.00
LIVING ALLOWANCE (DAY)	0.00	0.00			0.00
TRAVEL EXPENSE (MILE)	0.00	0.00			0.00
FREIGHT		0.00			0.00
PERMIT FEE		0.00			0.00
MISC FEES		0.00			0.00
DJC TAX				0.00	0.00
DIR JOB COST TOTAL					0.00

FINAL PRICE

FINAL PRICE	ESTIMATE	ADJ%	ADJ\$	CALC\$	TAX%	%OFJOB
DATABASE MATERIAL	245.60	0.00	0.00	245.60	0.00	19.50
QUOTED MATERIAL	0.00	0.00	0.00	0.00	0.00	0.00
MATERIAL/QUOTE TAX				0.00		0.00
MATERIAL TOTAL				245.60		
DIRECT LABOR	1,013.72	0.00	0.00	1,013.72	0.00	80.50
INDIRECT LABOR	0.00	0.00	0.00	0.00		0.00
LABOR TAX				0.00		0.00
LABOR TOTAL				1,013.72		
EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
SUBCONTRACTORS	0.00	0.00	0.00	0.00	0.00	0.00
EQUIP & SUBCONT TAX				0.00		0.00
EQUIP & SUB TOTAL				0.00		0.00
DIRECT JOB COSTS	0.00	0.00	0.00	0.00		0.00
SUBTOTAL 1				1,259.33		
MATERIAL OVERHEAD		0.00		0.00		0.00
QUOTES OVERHEAD		0.00		0.00		0.00
LABOR OVERHEAD		0.00		0.00		0.00
EQUIPMENT OVERHEAD		0.00		0.00		0.00
SUBCONTRACTS OVERHEAD		0.00		0.00		0.00
DJC OVERHEAD		0.00		0.00		0.00
TOTAL OVERHEAD				0.00		0.00
SUBTOTAL 2				1,259.33		
MATERIAL PROFIT		0.00		0.00		0.00
QUOTES PROFIT		0.00		0.00		0.00
LABOR PROFIT		0.00		0.00		0.00
EQUIPMENT PROFIT		0.00		0.00		0.00
SUBCONTRACTS PROFIT		0.00		0.00		0.00
DJC PROFIT		0.00		0.00		0.00
TOTAL PROFIT				0.00		0.00
SUBTOTAL 3				1,259.33		
JOB TAX				0.00	0.00	0.00
BOND CALCULATOR		0.00		0.00		0.00
MISC TOTAL				0.00		100.00
JOB TOTAL				1,259.33		

JOB INFO

JOB INFO	VALUE	SFCOST	UNITCOST	DAYS
JOB SQUARE FOOT	0.00			
COST PER SQ. FOOT		0.00		
DIR LABOR HRS SQ		0.00		
DIR LABOR \$ SQ FT		0.00		
QUANTITY OF UNITS	0.00			
COST PER UNIT			0.00	
JOB DURATION				0.00
RISK RATIO %	0.00			
RISK \$	1,013.72			

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

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

RCOP NO. 043

ISSUED BY: Pete Gaudreau
Construction Administrator

COPIES TO:
 KBA – CT/MA/NH
 Owner
 Official
 Consultant
 Consultant

DATE: July 9, 2018
3/29/19

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

Description:

KBA has reviewed COP#043 and finds it to be fair and reasonable.
KBA recommends approval of COP#043 to the Owner.

Attachments: COP No.



3/28/2019

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

**Re: Harwich Fire Station #2 - Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #43 - Integrated J-Channel PVC Corner Boards**

Todd,

Attached is a breakdown of costs for the requested change to inside and outside PVC corners with integrated J-channel.

Items included in this COR are as follows:

- Please see the attached quote from Scituate Lumber detailing the per item cost for the 5/4"x8" PVC trim figured on the bid documents versus the per item cost for the 5/4"x8" PVC stealth trim and the 5/4"x8" stealth outside corner PVC trim boards.

Please be advised that this COR will add 0 working days to the contract time schedule. Please sign and return at your earliest convenience.

The total cost of this change is **\$1,016.35**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #43													
Breakdown of costs for the Integrated J-Channel PVC Corner Boards													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	5/4 X 8-18' Versatex Trim	\$ -	-26	ea	\$ 66.74	\$ (1,735.24)			\$ -			\$ -	\$ (1,735.24)
2	5/4 X 8-20' Versatex Corner Stealth	\$ -	8	ea	\$ 208.40	\$ 1,667.20			\$ -			\$ -	\$ 1,667.20
3	5/4 x 8x 18' Versatex Stealth TrimBoard	\$ -	12	ea	\$ 81.81	\$ 981.72			\$ -			\$ -	\$ 981.72
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
7		\$ -				\$ -			\$ -			\$ -	\$ -
8		\$ -				\$ -			\$ -			\$ -	\$ -
9		\$ -				\$ -			\$ -			\$ -	\$ -
10		\$ -				\$ -			\$ -			\$ -	\$ -
11		\$ -				\$ -			\$ -			\$ -	\$ -
12		\$ -				\$ -			\$ -			\$ -	\$ -
13		\$ -				\$ -			\$ -			\$ -	\$ -
14		\$ -				\$ -			\$ -			\$ -	\$ -
15		\$ -				\$ -			\$ -			\$ -	\$ -
16		\$ -				\$ -			\$ -			\$ -	\$ -
17		\$ -				\$ -			\$ -			\$ -	\$ -
18		\$ -				\$ -			\$ -			\$ -	\$ -
19		\$ -				\$ -			\$ -			\$ -	\$ -
20		\$ -				\$ -			\$ -			\$ -	\$ -
21		\$ -				\$ -			\$ -			\$ -	\$ -
22		\$ -				\$ -			\$ -			\$ -	\$ -
23		\$ -				\$ -			\$ -			\$ -	\$ -
24		\$ -				\$ -			\$ -			\$ -	\$ -
25		\$ -				\$ -			\$ -			\$ -	\$ -
26		\$ -				\$ -			\$ -			\$ -	\$ -
27		\$ -				\$ -			\$ -			\$ -	\$ -
28		\$ -				\$ -			\$ -			\$ -	\$ -
29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ -				\$ 913.68			\$ -			\$ -	\$ 913.68
	5% Profit on Sub.												\$ -
	10% OH&P on G.C.												\$ 91.37
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 11.31
	TOTALS											Grand Total	\$ 1,016.35



Scituate Lumber
 622 Danielson Pike
 North Scituate, RI 02857
 401-647-2988
 Fax: 401-647-2989



QUOTE

1903-727878

PAGE 1 OF 1

SOLD TO

Mill City Construction, Inc.
 7 Old Great Road
 Lincoln RI 02865

JOB ADDRESS

Mill City Construction, Inc.
 7 Old Great Road
 Lincoln RI 02865
 (401) 766-3100

ACCOUNT

1736

JOB

0

CREATED ON

03/25/2019

EXPIRES ON

04/25/2019

BRANCH

1000

CUSTOMER PO#

STATION

W01

CASHIER

CH

SALESPERSON

RB

ORDER ENTRY

CH

MODIFIED BY

Item	Description	D	Quantity	U/M	Price	Per	Amount
54820VCS	5/4 X 8-20'Versatex Corner Stealth		1	EA	208.4000	EA	208.40
54818V	5/4 X 8-18'Versatex Trim		1	EA	66.7400	EA	66.74
BM	5/4 x 8x 18 Versatex Stealth TrimBoard		1	EA	81.8100	EA	81.81

This quote is valid for 30 days. The estimate is designed to provide an approximation of the amount of material used. The actual amount used may vary due to a number of factors. Scituate Lumber is not responsible for accuracy. THIS IS AN ESTIMATE NOT A BID	RI 7.00%	Subtotal	356.95
		Sales Tax	24.99
		Total	381.94

Buyer:

 Signature

RCOP – RESPONSE TO CHANGE ORDER PROPOSAL

HARWICH FIRE STATION 2
Harwich, MA

KBA # 17032.00
Page: 1 of 1

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

RCOP NO. 046

COPIES TO:

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

ISSUED BY: Pete Gaudreau
Construction Administrator

DATE: July 9, 2018

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

Description:

KKBA/GGD have reviewed PCO#046 and find it to be fair and reasonable.
KBA recommends COP#046 for approval to the Owner.

Attachments: COP No.

M#66348
J#850 126 00.00

DATE: April 24, 2019

MEMO

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

FROM: Christopher M. Garcia, P.E.



DEPT: Plumbing

PROJECT: Harwich Fire Station #2
Harwich, MA

SUBJECT: COR #46 – Trench Drain Alteration

Please be advised as follows:

We have reviewed the Araujo Brothers Plumbing & Heating portion of Change Order Request No. 46 in the amount of \$4,218.98 for work associated with labor and material to alter trench drain outlets to meet invert elevations indicated on drawings. We find the amount to be fair and reasonable for the additional work required and recommend approval.

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

CMG: jfm

Enc.

Cc: Todd M. Costa, AIA, Kaestle Boos Associates, Inc.



RECEIVED
April 16, 2019
Garcia Galuska & DeSousa

APPROVED AS NOTED
KAESTLE BOOS
pgaudreau 8:18:28 AM 04/25/2019

4/15/2019

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

KBA/GGD have reviewed PCO#046 and find it to be fair and reasonable. KBA recommends COP#046 for approval to the Owner.

Re: **Harwich Fire Station #2 – Harwich, MA
149 Route 137, Harwich, MA 02645
Change Order Request #46 - Trench Drain Alteration**

Todd,

Attached is a breakdown of costs for the requested work per the response to RFI #78 received via Submittal Exchange on 4/11/19.

Items included in this COR are as follows:

- Please see the attached proposal from Araujo Bros. Plumbing & Heating for the material and labor for the work involved in the modifying the existing trench drains.
- This COR does not include filling the sumps with Por-Rok, concrete or any other material. If the owner decides they want this addition work done it will be under a separate COR.

Please be advised that this COR will add 14 working days to the contract time schedule. Please sign and return at your earliest convenience.

The total cost of this change is **\$4,479.77**

Respectfully Submitted,

Stephen Traghella, LEED AP
Project Manager

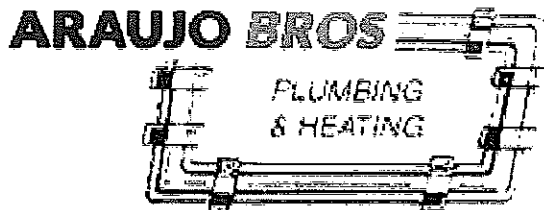
CC: File

Owner Approval

Date: _____ Approved: _____

Printed Name and Title: _____

Change Order Request #46													
Breakdown of costs for the Trench Drain Alteration													
Item #	Description	Subcontractor	Material	Unit	Material	Total	Labor	Labor	Total	Equipment	Equipment	Total	Totals
		Costs	Quantity		Cost	Material	Hours	Cost	Labor	Hours	Unit	Equipment	
1	Araujo Bros Plumbing & Heating	\$ 4,218.98				\$ -			\$ -			\$ -	\$ 4,218.98
2		\$ -				\$ -			\$ -			\$ -	\$ -
3		\$ -				\$ -			\$ -			\$ -	\$ -
4		\$ -				\$ -			\$ -			\$ -	\$ -
5		\$ -				\$ -			\$ -			\$ -	\$ -
6		\$ -				\$ -			\$ -			\$ -	\$ -
7		\$ -				\$ -			\$ -			\$ -	\$ -
8		\$ -				\$ -			\$ -			\$ -	\$ -
9		\$ -				\$ -			\$ -			\$ -	\$ -
10		\$ -				\$ -			\$ -			\$ -	\$ -
11		\$ -				\$ -			\$ -			\$ -	\$ -
12		\$ -				\$ -			\$ -			\$ -	\$ -
13		\$ -				\$ -			\$ -			\$ -	\$ -
14		\$ -				\$ -			\$ -			\$ -	\$ -
15		\$ -				\$ -			\$ -			\$ -	\$ -
16		\$ -				\$ -			\$ -			\$ -	\$ -
17		\$ -				\$ -			\$ -			\$ -	\$ -
18		\$ -				\$ -			\$ -			\$ -	\$ -
19		\$ -				\$ -			\$ -			\$ -	\$ -
20		\$ -				\$ -			\$ -			\$ -	\$ -
21		\$ -				\$ -			\$ -			\$ -	\$ -
22		\$ -				\$ -			\$ -			\$ -	\$ -
23		\$ -				\$ -			\$ -			\$ -	\$ -
24		\$ -				\$ -			\$ -			\$ -	\$ -
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27		\$ -				\$ -			\$ -			\$ -	\$ -
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29		\$ -				\$ -			\$ -			\$ -	\$ -
30		\$ -				\$ -			\$ -			\$ -	\$ -
	SUB TOTALS	\$ 4,218.98				\$ -			\$ -			\$ -	\$ 4,218.98
	5% Profit on Sub.												\$ 210.95
	10% OH&P on G.C.												\$ -
	Bond Cost Increase (\$11.25 per \$1,000)												\$ 49.84
	TOTALS											Grand Total	\$ 4,479.77



P.O. Box 50225
New Bedford, MA 02745
P: (508)-998-7006 F: (508)-998-1727

Sent on: _____

**CHANGER ORDER
REQUEST**

Project: HARWICH FIRE STATION 2
COR Number: 606
SI Number: N/A
Date: 4/9/19

MILL CITY CONSTRUCTION
7 OLD GREAT ROAD
LINCOLN, RI 02865

Email: straghella@mill-city.com

DESCRIPTION OF WORK & PRICING:

This proposal is to provide the required material and labor associated with installation of bulk head fitting to the catch basin trench drain.

• MATERIAL	\$2,373.36
• LABOR	\$1,462.08
• OVERHEAD & PROFIT	\$ 383.54
• BOND	

TOTAL \$4,218.98

This estimate represents a price we are willing to accept to assume the cost risk of the change to our ongoing work given the information provided to us. The labor and material priced contained in this proposal are based upon vendors/sub-contractors quotes and/or plumbing industry pricing guides.

Araujo Bros Plumbing & Heating, Inc. reserves the rights to void this proposal after thirty (30) days from the date above.

Sincerely,
Araujo Bros Plumbing & Heating, Inc.

Derek Araujo

Derek Araujo
Project Manager

***ACKNOWLEDGMENT: The contract modifications stated for the above proposal are acceptable for the work to be performed. The value of the work completed to the date of the next requisition may be billed on that requisition.**

Date: _____ Authorized Signature: _____



**PLUMBING
& HEATING**

PO Box 50225 New Bedford, MA 02745
224 Nyes Lane Acushnet, MA 02743
Phone: (508) 998-7006 Fax: (508) 998-1727

CHANGE ORDER REQUEST

BILL TO: straghella@mill-city.com
MILL CITY CONSTRUCTION
7 OLD GREAT RD
LINCOLN RI 02865

WORK DONE AT: HARWICH FIRE STATION 2
149 ROUTE 137
HARWICH, MA 02645

PHONE 401 766 3100 CUST# 54555

JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
1863 -606	AD	NET 30	606	4/09/19

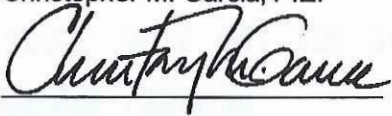
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
DESCRIPTION: PRICE TO INSTALL BULK HEAD FITTING TO THE CATCH BASIN TRENCH DRAIN.			
6	BLK HD ADAPT	160.20	961.20
6	4" 45 SV	36.47	218.82
6	4" 90 SV	46.76	280.56
24	4" GASKET SV	6.64	159.36
6	SV PIPE X 5'	113.28	679.68
6	4" NH CLAMP	12.29	73.74
SUBTOTAL MATERIAL			2,373.36
16.00	LABOR: TWO MEN/8HRS EA @ \$91.38	91.38	1,462.08
SUBTOTAL LABOR			1,462.08
OH&P: 10%			383.54

C/O REQUEST TOTAL

\$4,218.98

REQUEST FOR INFORMATION - RFI

M#66152
J#850 126 00.00

DATE: April 10, 2019
TO: Peter D. Gaudreau, AIA
Kaestle Boos Associates, Inc.
FROM: Christopher M. Garcia, P.E.

DEPT: Plumbing
PROJECT: Harwich Fire Station #2
Harwich, MA
SUBJECT: RFI #078 - Trench Drains

RFI #078

As requested, this RFI is being submitted formally for record purposes. It was previously approved via email and is being priced by Araujo Brothers. Per our discussion on site, the trench drain is the unit submitted on and we double checked the invert of the pipe. We are good on both counts but the two do not match, we have no room for the P trap or even some pitch in the slab to the drain. Not sure if a different sump can be used not so deep or if we could use some type of "Bulkhead" fitting? Please see the attached sketch showing a potential solution. We would have to move the drain about one foot closer to the overhead door (increasing that pitch to about 3/16" per foot) which would allow the use of onsite sump and the existing P trap that is piped in place with trap primers completed. Please advise.

Response:

Installation of trap through end of trench drain per the attached diagram is acceptable to GGD.

CMG: gp

Enc:

Cc: Todd Costa, Kaestle Boos Associates, Inc.



7 Old Great Rd.
Lincoln, RI 02865-4100
(401) 766-3100 FAX (401) 769-8910
RI LIC# 9568
email: straghella@mill-city.com

RFI #78

Date:	March 27, 2019
Attention:	Todd M. Costa
Project Name:	Harwich Fire Station 2 - Harwich, MA

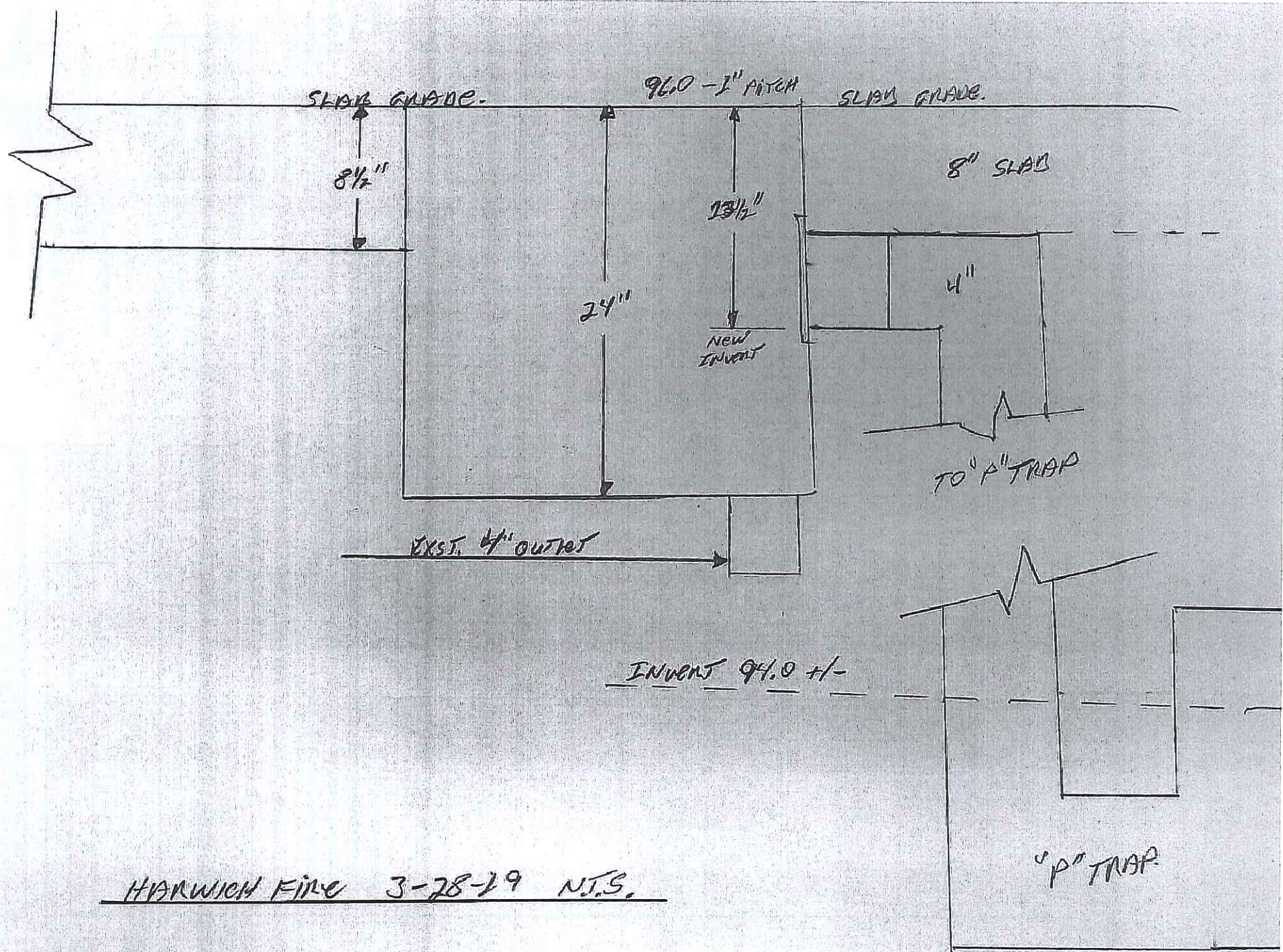
To: **Kaestle Boos Associates, Inc.**
16 Chestnut Street, Suite 301
Foxborough, MA 02035

From: **Mill City Construction, Inc. / Araujo Bros**

Description

As requested, this RFI is being submitted formally for record purposes. It was previously approved via email and is being priced by Araujo Bros. Per our discussion on site, the trench drain is the unit submitted on and we double checked the invert of the pipe. We are good on both counts but the two do not match, we have no room for the P trap or even some pitch in the slab to the drain. Not sure if a different sump can be used not so deep or if we could use some type of "Bulkhead" fitting? Please see the attached sketch showing a potential solution. We would have to move the drain about one foot closer to the over head door (increasing that pitch to about 3/16" per foot) which would allow the use of on site sump and the existing P trap that is piped in place with trap primers completed. Please advise.

Response



HARWICH FIRE 3-28-19 N.J.S.

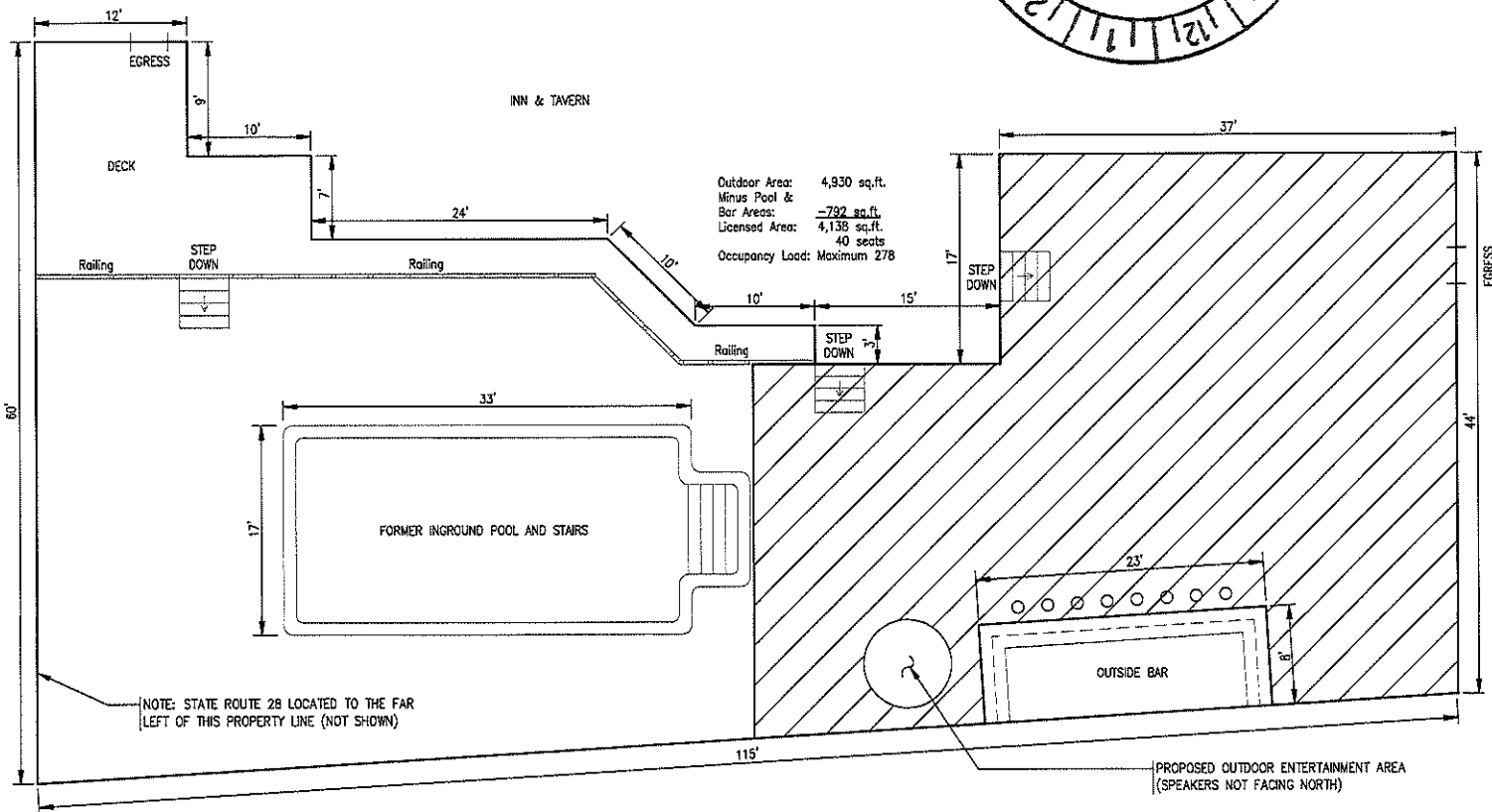
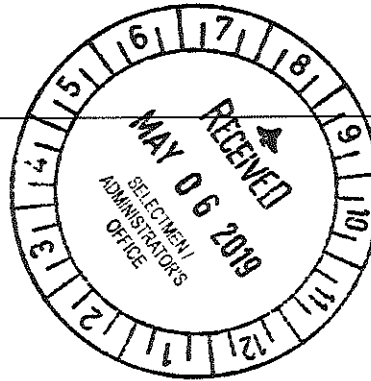
Town of Harwich Selectmen

I met with Julie Kavanagh and Chris Clark at the Inn and Tavern. We had a very productive meeting and worked out a compromise proposal I believe will relieve the concerns of the neighbors and will help my business thrive and remain in Harwich. Please review the provided site plan as a reference. I played amplified music with different speaker locations and we determined the proposed locations on the plan and speakers not facing north did not produce noise plainly audible to the closest concerned neighbor. I am proposing outside entertainment 12noon to 8pm. The site plan shows the area where entertainers can play and speakers will not face north. Please consider the proposed compromise and grant the entertainment license I seek to allow my business to survive.

THANK YOU

JIM TSOUKALAS





Outdoor Area: 4,930 sq.ft.
 Minus Pool & Bar Areas: -792 sq.ft.
 Licensed Area: 4,138 sq.ft.
 Occupancy Load: Maximum 278

NOTE: STATE ROUTE 28 LOCATED TO THE FAR LEFT OF THIS PROPERTY LINE (NOT SHOWN)

Outdoor Entertainment Area Part Plan
 Not To Scale

LEGEND:
 CROSS-HATCHING: OPEN AREA FOR ENTERTAINERS

REFERENCE NOTES
 REFER TO SHEET A-1 FOR LOWER LEVEL BAR PART PLAN.
 REFER TO SHEET A-2 FOR OUTDOOR AREA PART PLAN.
 REFER TO SHEET A-3 FOR MIDDLE LEVEL KITCHEN PART PLAN.
 PRINTED SHEET SIZE: 11" x 17".

SCALE
 N/A

KEY-PLAN
 N/A

REV	DATE	DESCRIPTION	BY	CHKD	APP'D
1	05/06/19	ISSUED FOR CLIENT USE	JAV	JAV	JAV
0	05/06/18	ISSUED FOR CLIENT USE	JAV	JAV	JAV
C	05/07/18	ISSUED FOR COORDINATION	JAV	JAV	JAV
B	05/07/18	ISSUED FOR COORDINATION	JAV	JAV	JAV
A	05/06/18	ISSUED FOR REVIEW	JAV	JAV	JAV



Aspen Design Group, LLC

• Plumbing • Mechanical • Electrical • Fire Protection • Construction Administration Engineers, Designers & Consultants
 Joseph A. Vela, Sr., CPD, FASPE
 Certified in Plumbing Engineering
 Certified Plumbing Designer #10282
 Fellow, American Society of Plumbing Engineers
 Cumberland, Rhode Island

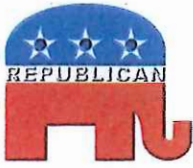
Harwich Inn and Tavern

77 MA-ROUTE 28
 WEST HARWICH, MA 02671

OUTDOOR SEATING AREA

CLIENT: N/A	ADD JOB NO: 11273	DIVISION: 1
PROJECT NO: N/A	ADD DRAWING NO:	REVISIONS: 1
CLIENT CONTACT: J. TSOUKALAS		
DESIGNER: J. VELA		
DRAWN: N/A		
SCALE: AS NOTED		

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Harwich Republican Town Committee
P O Box 1374
Harwich, MA 02645

April 19, 2019

Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645



Please be advised that at its April 18, 2019 meeting, the Harwich Republican Town Committee voted to submit the following names as candidates for the Board of Registrars. Three year term to commence July 1, 2019 .

Dorothy Hemmings-Bassett

Pat Switchenko

Gayle Carroll

Sincerely,

Peter S. Hughes
Chairman
Harwich Republican Town Committee



RETIREE HEALTH INSURANCE Regulation 2018, Amended 2019

Subject to any eligibility rules or regulations proscribed by the town's health insurance plans, persons retiring from service to the Town of Harwich pursuant to G.L. c 32 (the public pension law), and who are not enrolled in a town-sponsored health insurance plan at the time of retirement, have one year from the date of retirement to opt in to participate in a town-sponsored health insurance plan as a retiree, as follows: retirees wishing to opt in during this one year time period may only be enrolled either at the next open enrollment period within one year after date of retirement, or, upon a qualifying event occurring within one year from the date of retirement. Written notification of such "opt in" must be given in writing to the Harwich Town Treasurer.

Those retirees who are enrolled in a town-sponsored health insurance plan at the time of retirement must sign the town provided form stating they will remain in the plan.

If a retiree who is enrolled in a town-sponsored health insurance plan chooses to opt out of such plan they may not return to any town-sponsored health insurance plan once they have opted out.

Bridge Option-1. A person who is enrolled in a spouse's health insurance plan at the time of retirement may utilize the "bridge" option to enroll in the Town's insurance program within three (3) months of the retirement of the spouse with the approval of the Town Treasurer and Town Administrator.

Bridge Option 2. A retiree who is enrolled in another health insurance plan at the time of retirement from the Town of Harwich may utilize the "bridge" option to enroll in the Town's insurance within five (5) years of his/her retirement with the approval of the Town Treasurer and the Town Administrator.



TOWN OF HARWICH

OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

TEL. 508-430-7501 FAX. 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

IMPORTANT RETIREE INFORMATION REGARDING TOWN SPONSORED HEALTH INSURANCE

Subject to any eligibility rules or regulations proscribed by the town's health insurance plans, persons retiring from service to the Town of Harwich pursuant to G.L. c 32 (the public pension law), and who are not enrolled in a town-sponsored health insurance plan at the time of retirement, have one year from the date of retirement to opt in to participate in a town-sponsored health insurance plan as a retiree, as follows: retirees wishing to opt in during this one year time period may only be enrolled either at the next open enrollment period within one year after date of retirement, or, upon a qualifying event occurring within one year from the date of retirement, or, utilizing one of the "bridge" options to transfer from another insurance plan to a town-sponsored plan. Written notification of such "opt in" must be given in writing to the Harwich Town Treasurer.

If a retiree who is enrolled in a town-sponsored health insurance plan chooses to opt out of such plan they may not return to any town-sponsored health insurance plan once they have opted out.

Bridge Option-1. A person who is enrolled in a spouse's health insurance plan at the time of retirement may utilize the "bridge" option to enroll in the Town's insurance program within three (3) months of the retirement of the spouse with the approval of the Town Treasurer and the Town Administrator.

Bridge Option-2. A retiree who is enrolled in another health insurance plan at the time of retirement from the Town of Harwich may utilize the "bridge" option to enroll in the Town's insurance within five (5) years of his/her retirement with the approval of the Town Treasurer and the Town Administrator.

Your signature acknowledges that you have received and understand this policy.

Choose one option below:



I am currently enrolled in a town-sponsored health insurance plan and intend to remain enrolled at this time. I understand if I choose to opt out at any time, I cannot opt back in.

Name

Date

continued on reverse



I am NOT currently enrolled in a town-sponsored health insurance plan. My retirement date is _____ and I understand I have one year with a qualifying event from the date of retirement, or until the next open enrollment period following date of retirement to opt in to a Town-sponsored plan.

Name

Date

BRIDGE OPTIONS:



I am currently enrolled in my spouse's health insurance plan, and may utilize the "bridge" option to enroll in the Town's insurance within 3 months of his/her retirement or loss of eligibility for coverage.

Name

Date



I am currently enrolled in another health insurance plan, and may utilize the "bridge" option to enroll in the Town's insurance within 5 years from my retirement date of _____.

Name

Date

Treasurer's Acknowledgement

Date

Health Director Monthly Report April 2019

○ **Departmental news-**

I met with our summer intern Esther Rei, she is a graduate student studying for her Master's in Public Health. With the help of Larry Ballantine, we have set the parameters of her project to include compiling the water quality data from the Mass Estuaries Project into a more visual/understandable format. This data is helpful for the Comprehensive Wastewater Management Plan and displaying the need for nitrogen reduction and how much the data has changed over the years. Additionally, Esther will be assisting with other wastewater tasks such as providing website update assistance and public information.

I attended a seminar about Cyanobacteria presented by the Association to Preserve Cape Cod. This seminar was interesting and helpful as we enter the algae bloom season.

I attended a two part series on Leadership training presented by MIAA.

Katie has officially applied for the Registered Sanitarian Exam. This is a great accomplishment in itself!

○ **Wastewater-**

I attended the joint meeting between Harwich and Chatham. Our SRF funding application is still under review by the DEP. Two of our pumping stations require ZBA approval due to the setbacks proposed. We cannot put the project out to bid until the SRF application is approved. We are hopefully looking at end of May for bids to go out. This puts the start of work at closer to the end of June instead of early May as anticipated.

As promised, Dan Pelletier and I will be holding a meeting on May 21st for assistance with stub locations. Because we do not know how the contractor will want to handle sending out stub location forms, we cannot say if they will all go out at once or neighborhood by neighborhood. However, residents in Phase 2 are welcome to attend this meeting to get one-on-one help with interpreting their site plans and get advice on possible stub locations. Notification of this meeting will be in the newspaper as well as the town website.

○ **Food Service Program-**

Mark Polselli attended the Toast of Harwich event at the Wequassett. All participants provided a registration form for the food they brought, no violations of the Food Code were observed. This event has run smoothly for several years now, a testament to the Chamber of Commerce as well as the establishments.

I held a seminar for food establishments with the Brewster Health Department. This seminar was well attended and focused on the changes to the New Food Code. After the seminar the Barnstable County Public Health Nurse offered free Hepatitis A vaccines to food workers.

The Cape Cod Medical Reserve Corps held a Choke-Saver class for food service employees at the Community Center. About 30 people were certified. Having at least one employee certified in choke-saving is a requirement for any establishment with more than 25 seats.

Staff investigated 2 foodborne illness complaints. Both were unfounded.

○ **Wellness Committee-**

The committee has been asked to provide a "handbook" of sorts to the Cape Cod Municipal Health Group. This handbook will encompass all of the wellness activities and benefits offered to employees.

○ **Emergency Management-**

The Health Agent's Coalition met, we updated our Emerging Infection Diseases Plan. We also had a presentation on Bed bugs. I plan to add this information to our website.

○ **Community Development/Programs-**

I met with the prospective owner of the retail market at 715 Main Street. I explained that any food service at that location will require a septic system with a minimum of 1000 gallons per day.

I performed a pre-operational inspection at the Pleasant Bay Community Boating property. The PBCB program has applied for a Recreational Camp for Children License.

I performed a Sanitary Code inspection at the office building of the Stonehorse property. The owner has proposed to convert the second floor to 4 apartment type units utilizing the first floor kitchen/living room as common space. Also, office space on the first floor will be converted into 2 additional bedrooms. They will be using the existing septic system until the large system is installed.

I met with a property owner who wishes to engage in poultry farming, including processing of the meat. The State Department of Public Health has jurisdiction over poultry processing and the local board of health has little involvement due to the fact that we do not have Animal Regulations. As a courtesy, the property owner has agreed to keep me in the loop with plans moving forward. I have referred this to the Planning and Zoning Departments for input as well.

We continue to receive complaints about rats in the community. I have authorized Katie to develop an informational packet for restaurants regarding rat control and elimination. Also, she will be working on gathering information for an informational session to be aired on Channel 18 geared toward residents. There doesn't seem to be one targeted area of rats, we have complaints from every part of Town. I don't believe restaurants are the sole source, however they are the easiest starting point for us. Backyard chicken coops, feeding wildlife, improper trash storage are more likely the root of the problem.

Meggan Eldredge 5.1.19



*Sheila House, MS, LMHC
Harwich Youth & Family Services
Town of Harwich • 728 Main Street
Harwich, MA 02645*

**MONTHLY REPORT-Board of Selectmen
Sheila House, LMHC - May 8, 2019**

- Current caseload of 18 individuals. Clients receive mental health counseling, case management, mentoring, and wellness referrals as needed.
- Administrative block time (closing files, curriculum planning, update email lists, generate and distribute information to school administrators)
- **Thursday, April 11-** Hosted a table at the Monomoy High School Wellness Fair, highlighting stress reduction and information about anxiety. Event was presented by Monomoy Peer Leaders.
- **Thursday, April 11-** Attended the annual meeting of the Women's Club of Chatham with Jackie Leach. Both of us were representing Harwich Children's Fund, receiving a check to fund children to attend local summer camps.
- **April 15-19-** During the Monomoy District spring break, counseling time was full.
- **April 25-** Met with Stephanie Briody from Behavioral Health Innovators to discuss 8th grade civics class participation in treatment and prevention programs for kids on Cape Cod. Also discussed a grant for funding trainings in accessing health care on the specific topics of substance abuse, addiction, suicide prevention and vaping.
-
- **April 29-** Met with Kim Slade, the SAPC coordinator from Barnstable County Human Services, to discuss the upcoming Parenting to Prevent Substance Abuse 3rd annual Parent Summit. (see link below)
- **May 2-** Attended a presentation on Vaping at the monthly Regional Substance Abuse Council meeting. New and compelling evidence, including facts such as 1 Juul Pod=20 cigarettes (teens can often get into vaping competitions and consume 1 pod in an afternoon). Also, the "vapor" is actually an aerosol that is created by the heating of the device and that it contains harmful particulates.

- **Friday, May 3rd** – Co-hosted the 3rd Monomoy Middle School Summit with Sharon Stark from Chatham Recreation (first 2 were held at Harwich Community Center). We invited the 5th graders into the mix and there were 125+ kids in attendance with adult chaperones and a dozen high school student chaperones. Activities included Hide & Seek, Donut-On-A-String eating contest, Glow-in-the-Dark Dance with Dance-Off, No Hand Pie-Eating Contest, Dodgeball in the Gym and Open Game Room. IT WAS EPIC. ☺
- **Tuesday, May 7-** Monthly Harwich Children’s Fund Meeting.
- **Wednesday May 8th** – Workshop presented by P.E.S.I “*Art & Creative Therapies for Children and Teens.*”

WEBSITE FOR PARENT SUMMIT:

https://www.mychoicematters.net/wp-content/uploads/2019/04/RSAC_MCM_ParentSummit19_Flyer-HR.pdf

WEBSITE FOR VAPING TOOLKIT

<http://makesmokinghistory.org/dangers-of-vaping/>

Please feel to call me at (508) 430-7836 if you have any questions.

Best Regards,

Sheila

Sheila House, MS, LMHC
Harwich Youth & Family Services