

**SELECTMEN'S MEETING AGENDA\***  
**Joint Meeting with Finance Committee, Capital Outlay  
Committee and Monomoy Regional School District**  
*Donn B. Griffin Room, Town Hall - 732 Main Street, Harwich, MA*  
*Regular Meeting 6:30 P.M.*  
*Monday, October 22, 2018*

*\*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**
  - A. Officer John Sullivan – Graduation from the FBI Academy
- IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**
  - A. Wastewater Support Committee Update – Sharon Pflieger
- V. **CONSENT AGENDA**
  - A. Approve Minutes – October 1, 2018 Regular Session
  - B. Accept gift to be deposited in the Council on Aging Gift Fund
- VI. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*
  - A. Annual Meetings:
    - 1. Community Center Facilities Committee
    - 2. Golf Committee
    - 3. Recreation & Youth Commission
    - 4. Housing Committee
  - B. **Joint Meeting with Monomoy Regional School District, Finance Committee and Capital Outlay Committee:**
    - 1. State of the Town/BOS Budget Message
    - 2. MRSD Budget/Enrollments
    - 3. Harwich Elementary School Lease
    - 4. Finance Committee Priorities
    - 5. Capital Budget Requests
    - 6. Outlook for 2020
- VII. **CONTRACTS**
  - A. Approval of Agreement with CDM Smith Inc. for Cold Brook Nitrogen Attenuation Project in the amount of \$119,800 – *Authorize the Town Administrator to sign*
  - B. Approval of Road Salt Contract for DPW
- VIII. **NEW BUSINESS**
  - A. Request for approval of the First Amendment to the Lease Agreement between the Towns of Harwich and Chatham and the Monomoy Regional School District
  - B. Approve Chapter 90 Requests per request of the DPW Director – to resurface various roads
  - C. Approval of Bob Miller Golf Lease Agreement – *authorize the Chair to sign*
- IX. **OLD BUSINESS**
  - A. Selectmen's Goals and Objectives
- X. **TOWN ADMINISTRATOR'S REPORT**
  - A. Contract between the Town of Harwich and Finch Services for one (1) Bernhard Duel Express Reel Grinder 4000 DX or equivalent in the amount of \$44,346
  - B. Treasure Chest Stickers
  - C. Departmental Reports
- XI. **SELECTMEN'S REPORT**
  - A. Stone Horse Property variance – *discussion regarding support*
- 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

\_\_\_\_\_  
Sandra Robinson, Admin. Secretary

Date: \_\_\_\_\_  
October 18, 2018

10-22-18

**Ann Steidel**

---

**From:** Chief David J. Guillemette  
**Sent:** Tuesday, October 09, 2018 10:14 AM  
**To:** Ann Steidel  
**Subject:** RE: Officer Sullivan

Will do Ann. I will let you know.

David J. Guillemette  
Chief of Police



Harwich Police Department  
183 Sisson Road  
Harwich, MA 02645

Office: 508-430-7541

---

**From:** Ann Steidel  
**Sent:** Tuesday, October 09, 2018 9:47 AM  
**To:** Chief David J. Guillemette <dguillemette@harwichpolice.com>  
**Subject:** Officer Sullivan

Dave,

The Board of Selectmen would like for John Sullivan to come before them to recognize him for graduating the FBI Academy and so he can brief them on his experience.

**Can you and he decide on a date that would work for you both. As you know, they meet every night. Just let me know what works.**

*Ann Steidel  
Support Staff Supervisor  
Board of Selectmen/Town Administrator's Office  
Town of Harwich  
732 Main Street  
Harwich, MA 02645  
Phone 508-430-7513 x2  
Fax 508-432-5039*

**MINUTES  
SELECTMEN'S MEETING  
GRIFFIN ROOM, TOWN HALL  
MONDAY, OCTOBER 1, 2018  
6:30 P.M.**

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

**OTHERS PRESENT:** Town Administrator Christopher Clark, Chief Clarke, Chief Guillemette, Peter Hughes, Carolyn Carey, Cyndi Williams, Maggie Downey, Brianna Kane, and others.

**WEEKLY BRIEFING**

Chief Clarke recognized Firefighters L'Etoile, Ford and Elliott who assisted on the Regional Tech Team for Hurricane Florence in North Carolina and the Board thanked them for their efforts.

Chief Guillemette reported that Lt. John Sullivan has graduated the FBI National Academy and is the first member of the Harwich Police Department to ever attend the Academy.

Ms. Carey described upcoming events at the Community Center.

**PUBLIC COMMENTS/ANNOUNCEMENTS**

A. Barnstable County Independence Scroll - *signature requested by Peter Hughes*

Mr. Hughes, representing the Assembly of Delegates, reported that the Board of County Commissioners held a ceremony last week to reaffirm the signing of Barnstable County's Declaration of Independence which took place in 1774. At Mr. Hughes' request, the Board signed an Independence Scroll to commemorate that event as well.

**CONSENT AGENDA**

- A. Approve minutes –
  - 1. May 7, 2018 Regular Meeting
  - 2. May 8, 2018 Regular Meeting
  - 3. September 10, 2018 Regular Meeting
- B. Accept resignation of Larry Cole from Harwich Energy Committee and as Harwich representative to CVEC effective September 30, 2018

Mr. McManus moved approval of the Consent Agenda. Mr. Ballantine seconded the motion. Mr. Howell clarified that Mr. Cole's resignation from the Harwich Energy Committee is effective immediately. Mr. Ballantine thanked Mr. Cole for all his service to the Town. The motion carried by a unanimous vote.

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

A. Cape Light Compact's Three-Year Plan – *Maggie Downey*

Ms. Downey, Administrator and Brianna Kane, Program Manager, presented the Three-Year Plan for the Cape Light Compact and took questions and comments from the Board.

**NEW BUSINESS**

A. Annual Meetings with the Selectmen:

1. Waterways Committee

No one appeared before the Board from the Waterways Committee.

2. Historic District/Historical Commission

Mary Maslowski, Chair, provided the annual report of the Historic District/Historical Commission.

B. Board of Selectmen FY20 Budget Message

Chairman Kavanagh asked for feedback on the budget message. Mr. Howell said he would like to include in it that we will be bound to keep an eye on the cumulative effect of the borrowings that we've made noting that not all of them are under the Board's purview. Chairman Kavanagh asked for all comments to be forwarded to her.

C. Authorize Chair to sign Change Order for the Saquatucket Landside Project in the amount of \$87,450

Mr. Ballantine indicated that on these items he would like to see what was appropriated and what was spent to date and Mr. MacAskill and Mr. Howell agreed. Mr. Howell encouraged that a narrative be included with a recommendation to award and indicating that money is available. Mr. MacAskill moved to approve the Change Order for \$87,450 to Eastward Company for the Saquatucket Landside project as presented. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

D. Liquor/Entertainment License Violation – Ember – *recommend referring this matter to Hearing Officer/Town Administrator*

Mr. MacAskill moved that we refer the Liquor/Entertainment License violation for Ember to the Town Administrator as the Hearing Officer. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

E. Resignation of Ernest Crabtree as a full member of the Conservation Commission and appointment to Conservation Commission as an associate member

Mr. Howell moved to accept the resignation of Ernest Crabtree as a full member of the Conservation Commission. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Mr. Howell moved to appoint Ernest Crabtree as a Conservation Commission associate member with a term to expire June 30, 2021. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

F. Appointment of John Ketchum as a full member of the Conservation Commission and as the Commission's representative to Community Preservation Committee

Mr. Howell moved to appoint John Ketchum as a full member of the Conservation Commission with a term to expire June 30, 2019. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

Mr. Howell moved to appoint, at the recommendation of the Conservation Commission, John Ketchum to the Community Preservation Committee with a term to expire June 30, 2019. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

## G. Proposed Harwich Center Initiative Committee – *Larry Ballantine*

Mr. Ballantine proposed that we initiate this committee as an ad hoc committee with a finite date and suggested the end of next December. He discussed the Harwich Center study done by the Cecil Group in 2000 regarding revitalizing the Center as well as one done by the Cape Cod Commission in 2009 regarding prioritizing the Cecil Group's objectives. He read the proposed charge. Mr. McManus pointed out that there was a second report from the Cecil Group as well and commented that it is about time we take all the information and move forward with it. Mr. Ballantine moved to accept the formation of the Harwich Center Initiative ad hoc committee. Mr. Howell seconded the motion. Chairman Kavanagh noted that it will be a 7 member board. The motion carried by a unanimous vote.

## **OLD BUSINESS**

### A. Tax Collection – breakdown of legal costs

Mr. Clark reported that the breakdown of costs is in the packet. He explained that we pay each of the attorneys and the amount gets added to the lien so we do ultimately recover the cost. He suggested having Attorney Bloom walk through some of the situations to get a flavor of what is going on with collections. Mr. MacAskill stated that he noticed that not everything gets added to the tax liens with Attorney Coppola. He said he wants to see what other towns are doing and other options. He suggested having this discussion when they discuss Town Counsel options. Chairman Kavanagh said they'll come back with more information.

### B. Status of Outreach Coordinator RFP

Mr. Clark said we put out the RFP and actively sought out people but didn't have any takers. He suggested funding it from a more substantial funding source for a period of time to kick start things and said he was going to put it in as a capital request but still try to recruit a firm to come in and do the work from this year's budget to bring us to July 1. He said having a more significant amount of funding may draw more interest. Mr. Ballantine said doesn't disagree with the approach and doesn't want to give up on it for this year. He said he would like to take another crack at the RFP as it may have been too vague and he will add more specifics and details. He said he would like to work with Mr. Clark and the Wastewater Support Committee on it.

### C. Board Policy on Access to Town Counsel

Mr. Howell said he wrote this policy with a previous Selectman and it doesn't speak to any member of the Board of Selectmen but rather speaks to boards under the Board of Selectmen's jurisdiction. He noted that a Selectman went to Town Counsel to ask a specific legal question and he doesn't see someone addressing a concern with legal counsel as a violation. Chairman Kavanagh noted that Mr. MacAskill asked for this to be on the agenda. She added that she doesn't get the same interpretation of the policy that Mr. Howell does. Mr. MacAskill said he was the one who contacted Town Counsel and it was pointed out to him afterward that he needs to go through the Chair. He said he read the policy similar to the way Mr. Howell did. Chairman Kavanagh stressed the need to clarify the policy and Mr. Ballantine agreed. Mr. Howell said he would be happy to add another line to clarify this. Mr. McManus stated that there are two confusing issues as there are certain areas that Board of Selectmen and other Committee members need advice from Town Counsel such as ethics and conflict of interest and that is not the sort of question you can pass through the committee chair to make that request. He added that although the policy states "under the jurisdiction," they are the Executive Board and act collectively, not individually. Mr. Howell made the following statement: Sometimes on a board there is a desire to get something done, call it a rush to judgement, and there is an understanding about where we need to go, sometimes one person can bring up whether it's legal to get there the way you're trying to and I believe that's what Mr. MacAskill was trying to do because it had nothing to

do with casting aspersions on anyone. There has to be a prospect for Selectmen to be able to get to legal counsel when you're taking votes on things that are going to hinge on the legality of them. I know we act together, but there's 5 of us, because invariably there's a particular issue, there's no way of testing one person's viewpoint. I don't see how we can proceed in a situation that's so cumbersome that we can't get in touch with legal counsel without going through the Chair given the fact that we are looking at a 5 or 10 year period of time where it hasn't been a problem. Chairman Kavanagh said she didn't try to deter anyone from reaching out to Town Counsel but had she been asked, she would have. She commented that you have a Chair for a reason. Mr. McManus said if they are going to update the policy, then they should point out that dichotomy of making it clear in cases of getting legal advice for specific issues, Selectmen can make the approach independently. Mr. Howell said he would bring back the policy.

#### D. Town Administrator authority to approve contracts and approval of Capital items over 50K

Mr. MacAskill said he brought this forward last year as well and he thinks the limit we have set is far too high but he was unsuccessful at reducing it to \$10,000. He commented on the importance of transparency. Mr. Ballantine said he voted years ago to raise it to \$50,000 and he thought it was appropriate with the large budget we have but agreed with Mr. MacAskill that it does increase transparency. He suggested reducing it to \$25,000. Mr. McManus said he had no objection to leaving the limit where it is provided it is a budgeted expenditure. Mr. Howell said the Board no longer looks at payment warrants and they used to do that. He said the items under \$50,000 is where most of the action is. He stated that \$10,000 is perfectly reasonable. Chairman Kavanagh noted that they would be looking at a lot of volume and they are employing a Town Administrator and this was the philosophy when they discussed this previously. She said she would like to know the impact on the departments if this were reduced. Chief Clarke said it doesn't make sense for him to submit payroll and bill schedules for the Board's approval and that is what the Town Administrator is for. Mr. Howell said he isn't advocating for that but rather he is just saying the Charter originally called for that. Chief Clarke disagreed that there wasn't transparency with the contract process. Chairman Kavanagh pointed out that the Board does see the contracts prior to the execution and they should have questions at that time. She commented that if we are going to reduce it to \$10,000 we have to think about what we are doing to the day to day business of the Town. Mr. MacAskill moved that we lower the Town Administrator's authority to approve contracts and approval of capital items over \$50,000 to \$10,000. Mr. Howell seconded the motion. Mr. McManus said the Charter doesn't allow us to set a dollar value, we can only delegate certain classes of contracts. Mr. Howell said we could probably get a legal opinion that says it is a class of contracts insofar as the procurement regulations delineate a small purchase from a contract. Mr. McManus agreed that a dollar value is a legitimate way to classify. The motion failed on a 2-3-0 vote with Chairman Kavanagh, Mr. McManus and Mr. Ballantine opposing the motion. Mr. Ballantine moved that we reduce the Town Administrator's delegating authority from \$50,000 to \$25,000 effective December 1. Mr. Howell seconded the motion and the motion carried by a 3-2-0 vote with Mr. McManus and Chairman Kavanagh in opposition.

## CONTRACTS

#### A. Assistance to Fire Fighters Grant Program funding

Deputy Chief LeBlanc reported that the project is broken up into four separate parts but the total of purchases is over \$50,000 and these are all state contract purchases. Mr. McManus moved we approve the award in the amount of \$57,467. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

#### B. Community Center EMS \$55,839 – 25A Procurement

Mr. Clark reported that this contract is consistent with procurement law under Section 25A for Energy Conservation Measures as it is \$100,000 per building. Mr. MacAskill moved that we approve the contract

for the EMS System in the Community Center for \$55,839. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

## **TOWN ADMINISTRATOR'S REPORT**

### **A. Contracts under \$50,000:**

1. King Information Systems for records management - \$39,824
2. Town Hall EMS, Police Station EMS, Fire EMS – Total \$80,968
3. Centralized EMS \$6,231 – DPW funded
4. Bike Crossing System \$24,500

Mr. Clark outlined the above contracts under \$50,000.

### **B. Cable License Renewal**

Mr. Clark said the Board hadn't expressed interest in a Cable Committee so he would probably put together an interview team. He said there are several other towns where the contracts are up so he may reach out to those towns to see if we can collaborate by hiring one attorney.

### **C. Liquor License update – additional 3 licenses – status**

Mr. Clark reported that we sent a letter to Senator Cyr and Representative Peake asking to have the Special Legislation go forward to the three seasonal licenses that are requesting to go to annual which was approved at Town Meeting.

### **D. Announcement – Administration's Wastewater Meeting – Oct. 3, 2018 at 6 pm – Cultural Ctr.**

Mr. Clark announced the above-referenced meeting.

### **E. Departmental Reports**

There was no discussion or action on this item.

## **SELECTMEN'S REPORT**

### **A. Goals and Objectives**

Chairman Kavanagh asked for the Board to provide input on the goals and objectives by tomorrow.

## **ADJOURNMENT**

Mr. MacAskill moved to adjourn at 9:00 p.m. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel  
Recording Secretary

The Facilities Committee is pleased to provide an annual update on the essential work and services provided by the Community Center. We also are eager to share our short and long range goals as we look toward and prepare for the future of the Center. We have included our charge as voted in 1998 STM, Article 5.

### *Community Center Purpose*

The Community Center serves many critical functions for the Town and for all members of our local and surrounding communities. We host many town-wide events, notably our Annual Town Meeting and town election, as well as holiday events, service opportunities, and educational activities. In addition to our larger annual events, we also offer recreational, entertainment, special interest, and support services year-round on a daily basis as well as specialized care and opportunities for youth, seniors, and veterans.

Further, a huge variety of clubs and organizations, class instructors, and community members use the building for their meetings, events, classes, and other activities. In providing space and resources for these groups, the Community Center is able to support local groups and to encourage community-building and involvement among our residents. These classes and programs provide an invaluable opportunity for members of our community to build lasting relationships, to find and develop their interests, and to learn new skills. We are always working to better support and promote the existing groups using the Center and to expand our offerings and outreach to meet all community interests and needs.

We are excited to announce that the Community Center celebrated its 18<sup>th</sup> birthday in February! We are proud to have reached this milestone and we remain steadfast in our commitment to the mission that has guided our actions and priorities since the building first opened.

The much needed gymnasium floor resurfacing was completed in May. The gym was not able to be used for fourteen days while the work was being done which required the need to creatively accommodate programming either outdoors, in other activity rooms or at the Cultural Center during the work. Although the repairs were a big undertaking it was vital for the continued upkeep of the facility.

### Usage

Consistent with years past, the Community Center has had a highly successful year to date. We continue to expand our programming and our efforts to benefit a growing number of individuals and groups in our community. We continue to collect data concerning the monthly usage of the Center. The installation of door counters has begun collecting information on the enormous amount of people coming into the building. Additionally, the numbers in the table below show the monthly usage breakdown for nine months of the 2018 calendar year.

January:	12,783
February:	12,551
March:	13,338



April:	10,230
May:	13,978
June:	16,634
July	23,213
August	10,205
September	

In addition to the counts detailed above, one of our five activity rooms is used by the Treasurer's Department in June and July for beach and transfer station sticker sales. This room is taken offline to all other rentals for this time period. During this time, thousands of additional people make use of the Center for the purpose of buying stickers. These thousands of additional patrons are above and beyond the numbers listed above.

#### *Weight Room*

As has been true in past years, the Community Center Weight Room continues to be one of our most popular resources available to Harwich residents. We have an ever-increasing number of sign ups, as people take advantage of one of the multiple membership options we offer. These membership types include daily, weekly, monthly, seasonal, and full-year options. All Weight Room memberships run on the Town's fiscal year calendar. Since July 1, 2018, there have been 542 individuals who have purchased one of our memberships and more people are joining each and every day. These sign-ups have brought in approximately \$61,915 in revenue from January 1, 2018 –September 1, 2018. Further, we continue to function as a Silver Sneakers location which gives seniors with this Medicare supplement program access to our Weight Room without any out-of-pocket cost. Members of this program continue to express their gratitude for this service.

Jill Brown, a certified personal trainer, continues to offer free drop-in appointments for Weight Room members and due to the growing demand for these services her hours have expanded from one morning per week to two mornings. The focus of her job is to show people how to correctly and safely use our Weight Room equipment. She also helps members craft individualized workout plans based on their needs and goals. She functions to make our facility a safer and healthier place and her services have increased the satisfaction and confidence our of Weight Room users. We and our members are very thankful for her continued assistance. Jill works 4 hours a week in our weight room and adds a great deal of knowledge and expertise to the Weight Room.

#### *Passport Services*

Our two certified passport agents, Carolyn Carey and Samantha Estabrook, continue to meet a high community demand for passport services. This service meets a significant and continuously-growing community need. On a national level, passport numbers are tracked from October 1 through September 30 in a given year. With that structure in mind we can report that the town has processed 412 new passport applications and has assisted many others with the renewal process to the date of September 19<sup>th</sup>.

### *Gardens*

Dedicated maintenance and care of the gardens on the exterior of the Community Center continues. This work has been spearheaded by Community Center patron Toni Hollingsworth who has assumed the role of Head Volunteer for the gardens. She brings many years of professional and educational experience to her work and has contributed countless hours to the restoration and beautification of our gardens. She and the other volunteers working with her have performed hours upon hours of weeding, watering, planting, and the spreading of compost and mulch. As an exciting note, the volunteers working with Toni this summer have ranged from ages 12 to 100!

### *Annual Events*

We are continuing in our efforts to host multiple large annual events and celebrations. This past April, we again held our Annual Egg Hunt. This year, we held the hunt in the field behind the Community Building and we had well over 300 children come to seek out more than 7,000 eggs and many other fun prizes. This was a fun and safe event for so many of our local families.

Earlier in August, we held our ninth annual Community Yard Sale on Saturday, August 4<sup>th</sup> from 9:00 am -1:00pm at Brooks Park. We sold spaces to over 35 vendors for a fee of \$20.00 per space. The money collected goes to the Town's general fund. Over the course of the 4 hours hundreds of people stopped to shop and enjoy the day. The sellers reported great sales and it was a positive event for vendors, buyers and the Town of Harwich.

The Cranberry Festival was held on the grounds of the Community Center again this year. The building was filled with visitors utilizing the indoor facilities and the event was hugely successful.

Looking forward to the remainder of the year we will be busy with some of our traditional and most popular events such as "Boo-tique", our 17th annual Halloween celebration and our second annual Touch -A-Truck event. Moving closer to the holiday season we will be working closely with the Department of Children and Families collecting gifts for our annual "Mitten Tree".

### *Donations*

On July 16, 2018 we received from Ora Gaylord Arooth Trust a donation of \$11,165 dollars made in memory of Joseph Arooth. This gracious gift in the past has provided the Community Center with needed equipment for the building, training for staff and countless other things that I hope have enhanced the experience of all those that utilize the building. We are so grateful for this gracious gift and will continue to cautiously and appropriately utilize these precious funds.

Before concluding this report, it is important to mention the newly expanded hours of operation at the Community Center. The move to have the gymnasium open for "open gym" times as well as the Fitness center open on Sundays began on September 23, 2018. We will be closely monitoring the progress of this venture and will be able to report with detailed specifics at the conclusion of the trial period.

The Community Center is continuing its work toward its goals for this coming year:

1. Assess Room and Weight Room fee's
2. Address Security Concerns
3. Set up File retention Storage in the basement
4. Create/Update Policy manual for the building

As always, we remain committed to the continued growth and success of the Community Center. Our continued support and commitment to existing programs, resources, and groups, as well as our ongoing effort to expand our services and programming will enable us to meet and even exceed these goals. We seek always to meet the ongoing and developing needs of our Town and all of its residents. We look forward to working with you, all other Town Departments, and the larger community as a whole to best serve the Town of Harwich.

Harwich Golf Committee

**2018 Review**

Clem Smith, HGC Chair



*Front View of the new Cart Barn*

## Selectmen's Discussion Points

Member Attendance - 80%

Sworn Members - 100%

State Ethics testing - as of October -100%

Posting of Agendas and Minutes - up to date in both areas through September 2018

## Review of 2018

2018 proved to be another productive year for operations of the Harwich golf department. Recently the Golf committee had two vacancies. Mr. Steve Bilotta and Mr. Jack Connolly were named to the committee, and both individuals have strong business backgrounds that make them ideal replacements for Jeff Williams and Mr. Robert Kingsbury. These former members served the committee very productively. The committee stands on the principle that the committee represents all people in the Harwich community, and not just those that choose to play golf. They are a welcomed addition and will help to insure the continued success of the HGC. Also, continuing as members of the committee: John Crook, Martha Duffy (Vice Chair), Tom Johnson, and John Wheeler.

Included are a (See gallery) group of pictures that represent the construction phase of our new Cart Barn facility. At this point in time the building is 95% complete. The necessary last steps will include landscaping and beautification (See plan in addendum), removal of the existing Cart Barn structure, car park restoration, electrification of the building/ along with the Solar component, and construction of the clean water recycling system. The workmanship has been outstanding and is a credit to all those involved. The usual delays of course have held the up project somewhat, but the prospect of being open and ready for business in April of 2019 are excellent. This facility will now house a new fleet of electric, state of the art golf carts, for the 2019 season.

On the business side of operations all major categories of revenue are up. In today's competitive golf market place this an outstanding accomplishment. (Please consult the summary of revenue gains).

Roman Greer, Director of Golf and his staff have once again excelled in providing a superior customer service based experience for both Annual Fee Players, and the general paying public at large. Our committee's goal of growing the game was highlighted by hosting the National "Drive, Chip, and Putt" competition for young golfers between the ages of 7 and 15.

In 2019 we will host the Ma. State Junior Women's Championship and the following year the Junior Men's Championship.

Consultation with the USGA continues on our behalf. This year Shawn Fernandez and his crew have once again done an outstanding job at maintaining the course and



*USGA Visit to CV in July*

grounds. This summer water resources were stretched to the max along with an extended period of high humidity, but his crew was up to the challenge. Negotiations with the Hot Stove to continue as the food service provider are underway, as well as securing a new contract with the "Bob Miller" instructional group. The public response to both these services continues to be very positive. We are truly fortunate to have them as part of the CV team.

*Respectfully submitted,*

*Clem Smith, Chair HGC*

**Photo Gallery and Addendum Documents**







*Steel supports for superstructure*





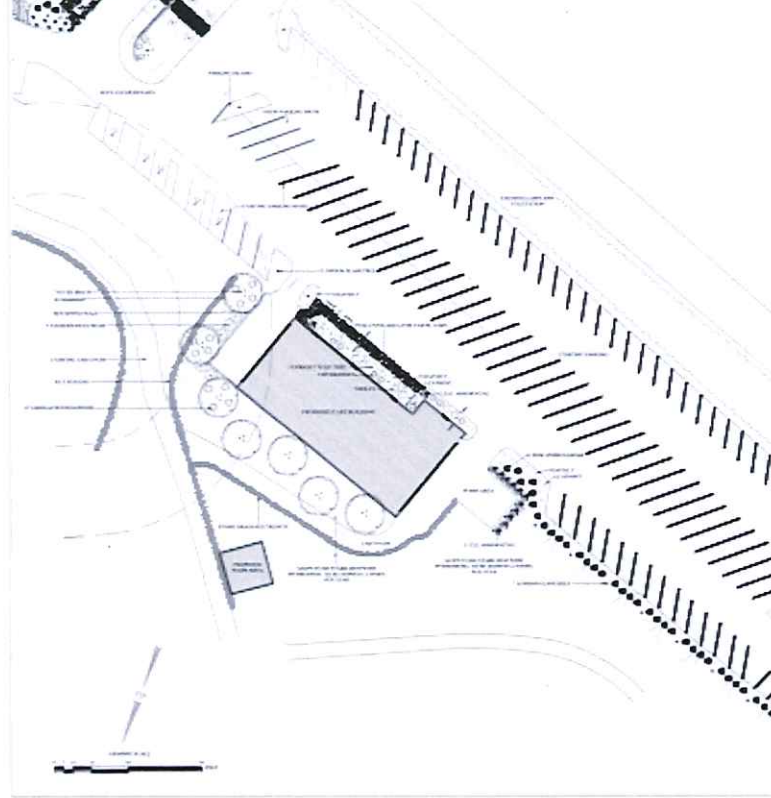
*Completed building with Parking lot facing facade that will be landscaped*

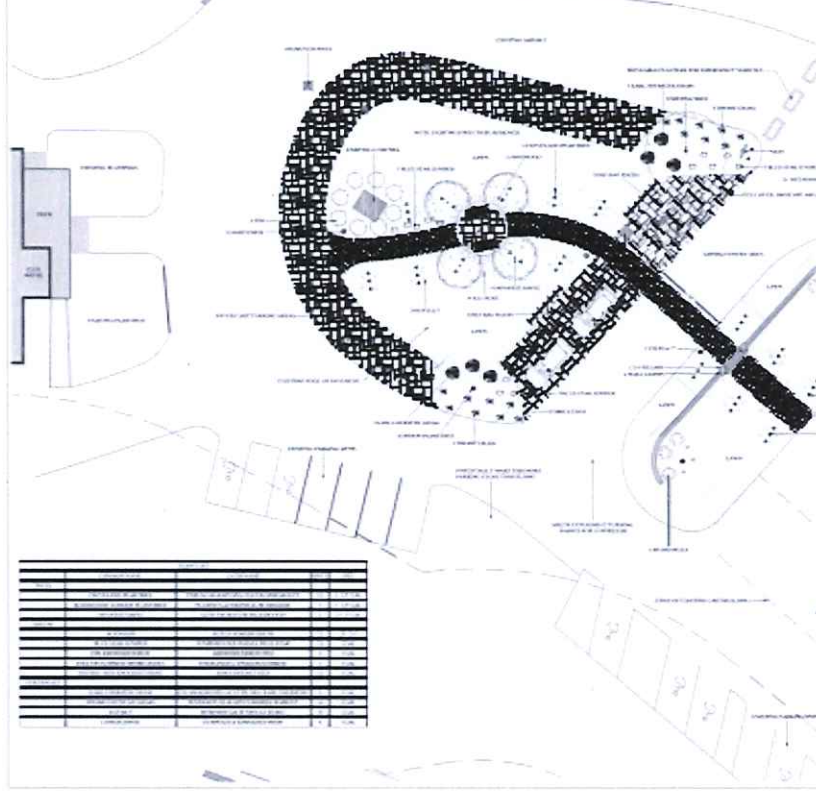


*Interior spacing for a 80 car fleet*



USGA provided contract services that help provide the latest in Turf Management industry trends and analysis. This insures our competitive position in the Municipal golf business. The complete report is available on the Town of Harwich web site.





No.	Description	Area (sq. m)	Remarks
1	Plot Area	10000	
2	Building Footprint	3000	
3	Open Space	2000	
4	Parking Area	1000	
5	Driveway	500	
6	Other	6000	
<b>Total</b>			



*Rough-in of new access road for cart return behind new building eliminating traffic congestion around club house*

### **Director's Addendum - 2018 Season Review**

Exciting capital projects are moving forward to completion, resident memberships and participation continue to rise, overall revenues are reaching new high water marks and golfer development initiatives show promising results.

The Golf Infrastructure Project, highlighted by the building of a new cart barn that will house an electric fleet to be charged by solar power, moves forward. It was a challenge to operate the busiest 18 hole golf course on the Cape around the



construction, but good planning and cooperation with staff and builder mitigated any impact on customers and events. Town Administration is currently working with Eversource to bring electric service to CV for the opening in Spring of 2019.

For the third year in a row, the number of resident Annual Fee memberships increased. We are seeing more participation than any time in recent memory. The golf course is hitting all-time highs in league play with a Monday Quota League (@40 participants per week in mid- summer), Tuesday Ladies day (100), Wednesday Men's Sweeps (140) and Thursday Twilight League (34).

Our Annual Member Satisfaction Survey once again returned great results, giving us usable feedback and showing an overall high level of satisfaction among Harwich resident members. Strong facility usage by Harwich residents was matched by non-resident fee-players.

***Greens fee revenue for FY18 increased by 10% over FY17. While weather and changes to advance payment policy contributed to this increase, positive returns in nearly every revenue category (cart fees 3%, range 10%, range memberships 25%) allowed the Golf Department to set a new high in revenues at 1,856,220 in FY18 (up 4% over FY17).***

Marketing the golf course, both locally and regionally, is critical to revenues. The advertising plan at CV continues to evolve from the old days of print ads in magazines and newspapers to more modern initiatives such as video ads (cable, streaming, social media), a new dynamic website ([www.cranberryvalley.golf](http://www.cranberryvalley.golf)), and creation of a CV App for smart devices, direct email and Search Engine Optimization services. Cranberry Valley's stature in the regional golf landscape is also an important marketing feature.

The golf course continues to host high profile State Championships and Qualifiers. In 2018 CV hosted the MGA Amateur Qualifier. These events have a lasting impact on the golf course's reputation among New England golfers, contribute to golf course revenues, and impact the Harwich economy in a positive way.

Our partnership with Miller Golf (Independent Golf Instruction License holder) has been a central part of golfer development, as their team run weekly men's & ladies clinics, offers individual instruction, and summer youth programs. Our staff at CV helps to oversee an award winning PGA Junior League program that, in partnership with Harwich Port GC, administers an All-Harwich league of over 80 kids. These programs feed the local school programs, where CV is a home for both Monomoy Middle and High school programs. This helps tie our programs to national initiatives and get the youth of Harwich playing and competing at an early age.

It further illustrates how active a partner Cranberry Valley is with the Harwich community. Strong support from Town Administration, the Town Selectmen and the Harwich Golf Committee have helped establish CV as a great place for residents to recreate and socialize, for nonresident guests to visit and for the regional golf community to compete. Current capital projects now and in the future will continue to enhance the golf experience at CV. This helps foster a market position as one of the Cape and Southern New England's premier municipal golf venues.

*Roman Greer*

*PGA Director of Golf Town of Harwich*

**Summer 2018 Information**

We had a very successful summer beach season with very busy beaches and ponds. We were fully staffed at the beaches this year with 35 lifeguards, 6 gate guards, 2 beach supervisors, and 2 parking enforcement officer at the beaches this past summer.

**SUMMER 2018**

Daily Passes	3967	\$79,340
Res. Season Stickers	7247	\$217,410
One Week Stickers	710	\$46,150
Two Week Stickers	110	\$13,750
Season Stickers	206	\$30,900
Duplicate Stickers	79	<u>\$395</u>

**Total-- \$404,402**

Our Parking Enforcement Officers also wrote 316 parking violation tickets for an estimated revenue of **\$16,550**

**Summer Programs**

Our summer programming schedule was also very successful this year with approximately 1407 children participating in summer programming. These were our highest youth summer program numbers ever. New this summer were kayak and stand up paddle board rentals at Cahoons Beach 7 days a week. We had 157 rentals go out for the summer. Also new, was our Bonus 5<sup>th</sup> Session of Summer Camp for the first time ever. It was very well attended and looks like it will be a summer program staple going forward.

(Breakdown)

Playground Camp-	558
Tennis-	110
Swim Lessons-	218
Basketball Clinic-	110
Lifeguard Training-	6
Babysitting Class-	13
Archery-	20
Guard Start-	15
Summer Kick Off Event	200
Kayak/SUP Rentals	157

**Fall/Winter/Spring Programming**

Over the past year, we have offered over 75 different programs for children, adults and seniors. We continue to strive to expand programming and offer several new programming alternatives every recreational season with citizens of all ages and interests in mind.

## **New Sunday Open Gym Program**

Beginning Sunday September 23, the Recreation gymnasium and game room will be open from 10am-3pm every Sunday. Funding was secured in the FY2019 Budget process to have 2 Activities Coordinators working each Sunday to supervise gym and game room activities.

## **Recent Recreation Department Projects**

- We just finished the installation of a new irrigation system at Whitehouse Field. This was funded through the Community Preservation Committee.
- We are finishing up Phase 4 of the Brooks Park Improvement Project with the construction of a new restroom facility. This phase also included the expansion of the current playground. This was funded through the Community Preservation Committee.
- Red River Beach parking lot received new drainage, paving and overlay this past Spring, This was funded as a Capital Project.

## **Upcoming Recreation Department Projects**

- We received funding from the CPC for Brooks Park Improvements Phase 5 which includes a new LED lighting system for the park to illuminate tennis courts, pickle ball courts, basketball courts, playground, and parking lot. We plan to have this project out to bid this Fall.
- We also received funding as a Capital Project for the paving and overlay of Bank Street Beach parking lot. This project will be done in time for the Summer 2019 Season.

## **Potential Future Recreation Department Projects**

- We will be seeking funding for a Whitehouse Field Improvement Project which will include a new scoreboard, as well as, new safety netting and poles to protect spectators down the third and first base lines.
- We will also be seeking funding for materials for 11 new lifeguard stands to go at all guarded Town of Harwich Beaches.

# Harwich Housing Committee 2018 Annual Report

During the year the Housing Committee gained two new members Joe McParland and Meggan Patterson, giving us a full committee of five members. All members have completed the Conflict of Interest Law Course and have received a Certificate of Completion and all members have been sworn in.

New officers were voted on for the present year with Arthur Bodin remaining as Chairman and Meggan Patterson as Secretary. We hold monthly meetings (with the exception of July and August), submit and post agendas and minutes for each meeting.

- Six affordable Habitat for Humanity homes are planned for construction in West Harwich and Community Preservation Committee Funding was approved for the infrastructure of that project.
- At the Annual Town Meeting, the voters approved the Affordable Housing Trust. CPC Funds were approved to fund the Trust which will be the vehicle that will drive housing efforts including funds to hire a *Housing Coordinator*.
- Housing Committee members have participated in many Housing Educational programs during the year. The list includes:
  1. The 2018 Cape Housing Institute, presented by Community Development Partnership and the Housing Assistance Corporation. It is a six-week course held for Lower Cape Communities at the Harwich Cultural Center.
  2. Cape Housing Institute Peer Group Meetings.
  3. Representative membership in the Barnstable County Home Consortium.
  4. Visits to other Lower Cape Housing Committee meetings, including Orleans, Brewster and Chatham to learn first hand what other Housing Committees are doing.

The 2018 Housing efforts have been a Community effort with the Housing Committee taking part in what will be a productive future for housing in Harwich. All in all, it was a good year for housing. A list of the members on the Team includes:

- Board of Selectmen
- Planning Department
- Community Preservation Committee
- Housing Committee
- Housing Authority

### BUDGET/WARRANT TIME LINE 2018-2019

Friday, August 24, 2018	Capital Budget Instructions submitted by T A to Departments	
Friday, September 21, 2018	Deadline for submission of Department Capital Budgets to the T A	
Monday, September 24, 2018	TA presents BOS with 5-Year Financial Plan	<b>Charter 9-2-1/on or before October 1<sup>st</sup></b>
TBD	MRSD meeting with B O S and Fincom to discuss enrollments by class and demographics, including a five year projection of same.	
Monday, October 1, 2018	Deadline for submission of C P C requests	
Monday, October 1, 2018	BOS Budget Message to guide TA in developing budget Requests - Including Board agreed to goals	<b>Charter 9-2-2/on or before the first Tuesday in October</b>
Monday, October 22, 2018	Capital Outlay Committee submits 7-yr Capital Outlay plan to T A	
Monday, October 22, 2018	Joint Meeting with MRSD, Finance Committee and Capital Outlay Committee to discuss: <ul style="list-style-type: none"> <li>• State of the Town/BOS Budget Message</li> <li>• MRSD Budget/Enrollments</li> <li>• Finance Committee Priorities</li> <li>• Capital Budget Requests</li> <li>• Outlook for 2020</li> </ul>	
Wednesday, October 31, 2018	Operating Budget instructions submitted to departments by T A	
Friday, November 30, 2018	Deadline for submission of department operating budgets to T A	<b>Charter 9-2-3/on or before the 1<sup>st</sup> Friday of December</b>
Friday, November 30, 2018	Deadline for submission of departmental warrant articles to T A	
Monday, December 10, 2018	B O S Review and discussion of potential warrant articles	
Monday, December 10, 2018	TA submits 7-yr Capital Outlay Plan to joint meeting of BOS/ Finance Committee	<b>Charter 9-6-3/during the month of December</b>
Monday, December 24, 2018	MRSD School Vacation	
Monday, January 7, 2019	BOS/FINCOM/Capital Outlay Committee hold joint Public Hearing on submitted Capital Outlay Plan	<b>Charter 9-6-4/on or before the 2<sup>nd</sup> Friday in January</b>
Friday, January 25, 2019	All items to be bid must have specifications in TA's office by 12:00 P.M. to be assured of bid process for Town Meeting	
Monday, January 28, 2019	Meeting with B O S and Fincom to discuss first draft budget and five-year plan with MRSD and Cape Cod Tech	
February – March	Fincom review of budgets and articles	
Monday, February 4, 2019	Last BOS meeting before Annual Warrant closes	

CPC, TA and Capital Outlay Committee Recommendations		TOWN OF HARWICH CAPITAL BUDGET REQUEST SUMMARY (FY 20 TO 26)						Original 9/25/2018						10/3/2018
Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes
<b>ADMINISTRATION</b>														
Admin	Harwich Center ADA Sidewalk Project	1A	FC				\$ 450,000							
	Harwich Center ADA Sidewalk Project Grant		Grant				\$ 250,000							
Admin	Harwich Center Initiative							TBD						
Admin	Albro House - Renovations	1A		\$ -	\$ -			TBD						CPC - Historic
Admin	Demolition/Remediation-203 Bank Street and Parking Lot Improvements		FC				TBD							
Admin	Walkway Reconstruction Rte 28 SAQ to Harwichport (Supplemental)	3B	FC		\$ -	\$ -	\$ 450,000							Potential State Funds ADA/Massworks
Admin	Walkway Reconstruction Bank Street Center to Rte 28	2B			\$ -	\$ -	\$ -	\$ 350,000						
Admin	Insurance work to maintain Former West Harwich School on Bells Neck	2B	FC		\$ -	Under \$50K	TBD	\$ -						Keep land Gen. Mun. Use
Admin	School House Road Revision to Site Plan Expand Parking Lot							TBD						
Admin	Preparation and Utilization of Queen Anne Road Solar Farm Expansion							TBD	TBD					
Admin	Updates to the Cultural Center Building (See Facility Maintenance)	1B												
Admin	Green/Fuel Efficient Fleet Replacement Schedule		FC				\$ 16,000	\$ 16,000	\$ 17,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	Lease with Federal Credits
<b>ADMIN SUB-TOTAL</b>					\$ -	\$ -	\$ 1,166,000	\$ 366,000	\$ 17,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 1,621,000
<b>CEMETERY</b>														
Cemetery	Pet Burial Ground completion		Pet. Revolve.											
Cemetery	Cemetery Mapping and Software	1A	Perptual Care	\$ -	\$ -	\$ -	\$ 30,110							CPC - Historic
Cemetery	Cemetery Operations Building - Office and/or Cremation Area	1A	Cemetery Rev.	\$ -	\$ -	\$ -		\$ 505,634						\$345K Steel Building \$141K Cont
Cemetery	BLP 500 M2 Animal Cremation Retort (Cremation Device)	1A	Cemetery Rev.	\$ -	\$ -	\$ -		\$ 95,664						New Revenue to Offset Costs
<b>CEMETERY SUB-TOTAL</b>					\$ -	\$ -	\$ 30,110	\$ 601,298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 631,408
<b>COMMUNITY CENTER</b>														
Community Center	Roof Replacement- (See Facility Maintenance)	1B							\$ -	\$ -	\$ -			
Community Center	Generator Replacement (See Facility Maintenance)	1A							\$ -	\$ -	\$ -	\$ -	\$ -	
<b>COMMUNITY CENTER SUB-TOTAL</b>					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CONSERVATION</b>														
Conservation	Harwich Artificial Reef (Additional Project)	1B							\$ 250,000	\$ -				
Conservation	Shore Stabilization/Jetty Extension Red River Beach	1B	CPC				\$ 100,000	\$ -						
<b>CONSERVATION SUB-TOTAL</b>					\$ -	\$ -	\$ 100,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
<b>ENGINEERING</b>														
Engineering	MS4 Municipal Surface Drainage Plan and Improvements		FC		\$ -	\$ -	\$ 40,000	\$ 100,000	\$ 100,000	\$ 100,000				Mapping FY 20/Improvements 3 years
Engineering	Crossing Lights		CPC-UN/Rec	\$ -	\$ -	Under 50K	\$ 30,000							CPC - Recreation
<b>ENGINEERING SUB-TOTAL</b>					\$ -	\$ -	\$ 70,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 370,000
<b>FACILITY MAINTENANCE</b>														
Facility Main.-DPW	Implement Facilities Wide ADA Compliance Plan Improvements	1B	FC		\$ -	\$ -	\$ 20,564	\$ 11,605	\$ 75,235					
Facility Main.-DPW	Energy Management System Brooks Library HVAC	1B						\$ 65,000						
Facility Main.-DPW	Community Center - Replace Two A/C Compressors	1B					\$ 20,000		\$ -					
Facility Main.-DPW	Highway Barn Metal Roof- Insulation	1B					\$ 260,750							
Facility Main.-DPW	DPW Facilities and Mechanic Shop (Formerly Shop Only)	1B					\$ -					\$ 1,200,000		
Facility Main.-DPW	DPW Air Quality Retro-Fit	1B					\$ -	\$ 75,000						
Facility Main.-DPW	Brooks Library Roof	1B						\$ 135,000						
Facility Main.-DPW	Cultural Center - Boiler Replacement	1B							\$ 160,000		\$ -	\$ -		
Facility Main.-DPW	Cultural Center - Window Replacement Sash Windows that Failed	1B							\$ -	\$ 200,000	\$ -	\$ -		
Facility Main.-DPW	Cultural Center - Window Replacement -Casements and Picture Windows	1B							\$ -	\$ -	\$ 200,000	\$ -	\$ -	
Facility Main.-DPW	Community Center Generator	1B							\$ 105,000					
Facility Main.-DPW	Community Center Remove and Replace Privacy Fence	1B							\$ 52,000					
Facility Main.-DPW	Community Center 3 Condensing Units and Air Handlers	1B								\$ 275,000				
Facility Main.-DPW	Community Center Roof Replacement	1B								\$ 240,000				
Facility Main.-DPW	Library Boiler Replacement	1B									\$ 120,000	\$ -		
Facility Main.-DPW	Community Center Boiler Replacement	1B									\$ 120,000	\$ -		
<b>FACILITY MAINTENANCE SUB-TOTAL</b>					\$ -	\$ -	\$ 301,314	\$ 286,605	\$ 392,235	\$ 475,000	\$ 440,000	\$ 240,000	\$ 1,200,000	\$ 3,335,154

Department	Project	ATM #	P	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes
<b>FIRE</b>															
Fire	Phase 3 Townwide FY 20/Police and Fire Radio System (Phased)	1				\$ -	\$ -	\$ 40,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ -	FY 20 Phase 3 and 5 years at \$200K
Fire	Lockers HQ			FC		\$ -	\$ -	\$ -	\$ 60,000						
Fire	Ambulance Replacement Program			FC		\$ -	\$ -		\$ 368,225		\$ 386,636		\$ 405,969		
Fire	Auto Extracation Equipment - (Town Funded Portion)					\$ -	\$ -	\$ 5,000		\$ -	\$ -				
Fire	Auto Extracation Equipment - (Federal/State Grant Funded Portion)					\$ -	\$ -	\$ 95,000		\$ -	\$ -				
Fire	Air Pack Replacement Program - (Town Funded Portion)					\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -				
Fire	Air Pack Replacement Program - (Federal/State Grant Funded Portion)					\$ -	\$ -	\$ -	\$ 380,000	\$ -	\$ -				
Fire	Pumper Truck Replacement Scheduled	1				\$ -	\$ -	\$ 600,000	\$ -						
Fire	Ladder Truck Replacement	1				\$ -	\$ -			\$ -	\$ -	\$ 1,400,000			Moved from FY 22 to FY 24
<b>FIRE SUB-TOTAL</b>						\$ -	\$ -	\$ 740,000	\$ 1,028,225	\$ 200,000	\$ 586,636	\$ 1,600,000	\$ 605,969	\$ -	\$ 4,760,830
<b>GOLF</b>															
Golf	Landscape Reclamation and Major Tree Removal	1		Golf Improv.		\$ -	Under \$50K	\$ 35,000	\$ -						
Golf	Bunker Renovation (Various Locations on course)	1		Golf Improv.		\$ -	\$ -	\$ 75,000							
Golf	Build New Cart Path (Hole #1&10, FY 20; #10 FY20, #6 FY 20 (\$24K) #1 FY 21)	1		Golf Improv.		\$ -	\$ -	\$ 50,000	\$ 10,000						
Golf	Various Mowing Equipment per Lease			Golf Improv.		\$ -	\$ -	\$ 87,050	\$ 87,050	\$ 87,050	\$ 87,050	\$ 87,050			
Golf	Improvements to Net at Driving Range	1		Golf Improv.		\$ -	\$ -		\$ 28,000	\$ 30,000					
Golf	New Tee Box Improvements (Two Year Project)	1		Golf Improv.		\$ -	\$ -		\$ 115,000	\$ 115,000					
Golf	Golf Course Irrigation Update	1		Golf Improv.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	
<b>GOLF SUB-TOTAL</b>						\$ -	\$ -	\$ 247,050	\$ 240,050	\$ 232,050	\$ 162,050	\$ 162,050	\$ 75,000	\$ 75,000	\$ 1,193,250
<b>HARBORMASTER</b>															
Harbormaster	Wixon Dock Landside Improvements	1B				\$ -	\$ -	\$ 70,000		\$ -					
Harbormaster	Herring River Ramp Replacement (Study, Design and Construction)	1A				\$ -	\$ -		\$ -	\$ 15,000	\$ 200,000				
Harbormaster	Allen Harbor Jetty Reconstruction (Study, Design and Construction)	1A				\$ -	\$ -	\$ 57,000	\$ 180,000	\$ 1,820,000					
Harbormaster	SAQ Harbor North & East Bulkhead (Offloading Area) Reconstruction	1A				\$ -	\$ -				\$ -	\$ 150,000	\$ 1,500,000		
Harbormaster	Wychmere Outer Harbor Dredging	1B				\$ -	\$ -			\$ -	\$ -	\$ 500,000			
Harbormaster	Round Cove Bulkhead Replacement (Study, Design and Construction)	1A				\$ -	\$ -		\$ -	\$ -	\$ -	\$ 40,000	\$ 400,000		
Harbormaster	Harbormaster Truck Replacement	1A				\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 40,000		
<b>HARBORMASTER SUB-TOTAL</b>						\$ -	\$ -	\$ 127,000	\$ 180,000	\$ 1,835,000	\$ 200,000	\$ 540,000	\$ 550,000	\$ 1,540,000	\$ 4,972,000
<b>LIBRARY</b>															
Library	Library Interior Modifications/Renovations	A				\$ -	\$ -	\$ -	\$ 40,000			\$ 150,000			
Library	Brooks Library Sidewalk Repair and Streetscape (Part of Restoration)	1A		CPC - Historic		\$ -	\$ -	\$ 90,000	\$ -						
<b>LIBRARY SUB-TOTAL</b>						\$ -	\$ -	\$ 90,000	\$ 40,000	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 280,000
<b>NATURAL RESOURCES</b>															
Natural Resources	Seymour's Pond Restoration (See Wastewater)	1A		CPC-OS/Un.		\$ -	\$ -								CPC-OS
Natural Resources	Ford F-150 for Natural Resources Dept	1		FC		\$ -	Under \$50K								
<b>NATURAL RESOURCES SUB-TOTAL</b>						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PLANNING</b>															
Planning	Housing Trust/PT Housing Coordinator (\$300K for Trust & \$40K for PT Co.)	1		CPC-Housing		\$ -	\$ -	\$ 340,000	TBD	TBD	TBD	TBD		TBD	CPC-Housing
Planning	Local Comprehensive Plan Update	2				\$ -	\$ -	\$ 200,000							
<b>PLANNING SUB-TOTAL</b>						\$ -	\$ -	\$ 540,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540,000
<b>POLICE</b>															
Police	Taser Replacement (5 year Program - 2 of 3 years to Pay)			FC		\$ -	\$ -	\$ 14,910	\$ 14,910		\$ -	\$ 37,000	\$ 15,000	\$ 15,000	
Police	Replacement of Bullet Resistant Vests (Town Portion (Project 60%))					\$ -	Under \$50K				\$ 24,000				
Police	Replacement of Bullet Resistant Vests (Federal 40% State ? Has been 40%)					\$ -	Under \$50K	\$ 26,400			\$ 16,000				
Police	Traffic Speed Monitoring Radar					\$ -	Under \$50K								
Police	Ballistic Helmets					\$ -	Under \$50K						\$ 20,000		
Police	Digital Fingerprint Machine (Normal Replacement)					\$ -	Under \$50K			\$ 30,000					
Police	Electronic Sign Board					\$ -	Under \$50K					\$ 24,000			
<b>POLICE SUB-TOTAL</b>						\$ -	\$ -	\$ 41,310	\$ 14,910	\$ 30,000	\$ 40,000	\$ 61,000	\$ 15,000	\$ 35,000	\$ 237,220



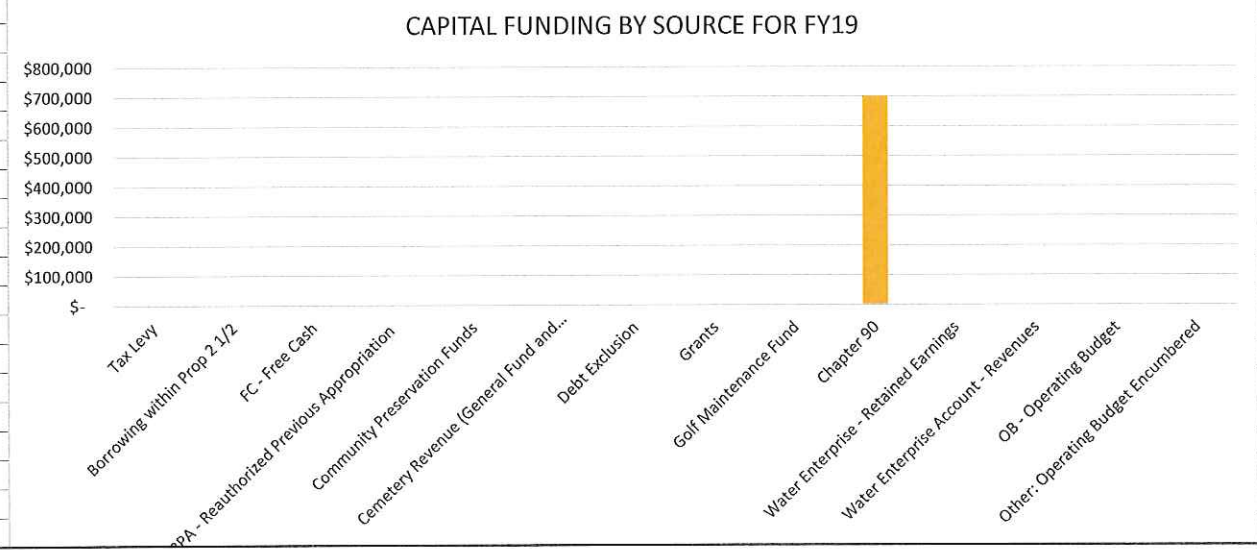
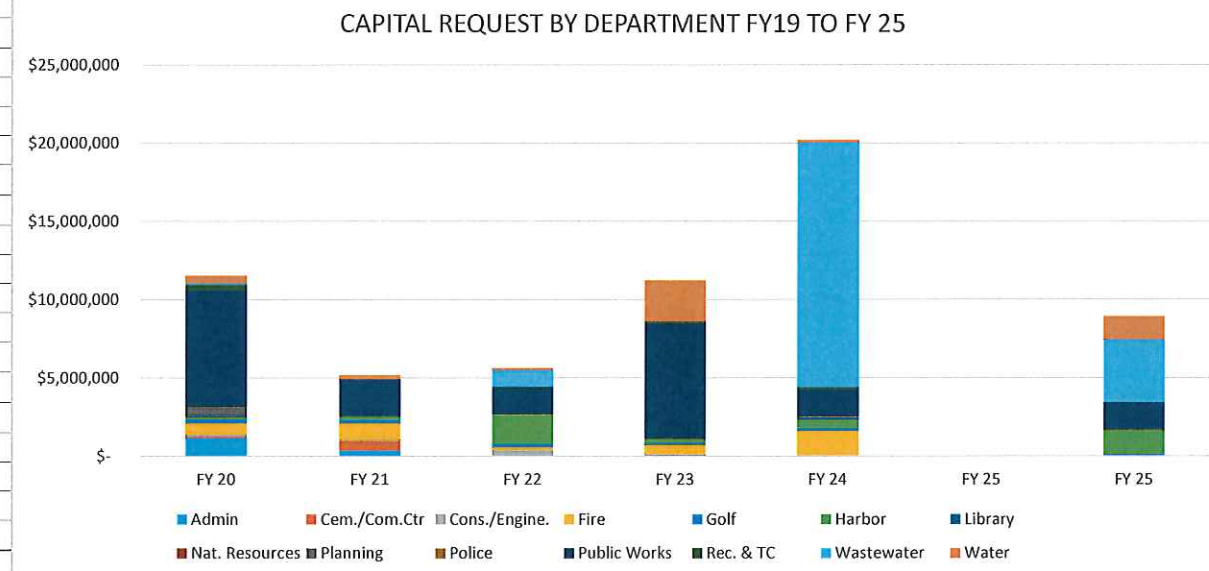
Department	Project	ATM #	Funding Source	BOS/CPC Approved	TA Rec	COC Rec	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes
<b>PUBLIC WORKS</b>														
Public Works	5 Year Road Maintenance Plan	1B	DE		\$ 700,000	\$ 700,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	
			Ch. 90		\$ 700,000	\$ 700,000								
Public Works	West Harwich Route 28 Design(\$125K in FY 20 & Construction via Fed Funds)		Incl. in 5-Yr Pl.		\$ -				\$ -	\$ 50,000				Design Questions for FY 23
	West Harwich Route 28 Design(Construction via Fed Funds)		TIP Fed Grant						\$ -	\$ 5,600,000				
Public Works	Lower County Road (Maintenance /Not Federal TIP Funds)	1	DE		\$ -	\$ -	\$ 5,560,475							Local Funding not TIP request
Public Works	Route 39/Pleasant Bay Road Roundabout (If Needed)	1A			\$ -	\$ -	\$ -	\$ 600,000						Delay because other actions
Public Works	Highway Barn Metal Roof- Insulation (See Facility Maintenance)	1					\$ 90,475							
Public Works	Mobile Lifting System for Large Vehicles	1					\$ 80,000							
Public Works	Ford F-350 Dump Truck - #42	3	FC		\$ -	\$ -	\$ 40,000							
Public Works	PUP Trailer	4	FC		\$ -	\$ -	\$ 150,000							
Public Works	2 - C&D Trailers (\$75,000 each)	2	FC		\$ -	\$ -	\$ 125,000							
Public Works	Johnston Sweeper Body and Pony Motor - Highway #30	1			\$ -	\$ -	\$ -	\$ 355,000	\$ 325,000	\$ 320,000	\$ 325,000	\$ 320,000	\$ 355,000	
Public Works	Vehicle Listing (FY 21 to 26) Summary	E1			\$ -	\$ -	\$ -	\$ 355,000	\$ 325,000	\$ 320,000	\$ 325,000	\$ 320,000	\$ 355,000	
<b>PUBLIC WORKS SUB-TOTAL</b>					\$ 1,400,000	\$ 1,400,000	\$ 7,445,950	\$ 2,355,000	\$ 1,725,000	\$ 7,370,000	\$ 1,725,000	\$ 1,720,000	\$ 1,755,000	\$ 24,095,950
<b>REC &amp; YOUTH</b>														
Rec & Youth	Town Beach Lifeguard Stands	3	CPC-Rec		\$ -	Under \$50K	\$ 37,950							
Rec & Youth	Pleasant Road Beach Parking Lot Paving/Overlay	2	FC				\$ 112,000	\$ -	\$ -		\$ -			
Rec & Youth	Sand Pond Restrooms and Playground Improvements		CPC-Rec				\$ 125,000	TBD			\$ -			
Rec & Youth	Whitehouse Field Scoreboard Replacement/Safety Netting	1	CPC-Rec		\$ -		\$ 55,000							CPC - Rec
Rec & Youth	Red River Beach Bulkhead (22) and Restroom Renovations (23)	1B							TBD	\$ 125,000				
Rec & Youth	Cahoon Road Beach Restroom									\$ -	\$ 125,000			
<b>RECREATION AND YOUTH SUB-TOTAL</b>					\$ -	\$ -	\$ 329,950	\$ -	\$ -	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ 579,950
<b>TOWN CLERK</b>														
Town Clerk	Records Retention - Contracting out Records Review and Reduction (TH)	1	CPC - Historic	\$ -	\$ -	Under \$50K								CPC - Historic
Town Clerk	Voting Machines - Updates and Enhancements	1				Under \$50K			\$ 32,500					
<b>TOWN CLERK SUB-TOTAL</b>					\$ -	\$ -	\$ -	\$ -	\$ 32,500	\$ -	\$ -	\$ -	\$ -	\$ 32,500
<b>WASTEWATER</b>														
Wastewater	Harwich Wastewater Treatment Plant DN (2026) & DC (2027)	1A	DE*		\$ -	\$ -	\$ -	\$ -					\$ 4,000,000	FY 27 Construction \$43.0 million
Wastewater	Wastewater Outreach /Coordinator	2	FC		\$ -	\$ -	\$ 100,000							
Wastewater	CWMP Phase 3 Pleasant Bay(North)Watershed Collection Sys. Des. & Con.	1A	DE*		\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 15,300,000		\$ -	North portion in FY 22/24
Wastewater	Evaluate Phosphorus issues in Seymour Pond & Restoration	1C	CPC-Op.Sp.		\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ -	\$ 330,000		\$ -	
<b>WASTEWATER SUB-TOTAL</b>					\$ -	\$ -	\$ 100,000	\$ -	\$ 1,070,000	\$ -	\$ 15,630,000	\$ -	\$ 4,000,000	\$ 20,800,000
<b>WATER</b>														
Water	Pleasant Lake Tank - Fill Pipe Replacement	1B			\$ -	\$ -	\$ 300,000							
Water	T1 Generator at Main Treatment Facility	1					\$ 65,000							
Water	Purchase John Deer 35D	1					\$ 64,000							
Water	New Water Source North Harwich Exploration and Development (D&C)	1B			\$ -	\$ -	\$ -	\$ 250,000		\$ 500,000	\$ -			
Water	2019 Ford Super Duty F-550 Replace Truck 9 including Dump Body	1			\$ -	\$ -	\$ 76,551							
Water	Rte 28 Water Main Replacemnt/Lothrop Area Design (22) Construction (23)	1B							\$ 100,000	\$ 2,000,000				
Water	Station 8 Generator	1			\$ -	\$ -			\$ 50,000	\$ -	\$ -			
Water	Various Access Road Pavement	3C								\$ 175,000				
Water	Pleasant Lake Avenue Tank Rehabilitation	1							\$ -	\$ -	\$ -	\$ 1,750,000	\$ -	
Water	Phase 1 Discontinuity of Pipes per Masterplan 6,450 ft of Pipe	1B							\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	
Water	Construction/Renovation Asbestos Pipe Project	1											TBD	
Water	Vehicle Replacements ( Replace F-259 & Ranger in FY 23 and Tr 11 in (25))	1			\$ -	\$ -		\$ -	\$ -	\$ 125,000		\$ 75,000		
<b>WATER SUB-TOTAL</b>					\$ -	\$ -	\$ 505,551	\$ 250,000	\$ 150,000	\$ 2,625,000	\$ 175,000	\$ 1,825,000	\$ 1,500,000	\$ 8,550,722
<b>GRAND TOTALS</b>					\$ 1,400,000	\$ 1,400,000	\$ 11,834,235	\$ 5,462,088	\$ 6,033,785	\$ 11,701,686	\$ 20,626,050	\$ 5,048,969	\$ 10,123,000	\$ 100,195,437
						Excludes Items under \$50K								
Non-Town/Private	CPC Applications		CPC - Housing	\$ -	\$ -									CPC - Housing
				\$ -	\$ -									CPC - Housing
<b>GRAND TOTAL INCLUDING Non-Town</b>					#REF!									

Non-Town/Private		TOTAL CPC Requests													
Department	Project	ATM #	P	Funding Source	BOS/CPC Approved	TA Rec		FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	Notes
<b>Funding Summary</b>	<b>Funding Summary</b>						DEPTS	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 25	
	Tax Levy					\$ -	Admin	\$ 1,166,000	\$ 366,000	\$ 17,000	\$ 18,000	\$ 18,000		\$ 18,000	
	Borrowing within Prop 2 1/2					\$ -	Cem./Com.Ctr	\$ 30,110	\$ 601,298	\$ -	\$ -	\$ -		\$ -	
	FC - Free Cash					#REF!	Cons./Engine.	\$ 170,000	\$ 100,000	\$ 350,000	\$ 100,000	\$ -		\$ -	
	RPA - Reauthorized Previous Appropriation					#REF!	Facility Main.	\$ 301,314	\$ 286,605	\$ 392,235	\$ 475,000	\$ 440,000		\$ 1,200,000	
	Community Preservation Funds					#REF!	Fire	\$ 740,000	\$ 1,028,225	\$ 200,000	\$ 586,636	\$ 1,600,000		\$ -	
	Cemetery Revenue (General Fund and Debt Exclusion)					\$ -	Golf	\$ 247,050	\$ 240,050	\$ 232,050	\$ 162,050	\$ 162,050		\$ 75,000	
	Debt Exclusion					#REF!	Harbor	\$ 127,000	\$ 180,000	\$ 1,835,000	\$ 200,000	\$ 540,000		\$ 1,540,000	
	Grants					#REF!	Library	\$ 90,000	\$ 40,000	\$ -	\$ -	\$ 150,000		\$ -	
	Golf Maintenance Fund					\$ -	Nat. Resources	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
	Chapter 90					\$ 700,000	Planning	\$ 540,000	\$ -	\$ -	\$ -	\$ -		\$ -	
	Water Enterprise - Retained Earnings					\$ -	Police	\$ 41,310	\$ 14,910	\$ 30,000	\$ 40,000	\$ 61,000		\$ 35,000	
	Water Enterprise Account - Revenues					\$ -	Public Works	\$ 7,445,950	\$ 2,355,000	\$ 1,725,000	\$ 7,370,000	\$ 1,725,000		\$ 1,755,000	
	OB - Operating Budget					#REF!	Rec. & TC	\$ 329,950	\$ -	\$ 32,500	\$ 125,000	\$ 125,000		\$ -	
	Other: Operating Budget Encumbered					#REF!	Wastewater	\$ 100,000	\$ -	\$ 1,070,000	\$ -	\$ 15,630,000		\$ 4,000,000	
	Confirmation Total					#REF!	Water	\$ 505,551	\$ 250,000	\$ 150,000	\$ 2,625,000	\$ 175,000		\$ 1,500,000	GRAND TOTAL SEVEN YEARS
						#REF!	TOTAL	\$ 11,834,235	\$ 5,462,088	\$ 6,033,785	\$ 11,701,686	\$ 20,626,050		\$ 10,123,000	\$ 95,146,468

\* NOTE: THE WASTEWATER DEBT EXCLUSION IS A FULL AUTHORIZATION OF \$22.43 MILLION VOTE THE IMA WITH CHATHAM, COLD BROOK PROJECT AND DESIGN OF THE SYSTEM WERE INCLUDED IN FY 18 THE FY 19 APPROPRIATION IS TO CONSTRUCT THE PHASE TWO SYSTEM IN THE SOUTHERN AREA OF PLEASANT BAY WATERSHED.

Total of Debt Exclusion Wastewater \$ 22,450,000

FREE CASH	Available Free Cash		\$ 3,492,074	Community Preservation
Capital Budget Items	V		\$ 1,500,000	Available (12/13/17*)
Monomoy Capital Assess. Plus others	5		\$ 250,000	UND./Rec. \$ 1,399,446
Snow and Ice	11		\$ 500,000	Open Sp. \$ 391,472
OPEB	66		\$ 500,000	Historic \$ 606,299
Cultural Center Operations Subsidy	10		\$ 125,000	Housing \$ 786,437
Stabilization	65		\$ 500,000	<b>TOTAL \$ 3,183,655</b>
Chamber of Commerce	60		\$ 30,000	<b>REQUEST TOTALS</b>
Libraries	59		\$ 20,000	UND./Rec. #REF!
Cultural Council	61		\$ 3,600	Open Sp. #REF!
Operating Small Capital Items	12		\$ 50,000	Historic #REF!
Prior Years Unpaid Bills	67		\$ 10,000	Housing #REF!
Available Balance			\$ 3,474	<b>TOTAL #REF!</b>
TOTAL ALLOCATED			\$ 3,488,600	<b>Funding CPC Voted</b>
				UND./Rec #REF!
				Open Sp. #REF!
				Historic #REF!
				Housing #REF!
CPC Variant from Requests to Available Funding		#REF!		<b>TOTAL #REF!</b>
CPC Variant from Town Administrator Suggested Allocation		#REF!		Variant by Cat. #REF!
*Available Revenue includes FY 2018 and Partial FY 18 Collection and Turnbacks				#REF!





# ECO-RESTORATION AT COLD BROOK PRESERVE IN HARWICH PORT

Harwich Conservation Trust

February 2017

## Project Summary:

The Harwich Conservation Trust (HCT) and its partners (Massachusetts Division of Ecological Restoration and U.S. Fish & Wildlife Service) seek to complete a holistic ecological restoration of Cold Brook and bordering wetlands at the Robert F. Smith Cold Brook Preserve in Harwich Port. Originating from its spring-fed headwaters at Grassy Pond, Cold Brook flows through HCT's 66-acre Preserve, and ultimately into Saquatucket Harbor on Nantucket Sound. The project will enhance nearly a mile of stream and over 44 acres of adjacent wetland habitat, resulting in improved fish passage, habitat diversity, wetland function, water quality, and resiliency against climate change. In addition, the project will provide enhanced visitor access to the Preserve's scenic walking trails, continuing the HCT tradition of connecting the local community with the natural world.

## Anticipated Schedule:

2015-2017: Design and Permitting

2018: Restoration Implementation

2018 and Beyond: Post-Implementation Monitoring

*"We hope to set a new trajectory toward self-sustaining high quality wetland and stream habitats. Our goals are to improve wildlife habitat, local water quality, and opportunities for public enjoyment of the site."*

*- Michael Lach, Executive Director,  
Harwich Conservation Trust*

## Project Goals:

- Enhance wildlife habitat
- Improve water quality and flow
- Enhance walking trail experience

*More details on reverse*



Tidmarsh restoration project in Plymouth: Cold Brook will have similar open-water features.

Restoration  
before & after in  
Plymouth:

The left side  
shows active  
restoration; the  
right shows 4  
months after  
restoration.



## Contact Us

For more information on this evolving project and many other land-saving initiatives, contact:

**Harwich Conservation Trust**  
P.O. Box 101  
S. Harwich, MA 02661

Phone: (508) 432-3997  
Email: [info@harwichconservationtrust.org](mailto:info@harwichconservationtrust.org)  
Visit us on the web at:  
[www.harwichconservationtrust.org](http://www.harwichconservationtrust.org)

## Restoring wetlands

Before HCT owned the 66-acre Robert F. Smith Cold Brook Preserve, it was a commercial cranberry bog, but had essentially become fallow with deteriorating culverts, irrigation lines, and other agricultural infrastructure. What was it before that? Based on research conducted at the site, we believe that the 66-acre site once hosted a large wetland complex, including multiple pristine upwelling springs, a diversity of habitats, plants, and animals, and, of course, Cold Brook. Starting in the late 1800's, these wetlands were managed for cranberry cultivation. Dams, flumes, ditching and other structures were created to control the flow of water. Sand was applied to the bogs annually to help thwart the growth of unwanted plants and pests, as well as stimulate new roots and shoots on the cranberry plants. The meandering stream was straightened and partially filled to serve its new role as an agricultural channel. Later on, pesticides, herbicides, and fertilizers were used to eliminate pests and stimulate cranberry growth. These management practices served their farming purpose for over 100 years, but have resulted in significant stressors that have a profound effect on the ability of the complex area to function as a wetland. These stressors have reduced biodiversity, impaired fish passage and water quality, and, in some cases, altered the surface hydrology to the point where the ecological trajectory of the site has transitioned to that of a pitch pine forest.

The scientific "process-based" ecological restoration approach that is proposed for the site focuses on restoring landscape scale, natural processes that can enhance habitat and ecological integrity. The goal is not to return the site to the way it was in 1890; but, rather, return the ecological trajectory of the site to that of a healthier wetland/stream ecosystem through reduction and/or elimination of the underlying stressors. Once that's done, Mother Nature will do the rest!

Although it is difficult to imagine one being able to restore a site that has been so significantly altered, there have already been several successful eco-restoration projects that have brought nature back to retired bogs in Southeastern Massachusetts. One example is at Tidmarsh Farms in Plymouth. The property owners of an old 600-acre commercial cranberry farm wanted to undertake an ambitious restoration of the property after retiring from the business. They raised funds and worked closely with the Massachusetts Division of Ecological Restoration to restore over 200 acres to a more natural condition. Their project finished in the fall of 2016 as the largest freshwater wetland restoration ever in Massachusetts.

As alluded to above, our much smaller project at Cold Brook will consist of several actions to eliminate site stressors, including (but not limited to) ditch-filling, sand-cap removal to expose the underlying organic soils and liberate groundwater, removal of deteriorating water control structures to provide fish passage for the beleaguered American eel (*Anguilla rostrata*) population, and changing the geometry and form of the brook to allow more natural flow. These actions will improve groundwater-surface interaction and water quality, improve wetland functions, provide better habitats to increase biodiversity for terrestrial and aquatic organisms, and improve resiliency against climate change induced sea level rise.

HCT is currently striving to raise the significant funds needed to complete this restoration project. An updated trail system with a wheelchair-friendly loop is planned. Interpretive signage might highlight emerging habitats as part of the property's trajectory of healing and change. We also hope to collaborate with various groups and researchers to conduct long-term water quality and environmental monitoring of the site. Ultimately, the restoration of this landscape in the heart of Harwich Port will revive a dynamic Cold Brook, transform retired bogs into thriving wetlands, attract a variety of wildlife, offer scenic vistas enjoyed from enhanced walking trails, and inspire hope in a climate-changing world.

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2018 between Town of Harwich, Massachusetts ("OWNER") and CDM Smith Inc. ("ENGINEER").

OWNER's Project is generally identified as follows Cold Brook Nitrogen Attenuation Project (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 . 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. §v1251 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 .
- 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. ) of the Engineers Joint Contract Documents Committee.
- 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.

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

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:

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

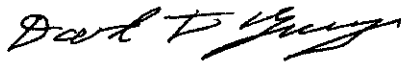
This Agreement (consisting of Pages 1 to 10 inclusive), and the Exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

OWNER:

ENGINEER:

\_\_\_\_\_  
By: Christopher Clark  
Title: Town Administrator

  
\_\_\_\_\_  
By: David F. Young  
Title: Vice President

Date: \_\_\_\_\_

Date: October 9, 2018

Address for giving notices:

Town Hall  
732 Main Street  
Harwich, MA 02645

Address for giving notices:

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

**EXHIBIT A  
TO AGREEMENT BETWEEN  
OWNER AND ENGINEER  
Scope of Work**

This is an exhibit attached to and made a part of the Agreement dated \_\_\_\_\_, 2018, between Town of Harwich, Massachusetts (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

**1.0 ENGINEER'S SERVICES**

**1.1 Technical Team Participation**

- 1.1.1 Consult with and represent OWNER at Technical Team meetings for the Cold Brook Eco-Restoration Project to insure the desired nitrogen removal goals are being attained during the design process. Technical Team members are anticipated to include as a minimum representatives from the Harwich Conservation Trust (HCT), Division of Ecological Restoration (DER), US Fish and Wildlife, the design consultant and the OWNER's engineering team (CDM Smith, TMDL Solutions and CSP/SMASST). Meetings are anticipated to be monthly but are likely to be scheduled around key project tasks. Therefore 18 meetings have been budgeted for at this time. review available data.
- 1.1.2 Review data and other pertinent information provided prior to Technical Team meetings, attend up to 18 meetings and follow-up on defined actions post meetings. Coordinate these efforts with and keep OWNER advised as to progress and decisions made in these meetings.
- 1.1.3 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services which are not part of ENGINEER's Services, and assist OWNER in obtaining such data and services.

**1.2 Design Review**

- 1.2.1 The HCT/DER/Design Consultant Team have proposed three design reviews (50%, 75% and 100% complete). OWNER's engineering team will review the design documents at each of these phases and provide appropriate comments and details with focus on nitrogen removal. Goal is to provide value added input to the process.

**1.3 Prepare Nitrogen Monitoring Plan**

- 1.3.1 In order to document the nitrogen removal within the eco-restoration project, the OWNER will need to prepare a Nitrogen Monitoring Plan (NMP). It is anticipated that the NMP will include frequency of testing, chemical constituents to test, groundwater flow measurements and reporting and review frequency. It is likely the NMP will address the roughing area, the open water ponds and the marshland for nitrogen removals.
- 1.3.2 Development of the NMP will include input from the Technical Team, OWNER representatives and coordination with MassDEP representatives to ensure natural resource site concerns and Total Maximum Daily Loads (TMDLs) compliance standards are met. Conceptual costs for annual implementation of the proposed NMP will be developed. A Draft NMP will be developed and circulated to Technical Team representatives and MassDEP. Once comments are received a Final NMP will be issued.

1.4 Develop Memorandum of Understanding

1.4.1 ENGINEER will assist OWNER in drafting a Memorandum of Understanding (MOU) between the Town of Harwich and the HCT who owns the project site. The MOU will detail the roles and responsibilities of the parties involved.

1.4.2 OWNER will coordinate review of the Draft MOU with their legal counsel and ENGINEER will assist in addressing any technical issues that result from that review. Once comments are addressed a Final MOU will be developed for signature by the parties involved.

2.0 OWNER'S RESPONSIBILITIES

2.1 Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

2.1.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

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 Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

2.4 Provide, as may be required for the Project:

2.4.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

2.4.2 Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

2.4.3 Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

2.5 Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering, and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.



2.6 Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

3.0 TIME PERIOD FOR PERFORMANCE

The time periods for the performance of ENGINEER's services as set forth in Article 2 of said Agreement are as follows:

ENGINEER is available to begin work upon acceptance of this Agreement by OWNER. It is anticipated based on proposed HCT/DER project schedule that Tasks 1.1 through 1.4 will be performed over a period of about 24 months from date of this Agreement.

4.0 METHOD OF PAYMENT

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

4.1 The OWNER agrees to pay the ENGINEER for work done by 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.

The OWNER also agrees to pay the ENGINEER for actual out-of-pocket expense costs other than direct labor costs that are incurred during the progress of the work. Actual out-of-pocket 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, the OWNER agrees to pay the ENGINEER the actual cost to the ENGINEER of such services plus 5 percent of the cost of such services.

The not to exceed upper limit is \$119,800.

For information purposes only, the costs are approximately divided by task as follows:

Task 1.1	Technical Team Participation	\$86,800
Task 1.2	Design Review	\$11,900
Task 1.3	Prepare Nitrogen Monitoring Plan	\$12,900
Task 1.4	Develop MOU	\$ 8,200
	<b>Total</b>	<b>\$119,800</b>

5.0 SPECIAL PROVISIONS

OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

None



School for  
Marine Science  
and Technology

706 South Rodney French Blvd.  
New Bedford  
Massachusetts 02744-1221

Tel 508.999.8193  
Fax 508.999.8197



University of  
Massachusetts  
Dartmouth



141 Pine Tree Drive, Centerville, MA 02632  
Tel: 508-737-5991  
eichner@tmdlsolutions.net

## Scope of Work

# Technical Support for CDM Smith and Town of Harwich Cold Brook System Natural Attenuation Project

August 25, 2018

### Overview

In 2016, the Massachusetts Department of Environmental Protection finalized a nitrogen Total Maximum Daily Load (TMDL) for three estuaries in the Town of Harwich (Town), including Saquatucket Harbor.<sup>1</sup> As part of the Massachusetts Estuaries Project (MEP) Saquatucket Harbor technical assessment that was the basis for the TMDL, nitrogen loads out of the upstream Cold Brook system were measured over eighteen months.<sup>2</sup> This assessment indicated that the Cold Brook system was naturally reducing the watershed nitrogen inputs and the measurements suggested that this reduction could be increased (due to the high nitrate concentrations), by restoring wetland ecosystems within the abandoned upstream cranberry bog.

The Town and CDM Smith worked with Coastal Systems Program from the School for Marine Science and Technology at UMass-Dartmouth (CSP/SMAST), the technical lead on the MEP, to complete a updated baseline assessment that provided refined understanding of the current configuration of the lower portion of the Cold Brook system (*i.e.*, the Bank Street Bogs).<sup>3</sup> The Bogs property owner, the Harwich Conservation Trust (HCT), and a number of state agencies are currently working on a detailed design of how the bog system might be restored to a more diverse and sustainable habitat and the Town, with the assistance of CDM Smith, CSP/SMAST, and TMDL Solutions staff, has been working to ensure that the restoration reflects the system functions determined through the baseline assessment and Town goals to increase nitrogen removal within the system.

In order to continue to provide guidance to the Town on the Cold Brook restoration design, CDM Smith has asked CSP/SMAST and TMDL Solutions to: a) regularly attend Cold Brook Team meetings, b)

<sup>1</sup> MassDEP. 2016. FINAL Allen, Wychmere and Saquatucket Harbors Embayment Systems Total Maximum Daily Loads For Total Nitrogen (CN 312.1). 52 pp.

<sup>2</sup> Howes B., H.E. Ruthven, J.S. Ramsey, R. Samimy, D. Schlezinger, E. Eichner (2010). Linked Watershed-Embayment Model to Determine Critical Nitrogen Loading Thresholds for the Allen, Wychmere and Saquatucket Harbor Embayment Systems, Harwich, Massachusetts. Massachusetts Estuaries Project, Massachusetts Department of Environmental Protection, Boston, MA. 191 pp.

<sup>3</sup> Eichner, E., B. Howes, M. Bartlett, and R. Samimy. 2016. Bank Street Bogs at Cold Brook: Evaluation of Natural Nitrogen Attenuation/Baseline Assessment. Harwich, Massachusetts. Coastal Systems Program, School for Marine Science and Technology, University of Massachusetts Dartmouth. New Bedford, MA. 81 pp.

assist in design review as the HCT progresses through various phases/refinements, and c) assist in the development of a nitrogen management monitoring plan to assess the performance of a restored system to attain Town goals and quantify any increases in nitrogen removal from the watershed prior to discharge to Saquatucket Harbor.

**Task 1 – Town support at Cold Brook Team Meetings**

CSP/SMAST and TMDL Solutions staff will attend planned monthly meetings of the Cold Brook Team to review project design updates, project planning calendars, regulatory strategies, and project construction implementation, it is envisioned that as part of participation that review and technical memorandum will be prepared to support the Town. At present, 36 meetings have been proposed by HCT through August 2021. Past meeting schedules have not been as frequent, so CSP/SMAST and TMDL Solutions staff are proposing to attend 18 meetings as this number may be more likely. Project time for these meetings will include preparation, attendance at the meeting, and post-meeting follow-up. If CDM Smith requests additional meetings over the 18 budgeted, CSP/SMAST and TMDL Solutions staff will be available to attend those meetings at the same rates as the initial 18 meetings for the length of the contract.

CSP/SMAST:	\$29,760
TMDL Solutions:	\$21,600
<b>TASK 1 Cost:</b>	<b>\$51,360</b>

**Task 2 – Design Review**

HCT and their consultants have planned three iterations of project design for the Bank Street Bogs restoration. Previous stages of conceptual designs have gone through multiple iterations and required regular feedback and guidance to the Town and CDM Smith. In this Task, CSP/SMAST and TMDL Solutions staff will review each version of project design and provide comprehensive feedback to CDM Smith and the Town.

CSP/SMAST:	\$3,486
TMDL Solutions:	\$4,000
<b>TASK 2 Cost:</b>	<b>\$7,486</b>

**Task 3 – Nitrogen Monitoring Plan Preparation**

In order to document the nitrogen removal within the revamped Bank Street Bogs, the Town will be required to prepare a Nitrogen Monitoring Plan. This Plan will likely document frequency of testing, chemical assays and associated measures (*i.e.*, flow), and reporting and review frequency. It is anticipated that this Plan will also require discussions with MassDEP to ensure acceptance for TMDL compliance and discussions with MassDMF, HCT and Town staff to ensure any natural resource/project site concerns are addressed. In this Task, CSP/SMAST and TMDL Solutions staff will work with CDM Smith staff to develop a draft Plan and then assist CDM Smith with stakeholder discussions to develop a final Plan.

CSP/SMAST:	\$3,486
TMDL Solutions:	\$4,000
<b>TASK 3 Cost:</b>	<b>\$7,486</b>

**TOTAL PROJECT COSTS: \$66,332**

**10/10/18 Revised Procurement Checklist**

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: Carl Cook Account 014232/553000  
*\$45,000 Avail*  
*Remain Allowed to Deficit spend*
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.  
 Please use K-P Law provided standardized contracts.

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

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

Project Name: Road Salt TM Year and Article #: FY19 Appropriation: \$ 45K

Low Bidder: Eastern Minerals

Bid Price: \$ 54.00/ton

a. Solicit qualifications prior to sealed bids.

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

Signature of Town Administrator or Assistant Town Administrator: 

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



# 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:** October 15, 2018

**RE:** Recommendation of Award for FY 19 Road Salt Contract

---

Attached please find the results of this year's regional salt bid conducted by the Town of Plymouth. Based on this information, I am recommending that the Board of Selectmen award a contract to Eastern Minerals, Inc. in the amount of \$54.00 per ton delivered to the Town of Harwich DPW. This new price represents an increase of \$4.29 per ton over last year's bid price.

Please sign the attached copies of the contract and return the originals to me. Thank you for your consideration in this matter.

Cc: Chris Clark, Town Administrator

Attachments: Contract between Morton Salt Inc. and the Town (2 copies)  
Regional Salt Bid results

Town of Plymouth - Regional Salt Bid Results								
Bid # 21828		September 27, 2018						
Road Salt								
Towns	Est. Amt.	All State Asphalt, Inc.	Champion Salt-LLC	Eastern Minerals Inc.	G.B. Sons Construction Company, Inc.	Innovative Municipal Products (us) Inc.	Morton Salt, Inc.	Safe Road Services
Ablington	3300	No Bid	\$51.02	\$54.50	No Bid	No Bid	\$50.61	No Bid
Barnstable	8000	No Bid	\$55.24	\$52.00	No Bid	No Bid	\$50.71	No Bid
Bourne	4000	No Bid	\$52.57	\$59.00	No Bid	No Bid	\$54.40	No Bid
Brewster	2000	No Bid	\$56.68	\$59.00	No Bid	No Bid	\$53.50	No Bid
Bridgewater	300	No Bid	\$50.68	\$56.00	No Bid	No Bid	\$51.20	No Bid
Carver	500	No Bid	\$51.24	\$58.00	No Bid	No Bid	\$51.64	No Bid
Chatham	1000	No Bid	\$57.57	\$59.00	No Bid	No Bid	\$66.28	No Bid
Cohasset	1000	No Bid	\$51.80	\$57.00	No Bid	No Bid	\$48.57	No Bid
Dennis	1000	No Bid	\$55.13	\$53.00	No Bid	No Bid	\$54.02	No Bid
Duxbury	4000	No Bid	\$52.46	\$59.00	No Bid	No Bid	\$58.11	No Bid
Eastham	600	No Bid	\$55.57	\$55.50	No Bid	No Bid	\$55.02	No Bid
Easton	3000	No Bid	\$48.46	\$53.60	No Bid	No Bid	\$50.36	No Bid
Edgartown (Deliver Picked up)	700	No Bid	\$157.00	No Bid	No Bid	No Bid	\$200.85	No Bid
		No Bid	\$53.24	No bid	No Bid	No Bid	\$200.85	No Bid
Falmouth	6000	No Bid	\$53.24	\$57.00	No Bid	No Bid	\$52.51	No Bid
Hallfax	2000	No Bid	\$50.80	\$55.00	No Bid	No Bid	\$48.53	No Bid
Harwich	2000	No Bid	\$54.68	\$54.00	No Bid	No Bid	\$57.50	No Bid
Hull	2000	No Bid	\$52.80	\$57.00	No Bid	No Bid	\$49.56	No Bid
Kingston	7000	No Bid	\$52.46	\$51.50	No Bid	No Bid	\$54.44	No Bid
Lakeville	3500	No Bid	\$50.02	\$53.50	No Bid	No Bid	\$50.77	No Bid
Marion	350	No Bid	\$49.57	\$59.50	No Bid	No Bid	\$51.75	No Bid
Marshfield	4000	No Bid	\$51.57	\$51.50	No Bid	No Bid	\$53.49	No Bid
Mashpee	2500	No Bid	\$53.24	\$59.50	No Bid	No Bid	\$55.03	No Bid
Mattapolsett	800	No Bid	\$49.13	\$59.50	No Bid	No Bid	\$49.91	No Bid
Middleborough	4000	No Bid	\$49.24	\$52.00	No Bid	No Bid	\$50.74	No Bid
Orleans	800	No Bid	\$55.80	\$62.00	No Bid	No Bid	\$58.11	No Bid
Pembroke	7000	No Bid	\$51.57	\$51.50	No Bid	No Bid	\$52.61	No Bid
Plymouth	10000	No Bid	\$52.57	\$49.50	No Bid	No Bid	\$49.14	No Bid
Plympton	800	No Bid	\$51.91	\$55.00	No Bid	No Bid	\$50.22	No Bid
Provincetown	1200	No Bid	\$60.02	\$65.00	No Bid	No Bid	\$58.42	No Bid
Rochester	1500	No Bid	\$50.24	\$54.00	No Bid	No Bid	\$51.38	No Bid
Rockland	2500	No Bid	\$50.91	\$54.90	No Bid	No Bid	\$51.38	No Bid
Sandwich	5000	No Bid	\$52.57	\$57.25	No Bid	No Bid	\$54.60	No Bid
Truro	130	No Bid	\$58.57	\$69.00	No Bid	No Bid	\$56.85	No Bid
Wareham	4000	No Bid	\$50.24	\$59.00	No Bid	No Bid	\$48.20	No Bid
Wellfleet	600	No Bid	\$58.57	\$57.00	No Bid	No Bid	\$60.56	No Bid
Whitman	2500	No Bid	\$51.02	\$53.50	No Bid	No Bid	\$52.23	No Bid
Yarmouth	1800	No Bid	\$54.46	\$59.50	No Bid	No Bid	\$56.67	No Bid

## AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and \_\_\_\_\_ Eastern Minerals \_\_\_\_\_, with an address of 134 Middle St., Suite 210, Lowell, MA 01852, hereinafter referred to as "Contractor", effective as of the 22nd day of October, 2018. In consideration of the mutual covenants contained herein, the parties agree as follows:

### ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with \_\_\_\_\_ Road Salt \_\_\_\_\_, including the scope of services set forth in Attachment A.

### ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing October 22, 2018 through October 22, 2019.

### ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ \$ 54.00 /ton. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

### ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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



**ARTICLE 5: CONTRACT TERMINATION:**

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

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

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

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

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

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

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

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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

**ARTICLE 12: INSURANCE:**

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

purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

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

**ARTICLE 13: SEVERABILITY:**

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

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or

oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**ARTICLE 15: COUNTERPARTS:**

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
Printed Name and Title

Approved as to ~~Availability~~ of Funds:  
Carl Cook (\$ \$ 140,400.00)  
Finance Director                      Contract Sum

by its Town Administrator Under \$50,000  
\_\_\_\_\_  
Town Administrator

# Contract sum based upon 4 year average  
45,000 Available  
Remaining Allowed to  
Deficit Spend.

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
Printed Name and Title

Approved as to ~~Availability~~ of Funds:

Carl Lynch (\$ \$ 140,400.00)  
Finance Director                      Contract Sum

by its Town Administrator Under \$50,000

\_\_\_\_\_  
Town Administrator

# *Contract sum based upon 4 year average  
45,000 Available  
Remaining Allowed to  
Deficit Spend.*

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
Printed Name and Title

Approved as to ~~Availability~~ of Funds:  
*Carl Cook* (\$ \$ 140,400.00)  
Finance Director                      Contract Sum

by its Town Administrator Under \$50,000  
\_\_\_\_\_  
Town Administrator

# *Contract sum based upon 4 year average  
45,000 Available  
Remaining Allowed to  
Deficit Spend.*

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
Printed Name and Title

Approved as to Availability of Funds:

Carl Cook (\$ \$ 140,400.00)  
Finance Director                      Contract Sum

by its Town Administrator Under \$50,000

\_\_\_\_\_  
Town Administrator

# Contract sum based upon 4 year average  
45,000 Available  
Remaining Allowed to  
Deficit Spend.



TOWN OF PLYMOUTH  
PROCUREMENT DIVISION  
26 COURT STREET  
PLYMOUTH, MASSACHUSETTS 02360

BID 21824, REGIONAL COOPERATIVE BID FOR SNOW AND ICE REMOVAL PRODUCTS

Issued: September 13, 2018  
Due: September 27, 2018, at 11:30 a.m.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Invitation For Bid .....	3
Contract Period .....	3
Rule for Award .....	3
Bid Surety .....	3
Liquidated Damages.....	3
Pre-Bid Conference .....	4
MA Highway Pre-Qualification .....	4
DCAM Certification .....	4
Prevailing Wage Rates .....	4
Labor and Materials Bond .....	4
Performance Bond .....	4
General Information .....	5
General Conditions .....	5
Evaluation Criteria .....	6
Insurance Requirements .....	7
Withdrawal of Bids .....	8
Bid Status Information .....	9
Bid Questions .....	9
<b>ATTACHMENTS</b>	<u>Page</u>
ATTACHMENT 1: Technical Specifications.....	10

**BID FORMS**

TOWN OF PLYMOUTH  
26 Court Street  
Plymouth, Massachusetts 02360

September 13, 2017

INVITATION FOR BID 21824

**INVITATION:**

Sealed bids are requested by the Town of Plymouth for Mined C. C. and Solar Salt, pre-mix treated salt, liquid calcium chloride, liquid magnesium chloride, and liquid agricultural by-product non-corrosive deicing products on a regional or individual basis for the 2018-2019 season. This is a regional consortium representing 38 municipalities.

Specifications are available electronically by registering online at <http://www.plymouth-ma.gov/current-bids/>.

Bids are to be submitted by **11:30 a.m., September 27, 2018**, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. **Envelopes should be clearly marked "Bid 21824, Road Salt"**.

**CONTRACT PERIOD:**

The contract period shall be for the period of contract execution through September 30, 2019.

**RULE FOR AWARD:**

Prices shall be given as unit prices for each town. Each town will award its own bid(s). The primary road salt bid will be awarded to the responsive and responsible bidder offering the lowest price. The secondary road salt bid will be awarded to the responsive and responsible bidder offering the next lowest price.

**BID SURETY:** N/A

**LIQUIDATED DAMAGES:** N/A

PRE-BID CONFERENCE: N/A

MA HIGHWAY PRE-QUALIFICATION: N/A

DCAM CERTIFICATION: N/A

PREVAILING WAGE RATES: N/A

LABOR AND MATERIALS BOND: N/A

PERFORMANCE BOND: N/A

GENERAL INFORMATION

GENERAL CONDITIONS:

1. No additional charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage unless specifically stated and included in the bid.
2. The Successful Bidder shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do the work as herein specified.
3. The Successful Bidder shall comply with all applicable federal, state and local laws and regulations.
4. Purchases made by the town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
5. Verbal orders are not binding on the town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Successful Bidder and may result in an unenforceable claim.
6. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Successful Bidder and the naming of any commercial name, trademark, item or manufacturer shall not be construed as limiting competition but shall establish a standard of quality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the town, shall be in writing to be effective, and the decision of the town shall be final. The town may require tests of all materials so submitted to establish quality standards at the Successful Bidder's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Successful Bidder.

7. For the use of material other than the one specified, the Successful Bidder shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Successful Bidder shall submit the product he/she intends to use for approval by the town.

8. Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Successful Bidder shall not have any right of appeal from the decision of the town condemning any materials furnished if the Successful Bidder fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Successful Bidder shall pay for such costs.

9. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered unless specifically asked for by the bid.

10. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals, and to split awards as may be deemed to be in the best interests of the town. The contract or contracts will be awarded by the town within thirty (30) business days after opening bids. The town reserves the right to require samples of materials for inspection and testing.

**11. IF AT ANY TIME THE SUCCESSFUL BIDDER IS UNABLE TO FURNISH MATERIALS OR SERVICES AS ORDERED BY A TOWN, THE SUCCESSFUL BIDDER SHALL BE OBLIGATED TO OBTAIN DELIVERY FROM ANOTHER SUPPLIER AND WILL, IN TURN, INVOICE THE TOWN AT THE PRICE SPECIFIED IN THE CONTRACT WITH THE TOWN,**

OR

**THE TOWN MAY ORDER SUCH MATERIALS OR SERVICES FROM SUCH PLACES AS ARE AVAILABLE AND THE SUCCESSFUL BIDDER SHALL PAY TO THE TOWN ALL EXPENSES INCURRED ABOVE THE CONTRACT PRICE.**

**MINIMUM EVALUATION CRITERIA:**

Each town participating in this bid shall be responsible for making their own individual award to the bidder who offers the best price and who is deemed to be both responsive and responsible. Determination of responsiveness and responsibility shall be based solely on the

following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the town.
2. Bidders will be deemed responsible if they meet the following criteria:
  - a. A minimum of three (3) years' experience in providing these products;
  - b. The ability to provide quality products in a timely fashion as demonstrated by good references on previous work. Please furnish a list of cities or towns to which the Bidder has provided these types of products within the last three (3) years, including names and telephone number of contact persons.

**INSURANCE REQUIREMENTS:**

1. The Successful Bidder shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Successful Bidder covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.
2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:
  - 1) **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured"**. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
  - 2) **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured"**.
  - 3) **Workers' Compensation Insurance** as required by law.

4) Property Coverage for materials and supplies being transported by the Successful Bidder.

5) Umbrella Liability of at least \$5,000,000/occurrence, \$5,000,000/aggregate. **The Town shall be named as an Additional Insured.**

3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Successful Bidder's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Successful Bidder shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

5. The Successful Bidder shall, to the maximum extent permitted law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Successful Bidder, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Successful Bidder further agrees to reimburse the Town of Plymouth for damage to its property caused by the Successful Bidder, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

**WITHDRAWAL OF BIDS:**

Except as hereinafter expressed provided, once a bid is submitted and received by the town, the bidder agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of bids.

Upon proper written request and identification, bids may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of bids;
- b. provided the bid has not been accepted by the town, at any



time subsequent to thirty days following the actual date of bid opening.

Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the bidder in writing that his bid is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a bid shall not constitute rejection of any other bid.

**BID STATUS INFORMATION:**

**Addenda:** If you received bid documents directly from the Town, and provided the Town with an address for delivery of addenda, the Town intends to deliver a copy of each addendum to you at such address, but the Town shall not be responsible for any failure of a bidder to receive any addenda. Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

**Bid results** will be available on the Town's website at <http://www.plymouth-ma.gov/current-bids/pages/bid-results>. Bid results will not be provided over the phone.

**Notification of award of contract** will be mailed to all bidders.

**BID QUESTIONS:**

Please contact Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 10107, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to [phagler@townhall.plymouth.ma.us](mailto:phagler@townhall.plymouth.ma.us) five (5) days prior to the due date. At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

ATTACHMENT 1  
TECHNICAL SPECIFICATIONS

1. The following listed towns will receive bids for Mined C.C. and Solar Salt, liquid calcium chloride, liquid magnesium chloride, liquid agricultural by-product non-corrosive deicer and pre-mixed treated salt for snow and ice control for the 2018-2019 season for the approximate tons and gallons as listed:

***\*Provide both pick up and delivered prices***

Municipality	Road Salt	Calcium Chloride	Magnesium Chloride	Deicing	Pre-Mix Treated Salt
Abington	3,300	0	4,000	0	0
Barnstable	8,000	5,000	0	5,000	4,000
Bourne	4,000	5,000	0	0	0
Brewster	2,000	0	0	2,500	0
Bridgewater	300	0	0	0	0
Carver	500	0	0	0	0
Chatham	1,000	0	1,000	0	0
Cohasset	1,000	0	0	0	0
Dennis	1,000	2,000	500	500	1,000
Duxbury	4,000	0	5,000	0	0
Eastham	600	0	0	0	0
Easton	3,000	0	0	0	0
Edgartown*	700	0	0	0	0
Falmouth	6,000	0	0	15,000	0
Halifax	2,000	0	0	7,025	0
Harwich	2,000	0	0	0	0
Hull	2,000	0	0	0	0
Kingston	7,000	0	11,000	0	0
Lakeville	3,500	250	7,500	0	0
Marion	350	0	0	0	0
Marshfield	4,000	0	0	0	0
Mashpee	2,500	0	0	8,000	0
Mattapoisett	800	0	0	0	0
Middleborough	4,000	1,000	1,000	4,000	0
Nantucket	0	0	0	0	500
Orleans	800	0	0	0	400
Pembroke	7,000	0	3,000	0	0
Plymouth	10,000	0	5,000	0	0
Plympton	800	0	0	6,000	0
Provincetown	1,200	0	0	0	0
Rochester	1,500	5,000	0	0	0
Rockland	2,500	0	0	0	0
Sandwich	5,000	5,000	0	10,000	5,000
Truro	130	0	0	0	0

Wareham	4,000	0	0	0	0
Wellfleet	600	0	0	0	0
Whitman	2,500	0	0	0	0
Yarmouth	1,800	0	0	4,000	0

2. The quantities are approximate and the towns do not expressly or by implication agree that the amounts will correspond therewith, but reserve the right to increase or decrease the quantity in accordance with their needs. The towns that did not submit an estimate for the liquid deicers may still be interested in purchasing that product.

3. Each of the participating towns reserves the right to exercise the option to purchase such quantities of either solar salt, also known as sea salt, and evaporated salt or mined salt, designated C.C. Salt, pre-mix treated salt or liquid deicers, or such quantities of both as it might determine. Each town further reserves the right to order salt either delivered or F.O.B. at the depot (supplier's stock pile).

4. Due to the fluctuations in past salt availability, some municipalities have requested the ability to contract with primary and secondary salt suppliers. As specified in General Conditions, Section 11, if the primary supplier does not respond to the municipalities needs they will exercise their contract with the secondary supplier.

5. The actual sodium chloride delivered or picked up shall be paid on basis of the unit bid. Weight slips are required.

6. The liquid deicers shall be delivered in trucks equipped with pumps and hand hoses and an approved liquid meter to accurately determine the amounts of the material delivered. A numbered delivery slip mechanically printed from a meter with an automated printing system shall be furnished for each load. Under no circumstances shall delivered quantities exceed the total quantities requested. The vendor shall bear the full responsibility for any overage and shall not receive compensation for any greater amount.

7. The liquid agricultural by-product non-corrosive deicers, shall be delivered in trucks equipped with pumps and hand hoses and an approved liquid meter to accurately determine the amounts of the material delivered. A numbered delivery slip mechanically printed from a meter with an automated printing system shall be furnished for each load. Under no circumstances shall delivered quantities exceed the total quantities requested. The vendor shall bear the full responsibility for any overage and shall not receive compensation for any greater amount. Each municipality shall determine the acceptability of the product bid.

8. REJECTION: The material shall be rejected if it fails to conform to the requirements of the specifications and if any town is required to purchase from another supplier because of failure to meet specifications, the original supplier shall pay any additional cost as long as the failure to meet specifications continues.

9. AVAILABILITY OF SUPPLY: By accepting the proposal, the bidder agrees to **deliver during a major storm of six (6) inches or more during the storm and within twenty-four (24) hours thereafter, including Saturdays, Sundays, and holidays.**

10. Mined C.C. and Solar Salt shall meet A.S.T.M. specifications and comply with the following grading:

Passing 7/16" sieve	100%
Passing 3/8" sieve	95-100%
Passing No. 4	20-70%
Passing No. 8	10-50%
Passing No. 30	0-10%

Salt shall not contain more than three percent (3%) water content. Solar and C.C. Salt shall be treated with sufficient anti-caking conditioner per ton of sodium chloride.

11. Pre-Mixed Treated Salt shall consist of the previously specified road salt enhanced with an environmentally-friendly, liquid, agricultural by-product, deicing agent. The product must be treated to stay free-flowing and allow stockpiling for long periods, be of a non-corrosive nature, include a leaching inhibitor, and a coloring agent to turn white salt brown when mixed so that final color of the product resembles a mix of sand and salt. Bids must include the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS).

12. Liquid Calcium Chloride shall be a 32% solution of calcium chloride in water. The solution shall conform to the following requirements as to the chemical composition:

Calcium Chloride	32% +/- 1%
Total Alkali Chlorides (as of sodium chloride)	2% maximum
Magnesium Chloride	0.01% maximum

The product shall be provided by the manufacturer in a true solution and shall not be reconstituted from flake calcium chloride.

Sampling, examining, and testing shall be done in accordance with ASTM methods D345 and E449. The calcium chloride shall be rejected if it fails to conform to any of the requirements of these salient characteristics.

13. Liquid Magnesium Chloride product must contain no less than 25% magnesium chloride and shall include corrosion inhibitors. The product shall be provided by the manufacturer in a true solution and adding of any other ingredients and mixing after the product has left the manufacturer will be unacceptable.

Sampling, examining, and testing shall be done in accordance with the appropriate ASTM methods. The magnesium chloride shall be rejected if it fails to conform to any of the requirements of these salient characteristics.

14. Liquid agricultural by-product non-corrosive deicing products shall be a blend of either calcium chloride or magnesium chloride and an agricultural by-product. Brand names include Ice Ban, Ice B'Gone, Ice Melt, Melt Down and Safe Melt 40/60. Bids must include the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS).

15. INSPECTION: The towns shall be given the opportunity to examine every bidder's facility and the source of supply. Samples may be tested before awards are made and periodically thereafter. Any sample that meets the salient characteristics of this description and has been deemed acceptable, shall be retained for spectrophotometric analysis so as to ensure that the properties of the sample and the product supplied are consistent.

16. LOAD COVERING: All sodium chloride must be covered during transit with a canvas cover or a cover made of other suitable material and delivered in a dry condition.

17. DELIVERY: To the storage areas designated by each town with no additional charge for more than one designated delivery site.

18. DELIVERIES OF CONVENIENCE: All deliveries of convenience to the vendor shall be subject to the per gallon bid price for the amount delivered. No minimum delivered quantity will be required.

---

NAME OF BIDDER

Bids must be submitted on the following table. Bids submitted on any other form will not be considered valid. Please return this form and the attached forms to:

Procurement Division  
ATTN: Procurement Officer  
Town Hall  
26 Court Street  
Plymouth, MA 02360

**Bids must be received by: 11:30 a.m., September 27, 2018.** Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications 21824. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform the herein described work within the time period provided under "Contract Period" for the prices offered opposite each item and that said prices will be good for the period of one year.

The undersigned bidder hereby certifies, under the pains and penalties of perjury, the following:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # \_\_\_\_\_ \*

\*To be filled in by bidder if addenda are issued.

Please note any exceptions on separate contractor letterhead.



UNIT PRICE FOR **ROAD SALT** FOR THE FOLLOWING TOWNS:

ABINGTON	\$ _____/ton	MARION	\$ _____/ton
BARNSTABLE	\$ _____/ton	MARSHFIELD	\$ _____/ton
BOURNE	\$ _____/ton	MASHPEE	\$ _____/ton
BREWSTER	\$ _____/ton	MATTAPOISETT	\$ _____/ton
BRIDGEWATER	\$ _____/ton	MIDDLEBOROUGH	\$ _____/ton
CARVER	\$ _____/ton	ORLEANS	\$ _____/ton
CHATHAM	\$ _____/ton	PEMBROKE	\$ _____/ton
COHASSET	\$ _____/ton	PLYMOUTH	\$ _____/ton
DENNIS	\$ _____/ton	PLYMPTON	\$ _____/ton
DUXBURY	\$ _____/ton	PROVINCETOWN	\$ _____/ton
EASTHAM	\$ _____/ton	ROCHESTER	\$ _____/ton
EASTON	\$ _____/ton	ROCKLAND	\$ _____/ton
EDGARTOWN		SANDWICH	\$ _____/ton
Delivered	\$ _____/ton		
Picked up (25 tons			
Per pick up)	\$ _____/ton		
FALMOUTH	\$ _____/ton	TRURO	\$ _____/ton
HALIFAX	\$ _____/ton	WAREHAM	\$ _____/ton
HARWICH	\$ _____/ton	WELLFLEET	\$ _____/ton
HULL	\$ _____/ton	WHITMAN	\$ _____/ton
KINGSTON	\$ _____/ton	YARMOUTH	\$ _____/ton
LAKEVILLE	\$ _____/ton		

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

\_\_\_\_\_  
Date Offered

STATE OF INCORPORATION \_\_\_\_\_

PHONE \_\_\_\_\_

TAX I.D.# \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

UNIT PRICE FOR **PRE-MIX TREATED SALT** FOR THE FOLLOWING TOWNS:

BARNSTABLE           \$ \_\_\_\_\_/ton  
DENNIS                \$ \_\_\_\_\_/ton  
NANTUCKET  
  Delivered           \$ \_\_\_\_\_/ton  
  Picked up (25 tons  
  per pick up)       \$ \_\_\_\_\_/ton  
ORLEANS              \$ \_\_\_\_\_/ton  
SANDWICH             \$ \_\_\_\_\_/ton

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY \_\_\_\_\_  
STATE OF INCORPORATION \_\_\_\_\_  
PHONE \_\_\_\_\_  
FAX \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
\_\_\_\_\_  
Printed Name and Title  
\_\_\_\_\_  
Date Offered  
TAX I.D.# \_\_\_\_\_  
E-MAIL \_\_\_\_\_

**CALCIUM CHLORIDE** FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):

Per truck load (001-2,000 gallons)                    \$ \_\_\_\_\_/gallon

Per truck load (2,001-4,000 gallons)                \$ \_\_\_\_\_/gallon

Per truck load (4,001-5,000 gallons)                \$ \_\_\_\_\_/gallon

Per truck load (5,001 + gallons)                    \$ \_\_\_\_\_/gallon

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

\_\_\_\_\_  
Date Offered

STATE OF INCORPORATION \_\_\_\_\_

PHONE \_\_\_\_\_

TAX I.D.# \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

**MAGNESIUM CHLORIDE** FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):

Per truck load (001-2,000 gallons)                   \$ \_\_\_\_\_/gallon

Per truck load (2,001-4,000 gallons)               \$ \_\_\_\_\_/gallon

Per truck load (4,001-5,000 gallons)               \$ \_\_\_\_\_/gallon

Per truck load (5,001 + gallons)                   \$ \_\_\_\_\_/gallon

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

\_\_\_\_\_  
Date Offered

STATE OF INCORPORATION \_\_\_\_\_

PHONE \_\_\_\_\_

TAX I.D.# \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

**LIQUID AGRICULTURAL BY-PRODUCT NON-CORROSIVE DEICING PRODUCT FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):**

Per truck load (001-2,000 gallons)                    \$ \_\_\_\_\_/gallon

Per truck load (2,001-4,000 gallons)                    \$ \_\_\_\_\_/gallon

Per truck load (4,001-5,000 gallons)                    \$ \_\_\_\_\_/gallon

Per truck load (5,001 + gallons)                    \$ \_\_\_\_\_/gallon

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name and Title

COUNTY \_\_\_\_\_

\_\_\_\_\_  
Date Offered

STATE OF INCORPORATION \_\_\_\_\_

PHONE \_\_\_\_\_

TAX I.D.# \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

TOWN OF PLYMOUTH  
REFERENCES OF BIDDER

By signing this page, the bidder certifies they have a minimum of three years' experience in supplying these products.

Please also provide the names of at least three clients, including any cities or towns, for which the bidder has provided these products within the last three years, including names and telephone numbers of contact persons.

REFERENCES:

---

---

---

---

---

Signed:

\_\_\_\_\_  
Name of Person Authorized to Sign for the Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DELEGATION OF AUTHORITY**

At a meeting of the Board of Directors of the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of Corporation)  
\_\_\_\_\_ duly called and held on \_\_\_\_\_  
\_\_\_\_\_ (Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That \_\_\_\_\_  
\_\_\_\_\_ (Name of Individual)

the \_\_\_\_\_ of the Corporation, hereby is authorized  
\_\_\_\_\_ (Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ (Title) \_\_\_\_\_ (Name of Corporation)

and not otherwise.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE:** This form must be completed if the Successful Bidder is a corporation.



## Sandy Robinson

---

**From:** Isernio, Kathleen <kisernio@monomoy.edu>  
**Sent:** Monday, October 15, 2018 1:39 PM  
**To:** Ann Steidel  
**Cc:** Carol Coppola; Sandy Robinson; Christopher Clark  
**Subject:** Re: Amended Lease

Ann,

The School Committee approved the amended lease at the meeting held October 11, 2018.

Thank you,  
*Katie Isernio*

Kathleen Isernio  
Business Manager  
Monomoy Regional School District  
425 Crowell Road  
Chatham, MA 02633  
(508) 945-5148  
(508) 945-5133 (fax)  
[kisernio@monomoy.edu](mailto:kisernio@monomoy.edu)

On Tue, Oct 2, 2018 at 2:16 PM Isernio, Kathleen <[kisernio@monomoy.edu](mailto:kisernio@monomoy.edu)> wrote:  
Thank you Ann, will do.

Thank you,  
*Katie Isernio*

Kathleen Isernio  
Business Manager  
Monomoy Regional School District  
425 Crowell Road  
Chatham, MA 02633  
(508) 945-5148  
(508) 945-5133 (fax)  
[kisernio@monomoy.edu](mailto:kisernio@monomoy.edu)

On Tue, Oct 2, 2018 at 1:37 PM Ann Steidel <[asteidel@town.harwich.ma.us](mailto:asteidel@town.harwich.ma.us)> wrote:

Someone will have to let us know if the School Committee approved it so we can put before the Board.

**From:** Carol Coppola  
**Sent:** Tuesday, October 02, 2018 1:17 PM  
**To:** Sandy Robinson <[srobinson@town.harwich.ma.us](mailto:srobinson@town.harwich.ma.us)>; Ann Steidel <[asteidel@town.harwich.ma.us](mailto:asteidel@town.harwich.ma.us)>  
**Cc:** Christopher Clark <[cclark@town.harwich.ma.us](mailto:cclark@town.harwich.ma.us)>  
**Subject:** FW: Amended Lease

Hi,

Please see below and attached, we should wait until after the committee votes to bring it forward to the BOS?

Carol

**From:** Isernio, Kathleen [<mailto:kisernio@monomoy.edu>]  
**Sent:** Tuesday, October 02, 2018 12:57 PM  
**To:** Jill Goldsmith <[jgoldsmith@chatham-ma.gov](mailto:jgoldsmith@chatham-ma.gov)>; Contact <[aheilala@chatham-ma.gov](mailto:aheilala@chatham-ma.gov)>; Christopher Clark <[cclark@town.harwich.ma.us](mailto:cclark@town.harwich.ma.us)>; Carol Coppola <[ccoppola@town.harwich.ma.us](mailto:ccoppola@town.harwich.ma.us)>; Scott Carpenter <[scarpenter@monomoy.edu](mailto:scarpenter@monomoy.edu)>  
**Subject:** Amended Lease

Good Afternoon,

As I mentioned a while back, after the March roof damaging storm, the insurance representative from Trident Insurance, Monomoy's and Chatham's insurance carrier, communicated that they would like the Lease in place between Monomoy and the Towns of Chatham and Harwich be amended. The amendment is due to the fact that the practice that has been in place since the inception of Monomoy is different than what is written in the Lease. The practice in place is Chatham and Harwich insures their Town owed schools and invoices Monomoy for the cost of the insurance, the Lease says Monomoy will obtain insurance for the buildings.

I presented this to the School Committee on September 27th and will request they vote to approve the amendment on October 11th. The two Boards of Selectmen will also have to approve. Please let me know if you have any questions.

Thank you,

*Katie Isernio*

## ARTICLE IX: INSURANCE

9.1 School District's Insurance. The School District shall obtain and keep in force at its own expense so long as this Lease remains in effect, and thereafter so long as the School District, or anyone claiming by, through or under the School District, uses or occupies the Leased Premises or any part thereof, policies of insurance for the benefit of the School District and the Towns, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. The School District shall furnish certificates evidencing each such insurance coverage to the Towns prior to the execution of this Lease naming the Towns as an additional party insured (to the extent such insurance is appropriate at such time), and providing that the insurer shall give the Towns written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the School District agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Towns of certificates of insurance indicating the kinds and limits of coverage, shall in no way limit the liability of the School District to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A commercial general liability policy insuring against claims for damages for bodily injury or death occurring upon, in, or about the Leased Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$3,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage. Such comprehensive general liability insurance may be effected by a policy or policies of blanket insurance which may cover other property in addition to the Leased Premises, provided that the protection afforded thereunder shall be no less than that which would have been afforded under a separate policy or policies relating only to the Leased Premises, and provided further that in all other respects any such policy shall comply with the other provisions of this Article IX. The Towns, its officers, agents, servants, and employees shall be named as additional insureds.

~~(b) Property Insurance: A commercial property policy covering the buildings and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property shall be obtained and maintained by the School District, at its own expense. The Towns, its officers, agents, servants and employees shall be named as additional insureds.~~

(e)(b) Workers' Compensation Insurance: The School District and any subtenants, as applicable, shall provide Workers' Compensation Insurance required by law, and Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000 each accident; bodily injury by disease for each employee of \$100,000; and a bodily injury by disease policy limit of \$500,000; or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

~~(d)(c) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability~~

of \$5,000,000.00 shall be obtained and maintained by the School District, at its own expense. The Umbrella/Excess Liability insurance policy shall include, but not be limited to, the following coverages for bodily injury, property damage, and personal injury: (i) Leased Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned, and hired vehicles. The Towns, its officers, agents, servants and employees shall be named as additional insureds.

(e)(d) Should the School District choose to make improvements to the building as discussed in Section VI, the School District will be required to provide the town where the building is located, evidence that the School District has required its contractors to maintain: (i) worker's compensation insurance in the amounts required by law ( or reasonably comparable insurance if such insurance is no longer available); (ii) builder's risk insurance (or such reasonably comparable insurance) on an "all risk" basis (including collapse) insuring against casualty to such construction for the full replacement value of the work performed, and the equipment, supplies, and materials furnished and stored; (iii) automobile liability insurance in the minimum amounts required by law, with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit; (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease; (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total, with a limit of \$1,000,000 per occurrence; and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury, and/or property damage arising out of acts and omissions of the School District or its contractors, employees, or agents in the performance of the Permitted Uses, or any other activities or failures to act, at or with respect to, the Leased Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). The School District shall require that the Towns, and its officers, agents, servants, and employees be named as additional insureds on all sub-tenant's, subcontractor's, and independent contractor's insurance, excluding Worker's Compensation.

(e) The Towns shall have the right to require the School District to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Leased Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the School District to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Leased Premises.

## 9.2 Property Insurance.

(a) The Towns shall obtain and keep in force at the School District's expense, and in consultation with the School District, so long as this Lease remains in effect commercial property policies covering the buildings and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property; provided, however, that amounts of insurance coverage may from time to time be increased. The School District shall pay all costs associated with such insurance policies upon receipt of invoices from the Towns. The School District, its officers, agents, servants and employees shall be named as

Formatted: Indent: Left: 0", First line: 0.5", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.56" + Indent at: 0.81"

additional insureds. The Towns shall furnish certificates evidencing each such insurance coverage to the School District naming the School District as an additional party insured, and providing that the insurer shall give the School District written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. The Towns agree that the stipulation herein of the kinds and minimum amounts of commercial property insurance coverage, or the acceptance by the School District of certificates of insurance indicating the kinds and limits of coverage, shall in no way limit the liability of the Towns to any such kinds and amounts of insurance coverage.

(b) The School District shall have the right to require the Towns to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Leased Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the Towns to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Leased Premises.

9.3 Personal Property. The School District agrees that the Towns shall have no responsibility or liability for any loss or damage or injury to or from any cause whatsoever, including theft or otherwise, of fixtures, improvements, or other personal property, of the School District, unless caused by the negligent acts or omissions of the Towns or either town. The School District agrees that it shall continuously keep its fixtures, merchandise (if any), equipment, and other personal property from time to time located in, on, or about the Leased Premises, and all leasehold improvements to the Leased Premises constructed or installed by the School District, insured by reputable, duly licensed insurance companies against loss or damage by fire, with the usual extended coverage endorsements. Within a reasonable time after the School District enters the Leased Premises, and no less often than annually thereafter, and at any other time upon the request of Towns, the School District shall furnish to the Towns evidence of such continuous insurance coverage, satisfactory to Towns. It is understood and agreed that the School District assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

9.34 General Requirements. The Towns shall be named as an additional insured on all

(a) School District General Insurance Requirements:

(i) With respect to the insurance policies, A~~H~~obligations of the School District, all required insurance shall be written with such companies qualified to do business in Massachusetts as the School District shall select, and the Towns shall approve, which approval the Towns agree not to unreasonably withhold. Without limiting the Towns' other rights under any other provisions of this Lease, if the School District shall fail to keep the Leased Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by the Towns to the School District thereof, then the Towns or either town, without further notice to the School District, may take out and pay for such insurance, and the amount of such payment shall become due and payable to Towns or either town on demand.

Formatted: Indent: Left: 0", First line: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

(i) The School District hereby waives any and all rights of recovery that it might otherwise have against the Towns, its agents, employees, and other persons for whom the Towns may be responsible, for any loss or damage to the School District's property or improvements on the Leased Premises that are either required to be insured under the terms of this Lease, or that the School District, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act, or default under the terms of this Lease, by the Towns, its agents, employees, contractors, or other persons for whom the Towns may be responsible.

Formatted: Indent: Left: 0", First line: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

(b) Towns General Insurance Requirements:

(i) With respect to the insurance obligations of the Towns, all required insurance shall be written with such companies qualified to do business in Massachusetts as the Towns shall select, and the School District shall approve, which approval the School District agrees not to unreasonably withhold. Without limiting the School District's other rights under any other provisions of this Lease, if the Towns shall fail to keep the Leased Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by the School District to the Towns thereof, then the School District, without further notice to the Towns, may take out and pay for such insurance, and the amount of such payment shall become due and payable to School District on demand.

(ii) The Towns hereby waive any and all rights of recovery that they might otherwise have against the School District, its agents, employees, and other persons for whom the School District may be responsible, for any loss or damage to the Town's property or improvements on the Leased Premises that are either required to be insured under the terms of this Lease, or that the Towns, in the absence of any such requirement, elect to insure, notwithstanding that the loss or damage may result from the negligence, willful act, or default under the terms of this Lease, by the School District, its agents, employees, contractors, or other persons for whom the School District may be responsible.

Formatted: Indent: Left: 0", First line: 1", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 0.25" + Indent at: 0.5"

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE TOWNS OF HARWICH AND CHATHAM AND  
THE MONOMOY REGIONAL SCHOOL DISTRICT**

This First Amendment to Lease (this "Amendment") is effective as of \_\_\_\_\_, 2018, and is by and between the Towns of Harwich ("Harwich") and Chatham ("Chatham", governmental entities established under state law and having their principal place of business as 732 Main Street, Harwich, Massachusetts 02645 and 549 Main Street Chatham, Massachusetts 02633, acting by and through their duly authorized Boards of Selectmen (collectively "the Towns"), and the Monomoy Regional School District, a governmental entity created pursuant to M.G.L. c. 71, having a usual address of 425 Crowell Road, Chatham, Massachusetts 02633, acting by and through its duly constituted School Committee (hereinafter "the School District").

**RECITALS**

- WHEREAS, The Towns and the School District are parties to that certain Lease Agreement dated July 1, 2012 (the "Lease Agreement"); and
- WHEREAS, The Towns and the School District desire to amend the Lease Agreement so that the Lease Agreement's insurance provisions are consistent with existing practice.

**TERMS OF AGREEMENT**

NOW, THEREFORE, for good and valuable consideration paid, the receipt and sufficiency of which are acknowledged, and in accordance with Section 12.1 of the Lease Agreement, the Towns and the School District agree as follows:

1. Capitalized terms used in this Amendment shall have the meanings supplied in the Lease Agreement unless a different definition is supplied herein.
2. Article IX of the Lease Agreement is replaced in its entirety with the following:

**ARTICLE IX: INSURANCE**

9.1 School District's Insurance. The School District shall obtain and keep in force at its own expense so long as this Lease remains in effect, and thereafter so long as the School District, or anyone claiming by, through or under the School District, uses or occupies the Leased Premises or any part thereof, policies of insurance for the benefit of the School District and the Towns, in the amounts, and in the manner and form set forth in this Section; provided, however, that amounts of insurance coverage may from time to time be increased. The School District shall furnish certificates evidencing each such insurance coverage to the Towns prior to the execution of this Lease naming the Towns as an additional party insured (to the extent such insurance is appropriate at such time), and providing that the insurer shall give the Towns written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the School District agrees that the stipulation herein of the

kinds and minimum amounts of insurance coverage, or the acceptance by the Towns of certificates of insurance indicating the kinds and limits of coverage, shall in no way limit the liability of the School District to any such kinds and amounts of insurance coverage.

(a) General Liability Insurance: A commercial general liability policy insuring against claims for damages for bodily injury or death occurring upon, in, or about the Leased Premises, such insurance to afford protection in limits of not less than \$1,000,000 in respect to personal injury or death to any one person, and \$3,000,000 in respect to personal injury or death to any number of persons in any one occurrence; and \$1,000,000 for property damage. Such comprehensive general liability insurance may be effected by a policy or policies of blanket insurance which may cover other property in addition to the Leased Premises, provided that the protection afforded thereunder shall be no less than that which would have been afforded under a separate policy or policies relating only to the Leased Premises, and provided further that in all other respects any such policy shall comply with the other provisions of this Article IX. The Towns, its officers, agents, servants, and employees shall be named as additional insureds.

(b) Workers' Compensation Insurance: The School District and any subtenants, as applicable, shall provide Workers' Compensation Insurance required by law, and Employer's Liability insurance for at least the amounts of liability for bodily injury by accident of \$100,000 each accident; bodily injury by disease for each employee of \$100,000; and a bodily injury by disease policy limit of \$500,000; or such greater amount as may be required from time to time by the laws of the Commonwealth of Massachusetts.

(c) Umbrella/Excess Liability Insurance: An Umbrella/Excess Liability insurance policy on an occurrence basis "following form" of the primary coverage with a limit of liability of \$5,000,000.00 shall be obtained and maintained by the School District, at its own expense. The Umbrella/Excess Liability insurance policy shall include, but not be limited to, the following coverages for bodily injury, property damage, and personal injury: (i) Leased Premises - Operations Liability; (ii) Contractual Liability; (iii) Automobile Liability for owned, non-owned, and hired vehicles. The Towns, its officers, agents, servants and employees shall be named as additional insureds.

(d) Should the School District choose to make improvements to the building as discussed in Section VI, the School District will be required to provide the town where the building is located, evidence that the School District has required its contractors to maintain: (i) worker's compensation insurance in the amounts required by law ( or reasonably comparable insurance if such insurance is no longer available); (ii) builder's risk insurance (or such reasonably comparable insurance) on an "all risk" basis (including collapse) insuring against casualty to such construction for the full replacement value of the work performed, and the equipment, supplies, and materials furnished and stored; (iii) automobile liability insurance in the minimum amounts required by law, with limits of liability not less than \$1,000,000 per occurrence for property damage and \$2,000,000 combined single limit; (iv) Employer's Liability Insurance affording protection in the amount of not less than \$500,000 per accident and \$500,000 for disease; (v) public liability insurance within limits in an amount not less than \$3,000,000 comprehensive general liability total, with a limit of \$1,000,000 per occurrence; and (vi) Professional/Environmental Impairment Liability Insurance providing coverage for environmental contamination, bodily injury, and/or property damage arising out of acts and



omissions of the School District or its contractors, employees, or agents in the performance of the Permitted Uses, or any other activities or failures to act, at or with respect to, the Leased Premises in the amount of \$1,000,000 for each claim and \$1,000,000 in the aggregate (which insurance, unlike the other insurance noted above, may be made on a claims made basis). The School District shall require that the Towns, and its officers, agents, servants, and employees be named as additional insureds on all sub-tenant's, subcontractor's, and independent contractor's insurance, excluding Worker's Compensation.

(e) The Towns shall have the right to require the School District to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Leased Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the School District to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Leased Premises.

## 9.2 Property Insurance.

(a) The Towns shall obtain and keep in force at the School District's expense, and in consultation with the School District, so long as this Lease remains in effect commercial property policies covering the buildings and improvements thereon, in an amount equal to at least one hundred percent (100%) of the replacement cost of such property; provided, however, that amounts of insurance coverage may from time to time be increased. The School District shall pay all costs associated with such insurance policies upon receipt of invoices from the Towns. The School District, its officers, agents, servants and employees shall be named as additional insureds. The Towns shall furnish certificates evidencing each such insurance coverage to the School District naming the School District as an additional party insured, and providing that the insurer shall give the School District written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. The Towns agree that the stipulation herein of the kinds and minimum amounts of commercial property insurance coverage, or the acceptance by the School District of certificates of insurance indicating the kinds and limits of coverage, shall in no way limit the liability of the Towns to any such kinds and amounts of insurance coverage.

(b) The School District shall have the right to require the Towns to increase such limits when, during the term of this Lease, minimum limits of liability insurance commonly and customarily carried on properties comparable to the Leased Premises by responsible owners or tenants are more or less generally increased, it being the intention of this sentence to require the Towns to take account of inflation in establishing minimum limits of liability insurance maintained from time to time on the Leased Premises.

9.3 Personal Property. The School District agrees that the Towns shall have no responsibility or liability for any loss or damage or injury to or from any cause whatsoever, including theft or otherwise, of fixtures, improvements, or other personal property, of the School District, unless caused by the negligent acts or omissions of the Towns or either town. The School District agrees that it shall continuously keep its fixtures, merchandise (if any), equipment, and other personal property from time to time located in, on, or about the Leased Premises, and all leasehold improvements to the Leased Premises constructed or installed by the

School District, insured by reputable, duly licensed insurance companies against loss or damage by fire, with the usual extended coverage endorsements. Within a reasonable time after the School District enters the Leased Premises, and no less often than annually thereafter, and at any other time upon the request of Towns, the School District shall furnish to the Towns evidence of such continuous insurance coverage, satisfactory to Towns. It is understood and agreed that the School District assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

9.4 General Requirements.

(a) School District General Insurance Requirements:

(i) With respect to the insurance obligations of the School District, all required insurance shall be written with such companies qualified to do business in Massachusetts as the School District shall select, and the Towns shall approve, which approval the Towns agree not to unreasonably withhold. Without limiting the Towns' other rights under any other provisions of this Lease, if the School District shall fail to keep the Leased Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by the Towns to the School District thereof, then the Towns or either town, without further notice to the School District, may take out and pay for such insurance, and the amount of such payment shall become due and payable to Towns or either town on demand.

(ii) The School District hereby waives any and all rights of recovery that it might otherwise have against the Towns, its agents, employees, and other persons for whom the Towns may be responsible, for any loss or damage to the School District's property or improvements on the Leased Premises that are either required to be insured under the terms of this Lease, or that the School District, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act, or default under the terms of this Lease, by the Towns, its agents, employees, contractors, or other persons for whom the Towns may be responsible.

(b) Towns General Insurance Requirements:

(i) With respect to the insurance obligations of the Towns, all required insurance shall be written with such companies qualified to do business in Massachusetts as the Towns shall select, and the School District shall approve, which approval the School District agrees not to unreasonably withhold. Without limiting the School District's other rights under any other provisions of this Lease, if the Towns shall fail to keep the Leased Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by the School District to the Towns thereof, then the School District, without further notice to the Towns, may take out and pay for such insurance, and the amount of such payment shall become due and payable to School District on demand.

(ii) The Towns hereby waive any and all rights of recovery that they might otherwise have against the School District, its agents, employees, and other persons for whom the School District may be responsible, for any loss or damage to the Town's property or improvements on the Leased Premises that are either required to be insured under the terms of

this Lease, or that the Towns, in the absence of any such requirement, elect to insure, notwithstanding that the loss or damage may result from the negligence, willful act, or default under the terms of this Lease, by the School District, its agents, employees, contractors, or other persons for whom the School District may be responsible.

3. Except as set forth in this Amendment, the Lease Agreement remains in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties, having authorized the respective Chairs to sign on the party's behalf, agree as indicated by the signatures below.

Town of Harwich,  
by its Board of Selectmen Chair,  
duly authorized:

Monomoy Regional School District,  
by its School District Chair,  
duly authorized:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name printed

\_\_\_\_\_  
Name printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Towns Counsel Signature

\_\_\_\_\_  
Date

Town of Chatham,  
by its Board of Selectmen Chair,  
duly authorized:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name printed

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Towns Counsel Signature

\_\_\_\_\_  
Date



# 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:** October 16, 2018

**RE:** Chapter 90 Project Request – Resurfacing Various Roads

---

Attached for your review and signatures is a Chapter 90 Project Request for resurfacing various roads in the amount of \$547,349. Currently, we have \$957,513 available in uncommitted Chapter 90 funds, which includes our FY 19 apportionment of \$680,868. Please sign all three copies of the Project Request form and return them to me so that I may submit them for State approval.

I need to advise the Board that this project is currently underway and nearing completion prior to having an approved Chapter 90 Project Request due to a mistake on my part. Specifically, Chris Nickerson, Road Manager, asked me in beginning of September if the Project Request had been approved by the Board and MassDOT. I told him it was as I had just picked up Chapter 90 paperwork from the Administrator's office the day before. Unfortunately, that was a signed Chapter 90 Reimbursement Request for our previous project and not the new Project Request. Upon realizing this I contacted MassDOT to see if they would accept a Project Request for work currently underway or completed (see attached email).

Although we currently have \$521k in Article 22, 2018 (Capital Roads) and could cover this project if needed, doing so would limit our ability to respond quickly to unforeseen circumstances (road repairs, drainage installations, striping, etc.) and to perform work on Town owned parking lots and other non-eligible Chapter 90 projects.

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

Thank you for your consideration.

Cc: Chris Clark, Town Administrator

**Link Hooper**

---

**From:** "Sullivan, Sean M. (DOT)" <sean.m.sullivan@state.ma.us>  
**Date:** Friday, October 12, 2018 10:02 AM  
**To:** "Lincoln Hooper" <lhooper@harwichdpw.com>  
**Cc:** "Kim Berube" <kberube@harwichdpw.com>  
**Subject:** RE: Chapter 90 Project Request

Hi Lincoln –

It is possible on occasion to make exceptions to policy. Could you please forward the list of streets and the amount of funding you would be requesting for the project? Additionally, once I review, I will have to discuss with the District Operations Engineer and District Highway Director. We will also need a formal request from the town administrator or Board of Selectmen outlining the project and requesting an exception to policy. Once you forward the outline of the work, I will be able to talk to my higher ups and hopefully make a determination soon.

Best,  
Sean

---

**From:** Lincoln Hooper [mailto:lhooper@harwichdpw.com]  
**Sent:** Thursday, October 11, 2018 2:57 PM  
**To:** Sullivan, Sean M. (DOT)  
**Cc:** Kim Berube  
**Subject:** Chapter 90 Project Request

Hi Sean,

Harwich is currently paving 5 roads that we thought we had an approved Chapter 90 project request for, but don't. Specifically, my Road Manager assembled the data for the 5 roads he planned on paving on August 1st and asked me a few weeks later about the status of the request. I told him we were all set because I had just picked up Chapter 90 paperwork from the Town Administrator's office the day before. Unfortunately, that was signed reimbursement request for a chip seal project and not the paving project. Entirely my mistake.

My question is this: Would you accept a Chapter 90 project request for work that is already completed? Although the work is underway, by the time I get to the Board of Selectmen (October 22 would be the earliest) it will be completed. Thank you for your consideration in this matter. Please call me on my cell (508-237-1875) if you have any further questions.

Sincerely,

Lincoln Hooper, Director  
Town of Harwich DPW  
P.O. Box 1543  
273 Queen Anne Road  
Harwich, MA 02645  
508-430-7555

# CHAPTER 90 PROJECT REQUEST

CONTRACT ID # **50829**

CLASSIFICATION:  Primary Road  Local Road

PROJECT # 19-01

CITY/TOWN HARWICH

PROJECT: RESURFACE VARIOUS ROADS

LOCATION: 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 RESURFACE VARIOUS ROADS THROUGHOUT TOWN (SEE ATTACHED LIST)**


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

Estimated Cost (Attach estimate and list funding sources) **\$ 547,349.50**

### CERTIFICATION

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

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

Prepared by:   
(Highway Official)

Signed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Duly Authorized Municipal Official(s))

Reviewed by: \_\_\_\_\_  
(State Aid Engineer)

Approved by: \_\_\_\_\_  
(District Highway Director)

Approved for: \_\_\_\_\_ @ \_\_\_\_\_

Date: \_\_\_\_\_

**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 MassDOT 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 MassDOT for any action.

Prepared by:   
(Highway Official)

Date: 10/11/18

Signed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Duly Authorized Municipal Official(s))













Roman Greer, PGA  
Director of Golf  
Town of Harwich

8/24/2018

Christopher Clark  
Harwich Town Administrator  
Harwich, MA

Dear Mr. Clark,

As you know, the Town's License Agreement with Miller Golf to provide golf instruction services will expire on October 31<sup>st</sup>, 2018. The term of the license is 3 years with the option of one (1) two year extension to be exercised at the town's sole discretion.

I am writing to you to recommend that the town exercise this two year extension. I gave a detailed presentation to the Harwich Golf Committee on 8/21 regarding the relationship with Miller Golf, and they voted unanimously to support the extension of the license. I provided financial details showing increases to golf department revenue in range ball sales, range memberships and lesson revenue over the course of the agreement. The relationship between Cranberry Valley and Miller Golf has been very beneficial to golf course revenue and the customer experience at CV. Bob Miller and his team of instructors operate in a professional manner and follow the terms of the license agreement, including timely payment of the negotiated license terms. The services offered by Miller Golf have high ratings from our members in the annual member satisfaction survey (average rating between good and excellent). Mr. Miller has formally expressed to me his interest in continuing the license.

I have attached the License Agreement to this document. The fee structure began in 2016 at \$5,000 and increases 5% each following year. The two extension years will be for \$5,788 (2019) and \$6,077 (2020) respectively, totaling \$27,627 over the course of the 5 year license.

**OFFICE OF THE TOWN ADMINISTRATOR**

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

Charleen Greenhalgh, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA

December 22, 2015

Mr. Robert Miller  
6 Derby Lane  
Harwich, MA 02645

Dear Mr. Miller:

At a public meeting of the Board of Selectmen held on Monday, December 21, 2015, the Board voted to approve the License Agreement between the Town of Harwich and Bob Miller/Miller Golf for use of the Cranberry Valley Golf Course Short Game Practice Facility and the driving range for golf instruction.

Please see the enclosed three (3) original License Agreements and sign on the last page. Once you have reviewed the terms of the License and signed, retain one agreement for your files and kindly return two (2) original License Agreements back to the Town Administrator's Office.

Thank you for your assistance.

Sincerely,

Charleen Greenhalgh  
Assistant Town Administrator

Enclosures

Cranberry Valley Golf Course name shall be approved by the Town in advance of publication.

The Licensee shall have control over his / her instructional services during the times and days designated by the Director of Golf. The Licensee shall have control over the Licensee's fee schedule for such instruction. The Town shall provide the Licensee with an adequate supply of range golf balls free of charge. Students of the Licensee shall be provided with range golf balls free of charge during warm-ups and lessons.

Licensee shall retain 100% of the revenues derived from fees for instruction he/she provides at the Golf Course. Any and all golf equipment sales to students of the Licensee shall be transacted through the Cranberry Valley Golf Course Pro Shop, and all revenues from such sales shall be the property of the Town.

Licensee shall be responsible for storage of his/her own equipment off the Cranberry Valley Golf Course premises.

Licensee acknowledges and agrees that it accepts the Golf Course in "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Golf Course or any of its facilities for the purposes intended by the Licensee.

Such entry and use by the Licensee shall be exercised from the date of the execution of this License and shall continue until terminated in accordance with the provisions of Section V below. The provisions of Section IV shall further limit such entry and use.

## II. CONSIDERATION

The term of the license is 3 years with the option of one (1) two year extension commencing on May 1<sup>st</sup>, 2016 and expiring on October 31<sup>st</sup>, 2018. The Town shall have the option, to be exercised at the Town's sole discretion to extend the license for an additional 2 year period. The consideration for this License shall be for the period May 1st through October 31st of the calendar year for a total annual fee as follows:

	Annual Lease Payment
1 <sup>st</sup> year (2016)	\$5,000 _____
2 <sup>nd</sup> Year (2017)	\$5,250 _____
3 <sup>rd</sup> Year (2018)	\$5,512 _____
4 <sup>th</sup> Year (renewal option) (2019)	\$5,788 _____



#### **IV.**

#### **CONDUCT**

During the exercise of the rights hereby granted, the Licensee shall at all times conduct himself | herself so as not to unreasonably interfere with the Town's use of the Golf Course, or the use of the Golf Course and its facilities by other patrons of the Cranberry Valley Golf Course, and shall observe and obey directives of the Town and its duly designated representatives, as well as all other applicable laws, statutes, ordinances, regulations and permitting or licensing requirements. The Licensee shall notify the Town orally and in writing to the Town Administrator and the Director of Golf of the Cranberry Valley Golf Course prior to entering the Golf Course to commence activities under this License and shall coordinate his/her use of the facilities on a daily basis with the Director of Golf of the Cranberry Valley Golf Course. Nothing in this Agreement shall be construed as requiring the Town to maintain the premises of Golf Course or any of its facilities in any manner or to supply or pay for any utilities other than as expressly provided herein. The hours of operation under this License are limited to those days and hours during which the Cranberry Valley Golf Course is open to the public for operations.

#### **V.**

#### **TERMINATION AND MODIFICATION**

This License shall be revocable by either party upon written notice of revocation at least sixty (60) days prior to the termination date stated within said notice, except that the License shall be revocable by either party for violation of the terms of this License upon notice of revocation at least seven (7) days prior to the termination date stated within said notice for violation of the terms of this License. The Town may revoke this License upon such prior oral or written notice as is reasonable under the circumstances, in an emergency or if the Town discontinues the use of the licensed property as a municipal golf course, or if the licensed use is determined to be in violation of any restriction on the use of the property.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Golf Course. This obligation shall survive the termination of this License.

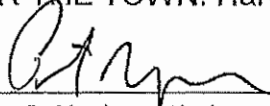
#### **VI.**

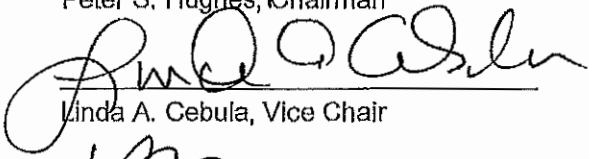
#### **MODIFICATIONS and AMENDMENTS**

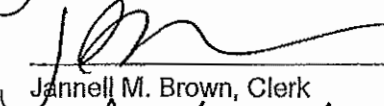
Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

IN WITNESS THEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

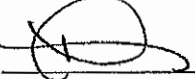
FOR THE TOWN: Harwich Board of Selectmen

  
\_\_\_\_\_  
Peter S. Hughes, Chairman

  
\_\_\_\_\_  
Linda A. Cebula, Vice Chair

  
\_\_\_\_\_  
Jannell M. Brown, Clerk

  
\_\_\_\_\_  
Angelo S. La Mantia

  
\_\_\_\_\_  
Michael D. MacAskill

FOR THE LICENSEE: Miller Golf Cape Cod

\_\_\_\_\_  
Signature

Robert Miller, PGA  
\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

## SELECTMEN'S GOALS AND OBJECTIVES

- Selectmen desire a budget that is within the Proposition 2 ½ limits
- Avoid the use of capital exclusions and limit the use of debt exclusions.
- Selectmen will lead the initiative on adopting an accessory use apartment by-law zoning revision to assist property owners in providing a supplemental income to age in place in their homes or to offer additional workforce housing options.
- Selectmen will work with the Affordable Housing Trust to identify parcels for affordable and workforce housing units.
- Dennis/Harwich/Yarmouth Community Partnership on Wastewater projects
- Establish broad board policy for employee retention .
- Work closely with the Chamber of Commerce to promote the Town of Harwich and the needs of its local businesses
- Monitor and assess the funding needs of the Wastewater Reserve Fund to ensure funding is available for the associated needs
- Wastewater communication to residents to ensure consistent message and information is disseminated to citizens.
- IT needs
- Continued oversight of departmental overtime
- Increase stabilization and reserve fund balances to meet reserve policy objectives
- Continued efforts to address rising health care costs – Other Post-Employment Benefits (OPEB) and different revenue streams to fund costs

Project Name: Reel Grinder TM Year and Article #: Golf Operating Budget Appropriation: \$ \_\_\_\_\_  
 Low Bidder: \$44,346 Finch Services Bid Price: \$ 44,346


**7/30/18 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 \$50,000 can be signed by Town Administrator.

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
  - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
  - b. Identify the funding source, such as article number and amount approved.
  - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.
- 2. Finance Director has signed that funds are available: Carl Capone Account # 0169521/527000
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used. <input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul> <input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Show that 50% payment bond was in bids.</li> </ul> <input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul> <input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$100,000 <b>and</b> estimated design costs are over \$10,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul> <input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul> <input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.</li> </ul>	<input checked="" type="checkbox"/> GS1. If procured using the <b>State Bid List</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.</li> </ul> <input checked="" type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input checked="" type="checkbox"/> b. Maximum contract length is three years.</li> </ul> <input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul> <input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul> <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>

Signature of Town Administrator or Assistant Town Administrator: 

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

## **Summary of Project**

**On Oct 1, 2018 emails were sent out to three venders on the State bid to ask for quotes on a Reel grinder. The Quotes submitted to the Town were opened on Thursday Oct 11, 2018 at 2 pm. The following documents were returned and the results are as follows:**

**The only one to meet all bid requirements in bid was Finch Services for a total 44,346.00. They provided all paper work and equipment that was required.**

**The funds for this lease is to be taken out of the current golf budget 2018 Line item 5270.**

**AGREEMENT FOR TOWN OF HARWICH**

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Finch Services, with an address of 1127 Littlestown Pike, Westminster, MD 21157 hereinafter referred to as "Contractor", effective as of the 4<sup>th</sup> day of October, 2018. In consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK:**

The Contractor shall perform all work and furnish all services necessary to provide the Town with 2 Branded Gardens or Equivalent, including the scope of services set forth in Attachment A.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing Nov 1, 2018 through 2021.

**ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 44,346. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

**ARTICLE 4: CONTRACT DOCUMENTS:**

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

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

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

**ARTICLE 5: CONTRACT TERMINATION:**

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

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

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

**ARTICLE 6: INDEMNIFICATION:**

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

**ARTICLE 7: AVAILABILITY OF FUNDS:**

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

**ARTICLE 8: APPLICABLE LAW:**

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

**ARTICLE 9: ASSIGNMENT:**

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

**ARTICLE 10: AMENDMENTS:**

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

**ARTICLE 11: INDEPENDENT CONTRACTOR:**

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

**ARTICLE 12: INSURANCE:**

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



purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

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

**ARTICLE 13: SEVERABILITY:**

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

**ARTICLE 14: ENTIRE AGREEMENT:**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This

Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

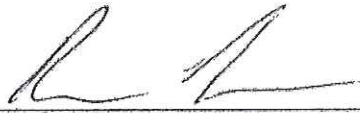
**ARTICLE 15: COUNTERPARTS:**

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

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

914030196  
Social Security Number or  
Federal Identification Number

  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

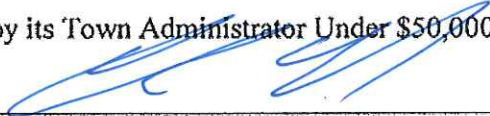
Paul Scholthreis  
Corporate Sales Manager  
Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

by its Town Administrator Under \$50,000

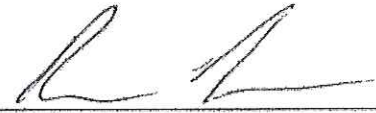
 (\$ 44,346 )  
Finance Director Contract Sum

  
Town Administrator

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

914030196  
Social Security Number or  
Federal Identification Number

  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

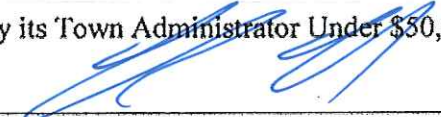
Paul Scholthreis  
Corporate Sales Manager  
Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

by its Town Administrator Under \$50,000

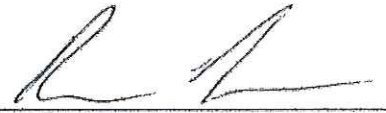
 (\$ 44,346)  
Finance Director Contract Sum

  
Town Administrator

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

914030196  
Social Security Number or  
Federal Identification Number

  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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


CONTRACTOR  
By

Paul Scholtheis  
Corporate Sales Manager  
Printed Name and Title


TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:

 (\$ 44,346 )  
Finance Director                      Contract Sum

by its Town Administrator Under \$50,000

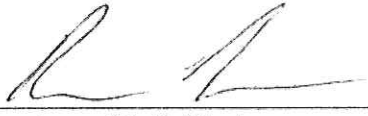
  
Town Administrator

★

**CERTIFICATION AS TO PAYMENT OF STATE TAXES**

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

914030196  
Social Security Number or  
Federal Identification Number

  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer  
(if applicable)

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

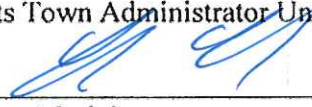
CONTRACTOR  
By

TOWN OF HARWICH  
by its Board of Selectmen Over \$50,000

Paul Scholtzeis  
Corporate Sales Manager  
Printed Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved as to Availability of Funds:  
Paul Coyote (\$ 44,346 )  
Finance Director                      Contract Sum

by its Town Administrator Under \$50,000  
  
Town Administrator

★

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, Town Administrator  
Evan Melillo, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA 02645

The Town of Harwich is requesting a quote for A Lease to purchase of the Following equipment.

- One (1) **Bernhard Duel Express Reel Grinder 4000 DX** or Equivalent too.
- The leases needs to be for a length of at least **thirty-six (36) months** with option to purchase.
- The Town of Harwich will be using State Bid FAC88 Lease contract
- The Total Contract Price **shall not include** and the Town shall not be required to pay sales tax.
- Please make Equipment lease available to be one payment a year.
- Quote sheet submission **deadline Thursday October 11, 2018 at 10:00am**, but *earlier submissions are appreciated.*
- This bid document does **not constitute a contract.**
- The Town reserves the right to reject any and all offers.

Please fill out the lines in the form below:

1. Total Contract Price (including all fees) during thirty-six (36) months lease: \$ 44,346.

2. Estimated date for delivery of lease contract: Nov 1st 2018.

3. Name of dealership: Finch Services Phone: 800-560-3373.

4. [Signature] Paul Schutteis 10/5/18  
Signature Printed Name Date



Quote Id: 18124168

---

Prepared For:  
**Cranberry Valley Golf Course**

Prepared By: **William Rockwell**

Finch Services, Incorporated  
522 Edwards Avenue  
Calverton, NY 11933

Tel: 800-560-3373

Mobile Phone: 508-789-5293

Fax: 631-591-3447

Email: [wrockwell@finchinc.com](mailto:wrockwell@finchinc.com)

Date: 05 September 2018

Offer Expires: 28 September 2018

---

*Confidential*





JOHN DEERE

Quote Id: 18124168

---

05 September 2018

Cranberry Valley Golf Course  
183 Oak St  
Harwich, MA 02645

John Deere Credit:

36 month lease-purchase with 3 annual payments of \$15,869.61 per year.

William Rockwell  
800-560-3373  
Finch Services, Incorporated



**JOHN DEERE**

---

**Quote Summary**

**Prepared For:**

Cranberry Valley Golf Course  
183 Oak St  
Harwich, MA 02645  
Business: 508-430-5234

**Prepared By:**

William Rockwell  
Finch Services, Incorporated  
522 Edwards Avenue  
Calverton, NY 11933  
Phone: 800-560-3373  
Mobile: 508-789-5293  
wrockwell@finchinc.com

---

ALL QUOTES SUBJECT TO CHANGE AFTER 30 DAYS

**Quote Id:** 18124168  
**Created On:** 05 September 2018  
**Last Modified On:** 06 September 2018  
**Expiration Date:** 28 September 2018

Equipment Summary	Selling Price	Qty	Extended
Bernhard Dual Express 4000 DX	\$ 44,346.00 X	1 =	\$ 44,346.00
<b>Equipment Total</b>			<b>\$ 44,346.00</b>

---

**Quote Summary**

Equipment Total	\$ 44,346.00
SubTotal	\$ 44,346.00
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 44,346.00</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 44,346.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**JOHN DEERE**

# Selling Equipment

**Quote Id:** 18124168

**Customer:** CRANBERRY VALLEY GOLF COURSE

## Bernhard Dual Express 4000 DX

**Hours:** 0

**Stock Number:**

<b>Code</b>	<b>Description</b>	<b>Qty</b>
4000DX	Dual Express 4000 DX Grinder	1



115 Franklin St. Ext.  
 Derry, NH 03038  
 Phone: (603) 404-2286  
 Fax: (603) 216-1278  
 www.mte.us.com

# QUOTE

Quote: 03-32944  
 Date: 10/9/2018

PO:  
 CustId: CRANBERRY VGC

Cust Email: sfernandez@town.harwich.ma.us  
 Phone: (508) 430-7561  
 Salesperson: lgolden  
 User: bmancuso

Bill To:  
 Cranberry Valley Golf Course  
 Shawn Fernandez  
 183 Oak St  
 Harwich, MA 02645-1933

Ship To:  
 Cranberry Valley Golf Course  
 183 Oak Street  
 Harwich, MA 02645 US

QUOTE PRICED PER MA STATE CONTRACT FAC88

3 YEAR / \$1.00 OUT "OWNERSHIP LEASE" / ANNUAL PAYMENT / \$9,970.00 PER YEAR

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
NEA.5650912	PA	WG - 555SRI Spin/Relief Reel Grinder	1.0000		\$29,495.00	\$1,474.75	\$28,020.25
Discount applied: 5.00%							
<b>Total:</b>							<b>\$28,020.25</b>

Totals	
<b>Sub Total:</b>	<b>\$28,020.25</b>
<b>Total Tax:</b>	<b>\$0.00</b>
<b>Invoice Total:</b>	<b>\$28,020.25</b>

Balance Due On This Invoice: \$28,020.25

Signature: \_\_\_\_\_

THIS QUOTE VALID FOR 30 DAYS. PLEASE SIGN AND RETURN TO EXECUTE THIS CONTRACT. PAYMENT MUST BE MADE AT OR PRIOR TO DELIVERY. FAX: 585-334-6332 OR EMAIL: BHOLMAN@MTE.US.COM. THIS DOCUMENT CONSTITUTES A LEGAL BINDING AGREEMENT.

---

*Memorandum from  
Charleen Greenhalgh, Town Planner  
Town of Harwich*

---

October 17, 2018

To: Christopher Clark, Town Administrator  
From: Charleen Greenhalgh, Town Planner  
Re: Monthly Report – September 18, 2018-October 16, 2018

The fall continues to be busy. Many projects. Below I offer the following updates on recent work and highlights:

- 1) Decisions, agendas, staff reports, etc. were prepared for the September 25 and October 23, 2018 Planning Board meetings.
- 2) Attended September 25<sup>th</sup> Planning Board meeting.
- 3) Drafted several working zoning bylaws, including: sign code for A-Frame signs; building heights within Flood Zones; exemption of retaining walls for septic systems from setbacks; and, accessory apartments by-right.
- 4) Prepared Capital Requests for Housing Trust and Local Comprehensive Plan and submitted before due date.
- 5) Prepared CPC application for Housing Trust and Housing Coordinator. Met with and received support from the Housing Committee and Planning Board. Also received support from the Board of Selectmen and Housing Authority. The application was submitted before the due date.
- 6) Attended two Housing Trust Training Workshops put on by Shelly Goehring, Program Manager with Massachusetts Housing Partnership. Extremely informative and helpful.
- 7) Attended a meeting at the Cape Cod Commission on the update of the Cape Cod Regional Policy Plan. Commission Staff will attend the Planning Board November 15<sup>th</sup> meeting to provide an overview of the update. We have also invited the Chatham Planning Board to attend.
- 8) Cultural Compact
  - a. Continue to meet weekly, or as needed, with Cyndi Williams, Executive Director of the Chamber of Commerce.
  - b. Held the first stakeholder meeting for the proposed Harwich Port District on October 16<sup>th</sup>. It was a very good meeting, lots of interest and support.
- 9) Continued to work with Margaret Song (Cape Light Compact), Sean Libby and Evan Melillo on the Green Communities Grant application. Huge kudos to the team.
- 10) Attended the monthly Department Head meeting for October.
- 11) Met with representatives from the Traffic Safety Committee to review the working Crosswalk Policy document. Made changes as needed and returned a draft back to the representatives before leaving on vacation.
- 12) Attached the first in the series of the 2018 Cape Housing Institute, on October 3<sup>rd</sup>. Once again a great and informative series.
- 13) Was out of the office from October 4 – 15.

## Sandy Robinson

---

**From:** Charleen Greenhalgh  
**Sent:** Wednesday, October 17, 2018 9:17 AM  
**To:** Meggan Eldredge; Raymond Chesley; Amy Usowski; Norman Clarke; Bruce Nightingale; Julie Kavanagh; Town Administrator Office  
**Cc:** 'William F. Riley'  
**Subject:** Stone Horse - ZBA

Hi All,

As we all met on Sept. 6<sup>th</sup> with representatives of the Stone Horse property, currently owned by Outer Cape Health, I thought that I would let you know that this is going before the Zoning Board of Appeals on October 31<sup>st</sup>. They are seeking a use variance to demolish and replace existing structures in order to create dormitories for seasonal workers. The Case Number is 2018-32.

If you would like to send a letter supporting the project, or not supporting the project, please send any correspondence to the Zoning Board of Appeals, c/o Shelagh Delaney in the Building Department.

Also, Attorney Bill Riley has asked for copies of any correspondence. His email is [wfriley@rileyandnorcross.com](mailto:wfriley@rileyandnorcross.com).

Thanks,  
Charleen

Charleen Greenhalgh  
Town Planner  
Town of Harwich  
732 Main Street  
Harwich, MA 02645  
508-430-7511  
508-430-4703

[cgreenhalgh@town.harwich.ma.us](mailto:cgreenhalgh@town.harwich.ma.us)

Town Hall Hours – Mon: 8:30am-8:00pm; Tues-Thurs: 8:30am-4:00pm; Fri: 8:30am-Noon

**PLEASE NOTE:** Beginning January 2, 2019 Town Hall Hours will be Monday – Friday 8:30am – 4:00pm