

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:30 P.M.

Tuesday, November 13, 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

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Minutes:

1. October 15, 2018 Regular Meeting
2. October 22, 2018 Regular Meeting
3. October 29, 2018 Regular Meeting

B. Vote to approve and sign Election Certifications for Register of Deeds, County Commissioner and Assembly of Delegates

V. CONSENT AGENDA

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

A. Annual Meeting

1. Wastewater Support Committee
2. Board of Assessors
3. Council on Aging

B. Public Hearing – Classification Hearing – Board of Assessors

C. CPC project application submitted by Conservation to extend the jetty landward at the east end of red river beach to help curb erosion – Amy Usowski, Conservation Administrator

VII. NEW BUSINESS

A. Recommendation on Ember's Disciplinary Hearing held on October 31, 2018

B. Request by Planning Board member David Harris to use Remote Participation at meetings from December to the first meeting in May

C. RFP for the Wastewater Communication and Outreach Coordinator / Owner's Project Manager

VIII. CONTRACTS

A. Approval of Contract between the Town of Harwich and Weed & Feed Inc. for Improvements to Cranberry Valley Golf Course in the amount of \$53,947

IX. OLD BUSINESS

X. TOWN ADMINISTRATOR'S REPORT

A. Housing Coordinator Status

B. Contract approval for the Mount Pleasant Gravestone Conservation in the amount of \$47,250

C. Departmental Reports

XI. SELECTMEN'S REPORT

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Sandra Robinson, Admin. Secretary

Date: _____
November 8, 2018

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, OCTOBER 15, 2018
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, McManus

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Cyndi Williams, Chris Joyce, Peg Rose, Fran Salewski, Richard Waystack, Gerry Beltis, and others.

WEEKLY BRIEFING

Mr. Waystack provided an update on recent and upcoming Community Center events and noted that interviews for Council on Aging Director are in process.

PUBLIC COMMENTS/ANNOUNCEMENTS

Ms. Williams provided an update on Chamber of Commerce events.

CONSENT AGENDA

- A. Approve Minutes –
 - 1. June 13, 2018 Regular Meeting
 - 2. September 17, 2018 Regular Meeting
 - 3. September 24, 2018 Regular Meeting
- B. Reappoint James Mangan to Council on Aging as full member with term to expire June 30, 2019 (*name previously omitted from reappointment list*)

Mr. McManus moved approval of the Consent Agenda. Mr. Howell clarified Item B noting that we had sent a letter to Mr. Mangan but he misread it and thought that he didn't need to do anything to get reappointed. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

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

- A. Annual Meeting
 - 1. Bikeways Committee

Mr. Salewski, Chair, provided the annual report of the Bikeways Committee.

- 2. Voter Information Committee

Ms. Joyce, Chair, provided the annual report of the Voter Information Committee.

- 3. Traffic Safety Committee

Mr. Beltis, Chair, provided the annual report of the Traffic Safety Committee.

NEW BUSINESS

A. Support of historic designation of West Harwich School Building

Mr. Clark outlined the letter from Mr. Igoe of Preservation Massachusetts and said it is clear that this is to encourage people to find alternate uses for the site. Mr. McManus moved to authorize the Chair to write a letter on behalf of the Board of Selectmen supporting the nomination of the West Harwich School House to the Preservation Massachusetts Most Endangered Historic Resource Program. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

B. West Harwich School Building RFP discussion

Chairman Kavanagh noted that there were no responses to the previous RFP for the West Harwich School Building. Mr. Howell commented the document was convoluted and bounced back and forth between two different purposes and discussed moving the building. He pointed out that an RFP was not needed for the South Harwich Meeting House. He recommended finding a group that has a passion for it and model it after what Ms. Ford did with the South Harwich Meeting House and then we can go to the next step of developing a License Agreement. Mr. Clark agreed with Mr. Howell's remarks. He noted that some people have approached the Town Planner on this and are scheduled to meet with her and he will be there as well. He said he would like to explore some of the ideas and options, share some of the License Agreement work we have already done and see what we can put together. Mr. McManus said moving the building loses its historic designation and he is not in agreement with that. The Board took comments from Duncan Berry who noted that they have several ideas but don't have concepts of the liabilities involved. He suggested they give the Town a checklist of what they are discussing. Mr. Howell agreed with Mr. Clark's suggestion that he explore some of the ideas and said they should be able to demonstrate a commitment to fixing the building. He said the first step is to meet with the Town Administrator. Mr. Ballantine said we need a timeline and to start moving on making minimum repairs. He asked that Mr. Clark summarize what he already has and costs for minimum repairs. Mr. Clark said the meeting is on Monday and he will bring the material from the South Harwich Meeting House and information on how it evolved. Ms. Urbano thanked the Board for their support of this building and said she looks forward to getting together with the Town Administrator.

C. DHY Clean Waters discussions – participation by Selectman Howell

Mr. Clark noted that the other Towns each have two Selectmen participating. Mr. Ballantine moved that Don join the DHY Committee as the Selectmen's representative. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

D. Board of Selectmen Goals and Objectives

Chairman Kavanagh said she didn't receive any input from the Board and the goals and objectives need to be finalized. Mr. Howell said we have to pay attention earlier in the process to voting positions and take positions early in the calendar year and Mr. Ballantine agreed. Chairman Kavanagh asked him to send it to her in writing. Mr. Clark suggested having two deadlines, one for the operating budget and one for capital items. He further suggested the Board look at the Budget/Warrant Timeline to see if they want to make adjustments. Chairman Kavanagh asked that all input for goals and objectives be submitted to her. Mr. Clark reviewed the identifying factors of the budget message as it relates to goals.

CONTRACTS

- A. Approval of Agreement with CDM Smith Inc. for Cold Brook Nitrogen Attenuation Project in the amount of \$119,800 – authorize Town Administrator to sign

Chairman Kavanagh said they would be holding this item. Mr. Clark said we need to establish a Memorandum of Understanding to continue moving the project forward. Mr. Howell asked if we are going to engage in CDM Smith without any RFPs for all things wastewater and noted that this is an attenuation project and not a sewer project. He questioned where the scope begins and ends. Mr. Clark said once you have someone who has done the design work and studies, they should finish and having them finish Phase 2 makes sense. He added that design is exempt from procurement so we can go with the party we think makes the most sense. He commented that if you hire someone midstream they're going to redo everything and we would look at doing that at the end of Phase 2. Mr. Ballantine said he would like to know the work that's been done and the costing on it for next week's meeting. Mr. Howell said owner should be defined in the document. Mr. McManus said owner is defined as the Town of Harwich in the document.

- B. Amendment #1 - Wastewater Program Phase 2 Engineering Services During Construction
– *D. Young, CDM Smith*

Mr. Clark provided an overview of the Amendment and took questions and comments from the Board. Mr. Clark said the construction administration amount is \$610,000 and the resident inspections would be \$1,680,000 for a total of \$2,290,000 which is all within the appropriation made at Town Meeting. Mr. Ballantine moved approval with the existing numbers that Chris has cited us. Mr. McManus seconded the motion. Mr. Howell said he doesn't care that it was appropriated because appropriations don't mean spending, just that it is available. He said he has said this before and reiterated that he would like to see for any contract or amendment a summary explanation that the public can see of why it is we are spending their money and where we are spending it and absent that he isn't going to vote for it. The motion carried by a 3-1-0 vote with Mr. Howell in opposition.

- C. Vote to adopt Green Communities Energy Reduction Plan

Evan Melillo, explained that this is criteria 3 out of 5 total and this is the last one before the submission can be made. He noted that this a plan to reduce energy by 20% over 5 years. He reviewed the timeline for the application. He said the announcement of the award will be in May. Mr. Ballantine asked Mr. Melillo to come back with the total costs for all these actions. Margaret Song of the Cape Light Compact said the estimate right now would be \$1.6 million if we did everything proposed. She said discussed incentives and grant funds and said the idea is for the town to spend little to no money to make these things happen. She said there's nothing that says you have to put in \$1.6 million. Mr. Howell moved to accept the plan as presented. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

- A. Economic Development Committee status

Mr. Clark discussed the difficulty in staffing committees and recommended to have a group of us that would go and talk to the business owners and suggested we ask them what are we doing well, what we

can do better, what they need and how we can create conditions for success for hopefully other businesses to locate here. He suggested starting with himself and the Chamber Director and possibly a member of the Board of Selectmen and possibly three times in the next year to try to continue to promote business in the community. Mr. Ballantine said he would like to go out a few times and Mr. McManus said he would also be interested. Mr. Howell noted that no one had stepped forward for this committee and said this way seems more practical. Mr. Clark said he would start to engage in this activity and would have one Selectman join him on each visit.

TOWN ADMINISTRATOR'S REPORT

A. DHY Clean Waters Partnership Meeting – Dennis COA, October 25, 2018 at 6:00 p.m.

Mr. Clark announced the above-referenced meeting.

B. Departmental Reports

There was no action or discussion on this item.

SELECTMEN'S REPORT

A. Housing Trust Membership

Mr. Howell said they do not have the last member and they are trying to be really careful as citizens will be recommending expenditures. He said they are still looking and would like to get someone with some knowledge.

ADJOURNMENT

Mr. Howell moved to adjourn at 8:32 p.m. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, OCTOBER 22, 2018
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Chief Clarke, Chief Guillemette, Lee Culver, Lincoln Hooper, Supt. Carpenter, Katie Iernio, Carolyn Carey, Erica Strezpek, Brian Fede, Clem Smith, Cyndi Williams, Angelo LaMantia, Art Bodin, Richard Waystack, Bruce Nightingale, Sharon Pflieger, Jack Brown, Mark Ameres, Dana DeCosta, Michael Lach, David Young, and others.

WEEKLY BRIEFING

- A. Officer John Sullivan – Graduation from the FBI Academy

Officer John Sullivan described his classes and experience attending the FBI Academy. The Board congratulated Officer Sullivan on this outstanding achievement.

PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Wastewater Support Committee Update – Sharon Pflieger

Ms. Pflieger reported that they are meeting the first Tuesday of the month at 8:30 a.m. at Town Hall as well as the fourth Thursday of the month at 6:30 p.m. She noted that the Homeowner Sewer Connection Guide Book is on the website. She reported that the committee will be meeting at the Dennis/Harwich/Yarmouth Clean Waters meeting on October 25 and the Harwich Conservation Trust will be providing the committee with a walking tour of the Cold Brook project on October 30 and they will be gathering at the old Harbormaster's Building. She noted that on November 13, Mr. Proft will be providing an update on our monitoring program which is part of the CWMP. She added that there will be no meeting on November 22.

CONSENT AGENDA

- A. Approve Minutes – October 1, 2018 Regular Session
B. Accept gift to be deposited in the Council on Aging Gift Fund

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

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

- A. Annual Meetings:

1. Community Center Facilities Committee

Mr. Culver, Chair, provided the annual report of the Community Center Facilities Committee. Ms. Carey provided a slide presentation on the Cultural Center facility.

2. Golf Committee

Mr. Smith, Chair, provided the annual report of the Golf Committee.

3. Recreation & Youth Commission

Mr. Mahan, Chair, provided the annual report of the Recreation & Youth Commission.

4. Housing Committee

Mr. Bodin, Chair, provided the annual report of the 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

Supt. Carpenter and Ms. Isernio provided enrollment information to the Boards and discussed demographic changes at the schools. They took questions from the Board regarding enrollment, various programs and services, and school choice. Ms. Isernio made the following statement: we were contacted by their insurance company when the lease agreement was set up between the two towns and the region, it indicated that the region would be getting the insurance, and then billing the Town for the insurance for the Town owned buildings but in practicality the Town of Harwich insures Harwich Elementary School and the Town of Chatham insures Chatham Elementary School as well as the Middle School and then the District insures the High School so the insurance company has requested that the language in our lease reflects the practice that's always been in place since Monomoy came into existence so what happens is every year Carol will generate an invoice on what the Town's cost is to insurance Harwich Elementary School and then invoices us and the Town of Chatham does the same thing so what we have presented is a draft amendment to the lease which the School Committee approved at their meeting last week, however in the meantime, the counsel in Chatham tweaked it a little bit, not anything of substance, but just kind of did some tweaking of what the School Committee voted on so at this School Committee meeting we will be voting on an amended amendment so I think we should table any actions with this Board tonight and then when we have the revised vote we'll come back.

Mr. Brown of the Finance Committee asked to defer Item 4 as Mr. DeCosta was not present and the Board agreed.

With regard to Item 5, Capital Budget Requests, Ms. Isernio said she just has a couple of smaller items that may be needed at Harwich Elementary School. She said they do have a 5-Year Plan that they modify along the way. She said looking at FY20, they don't envision any major capital improvements, there is a rooftop unit at the Harwich Elementary School that is going to need to be replaced which has a price tag of about \$18,000 and it's really just some HVAC things over at the Harwich Elementary that they will be looking at. She said there is a want to replace the carpet in the Activity Room. She discussed they have a district plumber and electrician and have been doing a lot of maintenance on the boilers and rooftop units and we have a contract with a roofer as well to deal with leaks. She said any major roof projects will more likely be in 2023 and 2024.

Mr. Clark reviewed the detail of the Capital Requests for 2020 and noted that they are just shy of \$12 million. He discussed possible use of Albro House for affordable housing. He said we are continuing to proceed forward with the pet cemetery ground. He said there is division on the Board and when there is division he needs to have majority to tell him which direction to head in.

Ms. Isernio said the playgrounds at both Harwich and Chatham Elementary Schools are on the horizon and are under review right now.

Mr. Howell said he would like another chart that shows the retiring debt from 2019 out and if we were to approve these other debt prospects what that would look like on a bar graph.

The Finance Committee adjourned to the Library at 8:14 p.m.

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*

Mr. MacAskill questioned why we are voting a \$120,000 contract to be signed by the Town Administrator. Mr. Clark said it's voted by the Board to delegate him sign it. Mr. Lach and Mr. Young took questions from the Board on the agreement and the cost for technical team participation, as well as changes in the project since Town Meeting vote which Mr. Young said it had not changed and the details were always to be worked out. Also discussed were sources of funding, costs for consulting and engineering, technical questions regarding the attenuation services and monitoring toward the goals. Mr. Howell suggested taking a fresh look at using somebody else as we always go in the same direction with CDM Smith and that isn't fair to the taxpayers. He commented that there isn't much commonality between this and the two other large scale projects of DHY and Chatham. Mr. Clark responded that if you establish a relationship with a trusted consultant to bring you through a process, you shouldn't break in mid-stream and a new firm will want to do things their own way. He said we engaged CDM Smith to do the work, to do a feasibility study, and to have them help us to make sure we are going to get the desired results that came out of that study which is a goal of 50%. He said that our consultant says that if we follow this methodology, we should get to the desired result. He noted that we have a 40 year plan with 8 phases and he recommends we go through Phase 2, the East Harwich sewerage, and then at the end of the phases we should see if the Town is on the right track and happy with the services. He said if CDM Smith helped us get the CWMP, it makes sense that we stay with them through at least Phase 2. Mr. Howell said its not part of the original phase, it's not in East Harwich and it's substantially different than it was last year. Chairman Kavanagh said it is part of the process in which we need to reduce the number of houses we need to sewer and it is all tied together. She said if we jump around from engineer to engineer we are making the process longer and possibly costing the Town money and she noted that no one is committing to CDM Smith for 40 years. Mr. Ballantine said he's not looking to change now and just wants better definition. Mr. MacAskill agreed with Mr. Howell's remarks. Mr. Lach provided a history of the project. Mr. McManus moved approval of Agreement with CDM Smith Inc. for Cold Brook Nitrogen Attenuation Project in the amount of \$119,800 and authorize the Town Administrator to sign. Mr. Ballantine seconded it on the condition that the goals are clearly identified. He restated the condition as follows: contingent that the goals to mitigate nitrogen is the 55% we talked about. Chairman Kavanagh said they would add that into the contract. The motion carried by a 3-2-0 vote with Mr. MacAskill and Mr. Howell in opposition.

- B. Approval of Road Salt Contract for DPW

Mr. Ballantine moved to award the FY19 Road Salt Contract in the amount of \$54 per ton to be delivered to the Harwich DPW consistent with the recommendation of the DPW Director. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

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

The Board agreed to hold this item as discussed previously.

- B. Approve Chapter 90 Requests per request of the DPW Director – to resurface various roads

Mr. Howell moved that we approve, upon the recommendation of the DPW Director, the Chapter 90 project requests for resurfacing roads in the amount of \$547,349. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

- C. Approval of Bob Miller Golf Lease Agreement – *authorize the Chair to sign*

Mr. Clark pointed out that this is a license agreement, not a lease agreement, for golf lessons taught at the golf course and he recommended that the Board exercise the two year extension option for FY19 with the revenue for the Town being \$5,788 and FY20 with revenue being \$6,077. Mr. Howell moved to approve the license agreement extension with Miller Golf for two years as outlined by the Town Administrator. Mr. Ballantine seconded the motion and the motion carried by a unanimous vote.

OLD BUSINESS

- A. Selectmen's Goals and Objectives

Chairman Kavanagh said she received no further input so she would just be submitting them.

SELECTMEN'S REPORT

- A. Stone Horse Property variance – discussion regarding support

Chairman Kavanagh said she would like to be able to write a letter of support for this project. Mr. Bill Reilly representing Ron Rudnick and Trish Kennedy provided an overview of the project that they are proposing with the concept being filling a need for workforce housing at this property currently owned by Outer Cape Health Services. He explained the plan is to construct two buildings each of which would accommodate two people to a room, 90 people in each building. He said there is no provision in the zoning by-law for dormitory use so it requires them to get a special permit use variance from the Zoning Board of Appeals. He asked for the Board of Selectmen's support. Chief Clarke spoke in support of the project. Chairman Kavanagh disclosed that she used to work with Mr. Rudnick who did a lot of these rentals and his staff does a great job. Mr. MacAskill moved to send a letter to the Zoning Board showing our support for a variance for the Stone Horse Property. Mr. Ballantine seconded the motion. Mr. McManus recused himself as he is the Vice-President of the Board of Outer Cape Health Services who the proponents are buying the property. Mr. Ballantine said he is a volunteer there and asked if there is any issue with him voting on this. Mr. Clark said he is not in a decision making capacity and therefore he is within his rights to vote on this. The Board and Mr. Reilly took questions from Mr. Bodin regarding the need for year-round housing. Mr. Rudnick indicated that he would prefer to keep it all dormitories but if the Town wants a couple of units of year-round housing they could try to work it out. The motion carried by a 4-0-0 vote.

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

Mr. Clark announced that we entered into the above contract which is under the \$50,000 level. Mr. Melillo took questions from the Board.

- B. Treasure Chest Stickers

Mr. Clark stated that DPW has Treasure Chest Stickers for purchase on a case by case basis on Saturdays and Sundays.

- C. Departmental Reports

There was no action or discussion on this item.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 9:27 p.m. Mr. McManus seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, OCTOBER 29, 2018
6:30 P.M.**

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

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Evan Melillo, Chief Clarke, Carolyn Carey, Jamie Goodwin, Emily Mitchell, Richard Waystack, David Spitz, Tom Sherry, Sandy Hall, and others.

WEEKLY BRIEFING

Ms. Goodwin, Channel 18 Manager, reported that long-time Channel 18 volunteer Paul Coughlin passed away.

Ms. Carey reported on the upcoming Halloween party at the Community Center and thanked all who donated.

PUBLIC COMMENTS/ANNOUNCEMENTS

Ms. Williams reported that the Harwich Center Cultural District stakeholders meeting is tomorrow at the Cultural Center at 6:30 p.m.

Ms. Rose of the Historical Society reported that their annual pie sale is this Saturday at 10:00 a.m.

CONSENT AGENDA

- A. Approve Minutes – October 9, 2018 Regular Meeting
- B. Approve Town Administrator's recommendation on Perks Entertainment License
- C. Approve Road Race Application from Cape Cod Irish Pub for August 3, 2019
- D. Approve Committee Appointments –
 - 1. Harwich Port Parking Committee
 - 2. Youth Services Committee
 - 3. Harwich Center Initiative
 - 4. Historic District/Historical Commission
 - 5. Affordable Housing Trust

Mr. McManus moved approval of Consent Agenda Items A, B and C. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Mr. Howell moved to appoint:

Mike Ulrich to the Harwich Port Parking Committee full ad-hoc business member with a term to expire May 15, 2019;

Al Donoghue to the Harwich Port Parking Committee full ad-hoc resident member term to expire May 15, 2019;

John Mahan to the Harwich Port Parking Committee full ad-hoc resident member term to expire May 15, 2019;

Joy Jordan to the Harwich Youth Services full member term to expire June 30, 2019;

Ginny Hewitt to the Harwich Center Initiative full ad-hoc member term to expire December 31, 2019;

Angelo Kyriakides to the Historic District/Historical Commission associate member term to expire June 30, 2020;

Brendan Lowney to the Affordable Housing Trust full member term to expire June 30, 2019.

Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

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

A. Annual Meetings:

1. Cultural Council

Tina Games, Chair, provided the annual report of the Cultural Council.

2. Brooks Academy Museum Commission

David Spitz, Chair, provided the annual report of the Brooks Academy Museum Commission.

3. By-Law and Charter Review Committee

Sandy Hall, Chair, provided the annual report of the By-Law and Charter Review Committee.

NEW BUSINESS

A. Confirm appointment of Emily Mitchell as Council on Aging Director

Mr. Clark outlined the interview and candidate selection process for the Council on Aging Director and provided background on Ms. Mitchell. Mr. Howell moved that we approve, upon the recommendation of the interview committee and the Town Administrator, the appointment of Emily Mitchell to the Council on Aging Director position. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

B. Update on Fire Station 2 and overview of pending Change Order – *Chief Clarke*

Chief Clarke reported that the progress is proceeding but not quite as quickly as he would like. He noted that we aren't behind schedule but it is important that we get steel and walls up so they can work inside. He said there is a pending change order for electrical items associated to the addendums and we have requirements from Eversource we didn't anticipate and there is a cost associated with that.

He said he asked for specific costs for each of the items and he rejected them as they were unreasonable and that they are being recalculated. He added that he is working with the contractor, Mill City, to make sure things are on time.

C. Cable Use Policy – *first reading*

Ms. Goodwin reviewed the draft policy. Mr. McManus suggested adding Town Meeting to the “Live Broadcasts” section. Ms. Goodwin suggested a \$5 fee rather than \$15 for CD copies. The Board was agreeable to the change to \$5. It was further agreed that Ms. Goodwin would bring this item back.

D. Dissolve Municipal Revenue and Economic Development Committee

Mr. MacAskill moved to dissolve the Municipal Revenue and Economic Development Committee. Mr. Ballantine seconded the motion. Mr. Howell commented that there weren’t any candidates and that in dissolving this it doesn’t change our minds as to how important it is to have economic development and he noted that Mr. Clark provided an alternative to this at last week’s meeting so they will still be pursuing economic opportunities. The motion carried by a unanimous vote.

TOWN ADMINISTRATOR’S REPORT

E. Departmental Reports

Mr. Clark reported that we are nearing completion of the cart barn and will be doing the site work in house. He commented on the poor condition of the jetty Allen Harbor which was noted in the recent boat trip with Capital Outlay. Mr. Clark further added that he has bought a house in Harwich.

SELECTMEN’S REPORT

Mr. McManus reported that he would be attending the Massachusetts School Business Association meeting on Wednesday in Boston and that this is the meeting where they will approve the final audit of the High School building project and their final settlements of their payments to us.

ADJOURNMENT

Mr. MacAskill moved to adjourn at 7:15 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Sandy Robinson

From: Mary Maslowski
Sent: Thursday, November 08, 2018 8:58 AM
To: Sandy Robinson
Cc: Anita Doucette
Subject: Barnstable County - Election Certifications
Attachments: 2018 Town Vote Summary Election Form DEEDS.doc; 2018 Town Vote Summary Election Form AD.doc; 2018 Town Vote Summary Election Form BCC complete.doc

Hi, Sandy-

Attached hereto, please find the election certifications which need to be approved by the Board of Selectmen for the following positions:

- Register of Deeds
- County Commissioner
- Assembly of Delegates

Anita will bring the originals to you shortly!

Thanks!

-Mary

Mary A. Maslowski

Town of Harwich

Town Clerk's Office
732 Main Street – Town Hall
Harwich, MA 02645
(508)430-7516 x3328

**THE SECRETARY OF STATE'S OFFICE HAS DETERMINED THAT EMAILS ARE PUBLIC RECORDS.
THIS EMAIL IS INTENDED FOR THE NAMED RECIPIENT. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR, PLEASE NOTIFY
THE HARWICH TOWN CLERK'S OFFICE AT (508)430-7516 X3328.**

Commonwealth of Massachusetts

*At a Legal Meeting of the Inhabitants of the
Town of Harwich*

in the County of Barnstable, qualified to vote for Civil Officers, held on the Tuesday next after the first Monday in November, being the sixth day of said month, in the year two thousand and eighteen, for the purpose of giving in their votes for COUNTY COMMISSIONER, for the County of Barnstable, all the ballots given in therefor were sorted, counted and recorded, and declaration thereof made, as by law is directed, and were for the following persons, namely:

<u>Name</u>	<u>Address</u>	<u># of Votes in Words</u>	<u># of Votes in Numbers</u>
Leo G. Cakounes	1601 Factory Rd, Harwich	Four Thousand One Hundred Eighteen	4,118
Ronald J. Bergstrom	1347 Old Queen Anne Rd, Chatham	Three Thousand One Hundred Thirty-One	3,131

Write-Ins	Four		4
Blanks	Three Hundred Thirteen		313
TOTALS	Seven Thousand Five Hundred Sixty-Six		7,566

Board of Selectmen

COPY

Attest, _____ TOWN CLERK.

Date: _____

Commonwealth of Massachusetts

*At a Legal Meeting of the Inhabitants of the
 Town of Harwich*

in the County of Barnstable, qualified to vote for Civil Officers, held on the Tuesday next after the first Monday in November, being the sixth day of said month, in the year two thousand and eighteen, for the purpose of giving in their votes for ASSEMBLY OF DELEGATES, for the County of Barnstable, all the ballots given in therefor were sorted, counted and recorded, and declaration thereof made, as by law is directed, and were for the following persons, namely:

Name	Address	# of Votes in Words	# of Votes in Numbers
Elizabeth R. Harder	88 Pleasant Lake Ave., Harwich	Three Thousand Three Hundred Ninety-Six	3,396
Peter S. Hughes	41 Martha's Lane, Harwich,	Two Thousand Seven Hundred Fifty-Three	2,753
Write-Ins	Twenty		20
Blanks	One Thousand Three Hundred Ninety-Seven		1,397
TOTALS	Seven Thousand Five Hundred Sixty-Six		7,566

Board of Selectmen

COPY

Attest, _____ TOWN CLERK.

Date: _____

Commonwealth of Massachusetts

*At a Legal Meeting of the Inhabitants of the
Town of Harwich*

in the County of Barnstable, qualified to vote for Civil Officers, held on the Tuesday next after the first Monday in November, being the sixth day of said month, in the year two thousand and eighteen, for the purpose of giving in their votes for REGISTER OF DEEDS, for the County of Barnstable, all the ballots given in therefor were sorted, counted and recorded, and declaration thereof made, as by law is directed, and were for the following persons, namely:

<u>Name</u>	<u>Address</u>	<u># of Votes in Words</u>	<u># of Votes in Numbers</u>
John F. Meade	153 Elliott Rd, Barnstable	Five Thousand Four Hundred Nineteen	5,419
Write-Ins	One Hundred Eleven		111
Blanks	Two Thousand Thirty-Six		2,036
TOTALS	Seven Thousand Five Hundred Sixty-Six		7,566

Board of Selectmen

COPY

Attest, _____ TOWN CLERK.

Date: _____

Wastewater Support Committee
2018 Annual Report

The Wastewater Support Committee (WSC) has five members appointed by the Board of Selectmen (BoS). Our first meeting was held on January 10, 2018. From January through March we met three times a month. Since April, we have been meeting twice a month; on the First Tuesday and the Last Thursday of the month at 8:30 AM and 6:00 PM respectively in the Griffin Room at the Harwich Town Hall. The sessions are video recorded and are available on the Wastewater button from the Town's website.

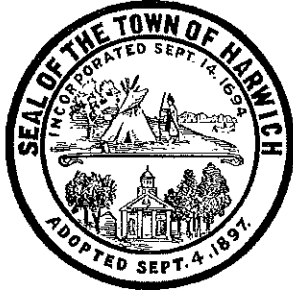
The purpose of the (WSC) is to advise and inform the BoS on the implementation progress and issues regarding the Comprehensive Wastewater Management Program (CWMP). Special attention is given to effective public outreach including resident input, discussions and concerns regarding sewer connections. The complete Purpose and Responsibilities are posted on the WSC website.

Activities:

- With the help of the committee and Caleb from Channel 18, we reorganized the Wastewater website to make it easier for people to locate information.
- The Committee coordinated several letters to residents in the East Harwich/Pleasant Bay area regarding the status and progress of the Phase 2 sewer project.
- The WSC members attended voter information meetings to assist in the preparation of the Town Meeting.
- In April, a Committee member met with Realtors at their Community Meeting to provide them with information regarding the upcoming sewer project.
- Also in April we had Kendall Ayers from the Barnstable County Septic Loan Program present information on possible loans for homeowners to help with financing for the installation of the sewer systems. There are links on the WSC website to provide more detailed information.
- In June, a few of the local banks came and presented what they had to offer residences in the way of Home Equity Loans and Lines of Credit to help finance their sewer system.
- The committee developed a two page information handout, **5 Steps to Hook Up to the Town Sewer System** which is available on the website and was also sent to residents who are affected in the current phase of the sewer construction project. A more comprehensive **Homeowner's Sewer Connection Guidebook** was also developed and is available on the Wastewater website. Both of these are available at Town Hall, Brooks Library and the Chamber of Commerce.
- We had a tour of the Cold Brook Project area that could be useful in reducing nitrogen and therefore reducing the numbers of sewers needed in Harwichport.
- The Committee assisted with the preparation of a Request For Proposal for a Wastewater Communications Coordinator. Since that endeavor was not successful, the Committee will now help with the development of a list of responsibilities for a Project Manager.

Member Attendance-Excellent
Members Sworn In-100%
State Ethics Testing-100%
Agendas/Minutes Posting-Up to Date

Respectfully Submitted
Sharon Pflieger, Chairperson



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

To: Harwich Board of Selectmen
Julie Kavanaugh, Chair

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

Date: November 1, 2018

RE: Annual Meeting and Report, 2018

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

Council Director, Judi Wilson, instituted within budget and with the support of the Friends of the Council on Aging, new software, My Senior Center, which has allowed the Council to better serve the needs of our members, who have embraced the new software enthusiastically. Tracking attendance at events, event management, communication modules, create data that is essential to applying and fulfilling grant applications that are data driven.

Longtime Social Service Coordinator and licensed social worker, Kevin Grunwald retired midsummer. Kevin played an integral role in the lives of many of our members and residents. His presence will be missed, as his five year tenure was rich with relationships and problem solving, but always with a smile and a hand for all. We sincerely thank Kevin for his service to our community!

Susanna Keith, a Harwich resident, joined the Council in August to replace Mr. Grunwald. Ms. Keith has extensive experience working with older adults and as a case manager in elderly facilities. We welcome Susanna to the team!

Surprisingly, Director Judi Wilson decided to leave Harwich and return to her previous position with the Orleans Council on Aging. Once again, Christopher Clark, Town Administrator, served in the capacity as Interim Director this fall also bringing on Emily Mitchell as interim Office Manager. After a thorough search, the position of Director, Harwich Council on Aging, was offered to Ms. Mitchell. Ms. Mitchell, a Harwich native and graduate of Harwich High School has previously been on the staff of the Harwich Community Center. Her familiarity with our older adults, the facility and the staff will ensure her a smooth transition to her new position of Director.

At the 2018 Annual Town Meeting, a charter change to increase the Council to nine members permanently was defeated, and the Council as per the Charter, will become seven members. Two new members of the Board were appointed, Angelina Chilaka, long time educator in the Harwich and

Monomoy Schools, as well as a new, non-voting member, Harwich Firefighter, Justin White. The work of the Council relies heavily on an effective working relationship with our Harwich Public Safety Team. Firefighter White's appointment supplements the expertise of Vice Chairman Lee Culver, retired Harwich Police Detective, and current Director of Emergency Management. After searching for members for many years, we are pleased to be a full capacity.

Current attendance by the Board is excellent and the Town Clerk has reported that *all members have been duly sworn in and all have completed the required Ethics Training and Certification.*

The Council on Aging could not provide the breadth and scope of programs and services without the aid of our 75 plus volunteers. Their donations of time, energy and experience make our Council successful in reaching out to the countless members of our community. We are grateful for their service!

Updating the goals and objectives under the new leadership of the Council are a major goal. Both the Council and the Board believe that this is a great opportunity to examine the needs of our senior population, and to create services and programs that meet their needs, now that the infrastructure and software are in place to monitor the effectiveness of the vast array of programs and events sponsored by the Council.

The COA has an exceptional relationship with the Friends of the Harwich Council on Aging, a 501C(3) nonprofit organization which supports programs and needs outside of the town budget for our seniors. A member of the COA attends Friends meetings monthly to coordinate programs and to continue to monitor the needs our senior population. Through their generosity, the new software system was instituted, and with programs expanding meal services to our residents, they have stepped up to purchase the equipment necessary to continue to provide quality, nutritious meals.

Our relationship with the Department staff continues to excel. Susanna Keith, Social Services Coordinator, Susan Jusell, Town Nurse, Linda St. Pierre, Town Chef, Rick Anderson, Outreach Assistant/ Volunteer Coordinator, and our Van Drivers, all who are integral components to providing the services and programs that enable our seniors to be active, thriving members of our community. Mr. Anderson recently had his position regraded to that of program specialist, overseeing the transportation and volunteer needs of the department.

All parties respect the fact that our Board is essentially a policy setting Board. Daily operations of the Department are left to those responsible. Ms. Mitchell will continue to update the board on staff issues and her level of communication with the Board allows us to focus our tasks on the policy issues that fall within our responsibility.

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

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



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

To: Board of Selectmen

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

Date: November 6, 2018

RE: Annual Meeting and Report, 2018

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

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

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

The Town of Harwich is awaiting our state certification for growth and property values for FY 2019. This state mandated review has been done in a timely manner, with the competent assistance of our outside contractor, Paul S. Kapinos & Associates. Taxpayers will be able to view a list of updated valuations in person at the Assessor's Office, Community Center, Brooks Free Library, as well as online through the Assessor's website once available.

It is our intention for tax bills to be sent out in a timely manner for the 17th consecutive year. This is our primary function and goal. Any delay in the distribution of tax bills can be costly to the Town in terms of lost revenue and interest.

The Board oversees and approves numerous programs which are available for our Seniors, Veterans, spouses of Veterans, sight impaired citizens and those who may need assistance in paying taxes because of age, infirmity or financial condition. Once again, and annually until approved by the Massachusetts Legislature, an article was passed at the Annual Town Meeting to increase the credit for taxpayers in need who are over 65 to \$1,500 and by filing legislation to expand the local option increase state wide. This bill has been in committee and has not reached the necessary third reading to be enacted. Until such time that it becomes state law, the Board will continue to file an article locally to address this shortfall from the state. Funds for this expanded Senior Tax Credit come from our overlay account.

The Board oversees a number of programs available through exemptions and deferrals which are readily available to meet the needs of our community. In addition, we provide the criteria for assessing property in Harwich, the abatement process and timetables to file. A list for these programs is now available online. A continuous goal is to make the community aware of all programs available to the taxpayers. The Board has continued its outreach in the community by partnering with the Council of Aging to promote the tax work-off program with volunteerism throughout the Town Departments. Currently, there are opportunities for taxpayers to utilize the Senior Tax Work Off provision to lessen their tax burden. Requirements for this program mirror those of the Senior Exemption. At the request of the Board, staff inquired of the Commonwealth of Massachusetts and the Department of Revenue to see if it would allow eligible taxpayers to take advantage of both the Senior Tax Credit and the Senior Tax Work Off Program to a maximum of \$3,000. The result was positive and we are able encourage all who qualify to apply. We are proud that the Board is proactive in seeking options for the Senior taxpayers of our community to extend as long as possible, residency in their homes.

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

For those taxpayers who wish to challenge their assessed value, abatement hearings will commence during the month of February, thirty days after mailing of the third tax bill. **We would encourage all those who travel during the winter months to pay close attention to their third billing, as the new valuations will be available for the first time, and we must abide by State statute which requires the Board to act upon abatement application within three months.** We will complete this task on time, but cannot extend this period due to late filings. Abatement applications will be accepted at the Assessor's Office between January 1 and February 1, 2019. The 'Application for Abatement' will be available on the Town of Harwich website as of January 1, and may be filed with the Harwich Board of Assessors **after** January 1, 2019, but must be postmarked no later than February 1, 2019 in order to be considered timely filed.

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

The Board of Assessors meets monthly, Monday's at 5:30 in the Assessor's Office. With new Town Hall office hours proposed for January of 2019, we will be rescheduling our regularly scheduled meetings. Our posted meetings are open to the public, with the exception of Executive Sessions. All exemptions, deferrals and abatements are subject to Executive Session, following state and town protocols. During Abatement timeframe we increase our meetings to meet the demands of statutory requirements. Attendance is exemplary, and there are no vacancies at this time. The Board of Assessors is one of the few Harwich Boards to require state certification as a standard for service, and all members are duly certified at this time.

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

**LEGAL NOTICE
TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
November 13, 2018**

The Harwich Board of Selectman will hold a Public Hearing on **Tuesday, November 13, 2018**, no earlier than 6:30 P.M. during their regularly scheduled meeting. The Hearing will be in the Donn B. Griffin Room located at the Town Hall, 732 Main Street, Harwich for the purpose of deciding whether all property shall be taxed at the same rate for Fiscal Year 2019 as set forth in Chapter 40, Section 56 of the Massachusetts General Laws.

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

Julie E. Kavanaugh, Chair
Larry G. Ballantine, Vice Chair
Edward McManus, Clerk
Michael D. MacAskill
Donald Howell

Cape Cod Chronicle
October 25, 2018

MOTION

I move that we

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

Red River Beach Jetty Extension Project



Presentation to Support CPC application

November 8, 2018

Background of Red River Beach

- Town took the 8.4 acre property by eminent domain in 1954 for 'beach purposes.'
- Coastal Barrier Beach
- Property under Selectmen Jurisdiction
- Largest public beach in Harwich – 190 parking spots
- Approximate annual revenue per Rec records: daily beach passes ~\$60,000 per year; food truck revenue ~\$5,000 per year. Unknown portion of annual beach sticker sales.
- Uses: walking, sunbathing, swimming, fishing, photography, etc.

The Problem





Preventative Measures Already Attempted

- Placement of sand
- Filter fabric and sand bags
- Planting attempted
- Routine placement of sand by DPW
 - Protects parking area, but is silting in the mouth of river
 - No more mooring field in mouth of river

The Request

- Extend jetty landward 50-60', hugging the banking
- Repair slumped portion of the existing end
- Public access to this area will be maintained
- Courtesy quote from Mark Timmerman of Robert Our Company
November 5, 2018: \$70,000 for new 50' jetty extension. \$8,000 to repair existing slumping end.
- \$100,000 requested for this application

How This Project Fits CPA Funding Criteria

- Restore/rehabilitate an open space property with high recreational value.
- Local Comprehensive Plan
- Open Space and Recreation Plan

Next Steps

- Recreation Commission supports project.
- On November 13th, 2018 Selectmen's agenda
- On next Real Estate and Open Space Committee agenda
- Engineering Dept to revise site plan
- Town to file with local Waterways Committee and Conservation Commission winter 2018/2019. Also file with DEP. Obtain approvals.
- If permits and CPC funds are awarded, project to take place next fall/winter (2019-2020). Completion by early spring 2020 the latest.

Questions? Comments?

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

Date: November 2, 2018

Subject: Recommendation on Ember's Disciplinary Hearing

After hearing all testimony at a Disciplinary Hearing on violations of Ember's Weekday Entertainment/Liquor Licenses, which I held on October 31, 2018, I make the following recommendation to the Board of Selectmen with regard to incidents of conducting entertainment beyond licensed hours on June 19, 2018 and September 7, 2018 and excessive noise in the form of music plainly audible beyond 150 feet reported on September 13, 2018 and September 14, 2018.

In consideration of the fact that this is Ember's first season with significant complaints and that they cooperated in every instance, I recommend that the Board of Selectmen issue a warning letter to Ember to include the following:

You are hereby notified that the Board intends to follow a progressive course of discipline, if needed, up to and including revocation of Entertainment License and/or Liquor License for any future violations.

The Board recognizes that this season was the first with significant complaints and has the highest expectation that in the future you will comply with the conditions of your license.

Attached please find detailed minutes of the hearing.

MINUTES
EMBER DISCIPLINARY HEARING
TOWN HALL LIBRARY
OCTOBER 31, 2018
9:00 A.M.

PRESENT: Christopher Clark – Town Administrator, David Guillemette – Police Chief, Lt. Kevin Considine, Sgt. Adam Hutton, Officer Tegan DeBaggis, Officer Peter Petell, Attorney Matthew Kelley, Judd Brackett – Ember Owner/Manager, Griffin Brackett - Ember Owner, Scott McMahan – Ember Shift Manager, Ann Steidel – Recording Secretary.

Mr. Clark opened the hearing at 9:00 a.m. noting that he was appointed by the Board of Selectmen as the Hearing Officer regarding noise complaints as outlined in the letter dated October 2, 2018 which was delivered to Ember by the Police Department. Mr. Clark read the letter into record (see attached) and noted that the hearing is specific to conducting entertainment beyond licensed hours on June 19, 2018 and September 7, 2018 and excessive noise complaints in the form of music plainly audible beyond 150 feet on September 13, 2018 (one violation) and on September 14, 2018 (two violations). He swore in all those who would be testifying.

Mr. Clark explained that he will make a recommendation for the Board of Selectmen to vote on after which a notice will be sent to the license holder.

June 19, 2018 Incident

Chief Guillemette noted that the yearly meeting at the Police Department to review rules and regulations was attended by two Ember employees, Megan Ducher and Scott McMahan.

Sgt. Hutton testified that there was a call from the manager of The Melrose on June 19 at 10:00 p.m. He said he arrived at Ember at 10:15 at which time the music was clearly audible. He said the music was outside near the fire pit and that he spoke with Mr. McMahan and advised him of the violation. He said Mr. McMahan said that the DJ didn't understand that he needed to come inside at 10:00 and that Mr. McMahan was cooperative and immediately shut down the music. Mr. Griffin Brackett said it was a special event that night and Mr. McMahan was confused that the music was supposed to move inside. He said all entertainers are notified of the rules when they are booked.

Chief Guillemette reported that a warning letter was issued and Mr. Judd Brackett acknowledged receipt of it.

September 7, 2018 Incident

Officer Tegan DeBaggis testified that a little before 10:00 p.m. on September 7, 2018 there was a noise complaint from the Melrose and Bayview Road. She said she arrived at 10:07 and could hear the music driving by. She said she had a conversation with Mr. McMahan who was confused as he said they were using a radio and not a DJ. She said she informed him of the violation and that he seemed overwhelmed and didn't know recorded music was a violation but he immediately complied.

Mr. Clark pointed out that the licenses, which are conspicuously posted, indicate both recorded and live music and it should have been known.

Lt. Considine testified that he spoke to the complainant who lives behind The Melrose, who indicated it was very loud recorded music, but this violation was about the timeframe.

Attorney Kelley asked Officer DeBaggis if the call came in at 9:58 p.m. and she responded yes. He asked if there were any other calls and she responded no. He asked if Mr. McMahan was cooperative and she responded yes.

Mr. McMahan testified that he is aware there is to be no outside music after 10:00 p.m.

Mr. Griffin Backett testified that when the musicians finish they turn on their own equipment as they are packing up and Mr. McMahan didn't realize that. Mr. Brackett added that it is ambient music.

Mr. Clark stated that the material presented indicates that it is clear the music continued after 10:00 p.m.

September 13, 2018 Incident

Chief Guillemette reported that the complaint came in at 9:17 p.m. from 29 Pleasant Street.

Officer DeBaggis testified that she responded and could hear from the yard of the complainant. She said she drove by and there was one musician which was very loud. She said she parked on Snow Inn Road and could clearly hear the guitar and words to the song. She said she contacted Mr. McMahan who said they keep the volume the same level all the time. She explained that it was a windy night and that is why the noise probably carried. She stated that Mr. McMahan immediately complied. She noted that there was no noise from the other restaurants closer to 29 Pleasant Street. Officer DeBaggis took questions from Attorney Kelley regarding other noise in the area and Officer DeBaggis confirmed that there wasn't any. He also inquired as to how she determines the 150' distance to which she responded that they use the distance between utility poles. In response to further questions from Attorney Kelley, Officer DeBaggis noted that there were no further calls that night and that Mr. McMahan complied.

Mr. McMahan testified that they use the same volume every night but some nights are considered too loud and some are not.

September 14, 2018 Incidents

Officer Patel testified that he responded to a call from 29 Pleasant Street on September 14, 2018 at 9:15 p.m. and that while in the front yard he heard very loud bass, guitar and drums as well as the song lyrics. He said there was no noise from other area establishments. He said he drove toward Ember and the music became continually louder. He said there was a male singer by the fire pit and it was pretty loud. He said he made contact with Mr. McMahan and advised him of the violation and he turned down the volume. Officer Patel testified that he returned to 29 Pleasant Street and could hear the music once again. He said he and Sgt. Hutton parked behind the real estate office across the street from Ember and observed the same loud music and a call for the last song and the music stopped at 10:00 p.m. He said he didn't inform Mr. McMahan of the second violation as the music wrapped up.

Officer Patel took questions from Attorney Kelley regarding the music. Officer Patel noted that the singer had a computer system that played drums.

Officer Patel testified that Mr. McMahan was disheveled, standoffish and annoyed by his presence that night. He said that Mr. McMahan began to argue with him.

Attorney Kelley asked if there were any other noise violations that night and Officer Patel said he would have to look at the log. He further asked Officer Patel if there were any issues after 10:00 p.m. and Officer Patel responded that there were not.

Attorney Kelley asked Officer Patel if they did an investigation as to noise from other restaurants in the area and Officer Patel said they walked the area and heard nothing.

Mr. McMahan testified that he was not argumentative but got upset when the Officer said there would be a hearing and that he complied with what he was asked to do.

Officer Patel said that there was a full house that night and Mr. McMahan was feeling the frustration. He said Mr. McMahan wouldn't give his name and that he tried to calm him down. Officer Patel said Mr. McMahan was not irate, just frustrated and that he told Officer Patel that we want to avert a hearing.

Mr. Clark said the testimony shows that the music was clearly audible beyond 150'.

Mr. Clark asked Chief Guillemette his recommendation and Chief Guillemette responded that he wouldn't recommend anything other than other first offenders have gotten. He emphasized that this is a quality of life issue for the complainants and they are trying to get a handle on this.

Mr. Judd Brackett stated that the issues were in June and September and perhaps that is because there is less activity on Route 28 than in July and August.

Mr. Kelley submitted a log of all noise complaint calls regarding Ember and noted that most are unfounded. He suggested a written warning be issued and added that they were respectful in all instances.

Mr. Clark stressed that if the order of magnitude gets to a certain point, he has no problem shutting down establishments. He said he would lean toward a letter of warning in this case.

Mr. Clark closed the hearing at 10:09 a.m.

Submitted by,

Ann Steidel
Recording Secretary

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



October 2, 2018

VIA HAND-DELIVERY AND EMAIL

Mr. Justin Brackett, Manager
Ember Pizza, Inc.
600 Route 28
Harwich Port, MA 02646

Re: Notice of Disciplinary Hearing

Dear Mr. Brackett:

On October 1, 2018, the Board of Selectmen, acting as the Local Licensing Authority, voted to refer charges of alleged violations of the Liquor/Entertainment License for Ember Pizza Inc. dba Ember, located at 600 Route 28, Harwich Port, to the Administrative Officer to conduct a Show Cause Hearing. **Specifically the charges are:**

1. **Conducting entertainment beyond licensed hours on June 19, 2018 and September 7, 2018**
2. **Excessive noise complaints in the form of music plainly audible beyond 150 feet on September 13, 2018 (one violation) and on September 14, 2018 (two violations).**

The hearing will be held on **October 31, 2018 at 9:00 a.m. in the Town Hall Library** at Harwich Town Hall, 732 Main Street, Harwich. You are requested to attend the hearing. You will be given an opportunity to be heard and to introduce evidence. You may be represented by counsel if you so choose.

You are hereby informed that in the event that the allegations are proven, the Board may take disciplinary action against the license, which may include suspension, revocation, or cancellation.

Sincerely,

Christopher Clark, Town Administrator

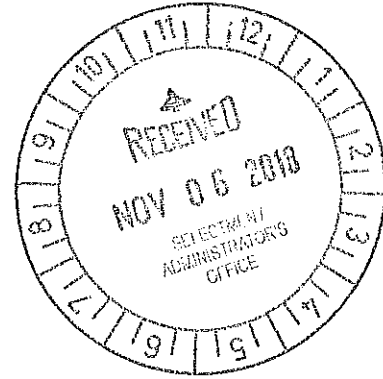
By: #116
Harwich Police Department

I hereby certify that a copy of this notice was served to the aforementioned person on the 2nd day of October, 2018

cc: Chief David Guillemette
Board of Selectmen

Net'd 10-3-18 a.s.

October 24, 2018



To: Charleen Greenhalgh, Town Planner
Jim Joyce, Planning Board Chairman

Please request approval from the Board of Selectmen for me to participate by telephone in the 2018 - 2019 Planning Board meetings during the months of December, January, February, March, April and the first meeting in May.

During that time, please send planning board information to me by email and to the following address:

Thanks,
Dave Harris

9139 SE Riverfront Terrace, Apt N
Tequesta, FL 33469

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

**REQUEST FOR PROPOSALS
WASTEWATER COMMUNICATION\OUTREACH COORDINATOR**

The Town of Harwich, an Equal Opportunity Employer, is seeking proposals from qualified interested parties to provide professional services as a Communication\Outreach Coordinator involved in the preparation of sewer work the Town will be undertaking in Harwich, MA 02645 during FY19 and FY20.

Interested parties are requested to submit proposals to the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 **NO LATER THAN 2:00 P.M., THURSDAY, SEPTEMBER 20, 2018**. Proposals received after this time will be rejected. Delivery of the proposals will be at the proposers' expense. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the proposer.

Please submit five separate price and non-price proposals (or technical) proposals as well as a signed copy of the Town's standard contract. Both the envelope containing the price proposal and the envelope containing the non-price proposal must be marked with the Coordinator 's name, description of the proposal ("PROPOSAL FOR WASTEWATER PUBLIC RELATIONS,") and either "Price Proposal" or "Non-Price Proposal").

Specifications are available at the Town of Harwich website after providing contact information at www.harwich-ma.gov/home/pages/procurement It is the bidder's responsibility to check the Town website for any and all additional material. The successful bidder shall provide a completed bid package including signing the Town of Harwich's Contract as found in Attachment 1. If your company is the apparent low bidder, the Town of Harwich may counter-sign the contract. However, a conditional award is subject to review, including Town Counsel's review of required bonds.,,

Questions regarding this project shall be submitted to Chris Clark, Town Administrator, Administrator@town.harwich.ma.us.

The Town of Harwich reserves the right to reject any and all proposals if it determines that such proposal does not represent person(s) competent to perform the service specified, or that only one proposal was received and the price is not reasonable for acceptance without competition and, further, to accept any proposal or to reject any and all proposals if deemed to be in the best interest of the Town to do so. All proposals will be taken under consideration for award of a contract within approximately thirty (30) days

Christopher Clark
Town Administrator

(NEWSPAPER POSTING)

**REQUEST FOR PROPOSALS
WASTEWATER COMMUNICATION\OUTREACH COORDINATOR**

The Town of Harwich, an Equal Opportunity Employer, is seeking proposals from qualified interested parties to provide professional services as a Communication\Outreach Coordinator involved in the preparation of sewer work the Town will be undertaking in Harwich, MA 02645 during FY19 and FY20.

Interested parties are requested to submit proposals to the Office of the Town Administrator, 732 Main Street, Harwich, MA 02645 **NO LATER THAN 2:00 P.M., THURSDAY, SEPTEMBER 20, 2018**. Delivery of the proposals will be at the proposers' expense. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the proposer. Specifications are available at the Town of Harwich website www.harwich-ma.gov/home/pages/procurement. Questions regarding this project shall be submitted to Chris Clark, Town Administrator, Administrator@town.harwich.ma.us. The Town of Harwich reserves the right to reject any and all proposals.

Section 1 - Proposals

1.1 Evaluation Process

Proposals will be evaluated by the Town. Evaluations will be based on criteria outlined herein which may be weighted by the Town in a manner it deems appropriate. All proposals will be evaluated using the same criteria and weighting. The criteria used will be:

1.11 Minimum Qualifications

The proposer shall provide three (3) activities or projects over the last three (3) years related to this bids scope of work. The proposer shall also provide three (3) professional references and demonstrate knowledge of the local area of Cape Cod.

1.12 Responsiveness to RFP

The Town will consider all the material submitted to determine whether the Coordinator's offering is in compliance with the RFP documents.

1.13 Capability to Perform Required Services

The Town will consider all the material submitted by each Coordinator, and other relevant material it may otherwise obtain, to determine whether the Coordinator is capable of and has a history of successfully completing contracts of this type. The following elements may be given consideration by the Town in determining whether a Coordinator is "capable,":

- a. The ability, capacity and skill of the Coordinator to perform the Contract or provide the service required;
- b. Whether the Coordinator can perform the Contract within the time specified;
- c. The quality of performances by the Coordinator of previous and similar Contracts; and
- d. Such other information as may be secured having a bearing on the decision to award the Contract.

Coordinator s shall furnish acceptable evidence of their ability to perform, such as expertise/experience, equipment, facilities and personnel qualified to perform requested duties. Refusal to provide such information upon request may cause the proposal to be rejected.

1.14 Price

Town will first consider the comparative evaluation criteria and assigns a rating to each proposal. Then and only then the price proposals. The Town is then required to award the contract to the proposal that is most advantageous to the Town taking into consideration the price and the comparative evaluation criteria. This allows the Town of Harwich to award the contract to an offeror who did not necessarily submit the lowest bid.

1.2 Proposal Modification, Clarification and Selection

The Town will not reimburse Coordinator s for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the Town to accept or contract for any expressed or implied services. The Town reserves the right to request any Coordinator to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the Coordinator, and to modify or alter any or all of the requirements herein. In the event of a material modification, Coordinator s will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.

1.3 Notification of withdrawal

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the proposer, or by formal written notice.

1.4 Information

This contract will be for the duration of Fiscal Year 2019 with a one (1) year extension to FY2020 at the sole discretion of the Town. Questions regarding this project shall be submitted to Chris Clark, Town Administrator, Administrator@town.harwich.ma.us. The Town's existing Wastewater Support Committee Meetings can be found at <https://www.youtube.com/user/HarwichChannel18/> should a proposer wish to review them prior to submitting a proposal.

1.5 Timeline

- Submission to Goods and Services Bulletin and Chronicle 8/15/2018
- Ad available in Goods and Services Bulletin and Chronicle Monday 8/20 – Friday 9/14
- Bid opening Thursday 9/20 at 2pm at the Harwich Town Hall on the second floor in the Griffen Room
- Evaluation by Town Administrator, Wastewater Support Committee, and Selectmen Appointee at 2pm 9/20/2018

Section 2 - General Terms and Conditions

2.1 Affirmative Action Requirement

The Town of Harwich Affirmative Action requirements will be imposed upon the Coordinator awarded the Contract. The Town of Harwich is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, or disability. Minority and women owned businesses are encouraged to respond to this RFP.

2.2 Rights to Pertinent Materials

All proposals, responses, inquiries, and correspondence relating to the RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Coordinator that are submitted as part of the proposal shall become the property of the Town. Should the Coordinator submit proprietary information in their proposal, the Coordinator should clearly mark these sections.

2.10 Right of City to Reject Proposals

The Town retains the right to reject any or all proposals, or any part of proposals, to waive minor defects or technicalities or to solicit new proposals on the same project or a modified project which may include portions of the originally proposed project as the Town may deem necessary in its interest.

2.11 Performance (Penalties)

The Town reserves the right to provide Coordinator, at any point in the process, with a 30-day notice to perform as contracted or terminate the contract.

Section 3 - Scope of Work

Wastewater Communication/Outreach Coordinator

It's envisioned that this coordination effort will be lead by an experienced communication/outreach firm on a contractual basis to aid the Wastewater Support Committee in providing direct and easily accessible wastewater information. An outreach strategy with specific actions will be part of this contract to encourage input from residents with a single point of contact for a direct and rapid response. A key will be to anticipate and help resolve potential issues.

Public relations/outreach experience along with local knowledge are necessary components of this effort.

Develop Communication Strategy by:

- Providing input to develop a communications/outreach strategy.
- Identify and develop relationships with residents/neighborhoods, media personnel and agencies to promote communication.
- Develop a "communication tree" to include appropriate town staff and consulting engineer (CDM Smith) and with one person designated to respond to all questions.
- Help utilize all relevant social media, TV and newspaper coverage and suggest additional communication forums to interact with residents.
- Measure and report on the effectiveness of communications activities to Wastewater Support Committee.
- Assist with other external and internal communications between the WSC, residents and Town Staff.
- Help prepare monthly status reports including, among other items, wastewater outreach efforts which are ongoing.
- Successful bidder shall attend all Wastewater Support Committee Meetings. Generally held, but not limited to:
 - A kick off/planning meeting after initial selection.
 - The first (1st) Tuesday of every month from 8:30am to 10:00am
 - The fourth (4th) Thursday of every month from 6:00pm to 7:30pm.
- Successful bidder may also be asked to attend Harwich Board of Selectmen's Meetings to:
 - Provide updates or announce Wastewater topics at the beginning of meetings.
 - Provide support if there is an agenda item pertaining to Wastewater.
 - Harwich Selectmen meetings are generally held Monday at 6:30pm.
- Communication Tree
 - Outreach Coordinator shall be the point of contact for the public, and establish the appropriate parties to answer different types of questions:
 - Town Administrator Christopher Clark for finance and tax questions
 - Health Director Meggan Eldredge for health, septic, and mandatory hook-up
 - Water and Wastewater Superintendent Dan Pelletier for water, irrigation, project timeline, construction, and installation
 - CDM Smith for why the sewer system was designed in technical terms.
 - A majority of questions have primarily been on the homeowner's side of the project such as sewer service, mandatory hook-up, and time lime.

• **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

Typed name

Title

Name of Business

REVENUE ENFORCEMENT AND PROTECTION STATEMENT

“Pursuant to M.G.L., Chapter 62C, §29A, I hereby certify under the penalties of perjury that _____, to my best knowledge and Belief, has filed all Massachusetts tax returns and paid all Massachusetts taxes required Under law.,,

Social Security Number
OR
Federal Identification Number

Signature of Individual or Corporate Name

By: _____
Corporate Officer (if applicable)

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of _____
Name of Corporation

it was VOTED that _____ of this company is
Name and Title

authorized to execute contracts and bonds in the name of and on behalf of this
company, and affix its corporate seal hereto; and such execution of any contract
obligation in this company's name and on its behalf, said obligation to be valid and
binding upon this company.

A True Copy Attested,

Company Name: _____

Address: _____

Name & Title of Signatory: _____

Date: _____

I hereby certify that I am the clerk of _____ ; that the
Name of Corporation

above vote has not been amended or rescinded and remains in full force and effect as
of the date of this contract.

Name of Clerk: _____

Corporate Seal

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or Type
See specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

OR

Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ATTACHMENT A
PROPOSAL FORM**

(To be submitted in Price Proposal Envelope)

(2 pages)

The undersigned hereby submits a sealed Proposal for the Communication\Outreach Coordinator.

The Proposer hereby pledges to provide a minimum of **four hundred (400) hours**, plus any additional hours, of Communication\ Outreach Coordinator services, for the price shown below:

FY2019

Hourly Rate _____ dollars and _____ cents (\$ _____).

(Write out in both words and numbers.) \$ _____

Four Hundred (400) Hours Lump Sum _____ dollars and _____ cents (\$ _____).

(Write out in both words and numbers.) \$ _____

FY2020

Hourly Rate _____ dollars and _____ cents (\$ _____).

(Write out in both words and numbers.) \$ _____

Four Hundred (400) Hours Lump Sum _____ dollars and _____ cents (\$ _____).

(Write out in both words and numbers.) \$ _____

FY2019 and FY2020

Hourly Rate _____ dollars and _____ cents (\$ _____).

(Write out in both words and numbers.) \$ _____

Eight Hundred (800) Hours Lump Sum _____ dollars and _____ cents (\$ _____).

(Write out in both words and numbers.) \$ _____

The Bidder also certifies as follows:

A fully executed Proposal Form (Attachment A) (which shall include certification of the following):

- 1) Bidder has not failed to perform satisfactorily on contracts of a similar nature.
- 2) A fully executed Certificate of Non-Collusion.
- 3) A fully executed Certificate of Authority.
- 4) A fully executed REVENUE ENFORCEMENT AND PROTECTION STATEMENT "Pursuant to M.G.L., Chapter 62C, §29A.
- 5) A fully executed Town of Harwich Contract (Attachment B).

The undersigned agrees that all Proposal specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Proposer.

Authorized Signature

Printed Name

Printed Title

Date

Full Legal Name

Tel.



MITT ROMNEY
GOVERNOR
KERRY HEALEY
LIEUTENANT GOVERNOR

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management
One Ashburton Place
Boston, Massachusetts 02108

Tel: (617) 727-4050
Fax: (617) 727-5363

ERIC A. KRISS
SECRETARY, ADMINISTRATION
& FINANCE
DAVID B. PERINI
COMMISSIONER

OWNER'S PROJECT MANAGER GUIDELINES – M.G.L. c. 149, §44A1/2

Effective on July 19, 2004, Chapter 193 of the Acts of 2004 inserted a new provision into M.G.L. c. 149, § 44, which governs public building procurement. The new provision, M.G.L. c 149, §44A ½, **requires** public awarding authorities to engage the services on an Owner's Project Manager on all building projects estimated to cost \$1.5 million or more*. The law requires that the Owner's Project Manager (OPM) be hired before the project designer, meet required minimal qualification standards, and be selected through a "qualifications based" selection process. The OPM acts as the awarding authorities agent and consultant throughout the project from design through completion and must be completely independent from the designer, general contractor and any sub-contractors involved in the project at all times. The law provides a listing of the minimally required duties of the OPM as follows:

The duties of the owner's project manager shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification pursuant to section 44D ½ or 44D ¾ when applicable, scheduling, construction and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluation of the performance of the design professional, contractors, and subcontractors.

Attached to this document is a matrix providing guidance on the role of the OPM through the different phases of a project. Those roles that are mandated by the law appear in bold and consist of "advice and consultation" in each of the areas. The law lays out minimal mandated roles and awarding authorities should carefully consider what other roles/tasks the OPM can provide to help ensure a successful project. Additional tasks and responsibilities that should be considered appear on the matrix but are not in bold. If the awarding authority determines that some of the non-mandatory tasks and responsibilities will be delegated to persons or entities other than the OPM they should first determine whether those persons or entities are qualified by experience to undertake the tasks.

OPM Selection and Qualifications

As stated above the law requires a “qualifications based” selection process, similar to a designer selection process that focuses on qualifications as opposed to lowest price. The law sets forth minimum qualifications standards for the OPM that require the OPM be a registered architect or professional engineer and have at least five (5) years of relevant experience in the construction and supervision of construction of buildings. In the event the OPM is not a registered architect or professional engineer they must have at least seven (7) years of relevant experience in the construction and supervision of construction of buildings. These are truly minimal requirements and awarding authorities will want to ensure they retain a highly qualified and experienced OPM to serve as their agent and consultant. Awarding authorities should carefully review OPM applicants to ensure they have significant relevant experience in the supervision of construction of the type and complexity necessary for the project. It is critical that the selected OPM be identified as an individual within a firm and that the identified individual meets, and preferably exceeds, the minimum qualifications. In evaluating applicants due consideration should be given to the potential OPM’s personal experience, skills, existing work load, staff available for back-up and assistance, and prior direct experience providing services in both the mandatory tasks and any other additional tasks the awarding authority requires. In particular if the project is undertaken as a CM at Risk project the OPM should have prior experience with the unique aspects of CM at Risk projects including, but not limited to, GMP negotiation and “open book” cost review. The selected OPM as an individual will be intimately involved in the project and bears the ultimate responsibility of providing the required OPM services to the Awarding Authority.

* The law allows a public agency to assign an existing employee to serve as its OPM provided that the designated employee meets or exceeds the minimum qualifications set forth for retaining a private sector project manager and “has experience in the construction and supervision of construction of building of similar size and scope of complexity as the project” to which the existing employee would be assigned.

GUIDELINES- ROLE OF OWNER'S PROJECT MANAGER UNDER M.G.L. c. 149, § 44A1/2
 (APPLICABLE TO ALL PROJECTS OVER \$1.5 MILLION PROCURED UNDER M.G.L. c. 149, §44A-J and M.G.L. c. 149A)

- Owner's Project Manager (OPM) Role of "Advice and Consultation" in these areas is **REQUIRED** by MGL c. 149, § 44A1/2, required role items appear in bold with an asterick
- *Roles applicable to CM at Risk Projects only appear in italics*
- (A&C) = Advice and Consultation

	PRE-DESIGN PHASE	DESIGN PHASE	CONSTRUCTION PROCUREMENT	CONSTRUCTION PHASE	POST-CONSTRUCTION PHASE
TASK					
SELECTION	<ul style="list-style-type: none"> • Designer Selection * • Designer Negotiations* • Site Selection (A&C) • Coordination of Participation by Stakeholders and other Parties • Project Delivery Method (A&C) • Drafting of Designer Selection Materials (A&C) • Design Contracts (A&C) • Procurement of other necessary consultants (A&C) 	<ul style="list-style-type: none"> • <i>CM Selection Process*</i> • <i>CM Negotiation, Including Pre-Construction & GMP*</i> 	<ul style="list-style-type: none"> • General Contractor Bid Process * • Subcontractor Bid Process* • Prequalification of bidders* (when required or selected) • <i>Prequalification of CM & Trade Contractors*</i> • <i>CM Selection Process*</i> • <i>Trade Contractor Bid Process*</i> • <i>CM Negotiation, Including Pre-Construction & GMP*</i> • Attend Pre-Bid Meetings • Construction Contracts (A&C) • Bid Protests (A&C) 	<ul style="list-style-type: none"> • Procurement of furniture, fixtures & equipment (A&C) • On-Site Clerk or Resident Engineer Selection (A&C) • Commissioning Consultant(s) Selection (A&C) 	<ul style="list-style-type: none"> • Procurement of utilities, services, staff and contracts for building operation and maintenance (A&C)

PROJECT MANAGEMENT	<ul style="list-style-type: none"> • Overall Project Oversight* • Designer Oversight * • Designer Negotiation* • Coordination of Consultant Reports & Recommendations A&C • Overall Team Leadership as Owner's PM • Monthly Status Reports to Owner on Project • Establish Schedule (A&C) • Establish Design Criteria (A&C) • Establish Project Scope (A&C) 	<ul style="list-style-type: none"> • Design* • Designer Evaluation* 	<ul style="list-style-type: none"> • Permit Planning (A&C) • Establish CM Preconstruction Services Scope • CM Oversight preconstruction services • Coordination Meetings • Design Document Review 	<ul style="list-style-type: none"> • Permitting Process (A&C) • Contractor Oversight * • CM Oversight* • Contractor & Sub Evaluation* • Oversee the Provision of on site Clerk or Resident Engineer Services i.e. daily logs, monitoring progress & quality, tracking submittals, coordinating testing & inspections • Monitor Storage & Protection of Owner Purchased Materials, Furniture & Equipment 	<ul style="list-style-type: none"> • Designer Evaluation* • Regular Reports to Owner on all Aspects of Project • Provide Support & Assistance in any Claims Related Matters or Litigation
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COST MANAGEMENT	<ul style="list-style-type: none"> • Cost Estimating * • Monitor total project budget • Review all project related invoices • Develop Total Project Budget and Establish Proposed Expenditures • Secure Funding (A&C) • Implement Controls for Project Budget 	<ul style="list-style-type: none"> • Value Engineering Building Systems & Design* • Cost Modeling for Alternative Solutions & Designs • On CM Projects Coordinate "Open Book" Accounting process 	<ul style="list-style-type: none"> • Analysis of Costs of Bids Bidders & Recommendations (A&C) • Analysis of Costs of CM Proposals & Firms & Recommendations (A&C) • Establish Cost Control mechanisms 	<ul style="list-style-type: none"> • Monitor & Assess Progress Payments • Assist Designer in Review & Approval of Requisitions (A&C) • Monitor Time & Material Activities • Demands for Direct Payment (A&C) 	<ul style="list-style-type: none"> • Closure of Project Accounts (A&C) • Monitor Project Audit • Provide Operation Cost Projects & Analysis of Alternative Contracts
	<ul style="list-style-type: none"> • Time Scheduling * • Develop & Monitor Master Project Schedule & Advise on Schedule issues • Develop Preliminary Schedule for all Design & Consultant Processes & Services 	<ul style="list-style-type: none"> • Review Schedule Updates • Insure Designers and Consultants Meet Schedule Dates, Provide Timeline, CPM Risk Analysis and Mitigation Strategies 		<ul style="list-style-type: none"> • Insure Designers, Consultants & Contractor Meet Schedule Dates, Provide Timeline, CPM Risk Analysis and Mitigation Strategies 	<ul style="list-style-type: none"> • Develop & Monitor Warranty Period Assessments & Work Until Handed Over to Facility Operational Staff

<p>CONTRACT ADMINISTRATION</p>	<ul style="list-style-type: none"> Maintain Project Communications & collect all project documentation Attend all Project Meetings as Owner's Rep. Attend & Present on Project at Public Meetings & Forums Maintain & Track Certificates of Insurance, Bonds, etc from designer, contractors & others Expedite Activities & Meetings to Achieve Timely Project Flow Establish Document Control System Establish procedures for reviews, approval, changes, etc. 	<ul style="list-style-type: none"> Oversee & Monitor Designer's Compliance with MBE/WBE Requirements Oversee & monitor CM's Compliance with MBE/WBE Requirements 		<ul style="list-style-type: none"> Monitor Project Change Log & advise Owner of Status & Financial Implications Proposed Change Requests (A&C) Monitor Document Control System for Submittals & RFIs (A&C) Claims for Additional Time or Cost (A&C) Oversee & Monitor Contractor's Compliance with MBE/WBE Requirements Oversee & Monitor Contractor's Compliance with Prevailing Wage submissions Assist in Development of Punchlists & Monitor Completion of Punchlist Items 	<ul style="list-style-type: none"> Insure Warranties, As-Builts, O&M Manuals etc. are provided to Owner Manage & Control Storage & Turnover of All Project Related Records including As BUILTS, Record Drawings, Warranties & O&M Manuals to Owner Monitor Status & Completion of Punchlist Items Commissioning (A&C) Commissioning Post-Occupancy Evaluation (A&C)
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QUALITY AND SAFETY MANAGEMENT	<ul style="list-style-type: none"> • Programming Uses & Design Parameters (A&C) 	<ul style="list-style-type: none"> • Feasibility, Constructability, Labor & Materials Availability (A&C) • Develop & Administer Construction Mitigation Plan re: abutters • Review & Advise on Design Issues/Problems 	<ul style="list-style-type: none"> • Monitor Quality Assurance Program during Construction (A&C) • Ensure & Monitor the Development & Administration of Construction Mitigation Plan re abutters 	<ul style="list-style-type: none"> • Ensure & Monitor Building Systems & Utilities are Tested & Operating 	<ul style="list-style-type: none"> • Ensure & Monitor Contractor's Final Testing Training & Start-Up of Systems & Utilities
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TOWN OF NANTUCKET

REQUEST FOR QUALIFICATIONS OWNERS PROJECT MANAGER

The Town of Nantucket (Town) invites qualified responders to submit Qualification Statements for Owners Project Manager (OPM) Services for the Design, Bidding, Construction, and Post-Construction Phases of its project known as: DPW Facility Improvements.

I. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS.

1. Qualification Statements will be accepted at the Town of Nantucket Finance, 37 Washington Street, Nantucket, MA 02554, until **Monday, December 3, 2018 at 3:00pm**. Three (3) hard copies and one (1) electronic copy of the proposal are required. The proposal envelope must be sealed and clearly marked:

Qualification Statement: OPM Services for DPW Facility Improvements

Proposers must register on the Town's website, Bid Postings page to ensure receipt of any changes or addenda to the RFQ.

2. The Qualification Statements will be available to the public after the evaluation is complete.
3. Award date. Award will be made within forty-five (30) days after proposal opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All submittals shall be valid for a minimum period of forty-five (45) calendar days following the date established for acceptance.
4. Questions concerning this RFQ, must be submitted in writing to: Rebecca Woodley-Oliver, Procurement Office, 37 Washington Street, Nantucket, MA 02554 by or before **Monday, November 19, 2018 by 12PM (noon)**. Questions may be delivered, mailed, faxed, or emailed to rwoodleyoliver@nantucket-ma.gov. Responses will be emailed to all parties on record as having requested the RFP
5. The Town reserves the right to reject any and all responses and to waive any minor informality in responses received whenever such rejection or waiver is in its best interest.
6. The Town will not be responsible for any expenses incurred in preparing and submitting responses. All submittals shall become the property of the Town. All plans, specifications and other documents resulting from this contract shall become the property of the Town. Unless specifically exempt under the Massachusetts public records law, the Town has the right to disclose information contained in proposals.
7. Responders must be willing to enter into the Town of Nantucket's contract attached as Exhibit A. If Any exceptions or changes to the contract are requested, they must be submitted on the



contract exception form. Submission of exceptions does not constitute town acceptance of the requested exceptions.

8. The RFQ, and any subsequent contract for the services, is hereby issued in accordance with M.G.L. c. 149 § 44A1/2.
9. Proposals received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
10. Any submittals received after the advertised date and time for opening will be returned to the responder unopened.
11. The Tax Compliance Certification and the Certificate of Non-Collusion must be included with the response. These forms must be signed by the authorized individual(s).
12. Unexpected closures. If, at the time of the scheduled response opening, the Town's office is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the response opening will be postponed until 3:00 PM on the next normal business day. Submittals will be accepted until that date and time.
13. The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages submittals from qualified MBE/DBE/WBE firms.
14. **Responders should be aware that many overnight mailing services do not guarantee service to Nantucket.** All major carriers deliver to Nantucket Island (USPS, FedEx, DHL, UPS, etc.). It is best to allow for two additional days for delivery to the island.
15. Responses to the RFQ must be prepared according to the guidelines set forth herein. Selection of the successful responder will be based upon an evaluation and analysis of the information and materials required under the RFQ.

II. PROJECT OBJECTIVES.

A. Background –

B. Defined Terms

The Town is soliciting the Request for Qualifications (RFQ) for OPM Services for the design, bidding, construction, and post-construction phases for the DPW Facilities Improvement Project which is scheduled to begin January 1, 2019 through December 31, 2021 the proposer must be available to start immediately upon notification of award. The OPM is expected to be on the jobsite each work day and may require more than 40 hours per week.

C. Scope of Work



Generally, the below services will be required on a full-time basis (40 hours per week or more if necessary) by the Town. Additional related services may also be required:

General Project Administration:

- For the purposes of this contract and in accordance with MGL Chapter 149, Section 44½, the term “Owner’s Project Manager,, (OPM) is intended to mean “an individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of providing project management services for the construction and supervision of construction,, of the DPW Facility Improvements, its staff, and all of its sub-consultants. The Owner’s Project Manager shall be a person who is registered by the Commonwealth as an architect or Professional Engineer and who has at least five (5) years’ experience in the construction and supervision of construction of buildings; or a person, if not registered as an Architect or Professional Engineer, holds a MA CSL, who has at least seven (7) years’ experience in the construction and supervision of construction of buildings. The OPM shall be independent of the designer, general contractor or any sub-contractor involved in the building project. The awarding authority is the Town of Nantucket.
- Represent the Awarding Authority and acting as the Awarding Authority’s agent and consultant throughout the project, as outlined in MGL Ch. 149, Section 44A½. Shall be responsible for total management of the Project as the Awarding Authority’s representative to ensure full compliance with all applicable federal, state and local laws, rules and regulations and shall report to the Awarding Authority.
- Responsible for gathering information required to become familiar with the project and the various parties that must be communicated with during the design process.
- Agree that there will be no changes in staffing of the OPM services without consultation with the Awarding Authority and written approval of those changes in advance.
- Review and update monthly the existing total project budget (including estimated construction costs and all “soft,, costs anticipated to be associated with the project) during all phases of the work. Advise the Awarding Authority if it appears that the project budget will not be met and make recommendations for corrective action. Develop monthly cash flow reports and forecasts for the total project and advise the Awarding Authority of variances between actual, budgeted and projected projects costs. Establish a format acceptable to the Awarding Authority for reporting budget and cash flow information.
- The Owner’s Project Manager shall assist in the development of a Master Project Schedule, and shall advise the Awarding Authority on all schedule issues; monitor all aspects of the project’s status and schedule, and advise the Awarding Authority on a monthly basis at a minimum or more frequently as necessary when actual or potential



- constraints to achieving the schedule and/or goals of the Awarding Authority have been created; and make recommendations for corrective action.
- Maintain a complete project file. The Owner's Project Manager shall maintain all project related communications, collect all project related documentation, and establish and maintain a document control system. The Owner's Project Manager shall establish procedures for reviews, approvals, changes, submittals, and a project change log among others.

Design and Construction Procurement Phases:

- Duties shall include but not be limited to, providing advice and consultation with respect to design, value engineering, scope of work, cost estimating, general contractor and subcontractor prequalification, pursuant to MGL Ch. 149, Section 44D½ or 44D¾ when applicable, scheduling, bidding and construction; and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluations of the performance of the design professional, contractors and subcontractors.
- Serve as the Awarding Authority's representative in the oversight and administration of the design contract, negotiations with the designer if required, the coordination of the design team's activities, and in the provision of leadership with respect to the implementation of the design, bidding and construction phases by all parties. The Owner's Project Manager shall also serve as the Awarding Authority's representative in the oversight and administration of the construction contract, including maintaining certificates of insurance, bonds, and so forth from the contractor, designer, and others as necessary.
- The Owner's Project Manager shall establish procedures for the evaluation of the Designer as required by the Massachusetts Division of Capital Asset Management (DCAMM) and shall prepare the Designer's final evaluation for submission to DCAMM, after Awarding Authority approval, at the conclusion of the project.
- Oversee the architect/designer's work as it relates to quality of design, efficiency of design, and cost effectiveness. Perform a constructability review and promptly notify the Designer and the Awarding Authority of any design problems or omissions identified in the drawings and specifications. Help to identify and resolve coordination conflicts in the construction documents.
- The Owner's Project Manager shall provide cost control management services throughout the duration of the project, including design and construction phases, to control and contain the cost of the project within the limits of the total project cost budget as determined by the Awarding Authority.



- Attend regular meetings with the designer and Awarding Authority designated representatives, contractor(s), consultants and engineers during the course of the Project to advise the Awarding Authority on budget, schedule, quality, scope, and all other proprietary issues. Be available to support the process and budget request at meetings of the Board of Selectmen, meetings with the Town Manager and various stakeholders and all other meetings as requested for this Project.
- The Owner's Project Manager shall review and take appropriate action on all project related invoices, including the retainage authorized on Designer (see MGL Ch. 7C) and Contractor requisitions. Establish a procedure with the Awarding Authority for the processing of invoices. The OPM shall maintain accounting records on all project related expenditures, including the Designer's request for payment, contractor requisitions, furniture, furnishings and equipment purchases, etc. Construction related records shall also include construction base contract work performed under unit costs, change order work performed on the basis of actual costs of labor and materials, change order work performed under unit costs, compliance with prevailing wages, and compliance with all state requirements as applicable. All cost documentation and accounting records shall be maintained in a form suitable for submission as may be required for reimbursement and for audit.
- Review and critique the architect/designer's cost estimates. The Owner's Project Manager shall also provide value management services, which includes value engineering and analysis of the building systems and design during all design and construction phases of the project. A Notice to Proceed to each successive design and construction phase of the project will **not** be issued by the Awarding Authority until the Owner's Project Manager's analysis concludes that the project is within the total project and/or construction cost budget.

Construction Phase:

- The Owner's Project Manager shall also provide an analysis of all bids from bidders with a report regarding the results of reference checks done, with recommendations for appropriate Awarding Authority action. Assist the Awarding Authority and the Designer with all bid protests, re-bidding and/or renegotiating contracts. Assist the Awarding Authority and the Designer with a pre-award conference with the successful bidder and with preparing construction contracts.
- Review the plans and specifications for cost, constructability issues, missing items, coordination, and compliance with the requirements of MGL Ch. 149, Sec. 44A-44L, and all other applicable laws and regulations.
- The Owner's Project Manager shall attend all construction job progress meetings with the Designer, the Contractor, the onsite representative and/or other persons as necessary or appropriate, at reasonable times and places to discuss procedures, progress, problems, scheduling, etc. At all such meetings, the OPM shall act as a representative of the



- Awarding Authority. The OPM shall work with the Designer to set up a schedule for such meetings.
- Shall be responsible for overall project oversight, including all services associated with the project management of a first-class, publicly constructed building in Massachusetts similar in size and scope to the Project and as described herein. Through observation, advice and consultation, the OPM will endeavor to protect the Town of Nantucket against defects, deficiencies in the work, cost additions/overruns and delays in the completion of the project.
- During construction the Owner's Project Manager shall review the construction schedule furnished by the Designer, Consultants and the General Contractor. The OPM shall obtain and promptly review monthly updates of the general status of schedule milestones,
- schedule slippage, recommended site "walk-throughs,, and other noteworthy information. If an update indicates that the previously approved project construction schedule might not be met, the OPM shall bring such issues to the attention of the Awarding Authority immediately and recommend corrective action.
- The Owner's Project Manager shall prepare and maintain a master project change log, incorporating all change directives, change orders, change requests and change proposals. The OPM shall review all change orders, identify sufficient funds and negotiate on behalf of the Awarding Authority with all parties involved. All Change Orders must be in writing and approved by the Awarding Authority.
- Make presentations of the Project to local boards having jurisdiction and attend such other local or other meetings as may be necessary or appropriate.
- Provide such other OPM services as may be necessary to bring the Project to completion, including providing onsite monitoring for the Project for the duration of the contract at any time work is being performed. Tasks shall include: observing the progress of construction, monitoring contractor staffing, equipment and materials deliveries, keeping a daily log containing a record of weather, the contractor's work on the site, number of workers, safety status of the Project, equipment in use, work accomplished, contractor materials stored, problems encountered, verbal instructions and interpretations given to contractors, as well as scheduling and coordinating all required testing and other similar relevant tasks. The onsite representative shall also monitor the storage and protection of Awarding Authority purchased materials, furniture and equipment.
- When the Designer considers the contractor's work or a designated portion thereof substantially complete, the Owner's Project Manager shall jointly with the Contractor prepare for the Designer a list of incomplete or unsatisfactory items and a schedule for their completion. The OPM shall assist the Designer in conducting inspections to determine whether the work or designated portion thereof is substantially complete, and



preparing any resultant punch list as well as help where possible to expedite the completion of the work in accordance with the project schedule.

- Following the Designer's issuance of a Certificate of Substantial Completion for the work or designated portion thereof, the Owner's Project Manager shall coordinate the correction and completion of the remaining work for inspection by the Designer. The OPM shall evaluate the completion of the work and make recommendations to the Designer in conducting final inspections. The OPM shall make recommendations to the Awarding Authority with respect to release of any funds retained from the General Contractor and Designer.
- Within 45 days after completion of the building project, the Owner's Project Manager shall prepare evaluations of the Designer, Contractor and Sub-Contractors for Awarding Authority review and approval, and submittal to DCAMM. The evaluations will be completed using DCAMM standard evaluation forms, and the information contained therein shall be certified by the Owner's Project Manager that it represents a true and accurate analysis of their performance record on this project.
- **By signing this contract, _____ certifies pursuant to MGL c.268A under the pains and penalties of perjury, that their sole responsibility at OPM is to the Commonwealth of MA and the Town of Nantucket and that they will remain independent of the designer, general contractor and any subcontractor on the project.**

The OPM is to become fully engaged in the project immediately upon award of this contract.

III. QUALITY REQUIREMENTS

Candidates for this position must meet the following minimum criteria: be a registered architect or professional engineer with at least five years' experience in the construction and supervision of construction of buildings, or, if not registered, have at least seven years' experience in the construction and supervision of construction of buildings of similar size and scope of complexity including extensive knowledge of the principles, methods, and practices applied in both design and construction, broad trade skills and good communication ability. Broad knowledge of State and local building codes and ability to successfully research specific building code questions if necessary. Applicant must possess a valid Massachusetts Construction Supervisor's License or a Massachusetts Professional Engineering license. Experience in public facilities construction is a required. Experience and familiarity with fueling systems and solar roof systems is favored. The applicant will work under contract and be required to carry his/her own general comprehensive liability and accident insurance, and errors & omissions insurance.



Qualification Statements should address the following:

1. Statement of Qualifications and Experience –
 - a. The Proposer should include the legal name of the Proposer and the location of the principal place of business.
 - b. The Town requests the Proposer provide a brief biographical summary of the principal partners of the firm as well as individual(s) who would primarily serve in the position.
2. Education of individual(s) who would primarily serve in the position.
 - a. High School, College, Graduate Studies, other
 - b. Include relevant courses, certifications, conferences and seminars attended
3. Professional Licenses / Trade Group Affiliations
4. References --
 - a. List all previous projects which OPM services were performed with particular emphasis on similar type (municipal) and/or building projects.
5. Workload and Availability
6. Based Location
 - a. The Proposer should prepare a brief plan to address whether they will be based on or off island during the duration of the project; and, if off island, the plan to commute to meet the daily work and plan for travel restrictions based on weather.

In addition, the successful applicant shall:

- Supply a Certificate of Insurance naming the Town of Nantucket as an additional insured for coverages described in the Contract attached within as Exhibit A.
- Possess strong organizational and communications skills and demonstrate ability to keep records.
- Computer skills / email required for daily logs, weekly reports and general email communications between all parties.
- Display good professional work habits, written documentation skills, effective time management skills, verbal and written communication skills and scheduling skills.
- Display strong administrative and accurate mathematical skills with willingness to handle administrative matters and paperwork.

VI. EVALUATION PROCEDURE.

The Nantucket DPW Director and/or his designee, in conjunction with the Chief Procurement Officer will evaluate qualifications according to the Quality Requirements listed above. Submittals failing to comply with one or more of the quality requirements shall be disqualified from further consideration.

Three finalists will be identified from the evaluation of Quality Requirements and a short list of candidates will be developed by the selection committee. The Town will negotiate a contract with the highest ranked finalist. The Town reserves the right to reject any and all proposals if such rejection is in its best interest.



CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing bid or proposal

Date

Please Print Name

Name of Business



TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Federal Employer ID
Number

Name of Corporation

President's Signature

Date

Please Print Name



RFQ Exhibit A

TOWN OF NANTUCKET AGREEMENT FOR OWNER'S PROJECT MANAGEMENT SERVICES DPW FACILITY IMPROVEMENTS

The following provisions shall constitute an Agreement between the **Town of Nantucket**, acting by and through its **TOWN MANAGER**, hereinafter referred to as "Awarding Authority", with an address of 16 Broad Street, Nantucket, MA 02554 and _____, a [INSERT STATE OF INCORPORATION] Corporation duly registered as a corporation in the Commonwealth of Massachusetts having a usual place of business located at _____, hereinafter referred to as "Project Manager", effective as of the ____ day of _____, 20___. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

1.1. Generally.

1.1.1. The Project Manager will perform all "Project Management Services," in connection with the management of design and construction of the Project as set forth in **Attachment A**. The scope of the Project Management Services described in this Agreement is, in the reasonable opinion of the Project Manager, expected to cover all necessary services of the Project Manager for the Project. Therefore, the Project Manager shall perform all necessary services related to the Project through completion and, absent a material change in scope, the Project Manager shall provide all necessary services at no additional cost to the Awarding Authority, unless such service is requested by the Awarding Authority in writing as an additional service or such service is specifically performed after the feasibility study completion date of "_____, 20___," and such additional or post-completion service was not made necessary by an act or omission of the Project Manager as determined by a court of competent jurisdiction.

1.1.2. In providing the Project Management Services, the Project Manager shall endeavor to maintain an effective working relationship with the Designer (as hereinafter defined) general contractors and subcontractors (collectively, the "Contractors") and other consultants performing services on any aspect of the Project.

1.1.3. The Project Manager shall be the Awarding Authority's advisor in providing the Project Management Services. The Project Manager and the Awarding Authority shall perform as stated in this Agreement and the Project Manager accepts the professional relationship of trust and confidence established between it and the Awarding Authority by this Agreement, which the parties acknowledge is intended to create a professional services relationship but not a fiduciary relationship, and the Project Manager shall act and be bound by all of the requirements and obligations under this Agreement, without limitation, pursuant to its performance standard prescribed below in this Agreement in Article 9.

ARTICLE 2: AWARDING AUTHORITY RESPONSIBILITIES:

2.1. The persons from time to time designated by the Awarding Authority as the Awarding Authority's representative, shall be reasonably acquainted with the Project, shall have the authority to request services under this Agreement and shall render decisions reasonably promptly and furnish



information reasonably expeditiously so as to avoid undue delay in the Project Manager's services on the Project. Unless otherwise provided by the Awarding Authority, Robert McNeil, Director of Public Works, is hereby designated as the Awarding Authority's representative for this Project.

2.2. The Awarding Authority will retain an architectural design firm (the "Designer") to design and to prepare contract documents for the Project.

ARTICLE 3: TIME OF PERFORMANCE

3.1 The Project Manager shall perform all Project Management Services in a prompt and expeditious manner, consistent with, and to further, the interests of the Awarding Authority. If the Project Manager performs any services for the Project after “_____, 20___”, such services shall be deemed additional services, and the Project Manager shall be entitled to be paid for such additional services in accordance with Paragraph 4.3 below.

3.2 If the work of the Project is delayed by an act beyond the Project Manager's control, including an act of the Awarding Authority, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or by delay authorized by the Owner, then the Project Manager may request a change to the Time of Performance or the Compensation.

ARTICLE 4: COMPENSATION:

4.1. In consideration of the performance of the Agreement, the Awarding Authority shall pay to the Project Manager a fixed fee of “SPELL AMOUNT”, (\$_____) Dollars, payable in equal monthly installments commencing on “_____, 20___”, until “_____, 20___”.

4.2. The fixed fee in Section 4.1 includes all reasonable reimbursable and out-of-pocket costs of the Project Manager with respect to the Project, all of which costs are included in the fixed fee and shall not be otherwise chargeable to or reimbursable by the Awarding Authority.

4.3. If additional services, not required under the Agreement, are requested in writing by the Awarding Authority, or if the Project Manager performs any services for the Project after “_____, 20___”, unless such services were made necessary by a negligent act or omission of the Project Manager or any other failure of the Project Manager's to perform according to its obligations under this Agreement including, without limitation, the performance standards referenced below in Article 9, the Awarding Authority shall pay the Project Manager at a rate agreed to by the parties. Such rate shall include all salary, benefits, overhead and profit and all expected reimbursable expenses. The Awarding Authority reserves the right to request that the Project Manager provide a lump sum fee for any additional services and if such lump sum fee is agreed upon by the parties, the agreed upon lump sum fee shall be the fee for that particular additional service.

4.4. The Project Manager shall provide the Awarding Authority with an estimate of expected costs for any requested additional services prior to undertaking such work.



4.5. Records of reimbursable expenses pertaining to additional services and other cost information with respect to additional services shall be provided to the Awarding Authority or the Awarding Authority's authorized representatives upon request.

4.6. The Project Manager shall submit monthly to the Awarding Authority a statement for its services rendered in the prior month in accordance with the compensation described in Article 4.

4.7. Payment by the Awarding Authority to the Project Manager of the approved statement amount shall be made within thirty (30) days after it is submitted.

ARTICLE 5: AGREEMENT DOCUMENTS:

5.1. The following documents form the Agreement and all are as fully a part of the Agreement 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 Awarding Authority shall govern. In the event that the above documents prescribe for the same work different quantities or quality, the Project Manager shall provide the greater quantity or higher quality.

ARTICLE 6: AGREEMENT TERMINATION:

6.1. The Awarding Authority may suspend or terminate this Agreement by providing the Project Manager with ten (10) days written notice for any of the following reasons:

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

In addition, the Awarding Authority may terminate this agreement without cause upon thirty (30) days written notice to the Project Manager.

6.2. If the Awarding Authority fails to make payment to the Project Manager of sums due and owing as provided in Article 4, then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Project Manager may terminate this Agreement.



6.3. If the Awarding Authority fails to perform any of its obligations (other than as provided in Section 6.2), then after thirty (30) days written notice to the Awarding Authority, provided the Awarding Authority has not cured such non-performance within such thirty (30) day period, the Project Manager may terminate this Agreement.

6.4. In the event of such termination, the Project Manager shall be compensated for all services properly rendered prior to the date of termination.

ARTICLE 7: INDEMNIFICATION:

7.1. The Project Manager shall indemnify and hold harmless the Awarding Authority, its officers, agents, and employees, from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees (collectively, the "Damages,,"), to the extent, arising out of or resulting from the Project Manager's performance of services under this Agreement, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. With respect to any Damages that arise out of the Project Manager's acts, errors, or omissions in the performance of professional services, the foregoing indemnity obligation is applicable only to the extent such Damages are caused by the Project Manager's negligence, willful misconduct or failure to perform its services in accordance with its obligations pursuant to this Agreement. Designer's indemnification obligations hereunder shall include reimbursement of the Town's reasonable attorneys' fees and costs of defense incurred in responding to third party suits or claims that are caused by the Designer's negligence or misconduct in the performance of or breach of this Agreement.

7.2. In claims against any person or entity indemnified under paragraph 7.1 by an employee of the Project Manager, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under paragraph 7.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Project Manager under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.3. The Project Manager shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax laws applicable to it with respect to its duties and obligations under the Agreement. The within language shall not be construed as a limitation of the Project Manager's liability under this Agreement or under any applicable law.

ARTICLE 8: AVAILABILITY OF FUNDS:

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

ARTICLE 9: PERFORMANCE STANDARD – COMPLIANCE WITH LAW:

9.1. The Project Manager will provide all Project Management Services in a manner (i) that is expeditious and economical based on established compensation provisions in this Agreement, (ii) that



is consistent with service standards for comparable projects by qualified owner's project managers, and (iii) demonstrating an understanding of the established schedule, budget and other Awarding Authority objectives for the Project and each component thereof.

9.2. The Project Manager represents that all Project Management Services will be performed in accordance with all applicable Federal, State, and local laws, ordinances, by-laws, codes, and regulations and in accordance with sound project management practice.

9.3. The Project Manager agrees that, in performing the Project Management Services under this Agreement, it shall comply with all of the terms of all governmental approvals in connection with all aspects of the Project.

ARTICLE 10: ASSIGNMENT:

10.1. The Project Manager shall not make any assignment of this Agreement without the prior written approval of the Awarding Authority.

ARTICLE 11: AMENDMENTS:

11.1. All amendments or any changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Awarding Authority and Project Manager. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Awarding Authority and Project Manager. Additionally, all amendments and changes shall be approved by the Awarding Authority's Town Accountant prior to execution by the Awarding Authority. No amendment or change to the Agreement provisions shall be made until after the written execution of the amendment or change to the Agreement by both parties.

ARTICLE 12: INSURANCE:

12.1 The Project Manager shall obtain and maintain throughout the duration of the Project the following insurance coverage:

- Workers' Compensation, covering the obligations of the PROJECT MANAGER in accordance with applicable Workers' Compensation or Benefits laws. The policy shall include Employers Liability for \$1,000,000/Accident; \$1,000,000 Disease – per employee and aggregate.
- Commercial General Liability Insurance with a combined single limit of not less than \$1 million per occurrence and \$2 million aggregate. The policy shall contain an endorsement stating that the aggregate limits will apply per project or separately to the work being performed under this Agreement. Contractual liability coverage is to be included to respond to indemnification responsibilities assumed in this Agreement.
- Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.



- Errors and Omissions Insurance of not less than \$1 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a “claims made policy,, in which event the policy shall remain effective and in full force for a period of three (3) years after completion of all design and construction work relating to the engagement.
- Such additional insurance as may be required to be carried by the PROJECT MANAGER by law.

12.2. The Project Manager's Commercial General Liability Insurance shall include premises - operations (including explosion, collapse and underground coverage) independent contractors and completed operations, all including broad form property damage coverage.

12.3. Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

12.4. The Awarding Authority shall be named as an additional insured party on the Project Manager's insurance policies for the Project excepting Professional Liability and Workers' Compensation Insurance.

12.5. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, modified or not renewed until at least thirty (30) days prior written notice has been given to the Awarding Authority. Certificates of Insurance showing such coverage to be in force shall be filed with the Awarding Authority prior to the execution of this Agreement, and upon the renewal of any such coverage during the term of this Agreement. Certificates shall indicate effective dates and dates of expiration of policies. All insurance policies required hereunder shall be written by companies satisfactory to the Awarding Authority and licensed to do business in the Commonwealth of Massachusetts and shall be in form satisfactory to the Awarding Authority.

12.6. The Awarding Authority shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims which may arise from operations under this Agreement.

ARTICLE 13: DOCUMENTS AND DELIVERABLES:

13.1. All documents, plans, drawings, reports and data prepared for and delivered to the Awarding Authority by the Project Manager under this Agreement including, without limitation, all daily reports, RFI's, proposed change orders, and change directives, shall become the property of the Awarding Authority. Any re-use of such materials, or modification thereof, for a project other than the project specified herein without the Project Manager's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Project Manager or to the Project Manager's independent professional associates, sub-Project Managers or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the project named herein shall not be construed as an act in derogation of the Project Manager's rights under this Agreement.



ARTICLE 14: NOTICE:

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

ARTICLE 15: DISPUTE RESOLUTION

15.1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to review by any court having appropriate jurisdiction, unless the parties agree in a separate writing to some other form of dispute resolution.

ARTICLE 16: STAFFING

16.1 It is understood that the unique abilities of the Project Manager have been a substantial inducement for the Awarding Authority to enter into this Agreement. Therefore, the Project Manager will perform the work itself and will not assign or subcontract the work to third parties without the prior written consent of the Awarding Authority. The Awarding Authority shall have the right of approval of Project Management staff assigned to the Project in accordance with Section 16.2.

16.2. The Project Manager hereby agrees and acknowledges that one of the conditions of this Agreement is that the individuals in charge of the direction and supervision of the Project on behalf of the Project Manager shall be named and approved by the Awarding Authority at least one month prior to the commencement of the Pre-Design Feasibility Study on the Project, and such individuals and the members of the Project Manager's project team set forth below (the "Project Manager's Project Team") shall be available to attend meetings and respond to requests, comments, questions and concerns of the Awarding Authority and other parties identified by the Awarding Authority. This condition is a substantive inducement to the Awarding Authority without which the Awarding Authority would not have entered into this Agreement with the Project Manager. Notwithstanding the foregoing, the Project Manager shall submit to the Awarding Authority as soon as possible information on the credentials of the proposed project manager and assistant project manager. In consideration of the foregoing, the Project Manager agrees that for so long as any such member of the Project Manager's Project Team is employed by (or, as appropriate, a principal of) the Project Manager, such member(s) shall direct, shall be responsible for, and shall be available to provide the Project Management Services in connection with the Project. If at any time any such member of the Project Manager's Project Team is no longer available as aforesaid, then his replacement shall be subject to the prior approval of the Awarding Authority. The Project Manager's Project Team will consist of the persons noted below and necessary assistants and other technical and administrative personnel. All of the Project Manager's Project Team shall be experienced in projects similar in size, scope and complexity to the Project. Each member of the Project Team shall be appropriately licensed and certified and qualified by training and experience in their respective fields. No change will be made in the composition of the Project Team without the Awarding Authority's approval. No personnel in the Project Team designated as full-time on the Project shall assume additional



responsibilities outside of the Project without the written consent of the Awarding Authority. The Awarding Authority may require replacement of any member of the Project Manager's Project Team upon notice to the Project Manager with or without cause. The members of the Project Manager's Project Team are as follows:

Name:	Title:
_____	_____
_____	_____
_____	_____

16.3. The Project Manager shall provide the Awarding Authority with a schedule listing the names, job descriptions and professional biographical information for all other staff expected to work on the Project. The Project Manager shall provide emergency contact information to the Awarding Authority for all members of the Project Team.

16.4. The Project Manager acknowledges and agrees that the designated on-site project manager shall be at the Project site as more particularly described in the Owner's Project Manager Fee Proposal attached hereto as **Attachment B**.

16.5. The Project Manager will at all times remain an independent contractor and is not an agent of, employee of, or a joint venturer with, the Awarding Authority.

16.6. Except as provided in the immediately following sentence, the Project Manager will not have the authority to enter into agreements on the Awarding Authority's behalf or otherwise bind the Awarding Authority by its decisions and the Project Manager will not hold itself out as the Awarding Authority's agent. The Project Manager shall act in the capacity of an agent or representative of the Awarding Authority only to the extent expressly authorized by the terms of this Agreement or as the Awarding Authority may from time to time otherwise expressly authorize the Project Manager in writing.

ARTICLE 17: CERTIFICATIONS:

17.1. The Project Manager certifies that:

1. The wage rates and other costs used to support the Project Manager's compensation are accurate, complete and current at the time of contracting.
2. The original Agreement price and any additions to the Agreement may be adjusted within one year of completion of the Agreement to exclude any significant amounts due to inaccurate, incomplete or non-concurrent wage rates or other costs.
3. It has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
4. No consultant to or sub-Project Manager for the Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or sub-Project Manager of a contract by the Project Manager.



5. No person, corporation or other entity, other than a bona fide full time employee of the Project Manager, has been retained or hired by the Project Manager to solicit for or in any way assist the Project Manager in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Project Manager.
6. It has internal accounting controls as required by M.G.L. c.30, §39R and that the Project Manager filed and will continue to file an audited financial statement as required by M.G.L. c.30, §39R(d).
7. By signing this contract, _____, certifies pursuant to MGL c.268A, under the pains and penalties of perjury, that their sole responsibility as OPM is to the Commonwealth of MA and the Town of Nantucket and that they will remain independent of the designer, general contractor and any subcontractor on the project.

18. ARTICLE 18: MISCELLANEOUS

18.1. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. The provisions of G.L. c. 149, §44A1/2 regarding the duties and responsibilities of the Project Manager shall apply regardless of whether the construction cost is more or less than \$1,500,000.

18.2. If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall, to the extent possible, be enforceable without such provisions.

18.3. This Agreement represents the entire and integrated agreement between the Awarding Authority and the Project Manager and supersedes all prior negotiations, representations or agreements, either written or oral.

18.4. This Agreement shall be binding upon and inure to the benefit of the Awarding Authority and its successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Project Manager and its permitted successors and permitted assigns. The Project Manager may not assign any right or delegate any obligation hereunder without the Awarding Authority's prior written approval.

18.5. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

18.6. No employee or official of the Awarding Authority shall assume any personal liability pursuant to this Agreement.



CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. c.62C, §49A, I hereby certify under the penalties of perjury that the respondent named herein 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:

TOWN OF NANTUCKET,
MASSACHUSETTS:

Name
President

C. Elizabeth Gibson
Town Manager

Funding Org/Obj:

FEIN:

Approved as to Funds Available:

Purchase Order # _____

Approved to as to Funds Available:

Brian E. Turbitt, Director of Municipal Finance, or
Bob Dickinson, Assistant Town Accountant



OPM CONTRACT ATTACHMENT A
Owner's Project Manager
Scope of Services

The OPM will perform the following services in connection with the Project:

General Project Administration:

- For the purposes of this contract and in accordance with MGL Chapter 149, Section 44½, the term "Owner's Project Manager,, (OPM) is intended to mean "an individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, or other entity engaged in the practice of providing project management services for the construction and supervision of construction,, of the DPW Facility Improvements, its staff, and all of its sub-consultants. The Owner's Project Manager shall be a person who is registered by the Commonwealth as an architect or Professional Engineer and who has at least five (5) years' experience in the construction and supervision of construction of buildings; or a person, if not registered as an Architect or Professional Engineer, holds a MA CSL, who has at least seven (7) years' experience in the construction and supervision of construction of buildings. The OPM shall be independent of the designer, general contractor or any sub-contractor involved in the building project. The awarding authority is the Town of Nantucket.
- Represent the Awarding Authority and acting as the Awarding Authority's agent and consultant throughout the project, as outlined in MGL Ch. 149, Section 44A½. Shall be responsible for total management of the Project as the Awarding Authority's representative to ensure full compliance with all applicable federal, state and local laws, rules and regulations and shall report to the Awarding Authority.
- Responsible for gathering information required to become familiar with the project and the various parties that must be communicated with during the design process.
- Agree that there will be no changes in staffing of the OPM services without consultation with the Awarding Authority and written approval of those changes in advance.
- Review and update on a monthly basis the existing total project budget (including estimated construction costs and all "soft,, costs anticipated to be associated with the project) during all phases of the work. Advise the Awarding Authority if it appears that the project budget will not be met and make recommendations for corrective action. Develop monthly cash flow reports and forecasts for the total project and advise the Awarding Authority of variances between actual, budgeted and projected projects costs. Establish a format acceptable to the Awarding Authority for reporting budget and cash flow information.
- The Owner's Project Manager shall assist in the development of a Master Project Schedule, and shall advise the Awarding Authority on all schedule issues; monitor all



- aspects of the project's status and schedule and advise the Awarding Authority on a monthly basis at a minimum or more frequently as necessary when actual or potential constraints to achieving the schedule and/or goals of the Awarding Authority have been created; and make recommendations for corrective action.
- Maintain a complete project file. The Owner's Project Manager shall maintain all project related communications, collect all project related documentation, and establish and maintain a document control system. The Owner's Project Manager shall establish procedures for reviews, approvals, changes, submittals, and a project change log among others.

Pre-Design, Design and Construction Procurement Phases:

- Duties shall include but not be limited to, providing advice and consultation with respect to designer selection, design, value engineering, scope of work, cost estimating, general contractor and subcontractor prequalification, pursuant to MGL Ch. 149, Section 44D $\frac{1}{2}$ or 44D $\frac{3}{4}$ when applicable, scheduling, bidding and construction; and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluations of the performance of the design professional, contractors and subcontractors.
- Serve as the Awarding Authority's representative in the oversight and administration of the design contract, negotiations with the designer if required, the coordination of the design team's activities, and in the provision of leadership with respect to the implementation of the design, bidding and construction phases by all parties. The Owner's Project Manager shall also serve as the Awarding Authority's representative in the oversight and administration of the construction contract, including maintaining certificates of insurance, bonds, and so forth from the contractor, designer, and others as necessary.
- The Owner's Project Manager shall establish procedures for the evaluation of the Designer as required by the Massachusetts Division of Capital Asset Management (DCAMM) and shall prepare the Designer's final evaluation for submission to DCAMM, after Awarding Authority approval, at the conclusion of the project.
- Oversee the architect/designer's work as it relates to quality of design, efficiency of design, and cost effectiveness. Perform a constructability review and promptly notify the Designer and the Awarding Authority of any design problems or omissions identified



in the drawings and specifications. Help to identify and resolve coordination conflicts in the construction documents.

- The Owner's Project Manager shall provide cost control management services throughout the duration of the project, including design and construction phases, to control and contain the cost of the project within the limits of the total project cost budget as determined by the Awarding Authority.
- Attend regular meetings with the designer and Awarding Authority designated representatives, contractor(s), consultants and engineers during the course of the Project to advise the Awarding Authority on budget, schedule, quality, scope, and all other proprietary issues. Be available to support the process and budget request at meetings of the Board of Selectmen, meetings with the Town Manager and various stakeholders and all other meetings as requested for this Project.
- The Owner's Project Manager shall review and take appropriate action on all project related invoices, including the retainage authorized on Designer (see MGL Ch. 7C) and Contractor requisitions. Establish a procedure with the Awarding Authority for the processing of invoices. The OPM shall maintain accounting records on all project related expenditures, including the Designer's request for payment, contractor requisitions, furniture, furnishings and equipment purchases, etc. Construction related records shall also include construction base contract work performed under unit costs, change order work performed on the basis of actual costs of labor and materials, change order work performed under unit costs, compliance with prevailing wages, and compliance with all state requirements as applicable. All cost documentation and accounting records shall be maintained in a form suitable for submission as may be required for reimbursement and for audit.
- Review and critique the architect/designer's cost estimates. The Owner's Project Manager shall also provide value management services, which includes value engineering and analysis of the building systems and design during all design and construction phases of the project. A Notice to Proceed to each successive design and construction phase of the project will **not** be issued by the Awarding Authority until the Owner's Project Manager's analysis concludes that the project is within the total project and/or construction cost budget.

Construction Phase:

- The Owner's Project Manager shall also provide an analysis of all bids from bidders with a report regarding the results of reference checks done, with recommendations for



appropriate Awarding Authority action. Assist the Awarding Authority and the Designer with all bid protests, re-bidding and/or renegotiating contracts. Assist the Awarding Authority and the Designer with a pre-award conference with the successful bidder and with preparing construction contracts.

- Review the plans and specifications for cost, constructability issues, missing items, coordination, and compliance with the requirements of MGL Ch. 149, Sec. 44A-44L, and all other applicable laws and regulations.
- The Owner's Project Manager shall attend all construction job progress meetings with the Designer, the Contractor, the onsite representative and/or other persons as necessary or appropriate, at reasonable times and places to discuss procedures, progress, problems, scheduling, etc. At all such meetings, the OPM shall act as a representative of the Awarding Authority. The OPM shall work with the Designer to set up a schedule for such meetings.
- Shall be responsible for overall project oversight, including all services associated with the project management of a first-class, publicly constructed building in Massachusetts similar in size and scope to the Project and as described herein. Through observation, advice and consultation, the OPM will endeavor to protect the Town of Nantucket against defects, deficiencies in the work, cost additions/overruns and delays in the completion of the project.
- During construction the Owner's Project Manager shall review the construction schedule furnished by the Designer, Consultants and the General Contractor. The OPM shall obtain and promptly review monthly updates of the general status of schedule milestones, schedule slippage, recommended site "walk-throughs,, and other noteworthy information. If an update indicates that the previously approved project construction schedule might not be met, the OPM shall bring such issues to the attention of the Awarding Authority immediately and recommend corrective action.
- The Owner's Project Manager shall prepare and maintain a master project change log, incorporating all change directives, change orders, change requests and change proposals. The OPM shall review all change orders, identify sufficient funds and negotiate on behalf of the Awarding Authority with all parties involved. All Change Orders must be in writing and approved by the Awarding Authority.
- Make presentations of the Project to local boards having jurisdiction and attend such other local or other meetings as may be necessary or appropriate.



- Provide such other OPM services as may be necessary to bring the Project to completion, including providing onsite monitoring for the Project for the duration of the contract at any time work is being performed. Tasks shall include: observing the progress of construction, monitoring contractor staffing, equipment and materials deliveries, keeping a daily log containing a record of weather, the contractor's work on the site, number of workers, safety status of the Project, equipment in use, work accomplished, contractor materials stored, problems encountered, verbal instructions and interpretations given to contractors, as well as scheduling and coordinating all required testing and other similar relevant tasks. The onsite representative shall also monitor the storage and protection of Awarding Authority purchased materials, furniture and equipment.
- When the Designer considers the contractor's work or a designated portion thereof substantially complete, the Owner's Project Manager shall jointly with the Contractor prepare for the Designer a list of incomplete or unsatisfactory items and a schedule for their completion. The OPM shall assist the Designer in conducting inspections to determine whether the work or designated portion thereof is substantially complete, and preparing any resultant punch list as well as help where possible to expedite the completion of the work in accordance with the project schedule.
- Following the Designer's issuance of a Certificate of Substantial Completion for the work or designated portion thereof, the Owner's Project Manager shall coordinate the correction and completion of the remaining work for inspection by the Designer. The OPM shall evaluate the completion of the work and make recommendations to the Designer in conducting final inspections. The OPM shall make recommendations to the Awarding Authority with respect to release of any funds retained from the General Contractor and Designer.
- Within 45 days after completion of the building project, the Owner's Project Manager shall prepare evaluations of the Designer, Contractor and Sub-Contractors for Awarding Authority review and approval, and submittal to DCAMM. The evaluations will be completed using DCAMM standard evaluation forms, and the information contained therein shall be certified by the Owner's Project Manager that it represents a true and accurate analysis of their performance record on this project.
- **By signing this contract, _____ certifies pursuant to MGL c.268A under the pains and penalties of perjury, that their sole responsibility at OPM is to the Commonwealth of MA and the Town of Nantucket and that they**



will remain independent of the designer, general contractor and any subcontractor on the project.

The OPM is to become fully engaged in the project immediately upon award of this contract.

10/22/18 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 Caputo Account # 585000 0169581

3. Please provide a **single copy of the bid packet** along with all supporting documents.

4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator or Assistant Town Administrator: _____

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

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



Summary of Project

Project Name: Improvements to Cranberry Valley Golf Course

Funding Source: Funded by the Golf Department Operating Budget, the total project cost is \$53,947.

Summary: Funding will be used to install a new cart path on holes 6 and 12, and re-sodding of various bunkers.

Bidding information: Three companies expressed interest, while two submitted bids. Weed & Feed Inc. was the low bidder. After counter-signature from the Board of Selectmen, a 50% payment bond will be requested. All bonds and insurance will then be reviewed by Town Counsel.

**INVITATION FOR BIDS
TOWN OF HARWICH
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE**

The Town of Harwich is accepting sealed bids for improvements to cart paths, greens and fairways to the Cranberry Valley Golf Course at 183 Oak Street, Harwich, MA. 02645.

Specifications are available at the Town of Harwich website after providing contact information at www.harwich-ma.gov/home/pages/procurement It is the bidder's responsibility to check the Town website for any and all additional material. The successful bidder shall provide a completed bid package including signing the Town of Harwich's Contract. Sealed bids clearly marked "Cranberry Valley Golf Course Improvements" will be accepted in that office until 2:00 p.m. on Thursday, October 25, 2018, at which time they will be publicly opened and read. For further information, contact Shawn Fernandez at 508-430-7561. Questions are due October 18, 2018 at 12:00pm.

**INVITATION FOR BIDS
TOWN OF HARWICH
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE**

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Bid security in the form of a bid bond, certified check, treasurer's or cashier's check, payable to the Town of Harwich, is required in a dollar amount of five (5%) percent of the bid amount. A Payment Bond in the amount of 50% of the bid amount will be required from the successful bidder.

All bids for this project are subject to applicable bidding laws of Massachusetts, including General law Chapter 30, Section 39M as amended. Wage rates are subject to the minimum wage rates as per M.G.L. Chapter 149, Section 26 to 270 inclusive.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty days, Saturdays and Sundays and Legal Holidays excluded, after the opening of the bids. The Town of Harwich through its Board of Selectmen reserves the right to waive any informality and to reject any or all bids if it is in the best interest of the Town of Harwich to do so.

Christopher Clark
Town Administrator

Posted: 10/10/18
Central Register: 10/10/18
Chronicle: 10/11/18
COMMBUYS: 10/10/18

6. Laws and Regulations. The Contractor shall abide by all applicable state laws, municipal by-laws, and the rules and regulations of all authorities having jurisdiction over the construction of this project, and shall be deemed to be included in the contract the same as though herein written out in full.

In particular, this contract is subject to M.G.L. c. 30:

Method of Payment to Subcontractors
G.L. c. 30, §39F (a) through (i)

Method of Payment to Contractors
G.L. c. 30, §39K

Differing Site Conditions
G.L. c. 30, §39N

Suspension of Work
G.L. c. 30, §39O

Prompt Decisions
G.L. c. 30, §39P

Records of Contractor
G.L. c. 30, § 39R

7. Liquidated Damages for Failure to Initiate Work Contracted. The successful bidder, upon his failure to initiate work as specified in the Notice to Proceed or to deliver the required Bonds within 10 days after he/she has received Notice to Proceed, shall forfeit to the Town, as liquidated damages for such failure or refusal, a portion of security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid and the bid price of the next lowest responsible and eligible bidder. On case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

8. Site Disruption. The site is the Cranberry Valley Golf Course. Efforts should be made to minimize disruption of the normal operation of the area.

9. Obligation of Bidder. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

10. Information Not Guaranteed. All information given in the Contract Documents relating to existing conditions is from the best sources at present available to the Town of

Worker's Compensation: as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000

Comprehensive General Liability: including, but not limited to, Bodily Injury, Personal Injury and Property Damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other application insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability is \$1,000,000 as required by the Town of Harwich's insurance carrier.

Automobile Bodily Injury and Property Damage Liability: for all owned, non-owned and hire vehicles operated in connection with the performance of the contract. Minimum limits of liability:

Bodily Injury :	\$1,000,000
Property Damage:	\$250,000

Certificate of Insurance: Prior to beginning work under the contract, the selected contractor shall furnish the Town a Certificate of Insurance naming the Town as a Certificate holder, acceptable to said Town evidencing the existence of the foregoing insurance coverages. Such Certificate also shall provide that the Town will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.

A Payment Bond in the amount of 50% of the bid amount will also be required from the successful bidder.

16. Award of Contract. In reviewing submitted bids, the Town will look for the bidder who meets the minimum criteria and submits the most advantageous price bid. If it is deemed in the best interests of the Town, all bids may be rejected and a further solicitation conducted.

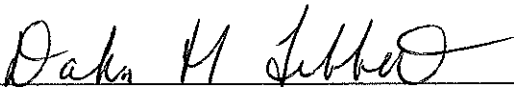
17. Wage Rates. Prevailing wage rates as determined by the Commissioner of the Department of Labor and Industries under the provisions of M.G.L. c. 149, §26-27G, as amended, are a part of this project. It is the responsibility of the contractor, before bid opening, to request, as necessary, any additional information on prevailing wage rates for those trades people who may be employed for the proposed work under this contract. State schedules of prevailing wage rates are attached to this request for bids.

18. Workers must be OSHA certified

SCOPE OF WORK

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.



(Signature of individual signing bid or proposal)

Weed & Feed Inc.

(Name of Company)

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal
Identification Number

04-2961683

Signature of individual
signing bid or proposal



OWNER-CONTRACTOR AGREEMENT
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE

The undersigned proposes to provide the improvements to the Cranberry Valley Golf Course in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, for the contract price specified below:

<u>Item #</u>	<u>Brief Description and Lump Sum Price in Words</u>	<u>Bid in Figures</u>
1	INSTALL NEW CART PATH ON HOLE # 6 EST- 400 Liner Feet	\$ <u>25,704.00</u>
	Twenty-five thousand, seven hundred and four dollars	
2	INSTALL NEW CART PATH ON HOLE #12 EST- 245 Liner Feet	\$ <u>15,743.00</u>
	Fifteen thousand, Seven hundred forty-three dollars	
3.	RE- SODDING OF VARIOUS BUNKERS ON HOLES #2,3,8 EST- SQFT 3,000 TO 5,000 TOTAL	\$ <u>12,500.00</u>
	Twelve thousand five hundred dollars	

TOTAL OF BID


The computed contract price for all Items inclusive is: \$ 53,947.00

Fifty-three Thousand, Nine hundred, forty-seven Dollars and zero cents

The undersigned shall provide the following with this Form of General Bid:

- A Bid Bond in the sum of five percent (5%) of the total bid.
- Acknowledgement of Addendums, if any
- Tax Compliance Certification (attached)
- Non-Collusion Certification (attached)

The undersigned agrees that, if he is selected as a general contractor, he will within ten days, Saturdays, Sundays, and legal holidays excluded after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid.

BY:  October 24, 2018
Signature Date
Dahn H. Tibbett for Weed & Feed Inc. President
Type or Print Name Title

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.



(Signature of individual signing bid or proposal)

Weed & Feed Inc.

(Name of Company)

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security or Federal
Identification Number

04-2961683

Signature of individual
signing bid or proposal



OWNER-CONTRACTOR AGREEMENT
IMPROVEMENTS TO CRANBERRY VALLEY GOLF COURSE

Weed & Feed Inc, dba DHT Golf

8 Meadow Park Rd.
Plymouth, MA 02360
508-746-3222 Dhtgolf@yahoo.com

LETTER OF TRANSMITTAL

DATE: 10/29/2018

ATTENTION: Harwich Town Manager

RE: Cranberry Valley Golf Upgrade 2018

JOB NO. _____

TO:

Town Manager,
Town of Harwich

WE ARE SENDING YOU:

- Invoice
- Mailed
- Faxed
- Hand Delivered
- Shop Drawings
- Prints
- Plans
- Samples
- Copy of Letter
- Change Order
- Asbuilts
- Specifications

COPIES	DATE	NO.	DESCRIPTION
3			Agreement
1			Insurance COI
1			Copies of OSHA 10 cards
1			W9

THESE ARE TRANSMITTED as checked below:

- For Approval & Execution
- Approved as Submitted
- Resubmit Copies for Approval
- For Your Use
- Approved as Noted
- Submit Copies for Distribution
- As Requested
- Returned for Corrections
- Return Corrected Prints
- For Review & Comment
- Other _____
- FOR BIDS DUE _____
- PRINTS RETURNED AFTER LOAN TO US

REMARKS

Please call 508-746-3222 if any questions

COPY TO _____

SIGNED: Dahn H. Tibbett

Town Administrator Office

From: DHT Golf Services <dhtgolf@yahoo.com>
Sent: Wednesday, October 31, 2018 9:03 AM
To: Town Administrator Office
Cc: Shawn Fernandez; Robert Cafarelli
Subject: Re: Contract Confirmation

All,

I approve the information added to the aforementioned contract.

Thank you,

Dahn Tibbett

Weed & Feed Inc. d/b/a DHT Golf Services
Golf, Sportsfield, and Irrigation Specialists since 1987
8 Meadow Park Road, Unit #3
Plymouth, MA 02360

Office: 508-746-3222
Fax: 508-746-3922
Website: DHTgolf.com

Current Mass DOT Prequalified Contractor for Recreational Facilities

From: Town Administrator Office <Administrator@town.harwich.ma.us>
To: "dhtgolf@yahoo.com" <dhtgolf@yahoo.com>
Cc: Shawn Fernandez <sfernandez@town.harwich.ma.us>; Robert Cafarelli <rcafarelli@town.harwich.ma.us>
Sent: Wednesday, October 31, 2018 8:51 AM
Subject: Contract Confirmation

Mr. Tibbett,

Attached please find the Town contract. It wasn't completely filled out so I've entered the date of effect, the date of completion, the contract amount, and the work to be done as stated in the Improvement to Cranberry Valley IFB.

Please confirm that these are correct at your earliest convenience. If that's before 11:00am today then I should be able to get it on the agenda for the BOS to sign this coming Monday the 5th.

Thanks,

Evan N. Melillo
Assistant Town Administrator
Harwich, MA 02645

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 _____
Weed & Feed Inc., with an address of 8 Meadow Park Road, Unit #3, Plymouth MA
hereinafter referred to as "Contractor", effective as of the 31 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 Improvements to Cranberry Valley, 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 November, 2018 through 12/31/18.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 53,947. 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
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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, Dahn H. Tibbett, 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.

04-2961683
Social Security Number or
Federal Identification Number

Weed & Feed Inc d/b/a DHT Golf Services
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

Dahn H. Tibbett
Dahn H. Tibbett *President*
Printed Name and Title

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

Approved as to Availability of Funds:
Carol Cochran (\$53,947)
Finance Director Contract Sum

by its Town Administrator Under \$50,000

Town Administrator

OSHA

000562047



U.S. Department of Labor
Occupational Safety and Health Administration

Jamie Tibbett

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

A handwritten signature in black ink, appearing to read 'J. Tibbett'.

March 3, 2005

(Trainer)

(Date)

OSHA 1010-7096339



This card certifies that:

paul elias

has completed a 10-Hour OSHA Hazard Recognition Training
for the Construction Industry.

A handwritten signature in black ink, appearing to read 'Jeffrey Pairan', written over a horizontal line.

Director: Jeffrey Pairan

A handwritten signature in black ink, appearing to read 'Taylor Sikes', written over a horizontal line.

Trainer: Taylor Sikes

11/20/2016

Grad. Date:

OSHA

000982647



U.S. Department of Labor
Occupational Safety and Health Administration

Felipe Cardenas Jr.

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

[Handwritten Signature]

March 14, 2006

(Trainer)

(Date)

OSHA

000982657



U.S. Department of Labor
Occupational Safety and Health Administration

Dahn Tibbett

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

[Handwritten Signature]

March 14, 2006

(Trainer)

(Date)

OSHA

000982645



U.S. Department of Labor
Occupational Safety and Health Administration

Luis Henriquez

has successfully completed a 10-hour Occupational Safety and Health
Training Course in

Construction Safety & Health

[Handwritten Signature]

March 14, 2006

(Trainer)

(Date)



36-004881905

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

KELLY ANDERSON

Marie Athey

(Trainer name – print or type)

3/14/2014

(Course end date)

LIC # 57835 6720 MA



11-004070361

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

FELIPE CARDENAS

JOHN CARBONE

(Trainer name – print or type)

3/30/13

(Course end date)

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Weed & Feed Inc.		
	2 Business name/disregarded entity name, if different from above Weed & Feed Inc d/b/a DHT Golf Services		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 8 Meadow Park Road, Unit #3		Requester's name and address (optional)
6 City, state, and ZIP code Plymouth, MA 02360			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
0	4	-	2	9	6	1	6	8	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ October 29, 2018
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)
Weed & Feed Inc. dba DHT Golf Services

8 Meadow Park Road
Plymouth, MA 02360

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)
Town of Harwich

MA

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent of the Attached bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Improvements to Cranberry Valley Golf Course

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this **24th** day of **October, 2018**


(Witness)

Weed & Feed Inc. dba DHT Golf Services

(Principal)

(Seal)


(Title)


(Witness)

The Ohio Casualty Insurance Company

(Surety)

(Seal)


(Title) **Adam W. DeSanctis, Attorney-in-Fact**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7837033

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam W. DeSanctis; Bryan F. Juwa; Christine B. Gallagher; David A. Boutiette; Gregory D. Juwa; James J. Axon; Jonathan Duggan; Jordan J. Tirone; Lesliann Ortiz; Lindsay A. Knowlton; Michael F. Carney; Michael T. Gilbert; Paul A. Patalano; Rebecca Shanley; Richard F. Caruso; Tonya DeGrazia; Wilder Parks, Jr

all of the city of Woburn, state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of July, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of October, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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

DPW Activity for period of October 1, 2018 through October 31, 2018

Highway Maintenance

- Received 56 new work orders and completed 45
- Beach trash pickups 3 days per week
- Roadside litter 2 days per week
- 4 days catch basin digging
- 8 days brushing roads
- Tree work 4 days
- 2 day hot mixing
- 16 days street sweeping
- 4 days working harbor project – irrigation installation, loam, dry wells, mulch and stone
- 2 days installing a fence at the Golf Course
- Paved Doane Rd, Neel Rd, Pilgrim Rd, Earlw Rd and Cahoon Rd
- Loamed and seeded the newly paved 5 roads – 5 days
- Continued coordinating with RH White and National Grid

Vehicle Maintenance

- Performed routine maintenance on four vehicles, small and heavy equipment
- Serviced and winterized road side mowers, beach cleaner/tractor, and street sweeper
- Replaced rear tires on Fire Departments Ladder Truck L66 and Engine 64
- Replaced transmission (part warranty) and complete rear brake job on the catch basin cleaner truck
- Performed 110 repairs on vehicles, small and heavy equipment

Cemetery Maintenance

- Mowed cemeteries as necessary
- Mowed Town buildings / memorial squares as necessary
- Assisted our tree contractor with removal of damaged and diseased trees in Island Pond Cemetery
- Mark out and cleanup for burials
- Continue to cleanup leaves as they fall throughout the season
- Lowering and raising of flags around Town as directed

Parks Maintenance

- Mowed and prepped 7 ball fields for games as needed
- Mowed and weedwacked parks as needed
- Installed irrigation at the harbor project
- Started winterizing irrigation systems around town
- Started aerating ball fields
- Assisted our tree contractor removing trees

Facility Maintenance

- Received 73 new work orders and completed 65 work orders from back log
- Work continues on the Brooks Free Library restoration project. 100% of the paint has been removed; rotted wood has been milled and replaced. 100% primed 40% of first coat of paint completed.
- Painted Town Hall trim
- Working with King Industries cleaning out the Town Hall basement
- Reviewing report for the ADA transition
- Assisting the Fire Chief with oversight of Station II construction

Disposal Area

- C&D: 65 loads, 1,204.91 tons
- MSW: 33 loads, 778.42 tons
- Recycling: 24 loads, 87.64 tons
- Vehicles Recorded: 27,542
- Revenue: \$215,714.75

Reception

- Walk Ins: 69
- Telephone calls: 351
- Work orders: 137



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., Chief of Department

David J. LeBlanc, Deputy Fire Chief

Fire Prevention – Inspections October 1 - October 31

Inspection Type	
Resale	44
Annual	20
Final	6
Lockbox	4
Liquid Propane	9
Oil Burner	5
Oil Tank	7
Pre-Inspection	6
Re-Inspection	2
Safety Inspection	
Town Hall – Plans (hours)	18
Town Hall – Meeting (hours)	3
Tank Truck	
Fire Drills	
Meetings – Misc	6
Joint Inspection	



Harwich Fire Department



Fire Suppression

Prevention

Emergency Services

Norman M. Clarke Jr., Chief of Department

David J. LeBlanc, Deputy Fire Chief

Harwich Fire Department

Monthly Report

October

July 1 to October 31 comparison
2017 to 2018

Total Incidents	
2017	1686
2018	1849

Total Transports	
2017	869
2018	942



Incident Type Report (Summary)
 From 10/01/18 To 10/31/18
 Report Printed On: 11/05/2018

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Excessive heat, scorch burns with no ignition (251)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Emergency medical service, other (320)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	279	70.45%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	10	2.53%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Watercraft rescue (365)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
	293	73.99%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	5	1.26%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	3	0.76%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	8	2.02%	\$0.00	\$0.00	\$0.00	0.00%
	22	5.56%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	10	2.53%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	8	2.02%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Assist police or other governmental agency (551)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
	25	6.32%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	3	0.76%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	6	1.52%	\$0.00	\$0.00	\$0.00	0.00%
No incident found on arrival at dispatch address (622)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
	11	2.78%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Malicious, mischievous false call, other (710)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	1	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	4	1.01%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	6	1.52%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	3	0.76%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	16	4.04%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%

	38	9.61%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Not Recorded						
Not Recorded	3	0.76%	\$0.00	\$0.00	\$0.00	0.00%
	3	0.76%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	396			Total Est. Loss:	\$0.00	

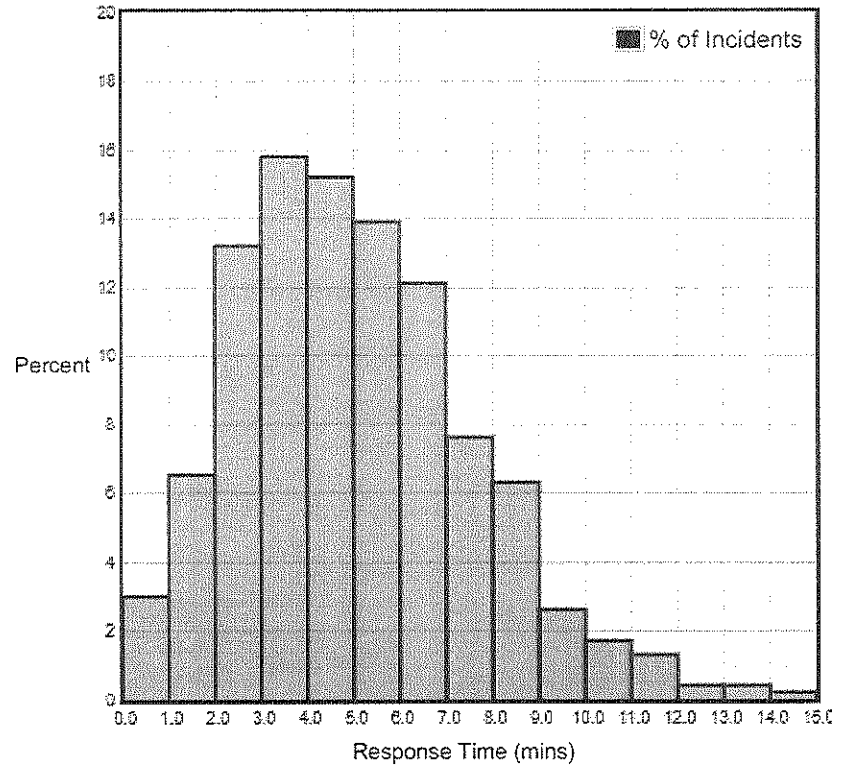
Search Criteria	
Dates	From 10/01/2018 To 10/31/2018 (mm/dd/yyyy)
Service	Harwich Fire Department
Staff	All
Apparatus	All
Station	All
Alarm Type	All
Zone/District	All

 **Report Description**

Incident Response Time Analysis

Date Range 10/01/2018 to 10/31/2018
 Total # of Runs Fitting Criteria 539 runs
 Average Response Time 4.5 mins
 Service(s) Harwich Fire Department
 Incident Type(s) All

Response Time	# of Incident Responses	% of Incident Responses
0 mins	16	3%
1 mins	35	6.5%
2 mins	71	13.2%
3 mins	85	15.8%
4 mins	82	15.2%
5 mins	75	13.9%
6 mins	65	12.1%
7 mins	41	7.6%
8 mins	34	6.3%
9 mins	14	2.6%
10 mins	9	1.7%
11 mins	7	1.3%
12 mins	2	0.4%
13 mins	2	0.4%
14 mins	1	0.2%
15 mins	0	-



 Report Description

[Back To Filters](#)

HARWICH HARBORMASTER DEPARTMENT
October 2018 Monthly Report

Operations

- Underway on Marine 77 with TA, Asst TA and two members of the Capital Outlay Committee to view the poor condition of the Allen Harbor jetty and the Wixon Landing on the Herring River; both are proposed capital projects for the department.
- Hauled and cleaned regulatory swim buoys from Nantucket Sound.
- Switched Long Pond mooring buoys to winter spars until next season.
- Assisted Natural Resources with shellfish seeding.
- Dewatered 3 vessels due to heavy rain.
- Conducted 7 vessel pump-outs for a total of 350 gallons of waste.

Administration

- Drafted memo to BOS outlining details on Lawrence Lynch quote for paving of the former Downey property; contract signed.
- Drafted slip permit renewal letter; mailed out Dockage contracts/offload permits/invoices.
- Harbormaster performance evaluation submitted to TA.
- Drafted response letter to citizen requesting that no boats be stored in a certain section of the west parking lot at Saquatucket.
- Drafted memo outlining proposal for a Facility Fee for the Ferry and Passenger Boat owners utilizing town property for their ticket sheds.
- Sent Eastward CO #25 and CO #26 to Accounting for processing.
- Went to waitlist with open 40' Recreational Slip, 30' Recreational Slip, 20' Recreational Slip and 40' Charter Slip.
- Revoked Pleasant Bay permit for non-use.
- Provided signed contract to Accounting for 2018 Navigational Pilot Program Grant.
- Sent email to all boaters with WiFi access code.
- Ordered blinds for south facing windows.
- Contacted multiple boat owners for expired registrations.
- Draft HMP changes for Passenger/Ferry Ticket Booth locations.
- October CVA Grant submission.
- Processed 27 Transient slip reservations.

Maintenance

- Installed VHF antennas for additional radios in the new Harbormaster Department building.
- Modified and painted a cabinet from the old office to hold power source equipment for fix mounted VHF and fire/police radios.
- Made repairs to the Landside pump-out station and a portable pump-out cart
- Assisted Natural Resources with shutting down the shellfish lab.
- The tide gate at Uncle Venies Road was closed from 10/11 to 10/18 and 10/23 to 10/30 due to high tides and strong winds.
- Routine building and grounds maintenance.

Meetings

- Held final project meeting with BTT Marine, BluePort rep and town Computer Coordinator to finalize details on the install of the marina wireless internet system.
- Attended meeting with TA and Conservation Agent of future dredging needs.
- Met with TA on department capital plan; briefed Capital Outlay Committee on the same.
- Met with owner of Herring River Fish House to discuss his need for a float that would hold additional holding tanks for shellfish seed.
- Met with GEI Consultant engineer and the Town Engineer to discuss plans for the replacement of the Round Cove public ramp.
- Invited and attended Freedom Ferry season ending dinner for staff and guests; a first-class event.
- Bi-weekly progress meetings for SAQ Landside project.
- WWC meeting (10/17).
- BOS meetings: (10/9), Lawrence Lynch paving bid.

Training

- None



TOWN OF HARWICH

OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

TEL. 508-430-7501 FAX. 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Monthly Report to the Board of Selectmen

October 2018

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

- Met with Cindy Horan from Commerce bank regarding purchase cards and electronic vendor payments
- Attended Munis webex regarding Citizen Self Serve module

October Collections

	FY 2019	FY 2018
Tax/Water Collections:	\$10,073,623.40	\$10,863,645.01
Departmental turnovers:	\$2,244,557.54	\$1,670,573.56
Total:	\$12,318,180.94	\$12,534,218.57

October Disbursements

	FY 2019	FY 2018
Accounts Payable	\$2,825,157.78	\$1,472,827.85
Payroll	\$1,367,022.12	\$1,249,409.02
Total:	\$4,192,179.90	\$2,722,236.87

Respectfully submitted,
Amy Bullock, Treasurer/Collector