

SELECT BOARD MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:00 P.M.

Monday, November 20, 2023

Remote Participation Optional:

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/813639189>

You can also dial in using your phone.

Access Code: 813-639-189

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**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. PUBLIC COMMENTS/ANNOUNCEMENTS

IV. PUBLIC HEARING- JOINT MEETING WITH SELECT BOARD AND BOARD OF ASSESSORS

- A. Classification Hearing - for the purpose of deciding whether all property should be taxed at the same rate for Fiscal Year 2024 as set forth in Chapter 40, Section 56 of the Massachusetts General Law

V. CONSENT AGENDA

- A. Approve Select Board Meeting Minutes – 11/13/2023
B. Accept the resignation of Sheila Eldredge as a member to the Treasure Chest Committee
C. Accept the resignation of Eileen Garrity as a member to the Harwich Accessibility Rights Committee

VI. NEW BUSINESS

- A. Update on 2023 Annual Town Meeting Article 12 Preschool Family Support Program
B. Approve the following M.G.L Chapter 138, Section 12, on-premise annual liquor license renewals:
1. Allen Harbor Yacht Club, Inc., 371 Lower County Road
2. Blue Stripe LLC d/b/a Cape Sea Grille, 31 Sea Street
3. BLM Restaurant Group, Inc. d/b/a Lanyard Bar and Grill, 429 Route 28
4. Brax Restaurant Management, Inc. d/b/a Brax Landing, 705 Main Street
5. Cape Roots Market & Café LLC d/b/a Cape Roots Market & Café, 557 Route 28, Unit 101
6. Four Hundred East, Inc., 1421 Orleans Road
7. Harwich Port Seafare, Inc. d/b/a Harwich Port Seafarer, 86 Sisson Road
8. Hot Stove Inc. d/b/a Hot Stove Saloon, 551 Route 28
9. Morningstar Restaurant, Inc. d/b/a Villa Roma, 278 Route 28
10. Red River Barbecue LLC, 787 Route 28
11. Shooting Star Realty LLC d/b/a Bucas Restaurant, 4 Depot Road
12. Spyridon and Aglaia Christakis d/b/a Georges Pizza House, 564 Route 28
C. Approve the following M.G.L Chapter 138, Section 15, off-premise annual liquor license renewals:
1. ATJX, Inc. d/b/a Moonshine Liquors, 4 Great Western Road
2. Cranberry Liquors at Harwich Port, 555 Route 28
3. Main Street Quik Pik, Inc. d/b/a Main Street Market, 715 Main Street
4. Maulik Corp. d/b/a Value Mart, 435 Route 28
5. Portside Liquors III Inc. d/b/a Portside Liquors, 1421 Route 39

VII. OLD BUSINESS

- A. Update on Information Technology costs overview of last five years
B. Discussion and possible vote to add alternates and approve voting rights for certain committees including the Board of Health
C. Update on public access to Hinckley's Pond

VIII. CONTRACTS

- A. Approve a contract with AVI-SPL, LLC for a sound system at 204 Sisson Road Auditorium in the amount of \$124,190.09
B. Approve a contract with Colonial Ford Inc. for the purchase of three police cruisers in the amount of \$175,194.36

IX. TOWN ADMINISTRATOR'S REPORT

X. SELECT BOARD'S MEMBER REPORT

XI. CORRESPONDENCE

XII. ADJOURNMENT

**Per the Attorney General's Office: The Select Board 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:

Carol Campos, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
November 16, 2023

JOINT MEETING
WITH SELECT BOARD &
BOARD OF ASSESSORS

**LEGAL NOTICE
TOWN OF HARWICH
NOTICE OF PUBLIC HEARING
November 20, 2023**

The Harwich Select Board will hold a Public Hearing on **Monday, November 20, 2023**, no earlier than 6:00 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 2024 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. Remote participation will also be available. Please see the posted agenda for dial in information.

Julie E. Kavanagh, Vice-Chair
Jeffrey Handler, Clerk
Michael D. MacAskill
Donald F. Howell

Cape Cod Chronicle
October 26, 2023

**Board of Select Board
FY24 CLASSIFICATION HEARING**



November 20, 2023

Please find attached the recommendations from the Board of Assessors for the FY24 Classification Hearing.

The Department of Revenue has certified the FY24 Interim Year values. Attached is State Tax Form LA-4 which indicates the total value by class of all parcels in Harwich.

Your signatures will be required on the State Tax Form LA-5 at the conclusion of the Classification Hearing. The LA-5 form contains the certification of the motions on each of the four options the Board will be discussing and voting on at the Classification Hearing.

To avoid having each Select Board electronically log-in and sign the LA-5 form on the Department of Revenues Gateway form, please **VOTE** to **AUTHORIZE** Julie Kavanagh, Chairman, **to sign the LA-5** on behalf of the Select Board. The Board of Assessors and I will be available at the meeting and will be available for questions.

If you have any additional questions regarding this matter, please do not hesitate to ask.

Thank you.

A handwritten signature in blue ink that reads "Carlene Jones". The signature is written in a cursive, flowing style.

Carlene Jones
Assessing Director

**Board of Select Board
FY24 CLASSIFICATION HEARING**



November 20, 2023

At their meeting November 20, 2023, the Board of Assessors voted unanimously to make the following recommendations to the Board of Select Board for their Fiscal Year 2024 Classification Hearing to be held November 20, 2023 at 6:00 p.m.:

On the matter of classifying the tax rate:

- ✧ To **vote a residential factor of "1"** so that each class maintains 100% of its full value tax share and not shift the tax burden from the residential and open space property classes to the commercial, industrial and personal property classes.

On the matter of an open space discount:

- ✧ **Not to grant an open space discount** which would shift the tax burden from the open space property class to the residential property class.

On the matter of a residential exemption:

- ✧ **Not to grant a residential exemption** which would shift the tax burden within the residential class from residents to part-time residents.

On the matter of a small commercial exemption:

- ✧ **Not to grant a small business exemption** which would shift the tax burden within the commercial, industrial and personal property classes from certain small commercial properties to other commercial and industrial properties.

Voting in accordance with these recommendations would retain the historical pattern of taxation in Harwich. The following is an explanation of the various options and the reasons for the Assessors' recommendations:

Classification:

Classifying the tax rate means applying different tax rates to different classes of property (residential, open space, commercial, industrial, personal property) according to procedures and formulas set forth by state statutes. Voting a **residential factor of "1,"** establishes that the same tax rate is applied to all classes of properties and taxed at a **single rate** per thousand dollars of property value.

The fiscal year 2024 single tax rate is estimated to be TBD. The FY24 rate represents a decrease of TBD below the FY23 rate of \$6.64. There was an TBD increase in total town valuation which contributed to the decrease in the tax rate.

Classification allows the Select Board to allocate a higher percentage of the tax burden to the commercial, industrial, and personal property classes by adopting a residential factor of less than "1." Such an action would result in a tax rate lower than TBD for the residential and open space classes, and higher than TBD for the commercial, industrial, and personal property classes. A chart reflecting the impact of shifting the rate will be enclosed once available.

Open Space Discount:

The open space classification is reserved for properties that could otherwise be held for the production of income but are instead preserved in an open and natural condition for the benefit and enjoyment of the public, which does not necessarily imply public access to the property. Harwich currently has no properties classified as open space, so it would have no effect if the Board of Select Board should vote an open space discount. The Assessors are of the belief that the open space issues are best addressed through the exercise of conservation restrictions or chapter land elections, both of which demonstrate a firmer commitment to open space preservation on the part of the property owner and which also provide for some recapture of forgiven tax dollars.

Residential Exemption:

The residential exemption grants an exemption of up to 35% of the average residential property value for all resident property owners. Through the selective application of the exemption to year-round residents and the calculation of a new residential tax rate to recapture lost levy, the exemption results in reduced taxes being paid by resident property owners, while shifting the tax burden to part-time resident property owners.

The Assessors do not recommend granting a residential exemption as the exercise of this option results in the shifting of the tax levy share not between classes, but within the residential class itself. As the part-time resident taxpayers already pay a personal property tax on the contents of their Harwich home which resident property owners do not pay, and customarily place fewer demands on municipal services, the Assessors feel it would be inequitable to create separate strata within the residential property class. Also if a resident's property value exceeds what is known as the breakeven point, resident taxpayers are taxed at the higher part time resident rate. Residential vacant land, multi-family and apartment complex owners would also be taxed at the higher tax rate. There is no means test to qualify for this exemption. It's based solely on the assessed value.

Small Commercial Exemption:

The small commercial exemption is another option for consideration by the Select Board. The result of legislation passed in 1994, this exemption allows the Select Board to exempt up to 10% of the assessed value of commercial properties that are assessed for less than \$1,000,000 and are occupied by businesses with fewer than ten employees.

If adopted, it has the effect of reducing the property taxes on some commercial properties and shifting those taxes onto all other commercial/industrial properties. As with the residential exemption, the loss in levy resulting from the decrease in the total valuation of the commercial class is recaptured within the commercial/industrial classes by recalculating a new tax rate for those classes. Unlike the residential exemption, however, wherein a fixed dollar exemption is applied to all qualifying parcels, the small commercial exemption is based on a percentage of each eligible parcel's valuation.

The Assessors do not recommend granting the small commercial exemption for several reasons. Although this legislation is no longer new, there remain many unanswered questions about the effects of the exemption. To date, only a small number of Massachusetts communities grant this exemption. The Assessors suggest that this is possibly due to the following reasons:

Classification Hearing
November 20, 2023

- The law does not address the Chapter 61, 61A, and 61B properties (forest, agricultural/horticultural, and recreational property), which are taxed at the commercial rate. The recalculation of the commercial/industrial tax rate would result in higher tax bills for those properties, as they are not eligible for the exemption.
- There are no appeal provisions contained in the law for those properties that may be eligible for the exemption, but are inadvertently omitted in its administration. The Department of Employment and Training supplies the data regarding the requirement that a property, in order to qualify for the exemption, must be occupied by a business or businesses employing fewer than ten people. This information is unreliable, however, since the DET provides a list of the qualifying businesses, but only those with mailing addresses in Harwich. A business could conceivably be located in Harwich with a mailing address in Orleans, and not be on the list provided to Harwich by the DET. There would be no statutory appeal for the property owner. The potential for omission is enormous and could cause substantial administrative and public relations problems for the Town.
- The exemption, while well intentioned, does not really serve those for whom the legislation was intended. Unless the small commercial property is entirely owner-occupied, it is very unlikely that the small business owner who is leasing the property will benefit from the exemption. There is no requirement that the reduction in the property tax be passed from landlord to tenant.

The Department of Revenue has certified the FY24 Interim Year Update values. Attached is State Tax Form LA-4 which indicates the total value by class of all parcels in Harwich, the Recap sheet, and the LA-5. Your signatures will be required on the LA-5 form at the conclusion of the classification hearing.

Signing the LA-5 confirms the votes taken by the Select Board at the hearing and indicates the Select Board have been informed of the amount of the excess levy capacity. The Board of Assessors and I will be available for questions at the Tax Rate Classification Hearing on Monday, November 20, 2023, at 6:00 PM.

If you have any additional questions regarding this matter, please do not hesitate to ask.

Thank you.



Carlene Jones
Assessing Director

Attachments

cc: Board of Assessors
Town Administrator – Joseph Powers

RESIDENTIAL EXEMPTION
MGL Chapter 59, Section 5c

How is the Residential Exemption adopted? The Board of Select Board vote each year whether or not to adopt the exemption. The amount of the exemption must also be voted by the Board of Select Board and may be no more than 20% of the average residential value.

Who may qualify? Homeowners may qualify for the exemption on their principal residence. For the purpose of this exemption, taxpayer shall be interpreted as the "owner of record" as recorded in the Registry of Deeds and principal residence is the address of the taxpayer as used by the taxpayer for income tax purposes.

What is the qualification date? The real estate must be owned and occupied as the taxpayer's principal residence as of January 1 of the year preceding the fiscal year. ie: for the Fiscal Year 2024, July 1, 2023 through June 30, 2024, the taxpayer must have owned and occupied the real estate as of January 1, 2023.

How does a taxpayer apply for the Residential Exemption? The taxpayer has three months from the date of mailing of the tax bills to apply, on a form approved by the Commissioner, to the Board of Assessors. Once the Exemption is approved it remains in effect until any change in ownership or title occurs.

How is the Residential Exemption determined? Once the Board of Select Board has adopted the exemption and voted the percentage, the Assessor determines the amount of value to be exempted from those qualifying parcels by calculating the following:

1. The total assessed value for all Class 1 properties, including vacant parcels.
2. The total number of parcels within the Class 1 properties.
3. Divide the Total Class 1 valuation by the total number of Class 1 parcels. This is the average assessed value of all class one residential parcels.
4. Multiply the exemption percentage, as voted by the Board of Select Board, by the average value. This is the amount to be exempted for each qualifying parcel.
5. Multiply the number of exemptions granted by the exemption amount.
6. Subtract the aggregate exemption amount from the total Class 1 value. The residential tax rate for all Class 1 properties will be calculated from this adjusted value.

Suggested Motions

- I move to vote a residential factor of "1".
- I move to not grant an open space exemption.
- I move to not grant a residential exemption.
- I move to not grant a small commercial exemption.

CONSENT AGENDA

**MINUTES
SELECT BOARD MEETING
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
EXECUTIVE SESSION 5:30 PM
REGULAR MEETING 6:00 PM
MONDAY, NOVEMBER 13, 2023**

MEMBERS PARTICIPATING: Julie Kavanagh, Chair, Jeff Handler, Clerk and Don Howell

I. CALL TO ORDER:

Ms. Kavanagh called the meeting of the Select Board to order on Monday, November 13, 2023 at 6:00PM noting that they had started in Executive Session at 5:30PM. Ms. Kavanagh read the Open Meeting Notice.

II. EXECUTIVE SESSION:

- A. Pursuant to MGL c. 30A section (a)(3)3. To discuss strategy with respect to collective bargaining of litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;
SEIU

Ms. Kavanagh stated that no action had been taken in Executive Session.

III. PLEDGE OF ALLEGIANCE:

Ms. Kavanagh invited all attendees to join in the Pledge of Allegiance.

IV. PUBLIC COMMENTS/ANNOUNCEMENTS:

Patrick Otton of East Harwich gave information about Community Rowing, where it is held and who is involved. The Harwich Conservation Trust has allowed them to store 35 boats in their bog shed. He commented on how the two nonprofits, who are serving the public, are working together.

Gerard Elias of West Harwich expressed concern about the closure of the access to Hinkley Pond. He noted that the barrier blocking off the access way was put up by the Conservation Trust for reasons that were explained to him by a Trust member. He suggested that the action may be in violation of laws in Massachusetts which he noted and he requested that the Board take action so that he and others would be able to regain access to Hinkley Pond.

November 13, 2023

Ms. Kavanagh noted that the land belongs to the Harwich Conservation Trust and not the Conservation Commission.

Michael Locke, Executive Director of the nonprofit Harwich Conservation Trust, summarized key background points regarding that property. He also noted what the Harwich Conservation Trust has done to protect that and other properties as well as why they have blocked the access noted.

Mr. Howell noted that this portion of the meeting is not designed to adjudicate any issue. He would prefer that this topic be on a future agenda when Mr. Locke is available to have a more in depth discussion.

Ms. Kavanagh noted that no votes are being taken. Mr. Elias brought up his concerns about access across land owned by HCT. This issue will be on a future agenda at Mr. Howell's request.

Glen Suder of Harwich is an abutter to the cart way just discussed. He expressed his appreciation for what the HCT has done and he gave his reasons, especially noting nighttime activity.

Mark Kelleher of West Harwich Commented on the Evergreen Cemetery, the extensive grounds and the Veteran's Day Ceremony which he called an honorable experience. He complimented the town for everything that had been done that day. He also noted that the Town Hall parking lot is dimly lit and he expressed his concerns.

Bob Brackett of Harwich gave an update on the Harwich Police Soccer Club which is a successful youth program in the community. He noted details about the program and the registration information. He noted that they use a portable street soccer pitch and that they would like a permanent location for it. He mentioned a piece of town owned property that the Soccer Club is interested in and asked the SB for guidance on who has control of the land so that they can move forward with some recreational activities.

Mr. Powers responded that the town's property card indicates that it is Town property. The card does not indicate Recreation or the School system.

Elizabeth Harder of Harwich commended Robin Kelley, Cemetery Director, on the work she had done for Veteran's Day. She also noted the lighting situation in the parking lot. Ms. Harder stated that she had submitted a draft for the Housing Committee Charge based on the SB's template.

Patrick Otton noted that he had turned in 255 signatures for a public petition to call for a special election to fill the vacancy on the Select Board.

November 13, 2023

Mr. Powers announced that on Friday, November 17th the weight room/cardio room at the Community Center and Activity room C will be closed. They will reopen on Saturday, November 18th.

Ms. Kavanagh ready the next notices, A and B.

- A. Next Select Board Meeting will be held Monday, November 20, 2023
- B. Next Office Hours with Jeff Handler will be Thursday, November 30, 2023, from 5:00 p.m. to 7:00 p.m. at 204 Sisson Road.

V. CONSENT AGENDA:

- A. Approve the Select Board Meeting Minutes for November 6, 2023
- B. Approve the appointment of Paul Doane to the Historic District and Historical Commission, term to expire 6/30/25

Mr. Handler moved to accept the Consent Agenda as presented and added that Paul Doane is a full member, seconded by Mr. Howell.

Vote 3:0 in favor. Motion carried.

VI. NEW BUSINESS:

- A. Review and approve a Conservation Restriction for Elephant Walk, 90 Squantos Path, Lot G1-1 on Assessor's Map 100

Michael Locke, Executive Director of the Harwich Conservation Trust, noted that the land spans both Harwich and Brewster. He gave an explanation of a Conservation Restriction and a detailed description of the land. Mr. Locke noted the public benefit of a Conservation Restriction and respectfully asked for the Select Board's consideration to approve this Conservation Restriction to enable HCT to move forward with the process.

Mr. Howell added that it appears in the Conservation Commission which is a town agency.

Mr. Handler moved to approve a Conservation Restriction for Elephant Walk, 90 Squantos Path, Lot G1-1 on Assessor's Map 100 as presented by Micael Locke, seconded by Mr. Howell.

Vote 3:0 in favor. Motion carried.

- B. Discussion on use of town owned property, votes may be taken

Mr. Powers noted the application process in place to use town property. He also noted a document called Rules for Use of Ballfields and Parks and read item #2 which includes an exemption. Mr. Powers explained that staff can apply that exemption to the entire rule. Further investigation revealed that Brooks Park and Gazebo is identified as Select Board land and not

November 13, 2023

under the jurisdiction of the Rec and Youth Commission. He commented that it therefore renders part of the form and process moot but something the Board could address more readily. Mr. Howell noted that, in the past a 501C3 was necessary before the application could be considered. He questioned how it happened that it changed.

Ms. Kavanagh commented that somehow it morphed into a different process and now the question is, what will the SB do about the situation and how will they move forward. She commented that they could reinforce the process that is already in place and have a future joint meeting with Rec and Youth to clarify policies.

Mr. Howell moved to reaffirm the Town's original policy.

Mr. Handler had questions regarding the Cultural Center and also the license holders who rent space at 204 Sisson Road. He also asked if it was possible for someone to rent town property for profit if this policy is in place.

In response to his questions, Ms. Kavanagh replied that the license holders had gone through the open bid process. Also, similarly to the 30B process, if someone wanted to rent for profit there would be a competitive bid process.

Mr. Powers noted that there are approximately 10 facilities which are town assets. He noted which are under the care, custody and control of the Select Board. He also commented that Rec and Youth is an appointed committee that reports to the SB and questioned if they have sovereign control over the three properties.

Mr. Handler asked questions, noting different scenarios regarding renting of property which Mr. Howell answered in detail.

Ed McManus, former SB member gave a brief history of the application process to use the park area around the gazebo and how the process has changed over the years.

Mr. Howell restated his motion for the record. He moved to continue using the initial voted policy of such permits coming through the Administrative Office to the Select Board.

Mr. Handler seconded the motion.

Vote 3:0 in favor. Motion carried.

C. Five year overview of Town of Harwich Information Technology (IT)

Sarah Eaton, Director of Information Technology was present and gave a detailed description of the status of the Town's IT and the plans for the future. The information is included in the packet.

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Mr. Howell asked a question regarding information on different fields.

Ms. Eaton responded and described the new platform and how the data will be stored and distributed.

Board members expressed their gratitude for what Ms. Eaton has done, more questions were asked and Ms. Eaton replied in detail.

Mr. Powers also expressed his gratitude to Ms. Eaton.

- D. Approve a fee waiver request from Barnstable County Sheriff's Office Sergeant Luke Carroll to waive Community Center usage fee for a Youth Academy sponsored by the Sheriff's Office, in the amount of \$180.00 (Rental for activity room for 4 days)

Dave Guillemette, Chief of the Harwich Police Department expressed his support of the request.

Casey Myers of the Barnstable Sheriff's Department was present and gave a detailed description of the Youth Academy Program.

Board members asked questions which Ms. Myers answered in detail.

Mr. Howell moved to waive the Community Center usage fee for a Youth Academy in the amount of \$180.00, seconded by Mr. Handler.

Vote 3:0 in favor. Motion carried.

VII. OLD BUSINESS:

- A. Update on ongoing project list

Mr. Powers referred to a memorandum from Meggan Eldredge, Assistant Town Administrator. He described the information contained in the memo. He also noted the number of projects presently on the list and how many have been completed or are in some stage of completion.

Mr. Handler asked that the consultant for the Charter By-law Review be placed back on the list.

Mr. Powers will put that item on an updated list.

John Chorey of Harwich commented on the Charter Review Commission and the \$75,000 for them to hire a consultant. He questioned why they had not yet received that money.

Ms. Kavanagh responded that it will be on an agenda for discussion within the next few weeks.

November 13, 2023

Mr. Powers clarified that the Town through the Select Board had allowed him to seek funding to look at the town's by-laws, general zoning and the Charter. It was never intended to support a Charter Commission.

B. Update on the status on the Intermunicipal Agreement with Cape Tech regarding 374 Main Street

Mr. Powers noted that it is the 374 Main Street Bog. He gave an update and commented that if all goes well on November 20th, he expects that Agreement to be executed.

C. Review and take action on G.L. c. 268A, Section 19 Disclosure of Non-Elected Municipal Employee of Financial Interest - Robert Doane, Community Preservation Committee

(Taken out of order) Ms. Kavanagh noted that no action is needed, the submission to CPC has been withdrawn for Phase IV of Pine Oaks.

VIII. CONTRACTS:

A. Discussion and possible vote to accept Amendment #3 of the Intermunicipal Agreement for Information Technology services between the County of Barnstable and the Town ion Harwich

Mr. Powers gave a description of the Amendment. His recommendation to the County and the Town is for the SB to extend the agreement through June 30, 2025. He also explained Change Order #1 and Change Order #5. He recommended approval of the amendment which refers to the items noted.

Mr. Handler moved to vote to accept the contract as presented, seconded by Mr. Howell.

Vote 3:0 in favor. Motion carried.

IX. TOWN ADMINISTRATOR'S REPORT:

Mr. Powers will not be attending the SB meeting next week and wished everyone a wonderful Thanksgiving.

X. SELECT BOARD'S MEMBER REPORT:

Mr. Howell commented on the Veteran's Day Ceremony and noted that it was as wonderful day and well attended.

Mr. Handler also expressed his appreciation to Robin Kelley for all she did and also thanked the Veterans.

November 13, 2023

He will have Office Hours on November 30th 5:00 p.m. to 7:00 p.m.

XI. CORRESPONDENCE:

XII. ADJOURNMENT:

Mr. Howell moved to adjourn, seconded by Mr. Handler.

Vote 3:0 in favor. Motion carried.

Meeting adjourned.

Respectfully submitted,

Judi Moldstad
Recording Secretary.

November 13, 2023

NOV 8, 2023

I, Sheila Eldredge resign as
a Treasure Chest Committee due
to my husband's recent passing, and
I will be unable to attend Monthly
Meetings.

Thank you for allowing me to serve.

Respectfully
Sheila Eldredge

This resignation is effective
immediately.

RECEIVED
TOWN CLERK
HARWICH, MA
2023 NOV - 8 P 2:55



13, 2023

This letter is to notify the
Town of Harwich & the HARC committee
that I must resign from the HARC committee.
for reasons related to complications with
my eye sight. I appreciate the opportunity
that was given, and I cannot continue in
the position at HARC

Lileen Garrity

NEW BUSINESS

**Harwich Preschool Family Support Program
Status Update: November 2023**

Context:

- Over the past three years, there were an average of 83 Kindergarten students entering Harwich Elementary School each Fall.
- The national average of children who attend preschool is 70%, therefore, approximately 58 children are expected to be attending preschool in Harwich.
- The average cost of preschool on Cape Cod is \$14,000.

Timeline

Mid-June: Project planning commenced
June 27: Draft application sent to KP Law
July 31: Application and procedures finalized, after review and revisions
August 1: Application released to public
First completed applications submitted same day
August 1-31: Completed applications received nearly every day in August (by mail, email, in person)
August 31: First applicant added to the waitlist

Budget

Total Budget: \$250,000
Funds Allocated: \$249,000

Expenditures as of November 15, 2023

Consultant	\$6,000
Application translation	\$926.25
Childcare invoices to date*	\$53,674.47
TOTAL	\$60,600.72

**Includes invoices submitted to Accounting and in process*

Applicants & Vendors:

Children enrolled: 63

- To be eligible, children had to be 3 or 4 years old on August 31, 2023. The youngest child enrolled had just turned 3 the day before the eligibility cut off began, and the oldest child in the program is now 5 years and 1 month old (they were of course 4 on August 31).
- We have an approximately equal distribution of boys and girls enrolled.

Children on waitlist: 7

- Children on the wait list were referred to other sources of assistance, including the Town's Caleb Chase Fund, the local Monomoy Early Childhood Council Tuition Assistance Scholarship, and a \$7,000 need-based grant program

Early Education Providers: 14

- Providers are located across the Lower Cape, from Harwich to Barnstable.
- Providers have anywhere from one to 15 children enrolled at their facilities.

Recommendations for FY25:

- Modify the maximum award amount in order to serve more children. Three options possible:
 - Total of \$3,000 for every recipient
 - Pros: Easily administered; should be appropriate to fund all who enroll
 - Approve an award proportionate to the amount of childcare expenses, with cap (e.g., 50% of monthly tuition up to \$300/month)
 - Pros: Distributes funds in a way that meets the needs of the community well
 - Cons: Heavier administrative burden; monthly tuition can change
 - Approve an award based on income/need
 - Pros: Most equitable distribution
 - Cons: Very heavy administrative burden; increased concerns about confidentiality
- Alternatively (or in conjunction with other recommendations), increase the total amount of the program funds to \$300,000.
- Have two people review applications before issuing approval letter (to ensure accuracy).
- Set a minimum period of time for initial application collection and review before any applications are formally approved with approval letters issued.
 - This would have provided time to assess the rate of applications coming in, allowing staff to consider a more conservative approach to awarding the funds, for example approving a smaller amount first rather than the maximum immediately.
 - Prioritizing time spent reviewing applications also increases accuracy
- Consider having a maximum award amount (e.g., \$3,000), but approving only a portion of this amount at the beginning of the school year in case there are unanticipated expenses. A letter to the parent/guardian could explain that the child is being awarded \$X at this time, and will be eligible for another award of up to \$X later in the year if funds are still available.
- Consider whether there should be a policy for a child who has one parent in Harwich and another parent who lives in a nearby town that also has its own preschool grant program.



Town of Harwich

Harwich Community Center • 100 Oak Street • Harwich, MA 02645

Tel: 508-430-7550 • Fax: 508-430-7530

Preschool Family Support Grant Program

Application for FY 2024

The Harwich Preschool Family Support Grant Program, funded by the 2023 Annual Town Meeting, is intended to make preschool in the Town more affordable for all Town residents, regardless of income. Each eligible child will receive a grant of no more than \$4,000/year, subject to certain limitations, which funds shall be paid directly to a licensed preschool or day care provider.

For purposes of this program, an eligible applicant is a Harwich resident who is the parent or legal guardian of a child who will, on or before August 31, 2023, be 3 or 4 years old.

Where this form requests government assistance, it will be kept confidential to the extent permitted by law.

A. Parent or Guardian Information

1. Name of Parent(s) or Guardian(s):

2. Residential Address: _____

Town/City: _____ State: _____ Zip _____ Rental Home? Yes No

3. Mailing address (if different): _____

Town/City: _____ State: _____ Zip _____ Rental Home? Yes No

4. Phone: _____ Mobile? Yes No

5. E-mail: _____ Private? Yes No

B. Participant Information

1. Name of Child: _____ Date of Birth: _____

2. Name of Eligible Sibling _____ Date of Birth _____

C. Provider Information

1. Name of licensed preschool/child care provider where child is enrolled:

2. License #: _____

3. Licensed Provider Address:

Town/City: _____ State: _____ Zip: _____

4. Licensed Provider Contact Information:

Name: _____

Phone: _____

E-mail: _____

5. Use of Licensed Provider: _____ hours per day; _____ days per week.

D. MA State Voucher Information

1. Is your child's tuition paid with a MA State Voucher? Yes No

To check income eligibility for MA State Early Education and Care Childcare Voucher, visit the following link:

<https://www.mass.gov/guides/early-education-and-care-financial-assistance-for-families#-eligibility-requirements->

2. If yes:

a. MA Childcare Voucher Parent Monthly Parent/Guardian Co-Pay \$ _____

b. MA Childcare Voucher Parent Identification Number: _____

Yes, I would like to have a confidential conversation about how to access licensed child care, food, diapers, clothing, books and educational supplies, affordable housing, fuel assistance, free family playgroups, support groups and parent education.

E. Additional Required Documentation

See Page 4.

I, _____, hereby swear and confirm, under the penalties of perjury, that all the information provided above is true and accurate, and, further, that:

1. *The public funds grant funds requested are for uses consistent with the Preschool Family Support Grant program only, and that requesting such funds if I am not eligible, or using such funds in a manner inconsistent with the program, may expose me to enforcement action by the Town or other appropriate authority and could also impact eligibility for other state or local grants;*
2. *I am a full-time resident of the Town of Harwich;*
3. *I am the parent or legal guardian of the child(ren) named above;*
4. *I am using a licensed provider for preschool or childcare purposes;*
5. *I am required to and will notify the Town forthwith if the number of hours per day or days per week that I use the licensed provider changes or if the use terminates altogether;*
6. *I expressly and without limitation confirm my understanding that the Preschool Family Support Grant for which I am applying will not be paid to me directly, at any time, and will, instead, be paid directly to the licensed preschool or childcare provider.*

Signature of Parent or Guardian

Date

SEE NEXT PAGE

REQUIRED DOCUMENTATION FOR HARWICH FAMILY SUPPORT GRANT APPLICATION:

- Signed and completed application form, **and**
- Copy of Parent/Legal Guardian's Photo ID, **and**
- Copy of Child's Birth Certificate **OR** Child's Valid Passport, **and**

*Please also include a copy of **one** of these documents (please do not send the original document):*

- Harwich Real Estate Tax bill for the current year in the name of the parent/guardian, **or**
- Lease for Harwich property in the name of parent/guardian, **or**
- Utility Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Excise Tax Bill for the current year in parent/guardian's name at a Harwich address, **or**
- Auto Insurance Policy for the current year in parent/guardian's name, with a Harwich garaging address, **or**
- MassHealth Correspondence in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Bank Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Credit Card Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Cell Phone Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Pay Stub in parent/guardian's name with Harwich address, dated within the last sixty (60) days

If applicable:

- Copy of your child's MA State Childcare Voucher with Family Identification number and the parent/guardian monthly co-pay amount

Town of Harwich Preschool Family Support Grant Program Program Information

The Town of Harwich Preschool Family Support Grant Program is available to all Harwich residents as follows:

- The Program provides tuition payments to a licensed preschool/child care provider of the parent's or guardian's choice in any Cape Cod town up to a maximum of \$4,000 for the school year (September 1, 2023 – June 30, 2024, not to include summer camp programs). Awards are available until all funds have been disbursed (for approximately 59 children).
- For the purposes of this program, an eligible applicant is a Harwich resident who is the parent or legal guardian of a child who will, on or before August 31, 2023, be three (3) or four (4) years old. Children who turn 3 years old after this date will need to wait until the following August to become eligible.
- Each eligible child will receive a grant of no more than \$4,000 per year, subject to certain limitations, which funds shall be paid directly to a licensed preschool or day care provider.
- Parents with a Massachusetts state childcare voucher are eligible for payment of their monthly co-payments with town funds, up to the maximum allowable \$4,000.
- Harwich children enrolled in the (free) Monomoy Integrated Preschool Program are eligible for tuition payment to licensed programs providing "wrap-around care", before or after Monomoy School District Integrated Preschool AM or PM programs and on Wednesdays when school is not in session.
- Providers must file a New Vendor Information Form and W-9 Form with the town to be eligible to receive monthly payments, paid by the Town of Harwich.
- Providers must submit monthly invoices to receive payment, with invoices sent at the end of the month being billed for (as the town accounting procedures do not allow for prepayment of any services, including tuition or childcare). Invoices should be submitted to the program's Project Manager, Julie Witas, at jwitas@harwich-ma.gov.
- Information collected for the application and program will be kept confidential to the extent permitted by law. All paper forms and documents will be scanned and saved electronically into a secure database, then returned by mail to the applicant. Files are accessible only to staff directly involved in the program's administration, and information is held in confidence.

Applications received on or before September 1, 2023 which include all required (correct) documentation will be eligible for September tuition payments. September tuition invoices must be submitted by the licensed child care provider on or after September 29, 2023.

Thereafter, applications will be accepted on a rolling basis. Applications received on or before the 15th of the month will be eligible for vendor billing/payment at the end of the following month, until the \$4,000 per child is spent.

Families are encouraged (but not required) to spread out their grant to receive 10 monthly payments of \$400 per month, September through June unless otherwise discussed.

(continued next page)

To apply for the program, please submit:

- Completed and signed application
- Copy of child's birth certificate OR child's valid passport
- Copy of parent's or guardian's photo identification

Please also include a copy of **one** of these documents (please do not send the original):

- Harwich Real Estate Tax bill in name of parent/guardian, **or**
- Lease for Harwich property in name of the parent/guardian, **or**
- Utility Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Excise Tax Bill for the current year in parent/guardian's name at a Harwich address, **or**
- Auto Insurance Policy for current year, in parent/guardian's name with a Harwich garaging address, **or**
- MassHealth Correspondence in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Bank Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Credit Card Statement in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Cell Phone Bill in parent/guardian's name at a Harwich address, dated within the last sixty (60) days, **or**
- Pay Stub in parent/guardian's name with a Harwich address, dated within the last sixty (60) days

If applicable, also include:

- A copy of the child's MA State Childcare voucher with Family Identification Number and monthly parent/guardian co-payment amount.

Please call or email with any questions:

Lucy Gilmore, Family Resource Coordinator
Monomoy Early Childhood Family Resource Center
lgilmore@monomoy.edu • 508-430-7216 x3044

Julie Witas, Project Manager
Director, Harwich Council on Aging
jwitas@harwich-ma.gov • 508-430-7550

To submit applications:

Electronically scanned applications and supporting documents may be emailed to:
HarwichPreschoolFund@gmail.com

Paper copies of applications and supporting documents can be dropped off to:
Julie Witas, Harwich Council on Aging, Community Center, 100 Oak Street, Harwich

Applications and supporting documents can also be mailed to:

Lucy Gilmore
Monomoy Early Childhood Family Resource Center
Harwich Elementary School
263 South St.
Harwich, MA 02645



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 00015-CL-0506

Municipality: HARWICH

License Name : Allen Harbor Yacht Club Inc

License Class: Annual

DBA :

License Type: Club

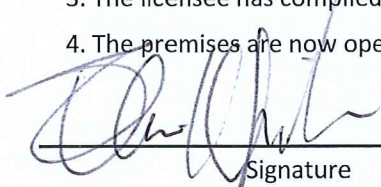
Premise Address: 371 Lower County Road Harwich, MA
02646

License Category: All Alcoholic Beverages

Manager: Elaine Pekarcik

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

Elaine K. Pekarcik
Printed Name

November, 1ST, 2023
Club General Manager
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 04692-RS-0506

Municipality: HARWICH

License Name : Blue Stripe LLC

License Class: Annual

DBA : Cape Sea Grille

License Type: Restaurant

Premise Address: 31 Sea Street Harwich Port, MA 02646

License Category: All Alcoholic Beverages

Manager: Jennifer R. Ramler

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

November, 1, 2023

Printed Name

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 03964-RS-0506

Municipality: HARWICH

License Name : BLM Restaurant Group Inc

License Class: Annual

DBA : Lanyard Bar And Grill

License Type: Restaurant

Premise Address: 429 Route 28 Harwich Port, MA 02646

License Category: All Alcoholic Beverages

Manager: Benjamin Anthony Porter

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Benjamin A. Porter
Signature

November, 2nd/2023

Benjamin A. Porter
Printed Name

owner/operator
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2024
Retail License Renewal**

License Number: 00016-RS-0506

Municipality: HARWICH

License Name : Brax Restaurant Management Inc

License Class: Annual

DBA : Brax Landing

License Type: Restaurant

Premise Address: 705 Main Street Harwich, MA 02646

License Category: All Alcoholic Beverages

Manager: Jeffrey Gomes

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

JEFFREY S. GOMES

Printed Name

November, 11/23

owner/prop

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 06269-GP-0506

Municipality: HARWICH

License Name : Cape Roots Market & Cafe LLC

License Class: Annual

DBA : Cape Roots Market & Cafe

License Type: General On-Premises

Premise Address: 557 Route 28 101 Harwich, MA 02646

License Category: Wines and Malt

Manager: Gabriel Leidner

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Gabriel Leidner

Printed Name

November, 6, 2023

owner

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 00033-RS-0506

Municipality: HARWICH

License Name : Four Hundred East Inc

License Class: Annual

DBA :

License Type: Restaurant

Premise Address: 1421 Orleans Road Harwich, MA 02645

License Category: All Alcoholic Beverages

Manager: Gail O Sluis

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Gail O Sluis
Signature

Gail O. SLUIS
Printed Name

November, 1 2023

President
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 00086-HT-0506

Municipality: HARWICH

License Name : Harwich Port Seafare Inc

License Class: Annual

DBA : Harwich Port Seafarer

License Type: Hotel/Innkeeper

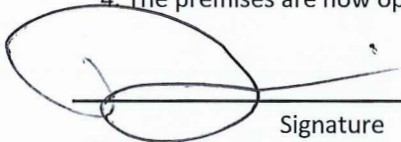
Premise Address: 86 Sisson Road Harwich, MA 02110

License Category: All Alcoholic Beverages

Manager: Damien Wiseman

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature

Damien Wiseman
Printed Name

November, 2nd 2023
General Manager
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number:	00061-RS-0506	Municipality:	HARWICH
License Name :	Hot Stove Inc	License Class:	Annual
DBA :	Hot Stove Saloon	License Type:	Restaurant
Premise Address:	551 Route 28 Harwich, MA 02646	License Category:	All Alcoholic Beverages
Manager:	Gabriel Leidner		

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Gabriel Leidner

Printed Name

November,

1ST, 2023

owner

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2024
Retail License Renewal**

License Number: 00057-RS-0506	Municipality: HARWICH
License Name : Morningstar Restaurant Inc	License Class: Annual
DBA : Villa Roma	License Type: Restaurant
Premise Address: 278 Route 28 Harwich, MA 02671	License Category: All Alcoholic Beverages
Manager: Douglas R Morrissey	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

DOUGLAS R. MORRISSEY

Printed Name

November, 11-5-2023

MANAGER

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 07580-RS-0506

Municipality: HARWICH

License Name : RED RIVER BARBECUE LLC

License Class: Annual

DBA :

License Type: Restaurant

Premise Address: 787 Route 28 Harwich, MA 02646

License Category: All Alcoholic Beverages

Manager: Jeremiah Reardon

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

November, 14th 2023

Printed Name

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 00065-RS-0506

Municipality: HARWICH

License Name : Shooting Star Realty LLC

License Class: Annual

DBA : Bucas Restaurant

License Type: Restaurant

Premise Address: 4 Depot Road Harwich, MA 02661

License Category: All Alcoholic Beverages

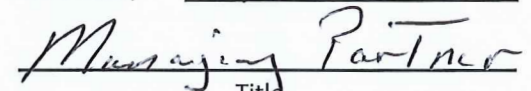
Manager: Robert J Chiappetta

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature


Printed Name

November, 1, 2023

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 00068-RS-0506

Municipality: HARWICH

License Name : Spyridon And Aglaia Christakis

License Class: Annual

DBA : Georges Pizza House

License Type: Restaurant

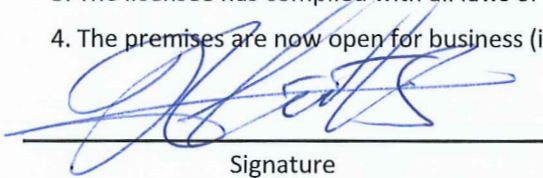
Premise Address: 564 Route 28 Harwich, MA 02646

License Category: Wines and Malt

Manager: Spyridon Christakis

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

JOHN CHRISTAKIS
Printed Name

November, 10/01/23
MANAGER/OWNER
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2024
Retail License Renewal**

License Number: 89037-PK-0506	Municipality: HARWICH
License Name : ATJX INC	License Class: Annual
DBA : Moonshine Liquors	License Type: Package Store
Premise Address: 4 Great Western Road Harwich, MA 02645	License Category: All Alcoholic Beverages
Manager: Alexander Christos Jamoulis	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Timothy Jamoulis

Printed Name

November, 4, 2023

Treasurer

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2024
Retail License Renewal

License Number: 00083-PK-0506

Municipality: HARWICH

License Name : Maulik Corp

License Class: Annual

DBA : Value Mart

License Type: Package Store

Premise Address: 435 Route 28 Harwich, MA 02646

License Category: Wines and Malt

Manager: Bahecharbhai Patel

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Bahechar Bhai Patel

Printed Name

November, 1/2023

owner

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.



Jean M. Lorizio, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358**

**2024
Retail License Renewal**

License Number: 88849-PK-0506	Municipality: HARWICH
License Name : Portside Liquors III Inc.	License Class: Annual
DBA : Portside Liquors	License Type: Package Store
Premise Address: 1421 Route 39 Harwich, MA 02645	License Category: All Alcoholic Beverages
Manager: George R. Metri	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

George R. Metri
Printed Name

November, 11-10-2023

Director / owner
Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.

OLD BUSINESS

**INFORMATION TECHNOLOGY DEPARTMENT
EXPENDITURE BUDGET FY 2024**

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
SALARIES & WAGES	94,408	0	94,408	32,798.14	0.00	61,610	34.70
SICK LEAVE BONUS PER CONTRACT	350	0	350	0.00	0.00	350	0.00
Total Salaries and Wages	94,758	0	94,758	32,798.14	0.00	61,960	34.60
SUPPORT SERVICES/TRAINING	259,011	0	259,011	118,394.53	25,189.06	115,427	55.40
MUNIS	89,250	0	89,250	82,351.28	0.00	6,899	92.30
TELEPHONE	46,690	0	46,690	9,262.30	0.00	37,428	19.80
INTERNET/COMMUNICATIONS	13,600	0	13,600	6,851.25	0.00	6,749	50.40
OFFICE SUPPLIES	500	0	500	0.00	0.00	500	0.00
HARDWARE/SOFTWARE/OFFICE	60,196	0	60,196	23,483.27	0.00	36,713	39.00
PRINTER SUPPLIES	5,000	0	5,000	707.04	0.00	4,293	14.10
Total Expenses	474,247	0	474,247	241,049.67	25,189.06	208,008	56.10
ATM 23 #16-5 TECHNOLOGY REINVE	0	387,000	387,000	63,274.74	17,103.87	306,621	20.80
Total Articles	0	387,000	387,000	63,274.74	17,103.87	306,621	20.80
ENCUMBERED EXPENSE	0	3,728	3,728	3,342.63	128.55	257	93.10
Total Encumbrances	0	3,728	3,728	3,342.63	128.55	257	93.10
Grand Total	569,005	390,728	959,733	340,465.18	42,421.48	576,847	39.90

**INFORMATION TECHNOLOGY DEPARTMENT
EXPENDITURE BUDGET FY 2023**

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
SALARIES & WAGES	91,590	609	92,199	75,866.28	0.00	16,333	82.30
SICK LEAVE BONUS PER CONTRACT	350	0	350	0.00	0.00	350	0.00
Total Salaries and Wages	91,940	609	92,549	75,866.28	0.00	16,683	82.00
SUPPORT SERVICES/TRAINING	235,100	4,977	240,077	184,913.54	19,760.06	35,403	85.30
MUNIS	85,000	0	85,000	93,294.87	0.00	-8,295	109.80 *
TELEPHONE	45,000	0	45,000	36,467.47	0.00	8,533	81.00
INTERNET/COMMUNICATIONS	12,000	0	12,000	3,042.08	0.00	8,958	25.40
OFFICE SUPPLIES	500	0	500	61.64	0.00	438	12.30
HARDWARE/SOFTWARE/OFFICE	56,900	4,752	61,652	58,187.74	0.00	3,465	94.40
PRINTER SUPPLIES	5,000	0	5,000	4,381.55	0.00	618	87.60
Total Expenses	439,500	9,729	449,229	380,348.89	19,760.06	49,121	89.10
Grand Total	531,440	10,338	541,778	456,215.17	19,760.06	65,803	87.90

**INFORMATION TECHNOLOGY DEPARTMENT
EXPENDITURE BUDGET FY 2022**

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
SALARIES & WAGES	103,503	0	103,503	55,410.16	0.00	48,093	53.50	
LONGEVITY	7,245	0	7,245	7,245.21	0.00	0	100.00	
SICK LEAVE BUY-BACK@RETIREMENT	0	0	0	16,853.97	0.00	-16,854	100.00	*
SICK LEAVE BONUS PER CONTRACT	350	0	350	0.00	0.00	350	0.00	
Total Salaries and Wages	111,098	0	111,098	79,509.34	0.00	31,589	71.60	*
SUPPORT SERVICES/TRAINING	96,423	0	96,423	103,361.41	0.00	-6,938	107.20	*
MUNIS	78,299	0	78,299	88,627.60	0.00	-10,329	113.20	*
TELEPHONE	39,812	0	39,812	39,349.27	0.00	463	98.80	
INTERNET/COMMUNICATIONS	10,807	0	10,807	11,869.78	0.00	-1,063	109.80	*
OFFICE SUPPLIES	300	0	300	41.44	0.00	259	13.80	
HARDWARE/SOFTWARE/OFFICE	45,000	0	45,000	6,311.00	0.00	38,689	14.00	
PRINTER SUPPLIES	3,500	0	3,500	4,090.53	0.00	-591	116.90	*
Total Expenses	274,141	0	274,141	253,651.03	0.00	20,490	92.50	
ENCUMBERED EXPENSE	0	68,679	68,679	66,795.54	0.00	1,884	97.30	
Total Encumbrances	0	68,679	68,679	66,795.54	0.00	1,884	97.30	
Grand Total	385,240	68,679	453,919	399,955.91	0.00	53,963	88.10	

INFORMATION TECHNOLOGY DEPARTMENT

EXPENDITURE BUDGET FY 2021

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDG	% USED	
SALARIES & WAGES	103,503	0	103,503	103,503.19	0.00	0	100.00	*
LONGEVITY	7,245	0	7,245	7,245.21	0.00	0	100.00	
SICK LEAVE BONUS PER CONTRACT	350	0	350	0.00	0.00	350	0.00	
Total Salaries and Wages	111,098	0	111,098	110,748.40	0.00	350	99.70	
OTHER PROFESSIONAL/TECH SVC	20,000	0	20,000	0.00	0.00	20,000	0.00	
SUPPORT SERVICES/TRAINING	39,386	0	39,386	91,152.91	0.00	-51,767	231.40	*
MUNIS	76,100	0	76,100	78,485.80	0.00	-2,386	103.10	*
TELEPHONE	39,352	0	39,352	40,560.50	0.00	-1,209	103.10	*
INTERNET/COMMUNICATIONS	10,057	0	10,057	7,225.78	0.00	2,831	71.80	
OFFICE SUPPLIES	300	0	300	193.30	0.00	107	64.40	
HARDWARE/SOFTWARE/OFFICE	87,555	0	87,555	7,345.63	0.00	80,210	8.40	
PRINTER SUPPLIES	3,500	0	3,500	4,086.52	0.00	-587	116.80	*
Total Expenses	276,250	0	276,250	229,050.44	0.00	47,200	82.90	
ENCUMBERED EXPENSE	0	80,013	80,013	11,626.97	0.00	68,386	14.50	
Total Encumbrances	0	80,013	80,013	11,626.97	0.00	68,386	14.50	
Grand Total	387,349	80,013	467,362	351,425.81	0.00	115,936	75.20	

**INFORMATION TECHNOLOGY DEPARTMENT
EXPENDITURE BUDGET FY 2020**

ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
SALARIES & WAGES	101,274	0	101,274	101,474.17	0.00	-200	100.20 *
LONGEVITY	6,769	0	6,769	7,103.18	0.00	-334	104.90 *
SICK LEAVE BONUS PER CONTRACT	350	0	350	0.00	0.00	350	0.00
ENHANCEMENT OF SERVICES	69,840	0	69,840	0.00	0.00	69,840	0.00
Total Salaries and Wages	178,233	0	178,233	108,577.35	0.00	69,656	60.90 *
OTHER PROFESSIONAL/TECH SVC	19,500	0	19,500	22,602.79	0.00	-3,103	115.90 *
SUPPORT SERVICES/TRAINING	36,410	0	36,410	35,552.80	0.00	858	97.60
MUNIS	75,701	0	75,701	73,746.84	0.00	1,955	97.40
TELEPHONE	39,484	0	39,484	38,654.01	0.00	830	97.90
INTERNET/COMMUNICATIONS	6,786	0	6,786	7,184.21	0.00	-398	105.90 *
OFFICE SUPPLIES	300	0	300	338.81	0.00	-39	112.90 *
HARDWARE/SOFTWARE/OFFICE	93,000	0	93,000	22,803.15	0.00	70,197	24.50
PRINTER SUPPLIES	3,500	0	3,500	1,193.23	0.00	2,307	34.10
Total Expenses	274,682	0	274,682	202,075.84	0.00	72,606	73.60
EXPAND MUNIS SYST APPLICATION	0	3,120	3,120	3,120.12	0.00	0	100.00
Total Articles	0	3,120	3,120	3,120.12	0.00	0	100.00
ENCUMBERED EXPENSE	0	42,533	42,533	419.88	0.00	42,113	1.00
Total Encumbrances	0	42,533	42,533	419.88	0.00	42,113	1.00
Grand Total	452,915	45,653	498,568	314,193.19	0.00	184,375	63.00

**INFORMATION TECHNOLOGY DEPARTMENT
EXPENDITURES FOUR YEAR ANALYSIS FY2020-FY2023**

ACCOUNT DESCRIPTION	YTD EXPENDED FY20	YTD EXPENDED FY21	CHANGE FROM FY20 TO FY21	YTD EXPENDED FY22	CHANGE FROM FY22 TO FY 21	YTD EXPENDED FY23	CHANGE FROM FY23 TO FY22
SALARIES & WAGES	101,474.17	103,503.19	2.00%	55,410.16	-46%	75,866.28	37%
LONGEVITY	7,103.18	7,245.21	2.00%	7,245.21	0%	0.00	-100%
SICK LEAVE BONUS PER CONTRACT	0.00	0.00	0.00%	0.00	0%	0.00	0%
SICK LEAVE BUY-BACK @ RETIREMENT	0.00	0.00	0.00%	16,853.97	100%	0.00	-100%
SALARIES & WAGES SUBTOTAL	108,577.35	110,748.40		79,509.34		75,866.28	
ENHANCEMENT OF SERVICES	0.00	0.00	0.00%	0.00	0%	0.00	0%
OTHER PROFESSIONAL SERVICES/TRAINING	22,602.79	0.00	-100.00%	0.00	0%	0.00	0%
SUPPORT SERVICES/TRAINING	35,552.80	91,152.91	156.39%	103,361.41	13%	184,913.54	79%
MUNIS	73,746.84	78,485.80	6.43%	88,627.60	13%	93,294.87	5%
TELEPHONE	38,654.01	40,560.50	4.93%	39,349.27	-3%	36,467.47	-7%
INTERNET/COMMUNICATIONS	7,184.21	7,225.78	0.58%	11,869.78	64%	3,042.08	-74%
OFFICE SUPPLIES	338.81	193.30	-42.95%	41.44	-79%	61.64	49%
HARDWARE/SOFTWARE/OFFICE	22,803.15	7,345.63	-67.79%	6,311	-14%	58,187.74	822%
PRINTER SUPPLIES	1,193.23	4,086.52	242.48%	4,090.53	0%	4,381.55	7%
OPERATING EXPENSES SUBTOTAL	202,075.84	229,050.44		253,651.03		380,348.89	
EXPAND MUNIS SYST APPLICATION	3120.12	0.00		0.00		0.00	
ATM 23 #16-5 TECHNOLOGY REINVE	0.00	0.00		0.00		0.00	
Grand Total	313,773.31	339,798.84		333,160.37		456,215.17	

Information Technology- Support Services Training Account Detail FY 2021		
AMOUNT	VDR NAME/ITEM DESC	COMMENTS
25,621.55	ACCELA, INC.	Q-21444; Renewal 2/27/21 - 2/2
25,621.55	ACCELA, INC. Total	
953.16	APP RIVER, LLC	Account # C84143-1
953.16	APP RIVER, LLC	Account #: C84143-1
953.16	APP RIVER, LLC	Town of Harwich - C84143-1
953.16	APP RIVER, LLC	C84143-1
3,812.64	APP RIVER, LLC Total	
155.94	ELAN FINANCIAL SERVICES	JANUARY PURCHASE CARD STATEMEN
400.00	ELAN FINANCIAL SERVICES	JANUARY PURCHASE CARD STATEMEN
159.98	ELAN FINANCIAL SERVICES	MARCH PURCHASE CARD STATEMENT
209.95	ELAN FINANCIAL SERVICES	MAY P-CARD STATEMENT
199.95	ELAN FINANCIAL SERVICES	MAY P-CARD STATEMENT
1,125.82	ELAN FINANCIAL SERVICES Total	
127.37	FOSTER BANFORD	DropBox Account for Selectmen
399.98	FOSTER BANFORD	Standard UCC SSL Certificate
739.98	FOSTER BANFORD	Standard Wildcard SSL Renewal
1,267.33	FOSTER BANFORD Total	
3,803.00	HUB TECHNICAL SERVICES, LLC.	OCT IT SUPPORT SERVICES FY21
3,913.00	HUB TECHNICAL SERVICES, LLC.	JULY IT SUPPORT SERVICES FY21
3,913.00	HUB TECHNICAL SERVICES, LLC.	AUG IT SUPPORT SERVICES FY21
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21 MAY
3,803.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21 APRIL
3,803.00	HUB TECHNICAL SERVICES, LLC.	Town of Harwich - May Monthly
3,803.00	HUB TECHNICAL SERVICES, LLC.	Town of Harwich - April Monthl
-3,803.00	HUB TECHNICAL SERVICES, LLC.	Town of Harwich - May Mont
-3,803.00	HUB TECHNICAL SERVICES, LLC.	Town of Harwich - April Mo
4,857.00	HUB TECHNICAL SERVICES, LLC.	IT SUPPORT SERVICES FY21
46,910.00	HUB TECHNICAL SERVICES, LLC. Total	
930.00	PAUL S. KAPINOS & ASSOCIATES	TOWN OF HARWICH
930.00	PAUL S. KAPINOS & ASSOCIATES Total	
3,669.99	RS MEANS CO INC	00423155 - Town of Harwich
3,669.99	RS MEANS CO INC Total	
6,000.00	TYLER TECHNOLOGIES, INC.	1200 PACE 10 TRAINING 5/1/21-4
6,000.00	TYLER TECHNOLOGIES, INC. Total	
80.50	VERIZON WIRELESS	681454887-00002
119.97	VERIZON WIRELESS	681454887-00001
119.97	VERIZON WIRELESS	681454887-00001
80.50	VERIZON WIRELESS	681454887-00002
119.97	VERIZON WIRELESS	681454887-00001
80.50	VERIZON WIRELESS	681454887-00002
119.97	VERIZON WIRELESS	681454887-00001
80.50	VERIZON WIRELESS	681454887-00002
119.97	VERIZON WIRELESS	681454887-00001
80.50	VERIZON WIRELESS	681454887-00002
80.50	VERIZON WIRELESS	681454887-00002
119.97	VERIZON WIRELESS	681454887-00001
45.00	VERIZON WIRELESS	681454887-00001
-52.71	VERIZON WIRELESS	681454887-00001 ADJUSTMENT INV
60.00	VERIZON WIRELESS	681454887-00002
45.00	VERIZON WIRELESS	681454887-00001
45.00	VERIZON WIRELESS	681454887-00001
60.00	VERIZON WIRELESS	681454887-00002
60.00	VERIZON WIRELESS	681454887-00002
45.00	VERIZON WIRELESS	681454887-00001
45.00	VERIZON WIRELESS	681454887-00001
1,755.58	VERIZON WIRELESS Total	
91,152.91	Grand Total	

HARWICH CODE

CHAPTER 7. APPOINTED TOWN AGENCIES Section 1. Advertising of Vacancies and Appointing Town Agencies 7-1-1 To ensure a diverse citizen representation on all appointed town agencies, the board of selectmen shall make a concerted effort to seek out qualified persons from the town when filling vacancies, and year-round Harwich residents shall be given preference for appointment to any town agency. 7-1-2 To further promote a maximum level of qualified, active, and interested citizen participation on appointed town agencies, the board of selectmen shall advertise all vacancies and impending appointments. This advertising shall enumerate the vacancies that are to be filled and shall solicit the submission of a citizen activity record form from persons willing and able to serve. The advertisements shall be posted in a manner consistent with open meeting law postings (including on the Town's web site) and may be published in a newspaper of general circulation in the town. Vacancies shall remain posted/advertised a minimum of two weeks prior to an appointment by the board of selectmen. [Amended 5-1-2017 ATM by Art. 3813] 7-1-3 The board of selectmen shall give careful consideration to statutory, regulatory and bylaw requirements for appointments to town agencies and shall consider any specific recommendations from the chairman of an agency when filling vacancies. 7-1-4 Before making appointments to the finance committee, the moderator shall also make an effort to seek out qualified persons to serve and shall cause a notice to be published 13 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. C:14 Supp 14, May 2022 CHARTER enumerating the vacancies to be filled and setting forth the location, time and date when the moderator will be available to interview persons willing and able to serve. The advertising of vacancies on the finance committee shall also be published in a newspaper of general circulation in the town and shall be made once a week for a minimum of 2 weeks after a vacancy arises. Section 2. General Provisions 7-2-1 Town agencies established by or continued under this chapter shall possess and exercise all powers given to them under the constitution and Laws of the commonwealth and shall have and exercise such additional powers and duties as may be authorized by this charter, by-law, or vote of the town meeting. 7-2-2 All town agencies shall; a) organize annually at the first meeting after the beginning of the town's fiscal year (July 1 - June 30); b) elect a chair, a vice-chair and a clerk; c) adopt rules of procedure and voting; d) maintain minutes and records of attendance, copies of which shall be a public record and regularly filed with the town clerk; and e) nominate prospective employees of their choice, who shall be considered for appointment by the town administrator, as provided in clause 4-4-2. [Amended 5-1-2017 ATM by Art. 3814] 7-2-3 All town agencies shall meet with the board of selectmen at least once in each year. 7-2-4 All town agencies shall conduct their meetings under the open meeting provisions of the Open Meeting Law. 7-2-5 Members of town agencies established or continued under this chapter may receive such compensation for their services as may be authorized by the town meeting, unless prohibited by the General Laws of the commonwealth. During the term for which a member is appointed and for 1 year following expiration of that term, no member of any appointed town agencies shall be eligible to accept a paid position in that agency. 7-2-6 Any person duly appointed to a town agency shall take up the duties of that office immediately upon taking the oath of office. 7-2-7 The unexcused absence, without good cause, of a member from 4 or more consecutive meetings of a town agency shall serve to vacate the office. When a vacancy has been created, it shall be filled in accordance with general law and this charter. It is expected that committee members will attend at least 75 per cent of scheduled meetings. 7-2-8 Except as otherwise provided by the laws of the commonwealth of Massachusetts or elsewhere in

this charter, a quorum of any town agency established or continued under this charter shall consist of a majority of the members required to be appointed to that town agency. 7-2-9 Actions of all appointed Boards, Committees and Commissions shall be governed by this charter and Massachusetts General Laws. 14 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. C:15 Supp 14, May 2022 HARWICH CODE Section 3. Change in Composition of Appointed Town Agencies 7-3-1 The town meeting may, by by-law, enlarge or decrease the number of persons to serve as members of appointed town agencies established or continued under this charter but all town agencies shall consist of an odd number of voting members. Section 4. Board of Health 7-4-1 A board of health of up to five members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's bylaws for 3-year overlapping terms. One member, at least, shall be a doctor of medicine, or a person with significant experience in public health. [Amended 5-1-2017 ATM by Art. 3815] 7-4-2 A health director shall be appointed by the town administrator, as provided in clause 4-4- 1. The health director shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the board of health. Section 5. Planning Board 7-5-1 A planning board of not less than 5 nor more than 9 members and 2 alternate members shall be appointed by the board of selectmen for 3-year overlapping terms in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws. [Amended 5-1-2017 ATM by Art. 3816] 7-5-2 The planning board shall make recommendations to the town administrator and to the board of selectmen on all matters concerning the physical, economic, and environmental development of the town. 7-5-3 The planning board shall be responsible for the development and periodic updating of a master plan or portions of it. A summary of the plan shall be submitted to the town meeting, which shall act on it, with or without amendments. 7-5-4 After the summary has been acted on by the town meeting, the planning board shall use the plan in making zoning and other recommendations to the town meeting. The board shall report annually on the status of the master plan. 7-5-5 Whenever the planning board recommends proposed amendments to the zoning by-law, it shall provide explanations of its recommendations to the town meeting. Section 6. Board of Assessors 15 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 16 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. C:16 Supp 14, May 2022 CHARTER 7-6-1 A board of assessors consisting of one, three, five, seven, or nine members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. One member, at least, shall be professionally qualified for the duties of the office. [Amended 5-1-2017 ATM by Art. 3817]` 7-6-2 The deputy assessor shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the board of assessors. Section 7. Conservation Commission 7-7-1 A conservation commission of not less than 3 nor more than 7 members and 2 alternate members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 3818] 7-7-2 The conservation administrator shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the conservation commission. Section 8. Council on Aging 7-8-1 A council on aging shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 3819] 7-8-2 The director of the council on aging shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the council on aging. Section 9. Historic District

and Historical Commission [Amended 5-6-2008 STM by Art. 9, approved 5-19-2009] 7-9-1 A historic district and historical commission consisting of not less than 3 nor more than 7 members and 5 alternates shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 3820] 7-9-2 Historic District and Historical Commission established under this section shall exercise all powers and responsibilities given to Historic Commissions and Historic District 17 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 18 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 19 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 20 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. C:17 Supp 14, May 2022 HARWICH CODE Commissions under the Constitution and Laws of the Commonwealth, this Charter, town bylaw, or vote of Town Meeting. Section 10. Recreation and Youth Commission 7-10-1 A recreation and youth commission shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 3821] 7-10-2 The commission shall develop and carry out programs designed to meet the opportunities, challenges and problems of youth in the town of Harwich. It shall be responsible for the development of comprehensive, year-round, indoor and outdoor recreation programs and policies including management of beach and pond activities and properties. These policies and programs shall be designed to meet the recreational needs of children, youth, adults and the elderly. 7-10-3 The policies adopted by the commission shall be administered by the director of youth and recreation who shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the commission. Section 11. Cultural Council 7-11-1 A cultural council of not less than 5 members nor more than 22 members shall be appointed by the board of selectmen for 3-year overlapping terms in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws in accordance with the General Laws of the Commonwealth of Massachusetts. Members shall not be eligible to serve more than 2 consecutive terms. [Amended 5-1-2017 ATM by Art. 3822] Section 12. Zoning Board of Appeals 7-12-1 A zoning board of appeals of not less than 3 members nor more than 5 members and 5 associate members shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 3823] Section 13. Golf Committee 7-13-1 A golf committee shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 3824] 21 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 22 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 23 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 24 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. C:18 Supp 14, May 2022 CHARTER 7-13-2 The committee shall recommend governing policies relating to the maintenance and operation of the municipal golf course for consideration by the board of selectmen. [Amended 5-1-2017 ATM by Art. 3825] 7-13-3 The director of golf operations, or employee having the general powers of supervision of the golf course shall be under the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the golf committee. Section 14. Waterways Committee 7-14-1 waterways committee shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms and shall be advisory to that board. [Amended 5-1-2017 ATM by Art. 3826] 7-14-2 The waterways committee shall be responsible for the development of regulations for all waterways and water

dependent structures including marine ramps, docks, piers, moorings, and aquaculture. [Amended 5-2-2016 ATM by Art. 5027] 7-14-3 The harbor master shall administer the policies adopted by the board of selectmen and shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the waterways committee. Section 15. Cemetery Commission 7-15-1 A cemetery commission shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's by-laws for 3-year overlapping terms. [Amended 5-1-2017 ATM by Art. 3828] 7-15-2 The commission shall be responsible for the administration of cemetery funds, and shall develop policies for the management of town-owned cemetery properties. 7-15-3 The policies adopted by the commission shall be administered by the cemetery administrator who shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the commission. Section 16. By-law/Charter Review Committee 25 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 26 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. 27 Editor's Note: This amendment was approved at the 5-16-2017 Town Election. 28 Editor's Note: This amendment was approved at the 5-15-2018 Town Election. C:19 Supp 14, May 2022 HARWICH CODE 7-16-1 A by-law/Charter Review Committee shall be appointed by the board of selectmen in such numbers as outlined in chapter 7, Article III, Boards and Committees, of the Town's bylaws for 3-year overlapping terms. The committee shall regularly review the by-laws of the town and submit proposed revisions to the town meeting at least once every 5 years. In addition, the committee shall regularly review the charter and submit proposed amendments to it to the board of selectmen under section 2 of chapter 10 of this charter. [Amended 5-1-2017 ATM by Art. 3829] 7-16-2 The by-law/charter review committee shall also be responsible for reviewing all articles proposing to change the by-laws or charter, and all such articles shall be submitted by the board of selectmen to the by-law/charter review committee not later than 14 days after the deadline for submission of articles.30

Chapter 7. Administration

Article III. Boards and Committees

§ 7-10. Composition of appointed Town agencies.

[Amended 5-8-2012 STM by Art. 4; 5-7-2018 ATM by Art. 39]

- A. Pursuant to Chapter 7 of the Town Charter, the following appointed boards and committees shall be comprised as follows:

Board	Membership	Charter Reference
1 Board of Health	Five full members	§ 7-4-1
2 Planning Board	Seven members, two alternates	§ 7-5-1
3 Board of Assessors	Three full members	§ 7-6-1
4 Conservation Commission	Seven full members	§ 7-7-1
5 Council on Aging	Seven full members	§ 7-8-1
6 Historic District/Historical Commission	Seven full members - one alternate	§ 7-9-1
7 Recreation and Youth	Seven full members	§ 7-10-1
8 Cultural Council	Nine full members	§ 7-11-1
9 Zoning Board of Appeals	Five full members - five associate	§ 7-12-1
10 Golf Committee	Seven full members	§ 7-13-1
11 Waterways Committee	Seven full members - two alternate	§ 7-14-1
12 Cemetery Commission	Three full members	§ 7-15-1
13 By-Law/Charter Review Committee	Five full members	§ 7-16-1

- B. Members of the appointed boards and committees listed in the preceding section shall be appointed for the term set forth in the Charter. If the Charter is silent as to the term, members shall be appointed for three-year staggered terms.



Hinckley's Pond, Harwich

General Information

Hinckley's Pond, also known as Pleasant Lake, is a 176-acre natural kettlehole pond with an average depth of 12 feet and a maximum depth of 27 feet. Transparency is generally poor to fair, extending to roughly six feet. The bottom is composed of sand, gravel and some rubble and there is scattered aquatic vegetation. The pond is fed by groundwater and connections to Seymour Pond, Long Pond and cranberry bogs and drains into the Herring River. The 1.7 miles of shoreline are developed with residential homes, cranberry bogs and a beach.

Recreational Access

Due to its status as a Great Pond under the Colonial Ordinances of 1641-1647, anglers may pass over unimproved land on foot to access Hinckley's Pond for fishing. There is a six horsepower limit on outboard motors although there is no public access for launching boats. Foot access is available from the Cape Cod Rail Trail which borders the southeastern edge of the pond. Please contact MassWildlife for additional information and/or restrictions pertaining to public access of Hinckley's Pond.

Fish Populations

The following fish species were found during MassWildlife surveys: Largemouth Bass, Smallmouth Bass, Yellow Perch, White Perch, Pumpkinseed, Chain Pickerel, White Sucker, Banded Killifish, Tesselated Darter, American Eel, and Alewife. River herring, Alewife and Blueback Herring, run up the Herring River in the spring from Nantucket Sound to the Herring River Reservoir and then into Hinckley's Pond, Seymour Pond and Long Pond (Brewster/Harwich).

Fishing

This is an excellent warmwater fishery where anglers can expect to catch Yellow Perch, White Perch, Smallmouth Bass, Largemouth Bass and Pumpkinseed. Due to the abundant river herring forage base, gamefish have excellent growth rates with nice sized Smallmouth Bass and Largemouth Bass reported. Panfishing is also excellent with plenty of good Yellow and White Perch. Hinckley's Pond has produced Largemouth Bass, Smallmouth Bass, Yellow Perch, White Perch, Sunfish and Brown Bullhead that meet minimum sizes for recognition by the Freshwater Sportfishing Awards Program.

Useful Links:

[Get your Fishing License](#)

[Freshwater Fishing](#)

[Trout Stocking Information](#)

[Freshwater Sportfishing Awards Program](#)

Learn more:

[Mass.gov/MassWildlife](https://www.mass.gov/MassWildlife)

Connect with us:

[Facebook.com/MassWildlife](https://www.facebook.com/MassWildlife)

Your local

MassWildlife office:

195 Bournedale Road
Buzzards Bay, MA 02532
(508) 759-3406

STOP AQUATIC HITCHIKERS!

Prevent the transport of nuisance species.
Clean all recreational equipment.
ProtectYourWaters.net

Updated: 2019



Hinckleys Pond

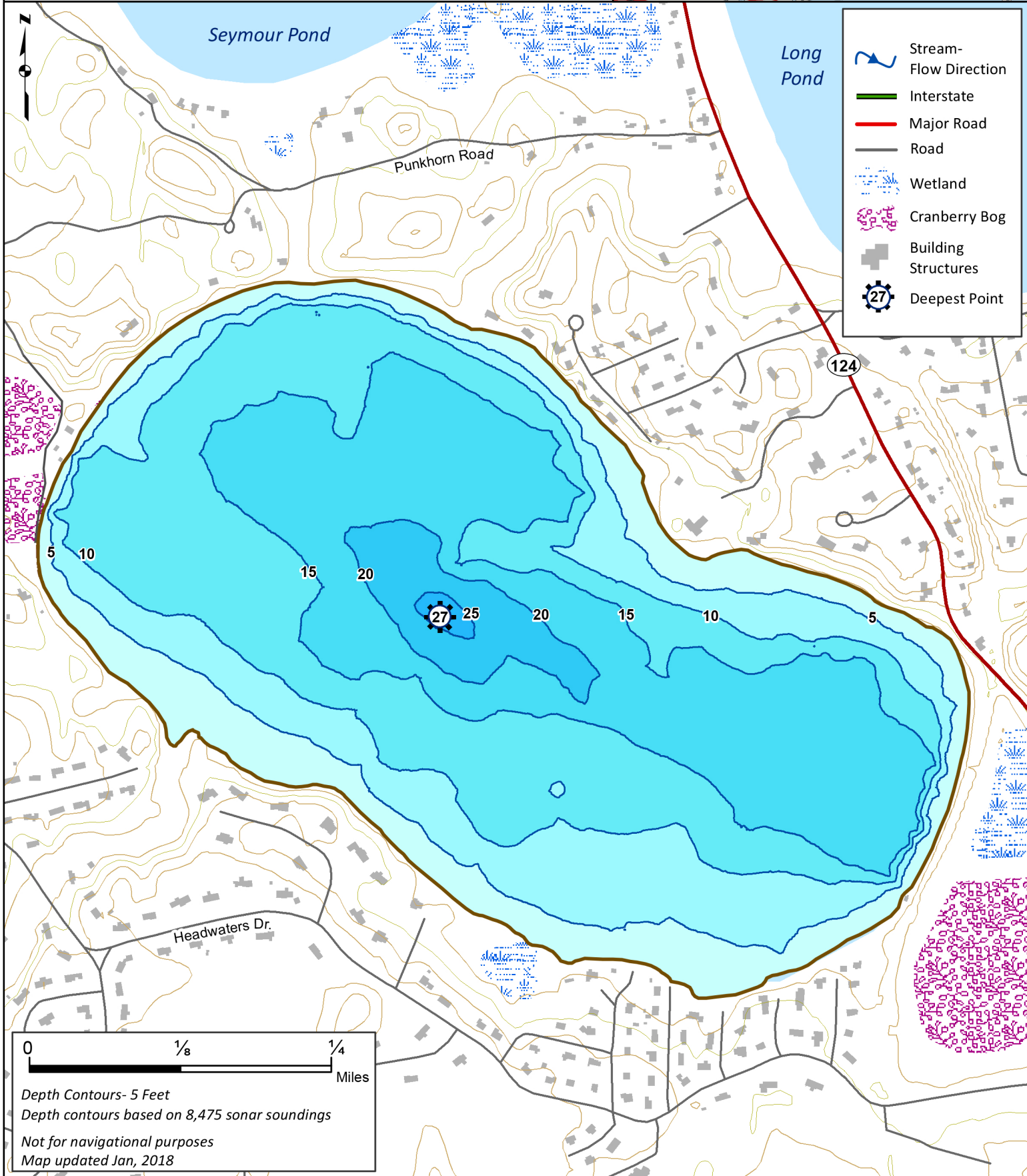
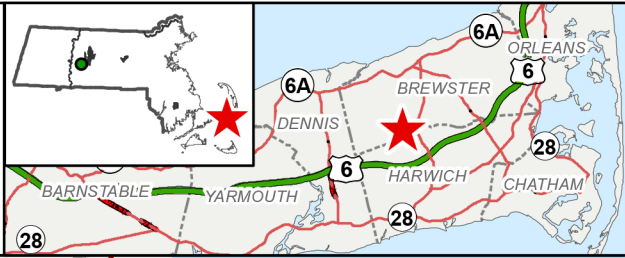
176 Acres

Harwich

Cape Cod Watershed

Coordinates: 70° 5'50.17"W 41°42'50.76"N

USGS QUAD: HARWICH



Depth Contours- 5 Feet
Depth contours based on 8,475 sonar soundings
Not for navigational purposes
Map updated Jan, 2018

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


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

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with AVI-SPL, LLC

Date: November 13., 2023

This memo corresponds to *Agenda Item IX, A. Approve a contract with AVI-SPL, LLC for a sound system at 204 Sisson Road in the amount of \$124,190.09.*

Article 16 of the 2023 Annual Town Meeting appropriated funds for several upgrades at the 204 Sisson Road Municipal Building. One of these improvements includes the sound system in the auditorium. The Director of Cultural Affairs has indicated that the existing audio coverage is inadequate and requires updating in order to provide quality sound in the theater. An original appropriation of \$150,000 was estimated for this work.

Bids were solicited through the COMMBUYS system as required by the Statewide Contract OFF50. This Statewide Contract was prepared using MGL c30b. One quote was received by Adtech, a company that was recently absorbed by AVI-SPL, LLC as outlined in the attached letter. The quote includes the supplies and services to install a line of array speakers with all required accompaniments. Installation will be completed before the end of the fiscal year.

I recommend approval of this contract.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Kara Mewhinney DEPARTMENT: Cultural Affairs

FUNDING SOURCE: Article 16 ATM2023 / FY2024 FREE CASH

Appropriated amount: \$150,000.00 Estimated cost: \$125,000 Actual cost: \$120,049.51

PROCUREMENT METHOD:

Sealed Bids using MGL c 30

PURCHASE DESCRIPTION:

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

The 204 Cultural Arts Municipal Building is looking for the installation of line array speakers mounted in the main theater for audio coverage. The intention is to playback vocals from the stage with wireless microphone inputs and a Bluetooth connection for facility users to be able to plug and play with own equipment if necessary. The main line array system must be adequate to cover the main auditorium space in addition to the overflow area when the room divider is open. The following items must be provided within this system, CAT5 connection available at the rack to allow for a digital snake to be plugged in. A console and stage box to allow for audio mixing at the rear center of the theater,, upgrade of floor boxes to account for XLR input with two microphones and one monitor output, floor boxes must have power and data. A control system will be required to provide adjustments for volume, microphone gain and muting. One system control panel should be hard wired to the system and be accessible via the rack enclosure. An option wireless handheld control panel is a possible alternative. Per ADA requirements this system must be able to provide and accommodate a personal hearing assistance system for a total of 320 seats.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Kathleen Barrette Account # 014218 623113
DocuSigned by: 83B11569769A4FD...

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and AVI-SPL, LLC with an address of 1627 Tolland Turnpike, Manchester, CT 06042 hereinafter referred to as "Contractor", effective as of the ____ day of November, 2023. 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 equipment, installation and integration of a sound system at 204 Sisson Road auditorium, including the scope of services set forth in Proposal # 420037-3, attached.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of One Hundred Twenty Four Thousand One Hundred ninety dollars and nice cents (\$124,190.09). 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, and subsequent failure to institute a cure within the 10 day notice period, of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

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

ARTICLE 6: INDEMNIFICATION:

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

shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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, Steve Benjamin, 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.

59-1958935

Social Security Number or
Federal Identification Number

DocuSigned by:
Steve Benjamin

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 HARWICH

By

by its Select Board Over \$75,000

DocuSigned by:
Steve Benjamin

FD8A2D8A949048F...

Steve Benjamin EVP

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Megan Green (\$ 124,190.09)

Finance Director Contract Sum

Town Administrator

014218 / 623113
ATM 23 #16-13



February 24, 2023

Re: AVI-SPL LLC Acquisition of Adtech Systems LLC

Dear Valued Customer:

Please accept this letter as documentation verifying AVI-SPL LLC's acquisition of Adtech Systems LLC ("Adtech"), which occurred on December 30, 2022. While the companies have not legally merged at this time, they share common management and back office operations.

It is planned that Adtech will be merged into AVI-SPL LLC by the end of 2023 and, as a result, the companies have begun the consolidation process now. We have enclosed AVI-SPL's W-9 and remittance information to assist with onboarding AVI-SPL LLC as a vendor in your system. We will be sending a separate communication in the coming weeks to Adtech customers with active master agreements that require consent or notice in the event of assignment.

Please note that AVI-SPL LLC is a global organization with over 40 years of industry experience and a healthy balance sheet that demonstrates our financial stability. We are confident that our integration with Adtech will strengthen our position in the industry and the solutions we provide to our customers.

We appreciate your cooperation and partnership during this transition period and look forward to continued success.

Sincerely,

AVI-SPL LLC

By: *Steve Benjamin*

Name: Steve Benjamin

Title: Executive Vice President

Enclosures: AVI-SPL W-9
AVI-SPL Remittance Information

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AVI-SPL LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

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.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6301 BENJAMIN ROAD, STE 101

6 City, state, and ZIP code
TAMPA, FL 33634

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

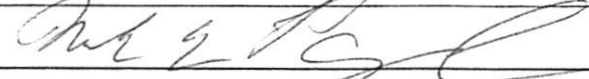
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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); and
- 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 ▶ **1/5/2023**

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.



6301 Benjamin Road, Suite 101
Tampa, FL 33634
phone: 813.884.7168
toll free: 800.282.6733
fax: 813.882.9508
www.avispl.com

Dear Valued Customer:

To ensure that your payments are processed without delay, it is recommended that you review the detail below and update your Accounts Payable systems with the appropriate remittance information.

AVI-SPL LLC (FEIN 59-1958935) is a single member LLC.

ACH / Fed Wire Remittance (Preferred Method):

Routing/Transit # 211170101

Account # 0010962666

Webster Bank
436 Slater Road, New Britain , CT 06053
Contact: Darija Musovski (212) 806-4541
Remit email: ARRESOURCES@AVISPL.COM

Remittance Address via USPS:

AVI-SPL LLC
PO Box 844612
Boston, MA 02284-4612

Correspondence Address/Overnight Payments:

AVI-SPL
Attn: Accounts Receivable
6301 Benjamin Road, Suite 101
Tampa, FL 33634

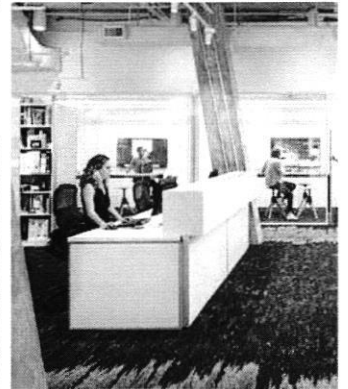
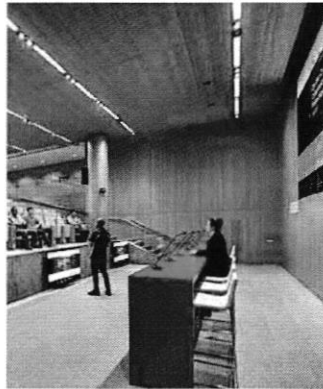
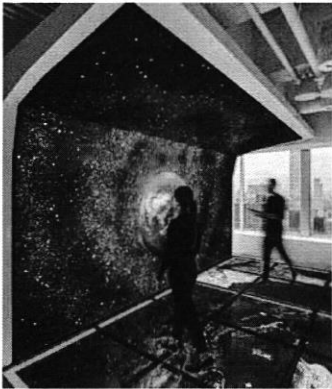
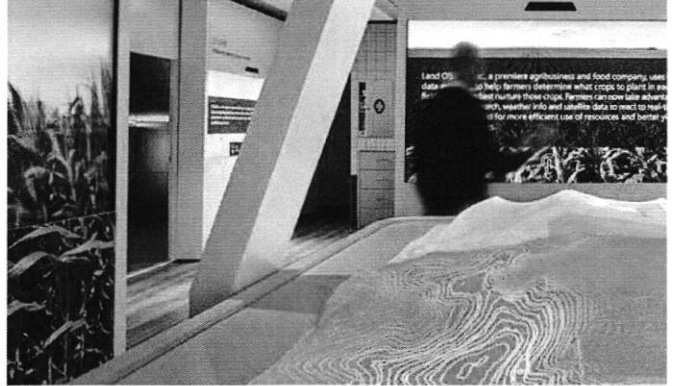
If you have questions, please feel free to contact us directly at (888) 884-7168.

Michael Chitty
Director, Credit & Collections
813-884-7168 ext. 2009
Mike.Chitty@avispl.com

Proposal Prepared For

The 204 - Harwich Cultural Center Site

Town of Harwich - Auditorium Upgrade



1627 Tolland Turnpike
Manchester, CT 06042

www.avispl.com

Prepared by: Stephan Kolpinski
Stephan.Kolpinski@avispl.com
Proposal no: 420037-3



Thank you for the opportunity to provide this proposal.

We value our partnership with you.

At AVI-SPL, our goal is to build partnerships with our clients, and we appreciate our continued partnership with you.

We are dedicated to providing you with solutions that will enable your organization to perform at the highest level and be in a position to meet the challenges you face today and in the future.

You can count on the AVI-SPL team to deliver exceptional service and solutions to help you improve the user experience of your collaboration systems – anywhere in the world.

Our vision is to help your teams work smarter and live better.



“

At AVI-SPL, our goal is to empower meaningful communication and collaboration.



We take your investment in collaborative solutions as seriously as you do.

That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and you get the return on investment you expect.

The hallmark of AVI-SPL's client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



When you partner with us as your trusted guide, you will experience:



Commitment

A partner **committed** to your success and making a positive impact on your organization and our world



Expertise

Expertise you can trust to guide your digital transformation and realize your business objectives



Proven Record

A **proven** track record of supporting deployment and managed services in-country, wherever needed



Global Reach

Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world



Customer Experience

World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology



Analytics

Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application

AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions scope of work. The scope of work noted is based on sound engineering principles, reliable technology, and has been formulated specifically to meet your requirements.

Project Location

The 204 – Harwich Cultural Center
204 Sisson Road, Harwich Mass, 02645

Project Overview

The town of Harwich is looking to create a space for members of the town to come and participate in love events. These events could range from town meetings, comedy shows, or even talent shows.

Room

Applies to: Harwich Auditorium

** Please see the "**Environmental Considerations**" and "**Customer Responsibilities**" sections of this document for required room properties and deployment best practices. **

Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified. The intent is to have a series of line array speakers mounted in the main theater for audio coverage. The audio will be intended to playback vocals from the stage/wireless microphone inputs and a Bluetooth connection for BYOD devices. The main line array speakers are adequate to cover the main auditorium space as well as the overflow area when the room divider is open.

If a band or larger event comes in, a CAT5 connection will be available at the rack. This will allow a digital snake to be plugged in to an OFE console and stage box and will allow audio mixing from the rear center of the theater. Third party performers will also have the option to take the main outputs from their consoles to utilize the installed PA system if they choose.

Three (3) new floor boxes (to be cut in by the client) will provide two (2) microphone (XLR) inputs and one (1) monitor output. The floor boxes will also hold power and data (connections to be provided by others).

A control system will provide adjustments for volume, microphone gain and muting. One (1) system control panel will be hard wired to the system and reside in the rack enclosure. Per ADA requirements - A hearing assistance system will be provided for an area of 320 seats.

Control

AVI-SPL will provide a control system inclusive of an Extron control processor and single (1) wall mounted touch panel controller which will be fixed on the front of the rack enclosure. The system will have the following control capabilities:

The system will have both 'simple' and 'advanced' modes of operation. The simple mode of operation is provided to allow less technical end users the ability to still utilize the system in a basic way. The advanced mode will provide all necessary control of all inputs and outputs for maximum flexibility of the system.

The UI design for each mode will be as follows:

- Simple Mode

- System on/off
- Global mute / unmute of all mics
- Global speaker volume control
- Individual stage monitor speaker volume control

Advanced Mode

- System on/off
- Global mute / unmute of all mics
- Global speaker volume control
- Individual stage monitor speaker volume control
- Individual mic volume control
- Individual aux input volume control
- Custom routing of each stage monitors audio feed. (By default, each monitor should receive playback from XLR 1 & 2 from each respective floor box. However, the end user shall also be able to customize the route of any available input (aux rack inputs, wireless mics etc.) to each of the three (3) stage monitors)

NOTES:

1. AUX rack inputs will also be live and will be configured for primarily microphone usage
2. AUX outputs and press feeds will always be live

I. AUX outputs 1-3 will be straight feeds from the XLR 1 input on each floor box. This will allow for an individual feed from any single (1) floor box input for various purposes.

II. Press feeds will take the full PA mix for external recording. *When creating the Graphic User interface (GUI) for a touch panel, we will use our standard Focus GUI. If there are modifications that are requested to be made outside of the Focus GUI, those changes will be executed via a change order.

Audio:

AVI-SPL will provide and install a full audio upgrade to the space. It will consist of a new Bose PA system with two (2) mid-high range columnar arrays (left and right of stage) which will each be built of a stack of three (3) singular array speakers. A pair of Bose subwoofers will be installed above the center of the stage to provide low end bass for the system. Additionally, three (3) 120VAC powered stage monitor speakers will be provided for playback to performers.

Bose amplifiers and digital signal processing will also be provided to connect and route all audio input sources to the appropriate destinations.

The system is designed as a turnkey solution for small performances with the capability for larger groups to connect and utilize the PA speaker system easily if they choose. All installed inputs and outputs from floor boxes and rack plates are intended to be used by smaller groups, though a small number of connections from floor boxes will be available to larger performers if preferred.

An installed Category 6 cable will be run from the OFEI floor box at the existing console location back to the new AV rack. Third parties may use this infrastructure to connect OFE mixing consoles to a digital stage box without having to run additional cabling.

New antenna systems will be installed for both the wired assisted listening systems and the wireless handheld and bodypack microphones.

The system will be capable of Bluetooth, 3.5mm, XLR and RCA inputs to allow for connectivity to a wide variety of playback devices. In addition, a digital recording device will be mounted in the rack enclosure which will allow for performances to be recorded on digital media such as a USB flash drive.

Connectivity/Sources

Floor boxes

- Stage left
 - 2x XLR input
 - 1x Monitor output
 - 1x Aux XLR output
 - 2x 120VAC power (plate by AVI-SPL, wiring by others)
 - 2x RJ45 network jack (plate by AVI-SPL, wiring by others)
- Stage center
 - 2x XLR input
 - 1x Monitor output
 - 1x Aux XLR output
 - 2x 120VAC power (plate by AVI-SPL, wiring by others)
 - 2x RJ45 network jack (plate by AVI-SPL, wiring by others)
- Stage right
 - 2x XLR input
 - 1x Monitor output
 - 1x Aux XLR output
 - 2x 120VAC power (plate by AVI-SPL, wiring by others)
 - 2x RJ45 network jack (plate by AVI-SPL, wiring by others)

Connections at rack enclosure (on custom rack plate)

- 1x AtteroTech Dante UND6IO BT
 - 1x RCA in
 - 1x Bluetooth in
 - 1x 3.5mm in
 - 1x 3.5mm out (press feed)
- 4x XLR auxiliary inputs (for additional wired mics / aux sends)
- 2x XLR left and right mains (for OFE 3rd party mixing console to access PA system)
- 1x XLR out (through feed from XLR #1 input from floor box stage left)
- 1x XLR out (through feed from XLR #1 input from floor box stage right)
- 1x XLR out (through feed from XLR #1 input from floor box stage center)
- 2x XLR Aux outputs (press feed, all live audio)
- 1x RJ45 Jack (for connection of OFE / third party digital stage box back to console mix location)

Wireless mics

- 3x Handheld wireless mics
 - 3x Stage round base stands
 - 3x Tabletop round base stands
- 3x Bodypack LAV wireless mics

Listen assistance

- 1x ListenTech ALS system
 - 24x ALS receiver boxes with ear sets

Recording

- 1x Denon digital recording device (configured to take the house mix feed)

NOTES:

1. XLR out through feeds at rack panel from floor boxes will only take feed from the first XLR input in the respective floor box. The second XLR input will not be available as an independent feed. This is designed to allow third party performers to have access to a single floor box connection back to the rack as a feed for their own rack system if they choose.
2. ADA guidance requires a minimum of thirteen (13) receivers for a space with a capacity of 320 people. AVI-SPL will provide twenty-four receivers.
3. Power and Data to floor boxes will be run by others.

Furniture and Fixtures:

AVI-SPL will provide and install a floor standing ~44RU rack enclosure system with all required power, shelving, and accessories. A 2RU locking sliding drawer in the wireless mics will also be provided.

Stage floor boxes and required connection plates will be provided by AVI-SPL but installed by others. The client will provide an OFEI floor box at the mixing console location capable of hosting a single gang plate to be installed by AVI-SPL.

Three (3) round bottom stage microphone stands, and three (3) round bottom tabletop microphone stands will be provided for the handheld mics.

Scope of Work – Software Integration

A control system will be provided to activate many necessary user needs. This reduces the complexities of operating an integrated A/V system and facilitates greater system utilization and an enhanced meeting experience. An update to the control system will be needed with the integration of new monitors.

Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems, each with varying network requirements, impacts to traffic and routing, and unique management and security processes. AVI-SPL will work with The town of Harwich identified stakeholders to properly assess network requirements and deployment considerations.

AVI-SPL will design the system to meet identified network requirements and will provide construction drawings and a list of devices before installation on site. At the time of installation, AVI-SPL will connect devices according to the documented system design and identified network requirements.

**** Please see the “Customer Responsibilities” and “Software Licenses and Service Accounts” sections of this document for deployment best practices and installation requirements. Additional information regarding specific applicable processes and procedures can be referenced in the “AVI-SPL Network and Security” addendum to this document. ****

Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, AVI-SPL does not provide these requirements and responsibilities. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal.

These requirements must be provided by the owner or other third parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperability with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).
- Software Licenses and Service Accounts

Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test
- the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems, and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

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AVI-SPL Project Integration Process



How we define your needs and follow through with consistent execution. AVI-SPL ensures high quality project delivery that is on time and on budget.

- **Define** and document each step
- **Determine** an effective, standardized communication and reporting style
- **Develop** a comprehensive training and adoption program
- **Dedicate** regular oversight to the project, even after completion

AVI-SPL uses a five-phase process to integrate solutions seamlessly and focus on the end-user experience:

Phase I Initiate

We will host a kickoff meeting and work with your key team members to determine the best approach to making your project a success. Our team will review the scope of the project, the schedule, the communication strategy, and all other relevant matters to ensure a smooth start.

Phase II Plan

The planning phase begins with development of the project schedule including detailed work breakdown tasks identifying key deliverables, dependencies and both internal and external milestones required to successfully execute the project.

Phase III Execute

AVI-SPL will complete all engineering, programming, fabrication, and on-site installation activities. When the installation is complete, testing is executed prior to the final inspection and acceptance of the deployed solutions.

Phase IV Monitor

This phase is focused on consistent review of project work activities to ensure alignment with the approved project plan. Our team delivers quality assurance through checks and balances along with consistent testing at specified intervals in the project lifecycle. We will review risk management plans and deploy risk mitigation strategies to ensure scope, schedule and budget remain on track.

Phase V Close

The final phase is centered on completion of all contractual and operational activities to ensure your complete satisfaction and readiness to sign-off on the completed project. This includes demonstration and training on using your new technology along with all final project documentation for service onboarding.

You will receive automated Customer Satisfaction Score (CSAT) and Net Promoter Score (NPS) surveys to provide feedback. We closely analyze the data to ensure we are providing outstanding customer service.



Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support – available Monday through Friday, 8 a.m. - 5 p.m.*, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL holidays.



Investment Summary

Prepared For:	Kara Mewhinney	Prepared By:	Stephan Kolpinski
	The 204 - Harwich Cultural Center Site	Date Prepared:	10/19/2023
	204 Sisson Road	Proposal #:	420037-3
	Harwich, MA 02645	Valid Until:	11/19/2023

Total Equipment Cost **\$64,902.31**

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services **\$38,044.06**

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs **\$2,089.42**

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative **\$5,476.12**

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance (3 Years) **\$13,678.18**

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$124,190.09
Tax	Exempt (*)
Total	\$124,190.09

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Harwich Auditorium								
Model	MFGR	Description	Qty	MSRP	Disc	Price	Ext. Price	
		Display Equipment						
		Shure Wireless Lapel System with SLXD1 Bodypack, SLXD4						
SHUSLXD1485G58	SHURE	Recei	3	\$ 680.00	20%	\$ 544.00	\$ 1,632.00	
		Shure SLXD124/85 Wireless System with Handheld						
SHUSLXD12485G58	SHURE	Transmitter ,	3	\$ 999.00	20%	\$ 799.20	\$ 2,397.60	
		Shure Five-way active antenna splitter and power distributio						
SHUUA844SWBLC	SHURE	Shure 100' antenna extension	2	\$ 534.00	20%	\$ 427.20	\$ 854.40	
		cable						
SHUUA8100	SHURE	Shure 25' antenna expansion	2	\$ 276.00	20%	\$ 220.80	\$ 441.60	
		cable						
SHUUA825	SHURE	Shure In-Line Antenna Amplifier	2	\$ 60.00	20%	\$ 48.00	\$ 96.00	
		for Remote Mounting						
SHUUA834WB	SHURE	AtlasIED 5" round base	2	\$ 179.00	20%	\$ 143.20	\$ 286.40	
		microphone desk stand (ebony)						
ATLDS5E	ATLAS/SOUNDOLIER	On-Stage microphone stand with	3	\$ 35.99	20%	\$ 28.79	\$ 86.37	
		round base						
ONSMS7201B	ON-STAGE STANDS	Shure Wireless wall mounted	3	\$ 51.99	20%	\$ 41.59	\$ 124.77	
		wideband antenna						
SHUUA864US	SHURE	Bose Panaray MSA12X digital	2	\$ 484.00	20%	\$ 387.20	\$ 774.40	
		beam-steering loudspeaker						
BOS7878561210	BOSE	(white	6	\$ 4,612.00	30%	\$ 3,228.40	\$ 19,370.40	
		Bose AMS115 Compact						
BOS8431630110	BOSE	Subwoofer - Black	2	\$ 3,020.00	30%	\$ 2,114.00	\$ 4,228.00	
		Bose PowerMatch PM4500N						
BOS3618131110	BOSE	amplifier, networked	1	\$ 4,254.00	30%	\$ 2,977.80	\$ 2,977.80	
		Bose PowerMatch Amplink 24-						
BOS7722380110	BOSE	channel card	1	\$ 236.00	30%	\$ 165.20	\$ 165.20	
		Bose ControlSpace EX-1280						
BOS8343171110	BOSE	Audio Processor	1	\$ 4,044.00	30%	\$ 2,830.80	\$ 2,830.80	
		Listen Technologies Advanced						
LISLP5107201	LISTEN TECHNOLOGIES	Intelligent DSP RF Receiver 12-	2	\$ 4,496.00	20%	\$ 3,596.80	\$ 7,193.60	
		Listen Technologies stationary						
LISLT80007201	LISTEN TECHNOLOGIES	FM transmitter	1	\$ 951.00	20%	\$ 760.80	\$ 760.80	
		Listen Technologies Universal						
LISLA122	LISTEN TECHNOLOGIES	Antenna Kit (72 and 216 MHz)	1	\$ 119.00	20%	\$ 95.20	\$ 95.20	
		RG-58 50 Ohm Coaxial Antenna						
LISLA112	LISTEN TECHNOLOGIES	Cable 100ft	1	\$ 400.00	20%	\$ 320.00	\$ 320.00	
		Denon DN-300R MKII Audio						
DENDN300RMKII	DENON ELECTRONICS	Solid State Recorder	1	\$ 329.00	15%	\$ 279.65	\$ 279.65	
		Attero Tech 4x2 channel 2-gang						
ATTUND6IOBT	ATTERO TECH	wall plate w/Bluetooth, multi	1	\$ 1,385.00	25%	\$ 1,038.75	\$ 1,038.75	
		Attero Tech 4x2 Channel 2 Gang						
ATTUNDX2IO+	ATTERO TECH	US Dante/AES67 Wall Plate 2 M	3	\$ 1,070.00	25%	\$ 802.50	\$ 2,407.50	
		ElectroVoice 12" powered						
BOSPXM12MP	BOSCH	coaxial monitor	3	\$ 899.00	30%	\$ 629.30	\$ 1,887.90	
		Control Equipment						
		SWITCH, 24X1G POE+ 300W						
		2X1G & 4XSFP MANAGED						
NETGSM4230P	NETGEAR	(DUBAI)	1	\$ 1,379.00	20%	\$ 1,103.20	\$ 1,103.20	
		Extron TLP Pro 1025M 10" Wall						
		Mount Touchlink Pro						
EXT60156602	EXTRON ELECTRONICS	Touchpanel	1	\$ 3,230.00	30%	\$ 2,261.00	\$ 2,261.00	
		Extron RM6 Rack Mount Kit for						
EXT70113712	EXTRON ELECTRONICS	TLP Pro 1025M	1	\$ 220.00	30%	\$ 154.00	\$ 154.00	
		Extron IPCP Pro 350 control						
EXT60141701	EXTRON ELECTRONICS	processor	1	\$ 2,070.00	30%	\$ 1,449.00	\$ 1,449.00	
		Rack & Accessories						
		Middle Atlantic 44 space 25"						
MIDERK4425AV	MIDDLE ATLANTIC	deep rack	1	\$ 3,190.90	30%	\$ 2,233.63	\$ 2,233.63	

MIDPDC915R6	MIDDLE ATLANTIC	Middle Atlantic Dry Contact Controlled Power Unit (6 Control	2	\$	420.00	30%	\$	294.00	\$	588.00
FL-1550-BLK		FSR 4-Gang Stage Floor Box (black)	3	\$	376.39	30%	\$	263.47	\$	790.41
MIDU1V	MIDDLE ATLANTIC	Middle Atlantic 1 space vented utility shelf	4	\$	67.95	30%	\$	47.57	\$	190.28
MIDD2LK	MIDDLE ATLANTIC	Middle Atlantic 2 space rack drawer w/keylock	1	\$	310.50	30%	\$	217.35	\$	217.35
WPLATE-NEW		CUS RACK PLATE #1 ADT001- 230209PB-2	1	\$	501.40	20%	\$	401.12	\$	401.12
WPLATE-NEW		CUS FB PLATE #2 ADT001- 230209PB-1	3	\$	76.92	20%	\$	61.54	\$	184.62
WPLATE-NEW		CUS WALL PLATE #3 ADT001- 230209PB-3	1	\$	100.70	20%	\$	80.56	\$	80.56
OFEI		OFEI - FLOORBOX AT MIXING LOCATION	1							
								Equip ment Total	\$	59,902.31
Labor										
LBR-Drafting		Drafting Services	12				\$	85.00	\$	1,020.00
LBR-Engineering		Engineering Services	13				\$	120.00	\$	1,560.00
LBR-Install		Installation Services-CT	84				\$	95.00	\$	7,980.00
LBR-DM-Engineering		Control Programming Services	32				\$	110.00	\$	3,520.00
LBR-Projmgmt		Project Management Services	20				\$	110.00	\$	2,200.00
LBR-Rackbuild		Rackbuild Services	40				\$	85.00	\$	3,400.00
LBR-QCTest		Quality Control	48				\$	95.00	\$	4,560.00
Ship		Shipping & Handling							\$	5,243.00
Cable		Installation Materials							\$	5,000.00
LBR-Genadmin		General Administration	6				\$	50.00	\$	300.00
								Labor Total	\$	34,783.00
								Room Total	\$	94,685.31

Integration Inclusions and Exclusions

Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.



Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.



Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.





Preliminary Project Plan

High Level Project Task	Start	Finish	Duration Calander Days
PO/Contract Received From Client	11/1/2023		
Project Initiation & Set Up	11/2/2023	11/7/2023	5
Project Planning (Internal kickoff, Final Engineering, CAD, External Kickoff, Etc.)	11/10/2023	11/28/2023	18
Procurement (Considers Current Longest Lead Time Items)	11/29/2023	12/6/2023	7
Pre-Installation Activities (Shop Fabrication, Firmware Updates, etc.)	12/7/2023	12/14/2023	7
Site Readiness Date and On-Site Installation	12/19/2023	12/27/2023	8
On-Site Testing / Commissioning	12/27/2023	1/4/2024	8
Estimated Project Duration (Calander days)			53

Preliminary project plan assumes an uninterrupted project execution and is intended to provide approximate delivery timeframes. This does not supersede the project delivery schedule that will be created by your project manager post project award. Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. Lead times provided are based on Seller's best knowledge at the time of proposal.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a site readiness for installation date, (subject to timely delivery of equipment) on or about 12/19/23

Buyer Acceptance

Signed Name

Company Name

Date

Town of Harwich – FY 25 to 29
Capital Project Request

Department/Committee:	The Harwich Channel		
Requested By:	Jamie Goodwin		
Request Date:	11/1/2023		
Project Request:	Capital Improvement schedule FY 25-29		
Asset Category:	Information Technology		
Priority:	2. Essential		
Project description: Enter a description of your request. Attach quotes, pictures, or additional details			
Purpose:	Replace Equipment		
Date needed by:	7/1/2029		
Benefit Upgrades for continued Harwich Channel Operations			
Estimated Project Cost:	\$180,931 for all years included		
Funding Request by Year:	FY1 \$47,863	FY4 \$16,500	
	FY2 \$24,896	FY5 \$46,672	
	FY3 \$45,000		
Describe any discounts or cost reductions (trade-ins, etc.) Provide any reductions to the total requested cost			
Are there available revenue sources or grants other than Municipal funds? Comcast Subscriber Fees in the Cable Fund			
Consequence on your department of delaying purchase/project Unable to broadcast Public meetings			
Input the estimated dollar impact of this purchase or project on your operating budget by fiscal year for the next 3 fiscal years → Increase = Additional Cost, Decrease = Savings			
<u>Personnel Budget</u>		<u>Expense Budget</u>	
Increase/(Decrease)	Fiscal Year	Increase/(Decrease)	Fiscal Year
\$Enter amount	Enter fiscal year	\$Enter amount	Enter fiscal year
\$Enter amount	Enter fiscal year	\$Enter amount	Enter fiscal year
\$Enter amount	Enter fiscal year	\$Enter amount	Enter fiscal year

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Select Board* 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 \$75,000** 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. State Contract
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: 014218-6231B Account
3. Please provide a single copy of the bid packet along with all supporting documents. State Contract
4. Please use K-P Law provided standardized contracts.

Buildings and Public Works
C1. Please show Prevailing Wage was used.
C2. If construction is near \$10,000 you also need:
a. Written spec sheet.
b. Advertised for two weeks on Central Register and COMMBUYS.
c. Apparent low bidder posted to Town website.
C3. If construction over \$25,000 you need C1, C2, as well as:
a. Show project was in the Capital Plan.
b. Low bidder provides 50% payment bond after Selectmen's countersignature.
C4. If construction over \$50,000 you need C1, C2, C3, as well as:
a. Bid Bond of 5% of total value.
b. Sealed Bids.
c. End of Public Works construction requirements
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:
a. Advertise in Central Register and local newspaper for two weeks.
b. Set a designer fee or price ceiling.
c. Use Standard Designer Application Form
C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:
a. 100% payment bond was in bids.
b. 100% performance bond was in bids.
c. DCAMM certified bidders.
i. DCAMM certified sub-bids if over \$25,000.
C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:
a. Solicit qualifications prior to sealed bids.
Goods and Services
GS1. If procured using the State Bid List:
a. Over \$25,000 please show project was on the Capital Plan.
GS2. If project is over \$5,000:
a. Please provide written spec sheet used and who it was sent to.
b. Maximum contract length is three years.
GS3. If project is over \$50,000:
a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
b. Show project utilized sealed bids.
c. Apparent low bidder posted to Town website.
GS4. If project is over \$100,000:
a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
b. Show project utilized sealed bids.
Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
Note 2: Bids may be negotiated downwards but never higher than original quote.
Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.

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

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

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



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

To: Joe Power
Town Administrator

Meggan Eldredge
Assistant Town Administrator

From: Kevin M. Considine 
Deputy Chief of Police

Date: November 6, 2023

Subject: Fiscal Year 2024 Police Cruiser Procurement

Project: 2023 Annual Town Meeting, Article 16, Line 7, authorized the purchase of three police cruisers. The three cruisers will be marked, 2023 Ford Police Interceptor Utilities, AWD.

Description: Purchase three marked 2023 Ford Police Interceptor Utilities, AWD cruisers.

Funding: 2023 Annual Town Meeting, Article 16, line 7. Obj: 012108 Org: 623167

Contract: Operational Services Division Contract: VEH 110
Plymouth County Contract /Metropolitan Area Planning Council – Aftermarket Equipment
(GBPC/MAPC)

Vendor: Colonial Ford Inc, DBA: Colonial Municipal Group

Contact: David Breen
Colonial Municipal Group
61 Brigham Street
Marlborough, MA 01752
dbreen@buycmg.com

Additional Information: The three new cruisers will replace older cruisers in the fleet, we are not adding to the fleet.

Quotes: Marked Patrol Unit 1: \$58,398.12
Marked Patrol Unit 2: \$58,398.12
Marked Patrol Unit 3 \$58,398.12

Included Documentation:

Procurement Checklist & Approval Form
Colonial Municipal Group Quote
Post Procurement Checklist

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Considine **DEPARTMENT:** Police

FUNDING SOURCE: 2023 Annual Town Meeting Article 16, Police Cruisers Obj: 012108 Org: 623167

Appropriated amount: \$183,000.00 **Estimated cost:** _____ **Actual cost:** \$175,194.36

PROCUREMENT METHOD:

Operational Service Division Contract: VEH 110
Equipment: Plymouth County Contract / Metropolitan Area Planning Council

PURCHASE DESCRIPTION:

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

The Harwich Police Department seeking purchase for three (3) 2023 Ford Police Interceptor Utility AWD vehicles to include related emergency equipment and lighting.

Vehicle's will be available for pick up and inspection once build is completed. Harwich Police will inspect upon taking delivery.

Contact:

Kevin M. Considine
Deputy Chief of Police
Harwich Police Department
183 Sisson Road
Harwich, Ma 02645

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Megan Green DocuSigned by: 38E65676E18A4AC... 012108 / 623167 Account # _____

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

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, hereinafter referred to as "Town," and Colonial Ford Inc. DBA Colonial Municipal Group with an address of 61 Brigham Street, Marlborough, MA 01752, hereinafter referred to as "Contractor", effective as of the 28th day of November 2023. 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 three (3) 2023 Ford Police Interceptor Utility AWD vehicles with related emergency equipment and lighting, including all items and services set forth in the Quote dated August 29, 2023 included as Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing upon contract execution through June 30, 2024.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$58,398.12 per vehicle for a total compensation of \$175,194.36. 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.

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, John Welch, 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.

04-3575965
Social Security Number or
Federal Identification Number

DocuSigned by:
John Welch
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

[Signature page to follow]

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

CONTRACTOR

TOWN OF HARWICH

By

by its Select Board Over \$75,000

DocuSigned by:
John Welch
67F404E9711E4C5...
John Welch President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:
Megan Green (\$ 175,194.36)
36E65676E184MAC
Megan Green Finance Director Contract Sum

012108-623167
Account # _____

Town Administrator



Quote

Aug. 29, 2023

To: Town of Harwich / Harwich Police Department
 Deputy Chief, Kevin Considine
 183 Sisson Rd
 Harwich, MA. 02645
 508 430 7541 x 5521

Salesperson:
 David Breen

CONTRACT: PER VEH 110

Qty	Item #	Description	Unit Price	Line Total
Vehicle : PER : VEH 110				
1.00	K8A	2023 Ford Police Interceptor Utility AWD	\$ 38,097.00	\$ 38,097.00
1.00	UM	Exterior Color : UM Agate Black	Included	Included
1.00	96	Interior : Ebony Cloth / Vinyl Rear	Included	Included
1.00	500A	Equipment Group: 500A	Included	Included
1.00	99B	3.3 Liter - GAS - Engine /	Included	Included
1.00	44U	10 Speed Automatic Transmission	Included	Included
1.00	18D	Global Unlock Feature	Included	Included
1.00	425	50 State Emissions	Included	Included
1.00	43D	Courtesy Lamp Disable	\$ 24.96	\$ 24.96
1.00	51R	Driver Side LED Spot Light	\$ 385.84	\$ 385.84
1.00	549	Power Mirrors / Spotter / Heated	\$ 58.24	\$ 58.24
1.00	76R	Reverse Sensing System	\$ 269.36	\$ 269.36
1.00	52P	Hidden Door Lock Plungers	\$ 156.00	\$ 156.00
1.00	87R	Rear View Camera / Mirror	Included	Included
1.00	59W	Wi-Fi Delete Credit	(\$17.28)	(\$17.28)
Equipment : PER: Plymouth County Contract				
1.00	CMG	Tint 2 Front Door Glass - 35%	\$ 195.00	\$ 195.00
1.00	CMG	Fleet Key Per Department Spec. CODE 0134X	\$ 210.00	\$ 210.00
1.00	BW5OUFX	Whelen Full Inner Edge Pkg ,	\$ 3,955.00	\$ 3,955.00
1.00	BS508	Whelen Rear RST 8 Lamp Duo	Included	Included
1.00	399	Whelen CORE Siren	Included	Included
1.00	CCTL7	Whelen CORE - Siren Control 21 Button	Included	Included
1.00	C399K4	Whelen CORE Siren Install Kit	Included	Included
1.00	CEM16	WecanX 16 out put Expansion Module Pkg	\$ 265.00	\$ 265.00
1.00	SA315	Whelen SA 315P Pkg. On Push Bumper	\$ 285.00	\$ 285.00
1.00	CV2V	Whelen V 2 V Sync Module	\$ 294.00	\$ 294.00
1.00	TLI2	Whelen TLI2 V2 V Sync Module	\$ 405.00	\$ 405.00

Equipment Continued :				
2.00	I3SMJC	Whelen R/B/W Horizontal on Black Gate Molding	\$ 295.00	\$ 590.00
1.00	TLMIB	Whelen IONt Mini - Blue Inside Lower Rear Gate	\$ 335.00	\$ 335.00
1.00	I2E	Whelen IONs B/W in Rear Quarter Glass	\$ 390.00	\$ 390.00
4.00	I2E	4 Whelen IONs B/W in Top Push Bumper Rail	\$ 195.00	\$ 780.00
1.00	LINsV2C	Whelen Under Surface LED / Mirrors	\$ 447.00	\$ 447.00
1.00	LSVBKT	Whelen Mirror Brackets	\$ 24.00	\$ 24.00
1.00	CanLite B	Whelen Canlite B Photo Cell	\$ 107.00	\$ 107.00
4.00	3SRCC	Whelen Round Compartment Dome Lighting / 1 Front/ 1 in Cage	\$ 95.00	\$ 380.00
1.00	VTX609xx	Whelen Vertex Hide a Ways in Front Corners, B	\$ 305.00	\$ 305.00
1.00	VTX609xx	Whelen Vertex hide a Ways in Rear Corners , R	\$ 305.00	\$ 305.00
1.00	VTX609xx	Whelen Vertex Hide a Ways in Rear Corners, W	\$ 305.00	\$ 305.00
1.00	CX Auto	Tremco Anti Theft System	\$ 215.00	\$ 215.00
1.00	P1000UINT20OSB	Pro Guard Pro Cell Single Prisoner Transport / OSB / POLY	\$ 3,395.00	\$ 3,395.00
1.00	36-2125	Westin Push Bumper	\$ 575.00	\$ 575.00
1.00	36-6005	Westin Push Bumper 4 ION Light Channel	\$ 73.00	\$ 73.00
1.00	C-VS-0618	Havis Flat Utility Center Console	\$ 655.00	\$ 655.00
1.00	C-ARM103	Havis Flip up Center Arm Rest	\$ 142.00	\$ 142.00
1.00	C-CUP2	Havis Dual Cup Holder for Center Console	\$ 58.00	\$ 58.00
1.00	C-LP1-USB	Havis Lighter Plug Outlet w/1 USB	\$ 67.00	\$ 67.00
1.00	RL3019	Mag Light with Charger	\$ 150.00	\$ 150.00
1.00	Transfer	Transfer 2 Way Radio with Antenna	\$ 250.00	\$ 250.00
1.00	Transfer	Transfer Radar	\$ 125.00	\$ 125.00
1.00	894-090	Vent Shades Front and Rear	\$ 125.00	\$ 125.00
1.00	CMG Paint	Paint Per Dept : Roof , 4 Doors , No Spoiler .	\$ 1,495.00	\$ 1,495.00
1.00	TK084ITU20	Setina Rear Cargo Box - DSE-BSN	\$ 1,732.00	\$ 1,732.00
1.00	CMG	Shop Supplies	\$ 395.00	\$ 395.00
1.00	TR	Install Customer Supplied MDT / and Mount	\$ 395.00	\$ 395.00
Estimate is Based on Current Information From Client About the Project Requirements			Grand Total	\$58,398.12
Actual Cost May Change Once Project Elements are Finalized				

Thank You For Choosing The Colonial Way!

Post Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - 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: 012108/623167 Account # Fy24
- 3. Please provide a single **copy of the bid packet** along with all supporting documents. 2023 #16
- 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input checked="" type="checkbox"/> GS1. If procured using the State Bid List :
<input type="checkbox"/> C2. If construction is near \$10,000 you also need:	<input checked="" type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> a. Written spec sheet.	<input type="checkbox"/> GS2. If project is over \$5,000 :
<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.	<input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.
<input type="checkbox"/> c. Apparent low bidder posted to Town website.	<input type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as:	<input type="checkbox"/> GS3. If project is over \$50,000 :
<input type="checkbox"/> a. Show project was in the Capital Plan.	<input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
<input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as:	<input type="checkbox"/> c. Apparent low bidder posted to Town website.
<input type="checkbox"/> a. Bid Bond of 5% of total value.	<input type="checkbox"/> GS4. If project is over \$100,000 :
<input type="checkbox"/> b. Sealed Bids.	<input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
<input type="checkbox"/> c. End of Public Works construction requirements	<input type="checkbox"/> b. Show project utilized sealed bids.
<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:	Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
<input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.	Note 2: Bids may be negotiated downwards but never higher than original quote.
<input type="checkbox"/> b. Set a designer fee or price ceiling.	Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
<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:	
<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.	
<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:	
<input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	

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

Signature of Town Administrator: 

TOWN
ADMINISTRATOR'S
REPORT

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract for Recovery Coach services with Outer Cape Health

Date: November 9, 2023

The opioid settlement funds working group advised the Select Board on several projects that are eligible for use of these funds. This contract with Outer Cape Health Services has been executed using the scope of work provided to the Select Board in keeping with an appropriate use.

This contract covers a one-year period of time, and a 0.3 FTE consultant will serve as the Town's Recovery Coach. This program is designed to be a 1:1 peer-based service providing assistance to those seeking to support their own recovery from substance use disorders.

Provided that funding is recurring in the next fiscal year, this program will be re-visited for possible expansion and extension.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Schoener DEPARTMENT: Health

FUNDING SOURCE: Opioid Settlement Funds 015102-538003

Appropriated amount: \$37,500.00 Estimated cost: _____ Actual cost: 37500

PROCUREMENT METHOD:

30B exempt for contract with health service providers This is a grant agreement.

PURCHASE DESCRIPTION:

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

Funding for a recovery coach program to assist with the public health impacts of opioid addiction. Program will connect individuals with services and treatment to address risks and improve outcomes. Supports recovery efforts of individuals in harwich.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 01122A2/623014

Funds Available: Finance Director: Megan Green Account # ATM 23 #14
36E65676E18A4AC... \$37,500.00

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

GRANT AGREEMENT
For
RECOVERY COACHING SERVICES
Between
OUTER CAPE HEALTH SERVICES
And
THE TOWN OF HARWICH, MASSACHUSETTS

8th

This GRANT AGREEMENT is made on this ____ day of November, 2023, by and between the Town of Harwich (the "Grantor") and Outer Cape Health Services Inc., having an address of 710 Route 28, Harwich Port, MA 02646 (the "Grantee"), hereinafter referenced together as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the town represented by the Grantor has an interest in maintaining and improving the health and wellness of the citizens and visitors in their community who may be struggling with challenges related to substance use disorder; and

WHEREAS, the Grantee has proposed a Recovery Coach program that has been proven to successfully address the above issues by identifying individuals and connecting them with services and treatment to address their risks and improve outcomes;

NOW THEREFORE, the Grantor and the Grantee agree as follows:

1. Funding. The Grantor shall disburse the funds to Grantee upon a re imbursement basis in the amount of \$3125 per Month (the "Funds") on the condition that the Grantee shall use the Funds only for the purposes of providing the Services, as set forth more particularly in the Scope of Services, attached as Attachment A, and in accordance with the terms of this Grant Agreement.
2. Conditions.
 - a) Excess or unused Funds will be returned to the Town of Harwich.
 - b) Compliance with the reporting requirements set forth in Section 16.
3. Contact. The Grantee identifies the following as contact persons for the purpose of this grant: Jillian Stockwell, as the primary contact for service provision; Manuel Pineiro as the primary contact for overall grant administration; and Kristin Frazier as a contact for grant financial administration.

The Town of Harwich identifies the following as contact person for the purpose of this grant: Carrie Schoener, Harwich Health Director .
4. Budget. Grant Funds shall be provided on reimbursement basis as per section 1. If the Grantor determines that Funds have been spent on goods and/or services not included in the project budget, reimbursement may not be authorized.
5. Liability of the Grantor. The Grantor's liability hereunder shall be to make the payment

specified in Section 1 of this Grant Agreement, provided that the conditions set forth herein are followed, and the Grantor shall be under no further obligation or liability. Nothing in this Grant Agreement shall be construed to render the Grantor or any elected or appointed officials or employees of the Grantor, or their successors in office, personally liable for any obligation under this Grant Agreement.

6. Indemnification. The Grantee shall indemnify, defend, and hold the Grantor and Grantor's departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or relating to the Grantee's performance of the Services, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Insurance. The Grantee shall maintain General Liability Insurance in the following minimum amounts: \$1 million each occurrence and \$3 million aggregate limit. In addition, evidence of Professional Liability Insurance will be provided upon request. As a federally qualified health center ("FQHC"), Grantee's coverage is provided through the Federal Tort Claims Act ("FTCA"),
8. Health Information. The Grantee shall strictly comply with all laws and regulations relating to the privacy of health information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 CFR Part 2.
9. Approach. Recovery coaching services will be provided by the Grantee as described in their Proposal, attached.
10. Reports. The Grantee shall provide request for Funds to the Grantor every month. Annual evaluation reports shall be submitted within 30 days of the end of the grant period (November 30, 2024).
11. Record Keeping. The Grantee agrees to keep, for a period of six (6) years after the Project is completed, such records with respect to the utilization and the proceeds of this Grant Agreement as are kept in the normal course of business and such additional records as may be required by the Grantor. The Grantee further agrees to make these records available to the Grantor upon request. All information about clients will be aggregated and de-identified to protect client identity and privacy.
12. Payments. The Grantor shall in accordance with Section 1 disburse an amount not to exceed \$3,125 to Grantee for the cost of performing the Services at the close of each month after submission of Requests for Funds as required by section 10. Any cost related to performing the Services in excess of the Funds shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the work is less than the Funds (the difference between the two amounts referred to hereinafter as the "Excess"), the Grantor shall have no obligation to pay the Excess.
13. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither party shall assign, subcontract or otherwise transfer this Grant Agreement, in whole or in part, without the prior written consent of the other party.
14. Termination. In the event either Party fails to fulfill all obligations under the terms of this Grant Agreement, and such failure is not cured within thirty (30) days after the Party given written notice to the other Party specifying such failure, the non-defaulting Party shall have

the right, in its sole discretion, to terminate this Grant Agreement upon written notice to the other Party. The Parties may also terminate this Agreement for convenience at any time upon written notice to be received by the other Party not less than 30 days in advance of termination. Upon receipt of said termination notice, the Parties shall cease to incur additional expenses in connection with this Grant Agreement. Upon termination, the Parties shall be free to pursue any rights or remedies provided within this Grant Agreement, including without limitation, recapture of Funds as set forth in Section 13 below.

15. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, any Funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the Grantor without further expenditure thereof. If the Grantee fails to fulfill its obligations under the terms of this Grant Agreement as a result of negligent or intentional acts or omissions of the Grantee, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Grantor the entire amount of the Funds provided under this Grant Agreement, and the Grantor may take such steps as are necessary, including legal action, to recover such funds. In the event that the Grantor takes legal action under this Grant Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this Grant Agreement.
16. Compliance with Laws. The Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the services, such provisions being incorporated herein by reference.
17. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service. At the Grantor's discretion, notices and other communications may be sent electronically.
18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law. This Grant Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and both parties submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Grant Agreement.
20. Expiration and Renewal. This agreement will expire on November 30, 2024.

[signature page follows]

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

Outer Cape Health Services, Inc.

AWARDING AUTHORITY
THE TOWN OF HARWICH

By its Town Administrator

By: DocuSigned by:
Patricia A. Nadle
Patricia Nadle
Chief Executive Officer

DocuSigned by:
Joseph F. Powers
Joseph F. Powers

CEO

Print Title

Approved to as to availability of funds:

DocuSigned by:
Megan Green contract sum: \$37,500
Finance Director account: 01122A2 / 623014

Attachment A Scope of Services

The Recovery Coach position is a year-round position that will help residents access resources related to harm reduction, treatment, and recovery. Recovery Coaching is a 1:1 peer-based service providing assistance to those seeking to support their own recovery from Substance Use Disorders. Recovery coaches are most often in recovery themselves and therefore offer the lived experience of active addiction and successful recovery. They focus on helping individuals to set and achieve goals important to recovery. By supporting multiple pathways of recovery, Recovery Coaches assist individuals to build recovery capital to help achieve overall wellness. (Note: The Recovery Coach is not intended as an emergency service resource and is not available 24/7.)

The specific responsibilities of the Recovery Coach are as follows:

- Establish contacts and build relationships with clients presenting with substance abuse issues.
- Build a network to provide at risk clients access to services.
- Follow up on partner (e.g., first responder, police) notifications involving overdoses and suspected substance abuse concerns.
- Respond to referrals and cold calls within 24-48 hours.
- Assess each client's needs using substance abuse specific tools.
- Provide promotional and informational materials in various media to inform the public of the Recovery Coach services available.
- Provide weekly office hours and home visits to clients.

Budget Justification:

Salary plus benefits: \$62,500
IT expenses: \$5,000 (once every 3 years)
Mileage, .65/mile @ 150 miles/mo: \$1,170
Client expenses funds: \$7,500
Administrative fee 10%: \$7,617
Total: \$83,787 1.0 FTE
 \$41,893 .5FTE
 \$27,929 .3FTE

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Select Board* 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 \$75,000 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: 015102-538003 Account
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Table with 2 columns: Buildings and Public Works, Goods and Services. Contains various checklist items (C1-C7, GS1-GS4) and notes regarding bid processes and exemptions.

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

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

**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

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract for Town Hall Sidewalk/Crosswalk ADA compliance

Date: November 14, 2023

This memo corresponds to *Contract with Lawrence Lynch Corp in the amount of \$40,653.44.*

The ADA compliance study done in 2018 recommended work be completed to update the transition from the parking lot to the sidewalk along the back entrance of Town Hall. Currently the crosswalk from the parking lot to the back door is obstructed by a curbed island and is not wheelchair accessible.

This contract falls under MGL c. 30, §39M, a written scope of work was used to solicit quotes from no fewer than 3 vendors who customarily perform this type of work. Prevailing Wage was advertised as part of the solicitation. The request for quotes was posted in COMMBUYS, the Central Register, the website and the Chronicle. Six quotes were received.

Lawrence Lynch provided the most responsive and responsible proposal offering the lowest price. A payment bond and certificate of insurance have been obtained. This work is scheduled to begin before the end of the calendar year.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sean Libby **DEPARTMENT:** DPW

FUNDING SOURCE: ATM 2023 Art 16 item 15

Appropriated amount: \$44,500.00 **Estimated cost:** \$ 44,500.00 **Actual cost:** \$44,500.00

PROCUREMENT METHOD:

30B; 3 Quotes requested with written Specifications

PURCHASE DESCRIPTION:

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

Removal of existing concrete sidewalk, curbing, and sloped wheelchair access. Relocate the entrance to the center of rear doors, place new concrete sidewalk and curbing. Mill 1500 sq ft of asphalt replace with topcoat and re-stripe.

This work was recommended by the consultant study completed in 2018.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW ^{014218/623115}
^{\$44,500.00}

Funds Available: Finance Director: DocuSigned by:
Megan Green Account # _____
36E65676E18A4AC...

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

Town Hall Sidewalk Project

The Town of Harwich is soliciting written responses in accordance with M.G.L. c.30, §39M for sidewalk/island/asphalt work at 732 Main Street, Harwich, MA.

The scope of work includes curbing work, removing and replacing sidewalk, line striping and landscaping. Full Scope of Work is found at www.harwich-ma.gov/home/pages/procurement under the heading "Town Hall Sidewalk Project".

Responses are due no later than November 3, 2023 at 2:00 pm. Responses must be in writing and submitted via email to slibby@harwich-ma.gov or hard copy to 732 Main Street, Harwich, MA 02645.

Prevailing Wage applies to this project and current rates are attached to this request for responses. A 50% payment bond will be required to be submitted upon contract execution. Vendor must have current OSHA training.

Questions must be submitted to Sean Libby, Facilities Manager prior to the submittal deadline. To contact Sean Libby, email slibby@harwich-ma.gov or call 508-430-7555.

Cape Cod Chronicle: 10/19/2023

Website: 10/12/2023

COMMBUYS: 10/12/2023

Central Register: 10/19/2023

General contract submission confirmation

The following General Contract submission was successfully received.

**Planned date of publish is
10/18/2023**

Awarding Agency

Agency Name and Address:	Town of Harwich 732 Main Street Harwich, MA 02645
Project Number:	
Estimated Cost:	
Contractor Qualification:	

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

Contact Information

Name:	Meggan Eldredge		
Phone:	5084307513	Fax	
Email Address:	meldredge@town.harwich.ma.us Notify email address listed when final publish date assigned.		

Contract Information

Project:	Town Hall Sidewalk Project. Remove and replace curbing with ADA compliant asphalt and concrete at 732 Main Street, Harwich, MA.		
Plans/Specifications Available:	Scope of Work found at https://www.harwich-ma.gov/home/pages/procurement		
Place, date and time			
General Bid Deadline*:	11/03/2023	Time	2:00 PM
Sub Bid Deadline:		Time	
Sub Bid Categories:			
Additional Information	written responses requested under MGL c.30 section 39M		

This page can be printed for your records.

Add Another

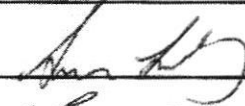

Return To Menu

Town of Harwich Bid Opening

Date, Time:	06 Nov 2023, 8am
Title:	

Bidder (in order of Bid Opening)	bid amount	other
Apex Excavating LLC	\$44,500.00	
M.C.E Dirtworks, Inc.	\$49,500.00	
Robert B. Our, Inc	\$49,999.00	
DeMelo Construction Services Corp	\$51,240.00	
R Mullen & Associates, Inc	\$68,796.00	
Lawrence-Lynch Corp.	\$40,653.44	

Commencement	
Completion	

	Name	Signature	Date
Bid Opener	Sean Libby		6 NOV 23
Witness	Lincoln Hooper		11-6-23



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

MAURA HEALEY
Governor

KIM DRISCOLL
Lt. Governor

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Town of Harwich
Contract Number: **City/Town:** HARWICH
Description of Work: reconstruct curbing and ramps for crosswalk installation from parking lot to building entrance

Job Location: 732 Main Street, Harwich,MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- **The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor.** For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this ^{13th} _____ day of November in the year Two Thousand and Twenty Three, between Lawrence Lynch Corp with a usual place of business at 396 Gifford Street, Falmouth, MA 02540 hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Select Board, with a usual place of business at 732 Street, Harwich, MA, hereinafter called the OWNER.

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

1. Scope of Work

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

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, a total contract price of forty thousand six hundred fifty three dollars and forty four cents (\$40,653.44).

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before June 30, 2024.

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

the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

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

4. Performance of the Work

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

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

- C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.
- D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.
- (2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.
- (3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.
- (4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.
- E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- G. Drawings, Specifications and Submittals:
- (1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications,

and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

- J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. Affirmative Action/Equal Employment Opportunity

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

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

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

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

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual

subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

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

8. Wage Rates

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

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

9. Payments to the Contractor

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

- A. The work performed during the preceding month.
- B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.
- C. Less the following retention items:
 1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.
 2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.
 3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

- D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:
1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.
 2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

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

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

- E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
- (a) Unit bid prices previously approved.

- (b) An agreed lump sum.
- (c) The actual cost of:
 - (1) Labor.
 - (2) Materials entering permanently into the work.
 - (3) The ownership or rental cost of construction equipment during the time of use on the extra work.
 - (4) Power and consumable supplies for the operation of power equipment.
 - (5) Wages to be paid.

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

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

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the Town or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

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

11. Contract Documents

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

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Performance Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Conditions
General Requirements
Specifications and Addenda
Schedule of Prevailing Wages

12. Terms Required By Law

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

13. Indemnification

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

14. Insurance

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

- .1 claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

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

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

Except for Workmen's Compensation, all liability coverage shall name the Town as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

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

16. Termination

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

17. Miscellaneous

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

[Remainder of page intentionally blank.]

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

CONTRACTOR

TOWN OF HARWICH

By

by its Select Board Over \$75,000

DocuSigned by:

Christopher M. Lynch

01175412EC45495...

Christopher M. Lynch
President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:

Megan Green

40,653.44
(\$ _____)

30E05678E18A4AC...
Finance Director

Contract Sum

DocuSigned by:

Joseph F. Powers

0623C0C5798644E
Town Administrator

014218 / 623115
ATM 23 #16-15

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

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

TAX COMPLIANCE

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

NON-COLLUSION

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

PUBLIC CONTRACTOR DEBARMENT

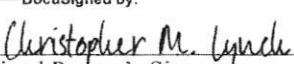
The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter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

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

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

COMPLETE AND SIGN BELOW:

DocuSigned by:

 Authorized Person's Signature
 Christopher M. Lynch
 President
 Print Name & Title of Signatory
 Lawrence-Lynch Corp.
 Name of Contractor

11/13/2023 | 8:19:35 AM EST
Date

Lawrence-Lynch Corp.
 PO Box 913
 Falmouth, MA 02541
 Phone 508.548.1800
 www.lawrencelynch.com



To: Town Of Harwich	Contact:
Address: Harwich, MA	Phone:
	Fax:
Project Name: Harwich Town Hall Sidewalk-Island-Asphalt Work	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Sawcut & Remove Precast Curb & Concrete Sidewalk (Includes Pre Time For Next Sidewalk)	68.00	SY	\$98.22	\$6,678.96
02	Mill Drive Between Island & Sidewalk 1.5"	167.00	SY	\$14.68	\$2,451.56
03	Excavate Island Soils 8" Below Existing Asphalt	4.50	CY	\$792.53	\$3,566.39
04	Install Precast Curb & Transitions @ Sidewalk & Island	44.00	LF	\$176.17	\$7,751.48
05	Pour Concrete Sidewalk (257 Sq. Ft.)	3.50	CY	\$896.66	\$3,138.31
06	Install Reclaimed @ Island 4"	2.50	CY	\$1,341.35	\$3,353.38
07	Pave 2.5" Binder Course On Island	3.00	TON	\$1,007.77	\$3,023.31
08	Pave 1.5" Top Course On Island & Crosswalk	16.00	TON	\$369.70	\$5,915.20
09	Landscape Restoration	1.00	LS	\$884.77	\$884.77
10	Subcontract - Striping Crosswalk - Markings Inc.	1.00	LS	\$3,504.64	\$3,504.64
11	50% Bid Bond	1.00	LS	\$385.44	\$385.44
Total Price for above Items:					\$40,653.44

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: Joseph F. Powers <small>DocuSigned by:</small> Signature: <u>Joseph F. Powers</u> Date of Acceptance: 11/3/2023 3:40:38 PM EST</p>	<p>CONFIRMED: Lawrence-Lynch Corp. Authorized Signature: <u>Nicolas Lynch</u> Estimator:</p>
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12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Select Board* 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 \$75,000** 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: 014 218/623115 Account
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

Buildings and Public Works

Goods and Services

- C1. Please show Prevailing Wage was used.
- C2. If construction is **near \$10,000** you also need:
 - a. Written spec sheet.
 - b. Advertised for two weeks on Central Register and COMMBUYS.
 - c. Apparent low bidder posted to Town website.
- C3. If construction **over \$25,000** you need C1, C2, as well as:
 - a. Show project was in the Capital Plan.
 - b. Low bidder provides 50% payment bond after Selectmen's countersignature.
- C4. If construction **over \$50,000** you need C1, C2, C3, as well as:
 - a. Bid Bond of 5% of total value.
 - b. Sealed Bids.
 - c. **End of Public Works construction requirements**
- 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:
 - a. Advertise in Central Register and local newspaper for two weeks.
 - b. Set a designer fee or price ceiling.
 - c. Use Standard Designer Application Form
- C6. If **Building** construction **over \$150,000** you'll need C1, C2, C3, C4, C5, as well as:
 - a. 100% payment bond was in bids.
 - b. 100% performance bond was in bids.
 - c. DCAMM certified bidders.
 - i. DCAMM certified sub-bids if over \$25,000.
- C7. If **Building** construction **over \$10,000,000** you'll need C1, C2, C3, C4, C5, C6, as well as:
 - a. Solicit qualifications prior to sealed bids.

- GS1. If procured using the **State Bid List**:
 - a. Over \$25,000 please show project was on the Capital Plan.
- GS2. If project is **over \$5,000**:
 - a. Please provide written spec sheet used and who it was sent to.
 - b. Maximum contract length is three years.
- GS3. If project is **over \$50,000**:
 - a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
 - b. Show project utilized sealed bids.
 - c. Apparent low bidder posted to Town website.
- GS4. If project is **over \$100,000**:
 - a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.
 - b. Show project utilized sealed bids.

Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.

Note 2: Bids may be negotiated downwards but never higher than original quote.

Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's Signature of Town Administrator or Assistant Town Administrator: M. Eldon

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


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

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Select Board
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract for tree services

Date: November 9, 2023

The current tree services contract expires at the end of the month. This contract was procured using MGL 30B by soliciting three written quotes. The low bidder, Baker Tree Services was chosen and awarded a one year contract. The contract price is based on a set daily rate, approximately 13 days of tree services are expected over the next year.

Funding is provided through Chapter 90 funds; trees are trimmed where they impede the roadway.

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Lincoln Hooper DEPARTMENT: DPW

FUNDING SOURCE: 014218 623110 (FY 24 Road Article)

Appropriated amount: \$700,000.00 Estimated cost: \$40,000 Actual cost: Unknown

PROCUREMENT METHOD:

Solicited written quotes from tree contractors

PURCHASE DESCRIPTION:

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

Please see attached Town of Harwich Tree Removal and Tree Trimming Scope of Services.

Tree services are often weather dependent and mainly used after storms to address trees we are unable to reach or that are in close proximity to utility wires. They are also used to address rotted, diseased trees in danger of falling.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: DocuSigned by:
Megan Green
36E65676E18A4AC... 014218 / 623110 Account # _____

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

Tree Removal & Trimming Services

TOWN OF HARWICH MAIN STREET HARWICH, MA 02645		<u>PRUDENT PROCUREMENT</u>		
DEPARTMENT: <u>DPW</u>		DATE: October 18, 2023		
	FIRM CONTACTED	TELEPHONE	ITEM(S) REQUESTED	WRITTEN QUOTE
NAME ADDRESS TOWN CONTACT	Tim Baker Inc. 1 Thorwald Drive South Dennis, MA 02660 Tim Baker	508-398-0966	Tree Removal and Trimming	\$2,875.00
NAME ADDRESS TOWN CONTACT	Treescapes, Inc. PO Box 1271 South Yarmouth, MA 02664 Manual Fernandez	508-771-4545	Tree Removal and Trimming	\$3,600.00
NAME ADDRESS TOWN CONTACT	Bartlett Tree Experts 2964 Falmouth Road Osterville, MA 02655 Graig Schneeberger	508-255-4309	Tree Removal and Trimming	\$3,760.00
NAME ADDRESS TOWN CONTACT	Seaside Arborists 656 County Road Pocasset, MA 02559 Stephen Buckhoff	774-836-3845	Tree Removal and Trimming	No Quote Closed business
NAME ADDRESS TOWN CONTACT				
NAME ADDRESS TOWN CONTACT				
DESCRIPTION: Tree removal and trimming services quoted for an 8 hour day - See Scope of Services				

Town of Harwich Tree Removal and Tree Trimming Scope of Services

The Town of Harwich DPW is soliciting quotes from qualified vendors for tree removal and tree trimming services in accordance with the provisions of Massachusetts General Laws Chapter 30B. The DPW does perform some tree removal and trimming, but requires the services of a certified arborist to safely remove dead, damaged or dying trees that may be in or close to overhead utility wires.

Scope of Work

The DPW will provide a list of tree locations where trees need to be removed or trimmed. In some cases trees will need to be removed in segments to protect wires or grave sites. Absent an emergency condition, the DPW develops this list until there is one to two full days of tree work before requesting service. The tree work will occur throughout the year.

All work will be performed in compliance with ANSI Z-133.1-2006 and ANSI 300 standard, and any published amendments or updates thereto. The prospective vendor must also be familiar with and certified to work around utility wires.

The contractor will be responsible to restore the work area back to pre-work conditions removing all branches, logs and woodchip debris generated from the area. However, there are times when the contractor will be directed to leave large logs on the side of the road that will be picked up later by the Town staff. This is done in order to maximize bucket truck usage while working for the DPW. When working for the Town, you will be able to dump woodchips and logs at the Town's Disposal Area without charge.

The Town of Harwich will arrange and pay for police details when required. The contractor must provide 2 hour minimum notice to the DPW, via telephone, if they need to cancel any scheduled work. If proper notice is not provided, the contractor shall be responsible for cost of the canceled detail.

The prospective vendor's tree removal and/or tree trimming price quote shall be for a daily rate of 8 hours that will start and end at the DPW at 273 Queen Anne Road in Harwich. The Town estimates a total of 13 days of tree removal and/or tree trimming work over the course of the year. The contract award shall be for one year of tree removal and/or tree trimming work. The contractor's price will include all equipment and personnel (minimum of 2) to perform the requested work including a bucket truck (working height of 70'), chipper, chainsaws, fuel, personal protective safety equipment and any other ancillary equipment needed.

TOWN OF HARWICH, MASSACHUSETTS

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Select Board, with an address of 732 Main Street, Harwich, MA 02645, hereinafter referred to as "Town," and Tim Baker, Inc. with an address of 1 Thorwald Drive, South Dennis, MA 02660 hereinafter referred to as "Contractor", effective as of the 7th day of November, 2023. 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 Tree Removal and Tree Trimming services as described in the scope of work attached.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall perform work as directed by the Town commencing upon contract execution and ending one year after execution.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$2,875.00 per day of work. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town. Approximately thirteen (13) days of work are anticipated, however this is subject to change and is not guaranteed.

ARTICLE 4: CONTRACT DOCUMENTS:

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

1. This Agreement.

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

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

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the

performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Tyler Baker, 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.

32-0107245

Social Security Number or
Federal Identification Number

DocuSigned by:



Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

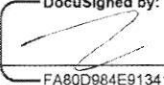
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR

TOWN OF HARWICH

By

by its Select Board Over \$75,000

DocuSigned by:

FAB0D984E913410...
Tyler Baker
CEO

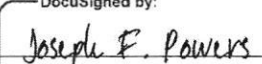
Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:

Megan Green (\$ 2,875.00/Day)
Finance Director Contract Sum

DocuSigned by:

Joseph F. Powers
Town Administrator

Account #PO: 014218 / 623110
ATM 23 #16-10 RD MAINT

Town of Harwich Tree Removal and Tree Trimming Scope of Services

The Town of Harwich DPW is soliciting quotes from qualified vendors for tree removal and tree trimming services in accordance with the provisions of Massachusetts General Laws Chapter 30B. The DPW does perform some tree removal and trimming, but requires the services of a certified arborist to safely remove dead, damaged or dying trees that may be in or close to overhead utility wires.

Scope of Work

The DPW will provide a list of tree locations where trees need to be removed or trimmed. In some cases trees will need to be removed in segments to protect wires or grave sites. Absent an emergency condition, the DPW develops this list until there is one to two full days of tree work before requesting service. The tree work will occur throughout the year.

All work will be performed in compliance with ANSI Z-133.1-2006 and ANSI 300 standard, and any published amendments or updates thereto. The prospective vendor must also be familiar with and certified to work around utility wires.

The contractor will be responsible to restore the work area back to pre-work conditions removing all branches, logs and woodchip debris generated from the area. However, there are times when the contractor will be directed to leave large logs on the side of the road that will be picked up later by the Town staff. This is done in order to maximize bucket truck usage while working for the DPW. When working for the Town, you will be able to dump woodchips and logs at the Town's Disposal Area without charge.

The Town of Harwich will arrange and pay for police details when required. The contractor must provide 2 hour minimum notice to the DPW, via telephone, if they need to cancel any scheduled work. If proper notice is not provided, the contractor shall be responsible for cost of the canceled detail.

The prospective vendor's tree removal and/or tree trimming price quote shall be for a daily rate of 8 hours that will start and end at the DPW at 273 Queen Anne Road in Harwich. The Town estimates a total of 13 days of tree removal and/or tree trimming work over the course of the year. The contract award shall be for one year of tree removal and/or tree trimming work. The contractor's price will include all equipment and personnel (minimum of 2) to perform the requested work including a bucket truck (working height of 70'), chipper, chainsaws, fuel, personal protective safety equipment and any other ancillary equipment needed.



Tim Baker Inc.

1 Thorwald Drive
South Dennis, MA 02660
(508) 398-0966

We accept payments by check, all major credit cards,
Zelle, CashApp, Venmo and cryptocurrency.

Date	2023-10-03
------	------------

DPW
Harwich
508-430-7555

Proposal

Day rate for 2 guys - 8hr work days

With at minimum of equipment stated - Bucket Truck 70ft boom, and chipper

Quote	2875 (Per Day)

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Select Board* 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 \$75,000 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: 014218-623110 Account
3. Please provide a single copy of the bid packet along with all supporting documents.
4. Please use K-P Law provided standardized contracts.

Buildings and Public Works
C1. Please show Prevailing Wage was used.
C2. If construction is near \$10,000 you also need:
a. Written spec sheet.
b. Advertised for two weeks on Central Register and COMMBUYS.
c. Apparent low bidder posted to Town website.
C3. If construction over \$25,000 you need C1, C2, as well as:
a. Show project was in the Capital Plan.
b. Low bidder provides 50% payment bond after Selectmen's countersignature.
C4. If construction over \$50,000 you need C1, C2, C3, as well as:
a. Bid Bond of 5% of total value.
b. Sealed Bids.
c. End of Public Works construction requirements
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:
a. Advertise in Central Register and local newspaper for two weeks.
b. Set a designer fee or price ceiling.
c. Use Standard Designer Application Form
C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as:
a. 100% payment bond was in bids.
b. 100% performance bond was in bids.
c. DCAMM certified bidders.
i. DCAMM certified sub-bids if over \$25,000.
C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as:
a. Solicit qualifications prior to sealed bids.
Goods and Services
GS1. If procured using the State Bid List:
a. Over \$25,000 please show project was on the Capital Plan.
GS2. If project is over \$5,000:
a. Please provide written spec sheet used and who it was sent to.
b. Maximum contract length is three years.
GS3. If project is over \$50,000:
a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.
b. Show project utilized sealed bids.
c. Apparent low bidder posted to Town website.
GS4. If project is over \$100,000:
a. Show project was advertised for two weeks in COMMBUYS and Goods and Services List Bulletin.
b. Show project utilized sealed bids.
Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.
Note 2: Bids may be negotiated downwards but never higher than original quote.
Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.
Written quotes

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

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

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



HARWICH FIRE DEPARTMENT

MEMORANDUM

David J. LeBlanc, **Chief of Department**
Craig W. Thornton, **Deputy Fire Chief**

Date: 10/18/2023
To: Joe Powers, Town Administrator / Procurement
From: Craig Thornton
Subject: Procurement – Dive Gear

Project: The Department sought funding to replace our Dive Team Members Gear that is over 10 years old. Funding was approved out of free cash during the 2023 Annual Town Meeting. The Fire Department has a very active Dive team that is made up of 10 members of the department. Training is conducted monthly along with the other members of the regional teams.

Description: Our request for new dive equipment allows the department to outfit the team with the current state-of-the-art equipment that will be custom fitted for each of them. Most of our current divers have gear that was handed down to them.

Vendor: Dive Right In Scuba
24222 W. Lockport Street
Plainfield, IL 60544

Contact: Timothy Linse, tim@diverightinscuba.com, 815-267-8400

Items: Please see included Quote with a description of the items

Price: \$35,288.00 Dive Quote 10240

Recommendation: Dive Right In Scuba has provided us with a competitive quote with the desired equipment for our Dive Team and we would like to proceed with this company.

Procurement Method: 3 Vendors were sought for quotes. Dive Right In Scuba, Diver's Cove and QC Scuba. We received quotes from Dive Right in Scuba and Diver's Cove. QC Scuba did not respond to the request. The two quotes that were received were substantially similar regarding the equipment specified and quoted. Dive Right-In Scuba's quote was significantly less money.

Source and Amounts: 2023ATM Article 16, Project #3. Equipment replacements

Total Funds: \$36,580, 2023ATM

Contact/Signatory: Timothy Linse, tim@diverightinscuba.com, 815-267-8400

Included Documentation:

Dive Quote 10240
Divers Cove LLC Quote #803
KP Law Harwich – Form Contract
POST Procurement Checklist
Checklist and Approval Form to Initiate Procurement
2023ATM Pages 1, 22, & 23

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton **DEPARTMENT:** Fire Department

FUNDING SOURCE: 2023ATM Article 16, Project #3. Equipment replacements

Appropriated amount: \$ 36,580.00 **Estimated cost:** \$35,288.00 **Actual cost:** \$ 35,288.00

PROCUREMENT METHOD:

3 Vendor Quotes were sought. We received quotes from Dive Right in Scuba and Diver's Cove. QC Scuba did not respond to the request. Dive Right In Scuba's quote was significantly less money.

PURCHASE DESCRIPTION:

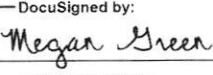
The Fire Department would like to purchase Dive Gear that is listed in Dive Quote #10240 from Dive Right In Scuba.

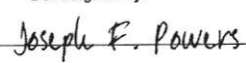
Quantities, Cost and Descriptions of the equipment is listed in the Dive Quote dated October 16th, 2023.

Funding was approved a the 2023 ATM. This equipment will provide the dive team members with new dive equipment, replacing gear that is over 10 years old.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

012208-623163

Funds Available: Finance Director:  Account # _____
DocuSigned by: 36E65676E18A4AC...

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

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 **Dive Right In Scuba**, with an address of **_24222 W. Lockport Street, Plainfield, IL 60544** hereinafter referred to as "Contractor", effective as of the **_18th_** day of **_October 2023_**. 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 **a Dive Equipment as listed in the Dive Quote 10240 dated October 16th, 2023**, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services as the equipment becomes available for delivery.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of **\$35,288.00**. 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.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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.

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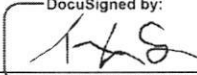
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Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Timothy Linse, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth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

30.0350604

Social Security Number or
Federal Identification Number

DocuSigned by:


Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR
By

DocuSigned by:


6AFE5E0DA1C941B...
Timothy Linse Sales Rep

Printed Name and Title

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

Approved as to Availability of Funds:

DocuSigned by:


Finance Director (\$ 35,288.00)
Contract Sum

012208-623163
ATM 23#16-3

by its Town Administrator Up to \$50,000

DocuSigned by:


Town Administrator

24222 W. Lockport St., Plainfield, IL 60544
815-267-8400

Scott Tyldesley Harwich Fire

5 Sisson Road
Harwich, MA 02645
UNITED STATES

Quote

Employee: Tim Linse
Created: 10/16/2023 6:21:17 PM
Printed: 16 Oct 2023 06:38

Quote # 10240

Qty	Stock #	Description		Unit Price	Price
	8103STOCK	Red Q - Stock Sizing	Special	\$2,450.00	\$17,150.00
	004091	Install Round Rings (Quick Cuff)	Special	\$100.00	\$800.00
	009760	Install Quick Neck	Special	\$100.00	\$800.00
	DS13UBK16	Temperate Undergarment	Special	\$195.00	\$195.00
	010615	Red Q - MTM		\$2,850.00	\$2,850.00
	DS13UBKK2	Temperate Undergarment		\$195.00	\$195.00
	DS13UBK13	Temperate Undergarment		\$195.00	\$195.00
	DS13UBK15	Temperate Undergarment		\$195.00	\$585.00
	DS13UBK14	Temperate Undergarment		\$195.00	\$390.00
	04.3820.67	VEO 4.0 NAVCON		\$485.00	\$3,880.00
	02-0360-3p	Z2 Octo with 36" Yellow Hose		\$270.00	\$1,080.00
	900463-000	Buddy Phone for OTS Masks		\$801.00	\$6,408.00
	920001-001	Guardian Full Face Mask - Blk Skirt / Blk Hardware		\$760.00	\$760.00

Sub-Total \$35,288.00
Tax \$0.00
Grand Total \$35,288.00

with 7 boot (ML Undie)
with 11 boot (XL undie)
with 9 boot (L undie)
with 11 boot (ML undie)
custom size with 11 boot (k2 undie)
with 12 boot (L undie)
mens ms with womens us 7 boot (m undie)
with 10 boot (large undie)
silcanized boots, latex wrist seals, hood/neck combo, metal zipper, sitech valves.

This Quote is valid until Tuesday, January 16, 2024

Post Procurement Checklist


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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - 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: 012208-623163 Account # ATM23
- 3. Please provide a single **copy of the bid packet** along with all supporting documents. #16
- 4. Please use K-P Law provided standardized contracts.

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

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

Signature of Town Administrator: 

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



HARWICH FIRE DEPARTMENT

MEMORANDUM

David J. LeBlanc, **Chief of Department**
Craig W. Thornton, **Deputy Fire Chief**

Date: October 12, 2023
To: Joe Powers, Town Administrator / Procurement
From: Craig Thornton, Deputy Fire Chief
Subject: Procurement of 4 Gas Meters

Project: The Department seeks to replace its 4 Gas Meters that are used by the firefighters that are on the fire apparatus. 4 Gas meters allow our firefighters to detect harmful gases and respond appropriately to that threat.

Description: The Department successfully received AFG Grant(EMW-2021-FG-04579) to replace our Thermal Imaging Cameras. There is \$10,864.00 that is left from the initial grant award. An amendment was submitted to use the remaining funds for the Gas Meters, which was approved.

Vendor: Industrial Protection Services, LLC,

Contact: Cliff Plourde cplourde@ipp-ips.com 603.533.6004

- | | |
|---|-------------------|
| 1) 10 Monitor GasAlertMax XT II – 4Gas | Price: \$9,480.00 |
| 2) 10 Vehicle Charger Cord Plug | Price: \$490.00 |
| 3) 1 Honeywell IntelliDoX Docking Station | Price: \$3,091.00 |
| 4) 1 Platinum Service Contract | Price: \$441.00 |
| 5) 1 Gold Service Contract | Price: \$261.00 |
| 6) Replacement O2 Sensor | Price: \$228.00 |
| 7) Replacement MICROpel(LEL) Sensor | Price: \$167.00 |
| 8) Replacement MICROcel(CO) Sensor | Price: \$115.00 |
| 9) Replacement MICROcel(H2S)Sensor | Price: \$115.00 |

Total: \$13,061.00

Recommendation: Industrial Protection Services, LLC is a well-known company that we have purchased equipment from in the past. They are very responsive, competitive and have provided the department with quality equipment. We recommend that we purchase the above items from Industrial Protection Services.

Procurement Method: Operational Services Division FIR04/FIR04A

Funding Sources:

1. \$10,864.00 from AFG Grant / EMW-2021-FG-04579 - Amendment – 1
2. \$2,197.00 from Fire Department FY24 Expense Budget, Obj 578000

Contact/Signatory:

Industrial Protection Services, LLc
33 Northwestern Dr.
Salem, NH 03079

Kevin Murphy kmurphy@ipp-ips.com

Included Documentation:

Memo - EMW-2021-FG-04579 - Amendment – 1
Harwich FD GasAlert Max XT II Monitors Quote 091423-03
Checklist and approval form to initiate procurement – Meters
KP Law Harwich - Form Contract for supplies
POST Procurement Checklist

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Thornton **DEPARTMENT:** Fire Department

FUNDING SOURCE: AFG Grant EMW-2021-FG-04579 / FY24 Expense Budget, Obj 578000

Appropriated amount: \$13,061.00 **Estimated cost:** \$13,061.00 **Actual cost:** \$13,061.00

PROCUREMENT METHOD:

Operational Services Division - FIR04/FIR04A
Pricing sought from State Contract

PURCHASE DESCRIPTION:

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

The Department seeks to replace its 4 Gas Meters that are used by the firefighters that are on the fire apparatus.

1) 10 Monitor GasAlertMax XT II – 4Gas	Price: \$9,480.00
2) 10 Vehicle Charger Cord Plug	Price: \$490.00
3) 1 Honeywell IntelliDoX Docking Station	Price: \$3,091.00
4) 1 Platinum Service Contract	Price: \$441.00
5) 1 Gold Service Contract	Price: \$261.00
6) Replacement O2 Sensor	Price: \$228.00
7) Replacement MICROpel(LEL) Sensor	Price: \$167.00
8) Replacement MICROcel(CO) Sensor	Price: \$115.00
9) Replacement MICROcel(H2S)Sensor	Price: \$115.00
	Total: \$13,061.00

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: Megan Green Account # 11 22202-558000
36E65676E18A4AC... 4FF2
0623C0C5799644E... 0 2202-578000

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

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 Industrial Protection Services, LLc, with an address of 33 Northwestern Dr. Salem, NH 03079, hereinafter referred to as "Contractor", effective as of the _12th_ day of _October, 2023. 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 all items listed in Harwich FD GasAlert Max XT II Monitors Quote 091423-03, 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 as soon as the equipment becomes available.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$13,061.00. 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.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and services being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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, Cliff Plourde, 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.

04-3347014

Social Security Number or Federal Identification Number

DocuSigned by:

Cliff Plourde

85E8E2A7F9D7486...

Signature of Individual or Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR
By

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

DocuSigned by:

Cliff Plourde

85E8E2A7F9D7486...

Cliff Plourde Sr Product Specialist

Printed Name and Title

Approved as to Availability of Funds:

Megan Green

36E6678E18A4AC...

Finance Director

(\$ 13,061.00)
Contract Sum

by its Town Administrator Up to \$50,000

DocuSigned by:

Joseph F. Powers

Town Administrator

11222202-558000-24FF2
012202-578000

Quote



Industrial Protection Services, LLC
 33 Northwestern Dr., Salem, NH 03079
 125 Roberts Rd, Ste 4, South Portland, ME 04106
www.ipp-ips.com

Date: **14-Sep-2023**

QUOTE #091423-03

Bill To: **Attn: Fire Chief David LeBlanc**
Harwich Fire Dept
175 Sisson Rd
Harwich, MA 02639

Ship to: **SAME**

Salesperson	Shipping Method	Purchase Order No
Cliff Plourde	Destination	

Qty	Item #	Description	Each Price	Line Total
10	XT-XWHM-Y-NA	Monitor, GasAlertMax XT II - 4 Gas (O2/LEL/CO/H2S) Built in Pump, Color: Yellow	948.00	9,480.00
Standard Package Contents: Detector complete with specified sensor(s), stainless steel alligator clip and concussion-proof housing, Rechargeable battery, Wall outlet charging adaptor, 3 ft. / 1 m calibration hose with quick connect, 10 ft. / 3 m sampling hose with particulate filter and quick connect, Reversible screwdriver, Kit of spare pump filters (5 particulate and 5 hydrophobic), Manual, Multi-language CD manual.				
10	GA-VPA-1	Vehicle Charging Cord, 12-24vDV w/Cigarette Plug	49.00	490.00
1	DX-MAXXT-KIT	Honeywell IntelliDox® docking station for Honeywell BW™ Max XT II - Automated Calibration Station - KIT	3,091.00	3,091.00
Turnkey system includes: IntelliDox station for Max XT II, power cord, demand flow calibration regulator head, calibration gas, brackets and accessories				
	SPGXT-XWHM0-P4I	Platinum Service Contract: XT, LEL, Oxygen (O2), Hydrogen sulfide (H2S), Carbon monoxide (CO), 4-Year Solution Contract, 3-Day Depot, covers Instrument/Monitor, sensor and firmware	441.00	
	SPGXT-00000-G4I	Gold Service Contract XT, 4-Year Maintenance Contract that provides repair and firmware updates	261.00	
	SR-X2V	Replacement oxygen (O2) sensor (for use with GasAlertMax XT II/Quattro), BW Honeywell	228.00	
	SR-W-MP75C	Replacement MICROpel combustible (LEL) sensor, for GasAlertMicroClip and GasAlertMax XT II	167.00	
	SR-M-MC	Replacement MICROcel carbon monoxide (CO) sensor, for GasAlertMicroClip and GasAlertMax XT II	115.00	
	SR-H-MC	Replacement MICROcel hydrogen sulfide (H2S) sensor, for GasAlertMicroClip and GasAlertMax XT II	115.00	
Note:For orders that include Calibration Gas Cylinders. Cal Gas ships via UPS or FedEx Ground Hazmat Service. Applicable upcharges apply pass thru				
ALL PRICING GOOD FOR 30 DAYS UNLESS OTHERWISE NOTED				

Cliff Plourde

Quoted Freight Charges

Email: cplourde@ipp-ips.com
 Cell: 603-533-6004 Office: 800-696-4740

\$ 13,061.00

Post Procurement Checklist

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

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

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - 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: 012202-578000 Account # _____
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

EMW-2021-
FG-04579

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

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

Signature of Town Administrator: 

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