

## SELECT BOARD MEETING AGENDA\*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Regular Meeting 6:00 P.M.

Tuesday, September 5, 2023

### **Remote Participation Optional:**

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

<https://meet.goto.com/767564429>

You can also dial in using your phone.

Access Code: 767-564-429

United States: [+1 \(872\) 240-3212](tel:+18722403212)

*\*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

- A. Open Meeting Law Training for Boards, Committees & Commissions – Thursday, September 28, 2023, Session 1 begins at 2:00 p.m., Session 2 begins at 5:00 p.m., at the Community Center

### IV. CONSENT AGENDA

- A. Accept the resignation of Eric Levy, Bikeways Committee, effective immediately
- B. Approve David Nixon to be the Recreation and Youth Commission representative to Community Preservation Committee, term to expire June 30, 2026, as approved by Recreation and Youth Commission
- C. Approve Robert Doane to be the Historic District and Historical Commission representative to the Community Preservation Committee, term to expire June 30, 2026, as approved by the Historic District and Historical Commission
- D. Affirm Don Yannuzzi, Jr. as the Shellfish Constable, term to expire 06/30/2024, per Town of Harwich Charter Chapter 3, Section 6, 3-6-1
- E. Affirm the appointment of Amy Jalbert to the Voter Information Committee, term to expire 6/30/25, as recommended by the Select Board Interview Committee
- F. Accept a donation for after school and summer programs in the amount of \$1,000 from the Chatham Harwich Newcomers Club, Inc.
- G. Approve Select Board Meeting Minutes:
  - 1. August 21, 2023

### V. NEW BUSINESS

- A. Discussion on the Disposal Area Regulations as it relates to the Treasure Chest Operation; Votes may be taken
- B. Update from a member of the Local Planning Committee on the Local Comprehensive Plan
- C. Vote to appoint Dinah Lane as the Town of Harwich Representative to Cape Media Board of Directors, term to expire 12/31/2025
- D. Vote to remove Cameron Smith from the Waterways Committee due to lack of attendance
- E. Vote to remove Andrew Docken from the Bikeways Committee due to lack of attendance
- F. Discuss the Select Board's Social Media Policy
- G. Review financial audit presented by CLA Consulting
- H. Approve the following Special Permits:
  - 1. One day wines & malt permit – Rotary Club of Harwich/Dennis – Event to be held at Stonewood Products, 15 Great Western Road, on Saturday, September 23, 2023, 5:00 p.m. to 10:00 p.m.
  - 2. One day entertainment & event permit – Harwich Chamber of Commerce – Event to be held at Hinckley Home Center, 138 Route 137, on Saturday, September 23, 2023, 12:00 p.m. to 4:00 p.m. – Recorded/live music, amplification, dancing outside
  - 3. One day entertainment & event permit – Harwich Chamber of Commerce – Holiday parade to begin at Harwich Elementary Parking lot, 263 South Street & end at Harwich Community Center, 100 Oak Street, on Sunday, December 3, 2023, 12:00 p.m. to 2:00 p.m. – Recorded/live music, amplification outside

### VI. OLD BUSINESS

- A. Review of Committees; Votes may be taken
  - 1. General Issues
  - 2. Any Committee update
  - 3. Agricultural Commission
  - 4. Annual Committee meetings
- B. Discussion - Notice of subsidy via the Cape Cod and Islands Water Protection Fund
- C. Attorney General Review of General and Zoning bylaw amendments from 2023 Annual Town Meeting

VII. **CONTRACTS**

- A. Approve a contract with JJS Universal Construction Company in the amount of \$120,000 for the replacement of the Brooks Free Library Roof
- B. Approve a contract change order for the Brooks Academy Museum Basement Renovation project with Campbell Construction Group, LLC to deduct \$10,991 from the original \$1,189,000 contract

VIII. **TOWN ADMINISTRATOR'S REPORT**

IX. **SELECT BOARD'S MEMBER REPORT**

X. **CORRESPONDENCE**

XI. **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:**

\_\_\_\_\_  
Danielle Freiner, Executive Assistant

**Posted by:** \_\_\_\_\_  
Town Clerk

**Date:** \_\_\_\_\_  
August 31, 2023

**PUBLIC**  
**COMMENTS /**  
**ANNOUNCEMENTS**



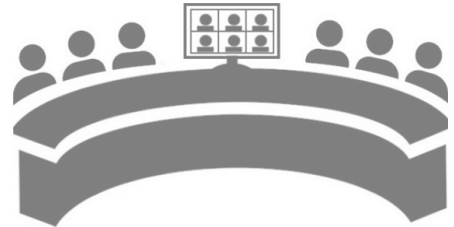
# OPEN MEETING LAW TRAINING FOR BOARDS, COMMITTEES, & COMMISSIONS

On Thursday, **September 28, 2023**, KP Law, in collaboration with the Town Clerk and Town Administrator, will be holding two Open Meeting Law Training sessions. The sessions are open to all members of Town Boards, Committees, and Commissions. Staff are also invited to attend.

**Harwich Community Center**  
Multipurpose Room  
100 Oak Street, Harwich, MA 02645

**Session 1:** 2 – 4 PM

**Session 2:** 5 – 7 PM



*Attendance is **strongly encouraged** for all members, even for those who have attended prior training sessions.*

Advanced registration is required

Please register with the Town Clerk's Office no later than  
September 27, 2023 at 4 PM  
by phone at 508-430-7516 or email to Assistant Town Clerk  
Jennifer Clarke at [jclarke@harwich-ma.gov](mailto:jclarke@harwich-ma.gov).

*We look forward to seeing you there!*



# **CONSENT AGENDA**

**Danielle Freiner**

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**From:** [REDACTED]  
**Sent:** Monday, August 21, 2023 4:32 PM  
**To:** Danielle Freiner  
**Subject:** Bikeway Committee

Please accept my decision to not be on the Bikeway Committee. I have recently retired and find myself very busy at home!

Thank you,  
Eric Levy

Sent from my iPhone

*Natural Resources*  
Town of Harwich  
715 Main Street · P.O. Box 207  
Harwich Port, MA 02646  
(508) 430-7532 · Fax (508) 430-7535



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# Memo

**To:** Chair, Select Board  
**Via:** Joseph F. Powers, Town Administrator  
**From:** Don Yannuzzi Jr, Natural Resources Director  
**Date:** August 29, 2023  
**Subject:** Appointment of Don Yannuzzi Jr. as Shellfish Constable

Request acceptance and appointment as Shellfish Constable under statute (MGL s. 130, § 98)  
This appointment confirms Don Yannuzzi Jr. as Shellfish Constable. Subject to the appointing authority, Don Yannuzzi Jr. shall initiate, promote, and manage shellfisheries in The Town of Harwich. Don Yannuzzi Jr. shall enforce all statutes, ordinances, by-laws, rules, and regulations relative to shellfish in The Town of Harwich.

Don Yannuzzi Jr.

# CITIZENS ACTIVITY VACANCY FORM

*Volunteer Now – Serve Your Community*

Town government needs citizens who are willing to give time in the service of their community. The Citizens Activity Record program was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees.

Activity records are being updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

## CITIZENS ACTIVITY VACANCY FORM

BOARD OF SELECTMEN

732 Main Street, Harwich, MA 02645

Name: Amy R. Jalbert Street/P.O. [REDACTED]  
Town/Zip: Harwich, 02645 Telephone: [REDACTED]  
Email: [REDACTED] Occupation: Accountant

*(LIST IN ORDER OF PREFERENCE)*

### PLANNING AND PRESERVATION

- Agricultural Commission
- \*Board of Appeals
- Brooks Academy Museum Commission
- (1) By-law/Charter Review Committee
- (2) Community Preservation Committee
- \*Conservation Commission
- Cultural Council Committee
- Forest Committee
- Harwich Energy & Climate Action Committee
- Historic District and Historical Commission
- \*Planning Board
- Real Estate and Open Space Committee
- Traffic Safety Committee
- OTHER \_\_\_\_\_

### OTHER

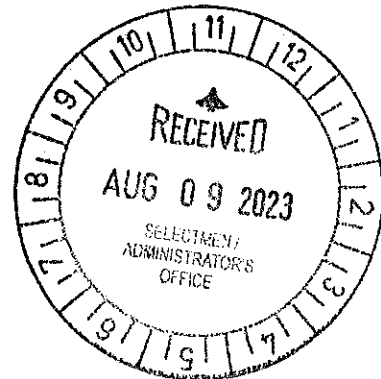
- Affordable Housing Trust
- \*Board of Assessors
- \*Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Finance Committee
- Harwich Accessibility Rights Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- (3) Voter Information Committee
- Youth Services Committee

### RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

\* Please include a resume with form

\*\*\*\*Please complete back of form.



#### EDUCATIONAL BACKGROUND:

Graduate of Nauset Regional High School  
Associates Degree from Cape Cod Community College  
Bachelors Degree from New England College  
Masters of Science in Accounting  
Enrolled Agent License Granted by the IRS

#### RELEVANT SKILLS:

- \*Detail oriented
- \*Organized
- \*Good communication skills
- \*Decision making ability
- \*Ability to work with a team and compromise/problem solve
- \*Positive attitude
- \*Strong work ethic
- \*Responsible

#### REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

Growing up on Cape Cod, I see a need for the next generation to show some interest in our town government and volunteer our time to help Harwich grow and prosper. We have many more issues needing to be addressed, now, more than ever before. I would like to help be a part of that. I would like to see Harwich and its lands remain the old Cape Cod that I grew up in, while persevering for a better future for our children. Thank you for taking the time to consider my application.

Please accept this donation  
from the CHatham Harwich  
Newcomers club, Inc for  
after school and summer programs

Thank you  
Jon Graham  
Treasurer



**MINUTES  
SELECT BOARD MEETING  
DONN B. GRIFFIN ROOM, TOWN HALL  
732 MAIN STREET, HARWICH, MA  
EXECUTIVE SESSION 5:15PM  
REGULAR MEETING 6:00PM  
MONDAY, AUGUST 21, 2023**

**MEMBERS PARTICIPATING:** Mary Anderson, Chair, Julie Kavanagh, Vice Chair, Jeff Handler, Clerk, Don Howell and Michael MacAskill

**ALSO PARTICIPATING:** Joseph Powers, Town Administrator

**CALL TO ORDER:** Ms. Anderson called the meeting of the Harwich Select Board to order on August 21, 2023 at 5:15PM to go into Executive Session and to return no later than 6:00PM.

Mr. Handler moved to move the meeting into Executive Session as presented, seconded by Mr. MacAskill.

Vote: 4:0 in favor. Motion carried. (Mr. Howell was not yet present)

**EXECUTIVE SESSION:**

- A. Pursuant to MGL c.30A, s21(a)(6) to consider the purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town
- B. Pursuant to MGL c. 30A section 21(a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that an open meeting would have a detrimental effect on the town's bargaining position; Harwich Employees Association (HEA)

Ms. Anderson reopened the Select Board meeting, Mr. Howell is now present. Ms. Anderson reported that in Executive Session the Board discussed the two items in the agenda. One vote was taken but it will not yet be discussed due to legal reasons.

**PLEDGE OF ALLEGIANCE:**

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

**PUBLIC COMMENTS/ANNOUNCEMENTS:**

- A. Next Select Board Office Hours

August 21, 2023

Ms. Anderson noted that she and Mr. Handler are doing open office hours September 21st from 2:00PM to 4:00PM. Location to be announced.

#### B. Cemetery Department Announcement Level II Accredited Arboretum

Robbin Kelley, Cemetery Commissioner was present and gave a brief history of the work at the Arboretum. She announced that they were granted a Level II status in July of 2023. She also noted the mission of the Commission and how some groups will be utilizing the Arboretum and other services that they offer.

#### C. Town of Harwich Community Chanel is now Channel 8

Jamie Goodwin is now the Channel 8 Director. The station changed from 18 to 8 on August 17th. She noted a survey on the website asking for suggestions for a new name.

#### D. Next Select Board Working Group Session will be September 11, 2023

Ms. Anderson noted that the next Working Group meeting will be held on September 11th at 6:00PM in the Griffin Room. She addressed a previous comment suggesting that the Board was holding illegal meetings. She confirmed that she had discussed the meetings with counsel prior to the first Working Group meeting. The meetings are not illegal. She explained the reasons in detail.

Carol Fuller of Harwich and newly elected Vice Chair of the Golf Committee was present and commented on the cancellation of the Golf Committee's meeting.

Ms. Anderson asked that the conversation be continued to later in the agenda.

Harwich Police Chief David Guillemette was present with Carolyn Carey of the Community Center. He announced Popsicles with the Police which will be held on Friday, August 25th, 1:00PM at the Community Center and all are invited.

Ms. Carey all noted more events taking place at the Community Center.

Ashley Symington, Director of Youth and Family Services was present and announced the formation of a new group called While You Are Waiting which is geared towards Middle School and High School age students. She shared details about the group and what will be provided for them.

Ms. Anderson noted that the Board of Trustees of the Affordable Housing Trust has a speaker, Bob Wilbur, scheduled to speak about the intersection of Conservation and Affordable Housing. She gave details about that topic and gave contact information.

August 21, 2023



**CONSENT AGENDA:**

- A. Approve Select Board Meeting Minutes:
  - 1. July 31, 2023
  - 2. August 7, 2023
- B. Approve the committee appointment of Linda Roderick to Council on Aging, as recommended by the Select Board Interview Committee, term to expire 06/30/2025

Mr. Handler moved to approve the Consent Agenda as presented, seconded by Mr. MacAskill.

Vote 5:0 in favor. Motion carried.

**OLD BUSINESS: - A**

- A. Update on proposed Pine Oak Village Home Phase IV project; Votes may be taken.

Bob Doane, Vice President of Pine Oak Villager Homes and Jim Perine of Commonwealth Community Developers were present. Also present virtually were Peter Freeman and Rich Claytor from Horsley Witten Engineering. A slideshow presentation was given explaining the application process, what they have accomplished to date and what they will be requesting from the Select Board. Mr. Freeman explained, in detail, the 40B application process and the difference between LIP and LIHTC.

Mr. Doane resumed the presentation explaining in detail, the phases and what they include. There was a screen showing the proposed project and Mr. Perine explained which sections would be developed in different phases.

Board members asked questions on a variety of subjects such as public transportation, how this effects the schools, design, wastewater etc. Mr. Doane and Mr. Perine answered in detail when possible. Not all facts are available at this point.

Mr. Powers also answered questions regarding the difference between LIP and LIHTC. He also offered an overview of the process from the time application forward.

Mr. Doane and Mr. Perine continued with the slide presentation and noted the request for the letter of support.

Mr. Powers suggested that the letter of support from the Select Board wait until after the comprehensive meeting with staff.

Board members voiced concerns and/or support of the project.

Ms. Anderson thanked all speakers and presenters for all they have done for this project and for the town.

August 21, 2023

**NEW BUSINESS:**

A. Affirm the appointment of Don Yannuzzi as Natural Resource Director

Mr. handler moved to affirm the appointment of Don Yannuzzi as Natural Resource Director, seconded by Mr. MacAskill.

Mr. Howell stated that he will be abstaining until there is a discussion about why so many people are leaving even after recently being appointed.

Mr. MacAskill asked Mr. Powers to give them an overview of Mr. Yannuzzi's employment.

Mr. Powers gave an overview of Mr. Yannuzzi's employment with the town and his continuing education.

Vote 4:0:1 in favor with Mr. Howell abstaining. Motion carried.

B. Vote to reduce the membership of the Harwich Accessibility Rights Committee from seven to five members

Item B. will be taken at the end of the agenda when committees are discussed.

C. Discuss the fall Select Board meeting schedule.

Ms. Anderson noted that the fall schedule is included in the packet. The summer schedule continues through November.

Board members expressed opinions about the schedule. It was agreed that the summer schedule will continue through the end of September and they will have further conversation about the next months.

D. Vote to send a letter of support to MassDEP denying Holtec's application

Mr. MacAskill moved to send a letter of support to MassDEP for their tentative decision on denying Holtec's application for discharge in Cape Cod Bay, seconded by Mr. Howell.

Elaine Dickenson of Harwich was present and noted what the Holtec application involved and why it is illegal. She asked the Harwich Select Board to join other towns across the Cape, the South Shore and the Barnstable County Commission to express support for the Massachusetts Department of Environmental Protection's tentative determination to deny the permit to Holtec and to urge the DEP final decision to fully deny the permit.

Vote 5:0 in favor. Motion carried.

August 21, 2023

E. Discuss possible parking expansion at the Harwich Port Municipal Parking Lot.

Board members expressed their opinion and offered suggestions about the expansion of the Parking Lot.

Kristen Ferriolo of Pleasant Street in Harwich was present. Her home abuts the property of this discussion. She invited Board members to come to her property to see what it would be like if the trees are removed. She expressed her opinion and offered suggestions.

John Hanson of Pleasant Street in Harwich was present. His home is directly across from the parking lot. He noted the buffer of trees and the deed which he believes has restrictions that prevent taking those trees down. He suggested some alternatives to expanding the Municipal Parking Lot and asked the Select Board to consider alternatives.

Ms. Kavanagh clarified the situation with the bank parking and noted that they, as a Board have spent quite a bit of time exploring alternative parking areas and options and that they take this very seriously.

Doug Carlson of Pleasant Street in Harwich was present. He expressed his opinion and why he is against more parking at the Municipal Lot and offered suggestions of alternatives.

Bob Cohn of Harwich was present and also resides on Pleasant Street. He distributed handouts and expressed his opinion. He spoke about his parking survey, made suggestions of alternatives including shared parking.

It was noted that the Select Board is not making a decision at this meeting.

Donna Hanson of Pleasant Street was present. She commented on the bank parking lot and suggested a change in the signage.

Mr. Handler thanked everyone who spoke for their input and suggestions options.

Richard Waystack was present. He spoke about the parking situation from a business owners point of view.

Bob Nickerson of Harwich Port was present. He expressed his opinion and why he is against the expansion of the Parking Lot.

Bob Bench of Miles Street was present. He suggested that the Board revisit a previous legal briefing which said that the expansion could not be done. He also expressed his opinion and why he is against the expansion of the Parking Lot.

August 21, 2023

Ms. Anderson thanked everyone for coming out and expressing their opinion. There is a lot to consider and the Board takes it all very seriously. There was discussion by the Board regarding the time frame and what needs to be done by Mr. Powers including researching the legal briefing and the deed. It was suggested that another conversation could take place after 30 days.

Mr. Powers noted that he put a place holder for this item for Town Meeting.

Marcia Casey of Pleasant Street was present and spoke about shared parking and requested updating the signage.

F. Approve the following Special Permit Applications:

1. One day Entertainment permit for Harwich Center Cultural District - Event to be held at Brooks Park Gazebo, 1 Oak Street, on September 11, 18, 25, October 2 & 9, 5:00 p.m. to 7:30 p.m., (sound check 5:00 to 5:50 p.m. & show 6:00 to 7:30 p.m.) - Recorded or live music, amplification, dancing by patrons
2. One day entertainment and wines and malt permit - Heather MacKenzie - 70th Birthday Party (private event) to be held in the Library at 204 Sisson Road on September 23, 2023, 6:30 p.m. to 9:30 p.m. - Recorded or live music, amplification, dancing by patrons and a light show.
3. One day wines and malt permit - Heather MascKenzie - Art/Photography opening to be held in the Library at 204 Sisson Road on September 22, 2023, 5:00 p.m. to 7:00 p.m.

Mr. Handler moved to approve the Special Permit Applications as presented, seconded by Mr. MacAskill.

Vote 5:0 in favor. Motion carried.

**OLD BUSINESS - B:**

- A. Review of Committees, Votes may be taken
  1. General issues

Ms. Anderson spoke in general about the Committee Review. She noted that the first Working Group was on the structure of town government. The Select Board sets the policy, the Town Administrator implements that and manages the day to day operation. All of the Department Heads report to the Town Administrator and the Committees are advisory to the Board of Selectmen other than those that are regulatory. To change that structure requires a Charter change.

2. Golf Committee

August 21, 2023

Ms. Anderson thanked Roman Greer and Sean Fernandez who, through their hard work and expertise, Harwich has Cranberry Valley. As a Board member, she has nothing but praise for their work. She also thanked members of the Golf Committee for their expertise and what they bring to the table.

Mr. Handler, Liaison to the Golf Committee, spoke about the asset of Cranberry Valley and that the people running it are doing a fantastic job. He also noted that the Golf Committee's Charge is confusing and that the Select Board has to create a Charge and described what that should be.

Mr. Howell spoke about the role of the Golf Committee and agrees that the Charge needs to be clarified for this to work.

Mr. Handler commented on the joint meeting between the Golf Committee and the Charter Committee and noted that it was not recorded and cannot be reviewed. He noted three specific things said that are not the role of the Golf Committee.

Carol Fuller, Vice Chair of the Golf Committee was present but noted that she was not speaking on behalf of the Golf Committee. She did note the many projects and initiatives that the Committee has been involved with. Ms. Fuller suggested that the Committee needs a vehicle to communicate any departure from the Select Board so they can explain their reasons. She continued to note how the Committee members are appointed and she expressed the value of the Committee to the Select Board and the Town. She asked that if the Select Board is leaning towards dismissing the Committee that the Committee be provided an opportunity to meet with the Select Board.

Michelle Ryan, a Harwich resident was present and noted that she started as a volunteer to help the Golf Committee. She is now a Committee member and expressed the frustration of working with a vague Charge. Ms. Ryan requested that if the Select Board chooses to continue with a Golf Committee that the Golf Committee members understand the Select Board's goals for the golf course and that they quickly get an updated Charter.

Linda Cebula of the Charter Review Committee was present. She noted that at the Golf Committee was invited to talk to them as part of their review process and noted what the Golf Committee brought to the meeting. She suggested that the Select Board rewrite the Charter.

Steve Bilotta, Clerk of the Golf Committee was present. He proposed that the Golf Committee have a working session and write operating procedures and gave examples. He also noted ways that the Committee members can help the golf course and the town and he gave examples noting a particular project involving working on the short course with money they were awarded.

Mr. Powers noted that the money became available through a procurement by staff.

August 21, 2023

Ms. Anderson clarified a few points including that the Town Administrator is the Chief Procurement Officer and that before they can move forward, the Golf Committee needs to have a Charge before discussing an operating procedures.

Carol Fuller responded to a comment by Mr. Handler. She commented that they cannot do anything without information and noted what they have learned about the procedure they have to go through to get information.

Mr. Handler responded that not all information is within the purview the Golf Committee.

Mr. MacAskill commented that for the Golf Committee to voice an opinion. there would have to be more and better communication. He also agreed that the Charter has to be updated and he noted the procedure to request information.

Ms. Anderson also commented on the process to get information, the problem of unclear Charges for other committees also and she hopes they can clean or rewrite the Charge. She also noted the issues of the swearing in, the ethics, and other issues that they are working on.

Mr. Howell commented on the past activity of the Golf Committee and the quality, experience and talent of the current Committee members. He encouraged them to be serious about the things that need to be fixed and commented that he appreciates everything that they have done.

Mr. Powers commented on the Charter and that half of the Committee's under Chapter 7 have some connection to an employee. He feels that as they go forward, they should seek the input of the employees.

Discussion followed with Board members discussing the process including Committees, employees and the Board.

Mr. Handler commented that the question of what they should do between now and when the Charge is created still remains. His recommendation to the Board was for the Golf Committee to work on some language and ideas that could be presented to him, he will work with the employees and the Town Administrator to begin crafting what they think the Charge should look like. He suggested to the Committee members that they focus on what they think their Charge should be and not worry about any golf course related issues. Mr. Handler noted that he will not continue to cancel meetings as long as the meetings revolve around crafting language on how they see their Charge being formulated.

Michelle Ryan commented that they have already done what he is asking,

Linda Cebula asked, as a resident, if the Select Board is saying that they will be cancelling meetings of committees.

August 21, 2023

Ms. Anderson replied that it is not a general statement.

Mr. MacAskill noted that this is a pause until there are changes to the Charge.

Steve Kearses asked Mr. Handler to explain a previous statement. He and Mr. Handler agreed to discuss it in private as it is not an agenda item.

Ms. Anderson began the conversation on the comprehensive review on the process of Charters. She commented on the team including Emily Mitchell, Jen Clarke and Ellen Powell and noted their suggestions, including pausing the interviews for new committee members.

Mr. MacAskill commented that he would like to continue the interview process to be sure they have people to draw from when they have finished reviewing the Charter.

Discussion followed regarding the pros and cons of continuing to interview.

Mr. Howell explained why some committees can move forward with new members and also suggested that they continue to interview.

Elizabeth Harder commented on the change in the Charge of the Housing Committee and that they are waiting for Ms. Nickerson's opinion so they can move forward.

Mr. MacAskill noted that they have discussed that the process will begin with the Select Board Liaison working with the Department Head and then working with the Committee.

Ms. Anderson noted that the next item is to get a process for handling current Committee members if the Board ultimately decides that they want to reduce seat numbers or combine committees. She suggested that, because of the late hour, they continue this discussion to the next meeting. Also continued will be a Board discussion on the need for alternate members on the non-regulatory committees. The next item was a suggestion from the "team" on what Committees to look at first.

Mr. Howell noted that, he is the Liaison to the Monomoy School District and he is not recommending that it be disbanded.

Emily Mitchell, Town Clerk mentioned that as the Board decides what order of the Committees they would work on next, her team can provide information which she described in detail.

#### B. Update from the Town Administrator on ongoing projects

August 21, 2023

Mr. Powers referred to a memorandum in the packet with an updated spread sheet. He identified specific items which he explained in detail. They continue to take projects off month to month and are still actively engaged in the process.

Mr. MacAskill noted that they had asked Board members to send in their priorities. His priority is Owners Unknown and he asked Mr. Powers when he will start working on that.

Mr. Powers replied that the bid notification on that document went out on this date.

**CONTRACTS:**

- A. Approve a contract with Tighe & Bond for engineering services for Route 124 Culvert Assessment in the amount of \$119,884.

Mr. Powers gave a description of this contract. He recommended that the Board vote to execute the contract as recommended by staff.

Mr. Handler moved to approve a contract with Tighe & Bond as presented, seconded by Mr. Howell.

Vote 5:0 in favor. Motion carried.

**TOWN ADMINISTRATOR'S REPORT:**

Mr. Powers reported updates on personnel including several appointments and he gave details. He also gave updates on contracts which he described in detail.

**SELECT BOARD MEMBER REPORT:**

Mr. Handler reported that he and Mr. Howell attended a citizens' meeting at the Community Center regarding housing. He is looking forward to the next step by this group.

Ms. Anderson gave an update on the Harwich Board of Trustees of the Affordable Housing Trust, what they have done recently and what they plan in doing in the near future.

**CORRESPONDENCE:** None

**ADJOURNMENT:**

Mr. MacAskill moved to adjourn, seconded by Mr. Howell. Vote 5:0 in favor. Meeting adjourned.

Respectfully submitted,  
Judi Moldstad, Board Secretary

August 21, 2023



# **NEW BUSINESS**

# TOWN OF HARWICH

## DISPOSAL AREA REGULATIONS DRAFT

### DEFINITIONS:

**RESIDENTIAL HOUSEHOLD TRASH:** Any rubbish, refuse, or garbage that is normally generated from within a dwelling used for human habitation by the owner of such property or by the tenant of such property.

**COMMERCIAL MSW:** Any rubbish, refuse, bulky waste, or garbage that is generated from motels or rental cottages, business, industry, construction or demolition within the Town of Harwich and not from a single residence.

**C&D DEBRIS:** Any waste building material that results from the construction, remodeling or repair from homes and/or businesses.

**RECYCLABLE MATERIALS:** Any materials prohibited from the waste stream by Massachusetts Department of Environmental Protection regulations.

### GENERAL INFORMATION

The Harwich Disposal Area will be open seven days a week, from 8:00 AM to 4:00 PM, with the exception of Thanksgiving, Christmas, and New Year's Day.

Operating hours are set by the Director of Highways and Maintenance; changes in operating hours will be posted in the local papers a minimum of one week in advance.

Emergency closings may happen at any time due to adverse weather and unforeseen circumstances.

### RESIDENTIAL

All legal residents/real estate taxpayers will be admitted to the Disposal Area with a valid Sticker or by paying the "no sticker" fee. Proof of residence must be presented with the Motor Vehicle Registration in order to purchase stickers, which must be renewed annually. Stickers are non-transferable and valid from July 1<sup>st</sup> through June 30<sup>th</sup>. Stickers will be prorated after January 1<sup>st</sup>.

Non-resident stickers, which provide privileges identical to those of resident stickers, may be purchased for an additional charge.

Any sticker that does not match the registration for the vehicle it is on will be confiscated.

## **RECYCLING**

Recyclable Materials may be deposited in designated areas by anyone with a valid sticker.

Compostable materials, such as leaves and grass clippings, are accepted free of charge to residents. These materials must be weighed.

The Paint Shed is open from April 1<sup>st</sup> to October 31<sup>st</sup>. The drop-off limit is five (5) gallons per day.

The Treasure Chest is open to the public, no dealers. Anyone found to be in violation of the Treasure Chest rules is subject to having their privileges revoked. The hours of the Treasure Chest are subject to change without notice.

## **COMMERCIAL**

All Commercial Packers shall stencil or paint the Identification Number as well as the maximum vehicle capacity in cubic yards on the right side of the vehicle.

All Commercial MSW must be waste generated in the Town of Harwich. The contents of commercial vehicles may be spot checked to prove origin. Violators will be subject to a fine and/or suspension of dumping privileges.

## **CONSTRUCTION & DEMOLITION (C& D) DEBRIS**

Construction and demolition debris is accepted at the Disposal Area from 8:00AM to 3:00PM, and must be weighed.

Management reserves the right to accept non-Harwich generated C&D materials, based upon market conditions and our ability to handle the additional material.

## **RULES**

All vehicles must come to a full stop at the gate, and must observe the 15MPH speed limit.

All vehicles with residential trash must either have a valid Sticker affixed to it, in accordance with the requirements of the Division of Highways & Maintenance, or pay a "no sticker" fee.

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All commercial vehicles must weigh in and out and will be charged according to the material that they have. Commercial vehicles with MSW must have a permit from the Board of Health.

No person, licensed or unlicensed, shall transport or cause to be transported any garbage, refuse or other material without a proper cover or tarpaulin to prevent the material from being scattered along public roads and highways during transit.

No person shall remove or transport garbage, offal, or other offensive substances through the streets of the Town of Harwich without first obtaining a permit from the Board of Health, as stated in Chapter 111, Section 31A of the General Laws of the Commonwealth of Massachusetts. All such permits shall expire at the end of the calendar year in which they are issued, but may be renewed annually. No permit shall be transferred except with the approval of the Board of Health.

The Disposal Area Supervisor shall have the authority to regulate and control the disposal of all waste brought to the Disposal Area and he shall designate where any waste material is to be deposited. All waste materials shall be deposited in designated areas only.

Any person tampering with or damaging the Disposal Area Gate or depositing waste material in front of the Gate shall be subject to prosecution. No person shall deposit refuse in the Disposal Area except during operating hours.

It shall be allowable for persons to remove items from the Disposal Area except when such activity interferes in operations or causes danger to the person or the staff of the Disposal Area, as determined by the Disposal Area Supervisor.

It shall be unlawful for any person to sell scrap, salvage, or used material at the Disposal Area.

As a condition of using the Disposal Area, the owner, operator, or person in charge of a vehicle transporting refuse shall, upon request, provide evidence as to the origin or nature of waste materials for disposal.

No person shall deposit or cause to be deposited in the Disposal Area any slop, offal, or contents of any sewage system (cesspools, septic tanks, leaching pits or fields, or privy vault).

No Hazardous Waste shall be deposited in the Disposal Area except in the designated area during the posted Household Hazardous Waste Collections.

The Division of Highways and Maintenance and its employees shall have the authority to enforce any and all provisions of these regulations.

If any article, regulation, paragraph, sentence, clause, or phrase of the Disposal Area Regulations shall be declared invalid for any reason whatsoever, that decision shall not affect any other portion of these Regulations, which shall remain in full force and effect.

## PENALTIES

Violations of these Disposal Area Regulations may be subject to the following:

- 1<sup>st</sup> offense - Oral or written warning that subsequent infractions may result in fines or revocation of dumping privileges
- 2<sup>nd</sup> offense - Fine of up to \$100 for each infraction, unless otherwise provided by law
- 3<sup>rd</sup> offense - Revocation of Disposal Area privileges for a period of up to one (1) Year
- 4<sup>th</sup> offense - Permanent revocation of Disposal Area privileges

## **RULES FOR THE USE OF THE HARWICH TREASURE CHEST**

### **I. Statement of Purpose**

The purpose of the "Treasure Chest" located at the Harwich Transfer Station, is to divert additional refuse from the Transfer Station and Landfill and to provide a venue for transfer of re-usable items to interested residents, non-profit organizations and needy individuals and families.

### **II. Treasure Chest Operation**

- A. The Treasure Chest will be open Friday through Monday, 9:00 AM to 3:00 PM from May to October, and Saturday and Sunday, 9:00 AM to 3:00 PM from November to April. Schedule is subject to change due to weather conditions and/or the availability of volunteers.
- B. Visitors to the Treasure Chest will be limited to one visit daily, for a maximum of 30 minutes. Loitering will not be allowed.
- C. Donated items will be received only in the designated sorting areas, as determined by the Treasure Chest Chairman or his/her designee. Items may be refused for acceptance if they are not in good condition or working order or if they are on the list of unacceptable items.
- D. Resale of items on Town property is prohibited.

Anyone who violates these rules may be asked to voluntarily leave the premises by the Treasure Chest Chairman or his/her designee. If the person refuses to leave, the Chairman or designee shall contact the Disposal Area supervisor, who will enforce the Disposal Area Regulations, as adopted by the Board of Selectmen on September 6, 2005.

Adopted Board of Selectmen: December 3, 2007  
Amended January 10, 2011 – Section II B to read "30 minutes"





# HARWICH LOCAL COMPREHENSIVE PLAN UPDATE

**Select Board Meeting – September 5, 2023**

Sharon Rooney, AICP, Principal Planner

# PROJECT GOALS

- **Prepare Vision Statement and Growth Policy**
- **Complete inventory/assessment of existing conditions**
- **Identify planning and land use goals**
- **Prepare capital facilities and infrastructure plan**
- **Complete Housing Production Plan update**
- **Prepare targeted action plan and implementation schedule**
- **Draft and Final LCP for Town Meeting adoption**
- **Satisfy the requirements for Cape Cod Commission certification**



# LCP COMPONENTS

Vision Statement/Growth Policy

LCP Goals

Existing Conditions/Analysis

Prepare/Integrate Other Plans

Capital Facilities and Infrastructure Plan

Targeted Action Plan & Implementation Schedule

Housing Production Plan Update

Open Space & Recreation Plan Update

Draft/Final LCP

Town Meeting/CCC Certification

# CURRENT WORK


- Develop community engagement strategy
- Early visioning outreach – postcard
- LCP survey development

Please Check All That Apply:

- Full-time Resident
- Part-time Resident
- Seasonal Resident
- Work in Harwich

What do you love most about Harwich?

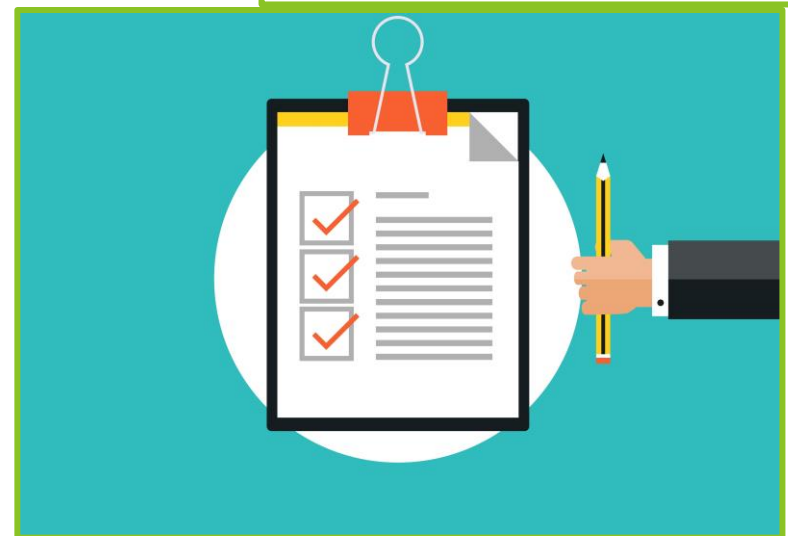
What are your biggest concerns about Harwich?



Is there anything else you'd like to tell us?

Drop this in the box at The Town Hall and visit us online for information about the Harwich Local Comprehensive plan update.

<https://www.harwich-ma.gov/local-planning-committee>



# FALL VISIONING WORKSHOPS



# PROJECT TEAM

## PROJECT MANAGEMENT



**Brandee Nelson, PE, LEED AP**  
Vice President  
Project Director



**Sharon Rooney, AICP, RLA**  
Principal Planner  
Project Manager

**Karen Sunnarborg**  
Housing Production Plan

## KEY PERSONNEL



**Allison Koch**  
Planner II  
Existing  
Conditions/Analysis



**R. Gordon Leedy, JR AICP, LEED AP**  
Principal Landscape Architect  
Open Space & Recreation  
Plan (OSRP)



**Greg Lucas, PE, PTOE**  
Senior Project Manager  
Transportation



**Audrey Starbard, EIT**  
Project Manager  
Water/Wastewater





# HARWICH LOCAL COMPREHENSIVE PLAN

Sharon Rooney, AICP  
[srooney@tighebond.com](mailto:srooney@tighebond.com)

# Update on Local Comprehensive Plan

Select Board

Tuesday September 5, 2023

Joyce McIntyre, LPC chair





## Our Progress and our Next Steps



# Convened in September 2022

- 1) Organized
- 2) Commitment to respectful open dialogue across community and absolute best data available
- 3) Educated Ourselves

The screenshot shows a Google Drive interface for a folder named 'Harwich'. At the top, there are navigation elements: 'My Drive > Harwich', a list view icon, and an info icon. Below this are three filter buttons: 'Type', 'People', and 'Modified'. The 'Folders' section contains nine folders arranged in a 3x3 grid, each with a person icon and a three-dot menu icon. The folders are: 'Unique to Harwich', 'Sample RFPs', 'Record of visioning proc...', 'priorities for RFP scope ...', 'Other towns visioning pr...', 'Massachusetts Open Sp...', 'Massachusetts Housing ...', 'Housing specific materi...', 'General Info about Hirin...', 'Capital Planning docum...', and 'Cape Cod Commission ...'. The 'Files' section shows three file thumbnails: 'Town Reports' (with a list of links), 'Non Profit Count' (with a blue menu icon), and 'NHMA - The Secrets of ...' (a PDF document from the NHMA Municipal Association with a table of contents).





# Fall 2022: A Unique Time in Harwich History

- **Transparency** and **revision** process built into visioning process to get community buy in
- Experience with **quantitative vs. qualitative** data gathering
- Comes with tools **for diverse and broad engagement** of population in LCP development
- Working knowledge of Cape Cod and what makes **Cape Cod unique**
- Integrate **land use, zoning, capital planning processes** in our plan
- Experience with **Innovative technologies/frameworks/processes** in planning of town development



## Stake Holders

Harbors/Fishermen/PBA

Clergy and Nonprofit

Town Employees

Part Time Residents

Historical Architecture

Arts/Library/Culture

Small Business/COC

Schools (kids and teachers)

Health (Fire, Police, Human Services, Fontaine)

Surrounding Towns and County

Seniors

Real Estate/Developers

Cape Verdean Community

Working families, regular people

Bipoc/Immigrant/LGBTQ

Environmental: water resources, estuaries, ponds,

Open Space and Recreation

Coastal Resources

Regulatory Environment with State DEP title V changes

Climate changes



## Winter and Spring 2023:

- Cape Cod Commission (CCC) Chloe Schaefer presentation on CCC certification of LCP
- Harwich Affordable Housing Advocate Brianna Nickerson
- Amy Usowski, Conservation Administrator
- Daniel Pelletier, Water Commissioner
- Mike Lach, Harwich Conservation Trust

*Fluidity of Issues in Community:* Attending Housing Forums and Huddles, ad hoc groups like Harwich Community Organization

***Housing Production Plan and Open Space and Recreation Plans to be included in LCP***

Introduction to Housing Production Plan, Karen Sunnarborg

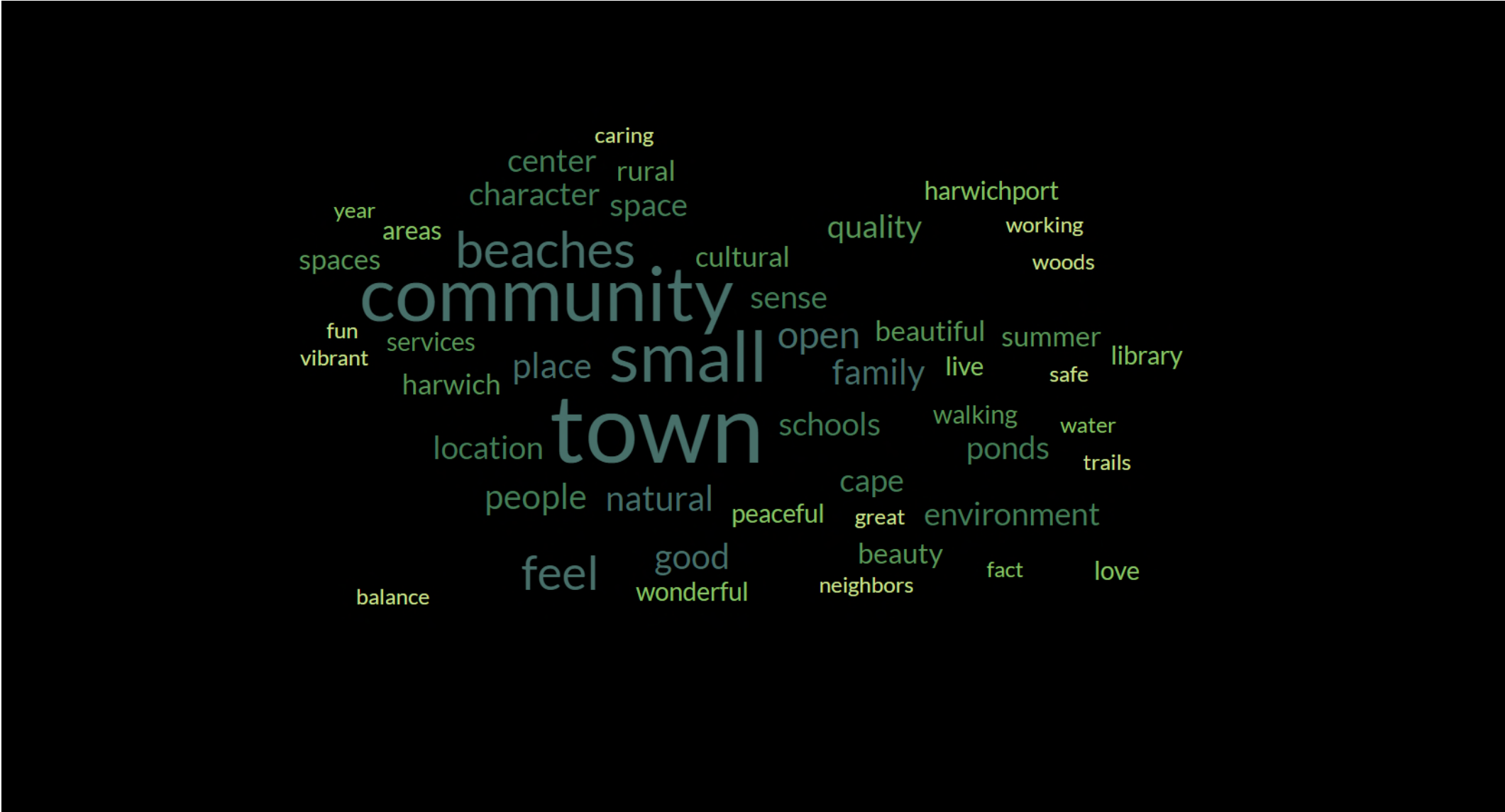


# Summer 2023:

- Qualitative and Quantitative Data
- We want to hear from EVERYONE



# *What do you love most about Harwich?*







## ***Is there anything else you'd like to tell us?***



- “The beauty...the quality of life...and passion of the residents.
- The small town life. Wild spaces.
- The rural aspect of having a quiet home and a safe place to start a family and enjoy your friends
- Open space and beaches and the fact the Town still has many working families.
- Small beautiful town, ponds and beaches, council on aging is the best, community center is wonderful. Been here 40 years!
- People, small town caring /feeling, very good public schools for our kids, good fire/ambulance, police library, cultural center, clean water ponds & beaches, summer events like Harwichport music, Mondays at bandstand and Thursdays at Cultural center courtyard.
- I love this town. So appreciate Community Center services and Town Nurse, they are such an important part of this community and help so many people.”



## ***Is there anything else you'd like to tell us?***

- “When my husband and I bought our house in Harwich, we liked the services the town offered and the environment in the town to preserve so many conservation areas and historical areas of significance. We love the harbors and beaches and the efforts to help out some of those who are in need through such programs as The Family Pantry and The Treasure Chest.
- Bottom line is people want to be here and we want people who will bring innovative, caring, dedicated mindset to our town.
- Housing for young families (not necessarily low income, just an affordable regular sized house for a family)
- Finding the proper balance between appropriately planned development and keeping the small town charm that exists.
- Would like to see a plan of managed growth.
  
- We hope you listen to us
  
- Keep up the good work-it's a constant struggle
- Thank you for undertaking this initiative! I'm happy to participate and support you however I can.”





Our People, Environment, Water, Housing, and everything else that makes Harwich, **HARWICH**: It's all Connected



# Where we are going and WHY

Mindful of collaboration and listening, but also our role to distill

High level questions in Quantitative Survey

The time and space to incorporate truly Best Practices

Our ask: Town Planner and nimble digital tools

Our Goal: The LCP is **USEFUL** and **USED**



## Harwich Channel

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**100 Oak Street**  
**Harwich MA 02645**

### Memorandum

**To:** Select Board  
Joseph Powers, Town Administrator  
Meggan Eldredge, Assistant Town Administrator  
**From:** Jamie Goodwin, Station Manager  
**Date:** August 18, 2023  
**Re:** Representative to Cape Cod Community Media Center Board of Directors

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It is my pleasure to recommend Dinah Lane to the Cape Cod Community Media Center Board of Directors. Dinah has been serving as a valuable volunteer of the Harwich Channel 18 department for the past six years. Her knowledge of the Town's government channel operations coupled with her deep engagement in the community makes her a perfect fit to be the Town's representative to the CCCMC public access station.

In the past six years of working with Dinah, she has shown a great passion for informing the citizens of Harwich about local services and events. She is solely responsible for scheduling and recruiting on-air talent for community updates. Dinah is an excellent communicator and is always cognizant of the mission of Channel 18 and strives to deliver accurate information to the people of Harwich.

Again, I would like to extend my support of Dinah Lane as the Harwich representative to the Cape Cod Community Media Center Board of Directors.

# SAMPLE SOCIAL MEDIA POLICY

## I. INTRODUCTION

The [City/Town] of \_\_\_\_\_ permits departments to utilize social media sites and social networking sites (collectively “social media sites”) to further enhance communications with its residents and various stakeholders in support of [City/Town] goals and objectives. [City/Town] officials and [City/Town] departments have the ability to publish articles, facilitate discussions and communicate information through such media to conduct *official* [City/Town] business. Social media sites facilitate further discussion of [City/Town] *government business*, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

This policy sets forth general guidelines that must be adhered to with respect to utilization of social media sites for official [City/Town] purposes. Questions regarding this Policy should be directed to \_\_\_\_\_ [insert title of appropriate official]. These guidelines may be supplemented by more specific administrative procedures and rules as may be issued. Furthermore, this Policy may be amended from time to time, and is meant to be read in conjunction with all other applicable policies and procedures of the [City/Town] of \_\_\_\_\_.

## II. DEFINITIONS

1. “Social media sites” and “social networking sites” refer to websites that facilitate user participation, networking, and collaboration through the submission of user generated content. Social media in general includes tools such as: blogs, wikis, microblogging sites, such as Twitter; social networking sites, such as Facebook and LinkedIn; video sharing sites, such as YouTube; and bookmarking sites such as Del.icio.us.
2. A “social media identity” is a specific user identity or account that has been registered on a third party social media site.
3. A “blog” (an abridgement of the term web log) is a [City/Town] of \_\_\_\_\_ website with regular entries of commentary, descriptions of events, or other material such as graphics or video.
4. A “moderator” is an authorized [City/Town] of \_\_\_\_\_ official (appointed or elected) or employee, who reviews, authorizes and allows content submitted by the [City/Town] officials, employees and public commentators to be posted to a [City/Town] of \_\_\_\_\_ social media site or sites.

## III. POLICY

1. All [City/Town] social media sites shall be:
  - a) approved by \_\_\_\_\_ [insert title of appropriate official]; and
  - b) published using social media platform and tools approved by the Information Technology Department (“IT”).

2. The official posting for the [City/Town] will be done by \_\_\_\_\_ [insert title of appropriate official] or their designee.
3. Departments have the option of allowing employees to participate in existing social media sites as part of their job duties, or allowing employees to create social media sites as part of their job duties. Department Heads may allow or disallow employee participation in any social media activities in their departments.
4. All [City/Town] social media sites shall adhere to applicable state, federal and local laws, regulations and policies including the Public Records Law, Public Records retention schedules, Open Meeting Law, Copyright Law and other applicable [City/Town] policies.
5. Public Records Law and e-discovery laws and policies apply to social media content. Accordingly, such content must be able to be managed, stored and retrieved to comply with these laws. Furthermore, once such content is posted on a social media site, it should stay posted, unless it is removed for one of the reasons set forth below in paragraph Numbers 10 or 11, or it is changed to fix spelling or grammar errors.
6. All social media sites and entries shall clearly indicate that any content posted or submitted is subject to public disclosure.
7. Each [City/Town] social media site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and social media/network site. Where possible, social media sites should link back to the official [City/Town] of \_\_\_\_\_ Internet site for forms, documents and other information.
8. Each [City/Town] social media site shall indicate to users that the site is subject to a third party's website Terms of Service. Furthermore, each [City/Town] social media site shall indicate that: the social media site provider could collect personal information through user's use of the social media site; and that this personal information may be disseminated by the third party; and that such dissemination may not be governed or limited by any state, federal or local law or policy applicable to the [City/Town].
9. All social media sites shall clearly indicate they are maintained by the [City/Town] of \_\_\_\_\_ and shall have the [City/Town] of \_\_\_\_\_ contact information prominently displayed.
10. The [City/Town] reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.
11. [City/Town] social media content and comments containing any of the following forms of content shall not be allowed for posting:
  - a) **Comments or content** not topically related to the particular site or blog article being commented upon;
  - b) Profane, obscene, or vulgar language or content;

- c) **Comments or content** that promotes, fosters or perpetuates discrimination on the basis of race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity leave, genetic information, or active military status;
- d) **Comments or content that is threatening or harassing;**
- e) **Sexual comments, content, or links to sexual content;**
- f) Conduct or encouragement of illegal activity;
- g) Information that may tend to compromise the safety or security of the public or public systems;
- h) Content that violates a legal ownership interest of any other party;
- i) **Protected health information;**
- j) **Personnel information; or**
- k) **Other information that is not public record or is otherwise privileged from public disclosure.**

12. All [City/Town] social media moderators shall be trained regarding the terms of this policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.

13. Where appropriate, [City/Town] IT security *and/or computer use* policies shall apply to all social media sites and articles.

14. Officials (elected or appointed) and employees representing the [City/Town] via social media sites must conduct themselves at all times as a representative of the [City/Town] and in accordance with all applicable rules, regulations, and policies (including personnel policies) of the [City/Town] of \_\_\_\_\_. See Section IV, Employee Guidelines for Use of Social Media Sites.

15. No [City/Town] or department social media site can endorse or otherwise cite (either with approval or disapproval) vendors, suppliers, clients, citizens, co-workers or other stakeholders.

16. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

#### **IV. EMPLOYEE GUIDELINES FOR USE OF SOCIAL MEDIA SITES**

1. **Electronic Communications and Computer Usage Policy.** All employees are responsible for understanding and following the [City/Town]'s Electronic Communications and Computer Usage Policy, in addition to this Policy.

2. **First Amendment Protected Speech.** Although the [City/Town] can moderate the social media sites that accept comments from the public (such as blogs and wikis) to restrict speech that is obscene, threatening, discriminatory, harassing, or off topic, employees cannot use the moderation function to restrict speech with which the [City/Town] merely disagrees (i.e. subject matter restrictions). Users have some First Amendment rights in posting content to public social media sites hosted by municipalities. Moderators must respect those rights by posting all comments other than those excluded for specific legitimate reasons, as referenced above.

3. **Copyright Law.** Employees must abide by laws governing copyright and fair use of copyrighted material owned by others. Never reprint whole articles or publications without first receiving written permission from the publication owner. Never quote *an* excerpt of someone else's work *without acknowledging the source*, and, if possible, provide a link to the original.

4. **Conflict of Interest.** *Employees are prohibited from using social media to engage in any activity that constitutes a conflict of interest for the Town or any of its employees, as defined by G.L. c. 268A.*

5. **Protect Confidential Information.** Never post legally protected personal information that you have obtained from the [City/Town] (e.g., information that is not public record under the Public Records Law, G.L. c.66, §10 and G.L. c. 4, §7(26), or whose dissemination is restricted under applicable Federal or State privacy laws or regulations). Ask permission to publish or report on conversations that occur within the [City/Town]. Never post information about policies or plans that have not been finalized by the [City/Town], unless you have received explicit permission from your supervisor to post draft policies or plans on the department's social media sites for public comment.

6. **Consider Your Content.** As informal as social media sites are meant to be, if they are on a government domain or a government identity, they are official government communications. Social media sites will be sought out by mainstream media – so a great deal of thought needs to go into how you will use the social media in a way that benefits both the [City/Town] and the public. Employees should not comment about rumors, political disputes, or personnel issues, for example.

7. **Handling Negative Comments.** Because the purpose of many social media sites, particularly department blogs and wikis, is to get feedback from the public, you should expect that some of the feedback you receive will be negative. Some effective ways to respond to negative comments include:

- a) Providing accurate information in the spirit of being helpful;
- b) Respectfully disagreeing; and
- c) Acknowledging that it is possible to hold different points of view.

8. **Respect Your Audience and Your Coworkers.** Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in your department's workplace. Do not be afraid to be yourself, but do so respectfully. This includes not only the obvious (no ethnic slurs, personal insults, obscenity, threats of violence, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory—such as party politics and religion. Do not use your department's social media presence to communicate among fellow [City/Town] employees. Do not air your differences with your fellow [City/Town] employees on your department's social media's sites.

9. **Use the Social Media Site or Identity Only to Contribute to your Department's Mission.** When you contribute to your department's social media site or identity, provide worthwhile information and perspective that contribute to your department's mission of serving the public. What you publish will reflect on the [City/Town]. Social media sites and identities should be used in a way that contributes to the [City/Town]'s mission by:

- a) Helping you and your co-workers perform their jobs better;
- b) Informing citizens about government services and how to access them;
- c) Making the operations of your department transparent and accessible to the public;
- d) Creating a forum for the receipt of candid comments from residents about how government can be improved; and
- e) Encouraging civic engagement.

10. **Mistakes.** The [City/Town] policy is that once something is posted, it should stay posted. Only spelling errors or grammar fixes should be made without making the change evident to users. If you choose to modify an earlier post, make it clear that you have done so—do not remove or delete the incorrect content; provide the correct information and apologize for the error. Ways to accomplish this include:

- a) Strike through the error and correct; or
- b) Create a new post with the correct information, and link to it from the post you need to correct or clarify.

Either method is acceptable. In order for the social media identity or site to achieve transparency, the [City/Town] cannot change content that has already been published without making the changes clearly evident to users.

11. **Media Inquiries.** [City/Town] or department social media identities or sites may lead to increased inquiries from the media. If you are contacted directly by a reporter, you should refer media questions to \_\_\_\_\_[insert title of appropriate official].

12. **Personal Comments.** Make it clear when you are speaking for yourself as a resident or stakeholder, and not on behalf of the [City/Town] of \_\_\_\_\_. If you publish content on any website of the [City/Town] and it has something to do with the work you do or subjects associated with the [City/Town], use a disclaimer such as this: “The postings on this site are my own and don’t necessarily represent the [City/Town’s] positions or opinions.”

13. **Employee or Official Profile.** If you identify yourself as a [City/Town] employee or official, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, residents and other stakeholders.

14. **Defamation.** Be aware that employees acting in their individual capacity (not on behalf of the [City/Town]) are not immune from defamation claims. Under Massachusetts law, defamation is established by showing that the defendant published a false, non-privileged statement about the plaintiff to a third party that either caused the plaintiff economic loss or was of the type that is actionable without proof of economic loss. Some statements, like imputation of a crime, are defamatory per se. Avoid statements that may be interpreted as defamatory.

15. **Records Retention.** Social media sites will contain communications sent to or received by [City/Town] officials and employees, and are therefore Public Records. Ensure that the [City/Town] or department retains a copy of the social media content in accordance with Public Records Retention Schedules. Review the third party social media service provider’s terms of service for its record retention practices. Note that while third party social media providers will



most likely save your content for some period of time, they generally will not save it indefinitely. To the extent their policies are inconsistent with Public Records Retention Schedules, the [City/Town] or department should retain copies of social media posts such as by printing or otherwise storing periodic “snapshots” of the social media sites.

16. **Open Meeting Law.** Be aware of the Open Meeting Law and possible violations for improper deliberations outside of a posted meeting. A series of individual postings on a social media site cumulatively may convey the position of a quorum of a governmental body regarding a subject within its jurisdiction, and may constitute improper deliberation among the members of a board or committee.

489999v1

**SOCIAL MEDIA POLICY**

This acknowledges that I have received and reviewed the Social Media Policy, with attachments, of the [City/Town] of \_\_\_\_\_ (“Policy”). By signing this form, I agree to abide by the Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that the law and associated Policy regarding use of Social Media are continually evolving. Therefore, I understand that my regular review of this Policy, as it may be amended, is required.

Print Name: \_\_\_\_\_

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

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

*To be included in employee’s personnel file.*

**TOWN OF HARWICH TRANSFER STATION  
REVENUE AND EXPENSES ANALYSIS FOR FY2023**

**REVENUE**

ACCOUNT NAMES	FY2020	FY2021	FY2022	FY 2023	FY23 REVENUE BUDGET	FY23 BUDGET VARIANCE
DISPOSAL AREA STICKERS	886,604.50	985,245.00	878,580.87	<b>871,449.00</b>	950,000.00	(78,551.00)
DISPOSAL REGULAR FEES	1,008,645.45	1,167,656.71	1,220,766.41	<b>1,244,011.46</b>	1,200,000.00	44,011.46
DISPOSAL COMMERCIAL FEES	1,270,693.55	1,610,660.90	1,957,559.15	<b>1,491,227.51</b>	1,400,000.00	91,227.51
RECYCLE NEWSPAPER	18,985.13	-	14,369.05	<b>1,092.42</b>	-	1,092.42
RECYCLE BOTTLES	18,744.50	-	26,830.05	<b>24,838.50</b>	-	24,838.50
RECYCLE OTHER ITEMS	1,653.00	2,191.00	1,350.60	<b>1,545.48</b>	-	1,545.48
RECYCLE METAL	42,070.04	71,625.25	97,626.60	<b>55,715.39</b>	40,000.00	15,715.39
TREASURE CHEST STICKERS	-	-	-	<b>15,770.00</b>	-	15,770.00
<b>TOTAL REVENUES</b>	<b>3,247,396.17</b>	<b>3,837,378.86</b>	<b>4,197,082.73</b>	<b>3,705,649.76</b>	<b>3,590,000.00</b>	<b>115,649.76</b>
Percentage change		18%	9%	-12%		
<b>Percentage Change FY20 to FY23</b>				<b>14%</b>		

**EXPENSES**

ACCOUNT NAMES	FY2020	FY2021	FY2022	FY 2023	FY23 EXPENSE BUDGET	FY23 BUDGET VARIANCE
SALARIES & WAGES	682,525.00	713,912.00	775,308.00	<b>797,769.73</b>	724,157.16	(73,612.57)
FRINGE (20% ESTIMATE)	136,505.00	142,782.40	155,061.60	<b>159,553.95</b>	159,553.95	-
PURCHASED SERVICES (Disposal costs, vehicles expenses)	1,667,429.00	2,388,756.00	2,559,413.00	<b>2,405,330.00</b>	2,487,330.25	82,000.25
OTHER -DPW EXPENSES	53,237.00	63,475.00	92,763.00	<b>164,093.00</b>	165,000.00	907.00
<b>TOTAL EXPENSES</b>	<b>2,539,696.00</b>	<b>3,308,925.40</b>	<b>3,582,545.60</b>	<b>3,526,746.68</b>	<b>3,536,041.36</b>	<b>9,294.68</b>
Percentage Change		30%	8%	-2%		
<b>Percentage Change FY20 to FY23</b>				<b>39%</b>		
<b>REVENUES LESS EXPENSES</b>	<b>707,700.17</b>	<b>528,453.46</b>	<b>614,537.13</b>	<b>178,903.08</b>	<b>53,958.64</b>	
Percentage Change		-25%	16%	-71%		
<b>Percentage Change FY20 to FY23</b>				<b>-75%</b>		

Revenue has increased 14% from FY20 to FY23 but expenses have increased by 39% during the same time. The disposal costs have increased 44% in 3 years. Other DPW expenses have increased 208%. The actual costs to transport and dispose of the MSW and the C & D are the biggest factors in the increasing costs and decreasing net revenue by 75% over 3 years. An increase to the amount charged per ton will help offset the increasing costs.

### Account Aging Report

Accounts 1 - 999999 Types - X Balances -99999999. - 999999999.  
Aged past 60 days As of 06/30/2023

Account	Customer	Over limit	---Last payment----	0 - 30	31 - 60	61 - 90	Over 90	Total due
2	Cape Cod Tech		11/28/22	10.00	0.00	0.00	0.00	0.00
5	Robert B. Our Co.		08/07/23	7443.00	6061.05	7503.60	2578.90	24786.20
7	Harwich Golf Association		11/16/21	82.50	0.00	0.00	0.00	0.00
8	Steve Blakeley		09/28/22	3.00	0.00	0.00	0.00	0.00
13	Waste Management-AP		06/26/19	1020.55	-1020.55	0.00	0.00	-1020.55
15	Coffin & Sons, Inc.		08/14/23	38159.15	26446.50	0.00	0.00	26446.50
19	Stove Place II		06/21/23	113.00	0.00	0.00	0.00	0.00
20	Polhemus & Savery		08/14/23	1052.65	3322.60	20.35	0.00	3342.95
21	Milley Trucking		07/24/23	8762.55	8762.55	0.00	0.00	8762.55
23	Ellis, Harry		07/28/23	778.85	778.85	0.00	0.00	778.85
24	Burns, J.P.		06/13/23	16.65	0.00	0.00	0.00	0.00
25	Siddell Associates		05/26/23	82.40	0.00	0.00	0.00	0.00
31	Birch Landscaping Inc.		07/25/23	215.95	67.80	6.00	142.15	215.95
32	O'Loughlin, J.		07/16/23	936.10	1134.90	0.00	0.00	1134.90
36	Wayne Robillard		07/13/23	37.00	37.00	0.00	0.00	37.00
38	Gable Building Corp.		07/24/23	834.35	834.35	0.00	0.00	834.35
39	Handren Brothers		08/16/23	629.75	1557.70	0.00	0.00	1557.70
40	Stoltz, William		06/22/23	101.75	-64.75	0.00	0.00	-64.75
41	Rick Roy Construction, LLC		08/14/23	1160.05	3040.70	0.00	0.00	3040.70
42	O'Leary Lawn		08/17/23	303.40	148.00	0.00	0.00	148.00
43	Ormond Residential Service		06/30/23	142.45	0.00	0.00	0.00	0.00
44	Banks, Jon		08/18/23	140.10	165.55	0.00	0.00	165.55
45	Leonard Enterprises		08/14/23	1.20	-0.00	0.00	0.00	-0.00
50	D. E. Bernstein, Custom Bld		04/26/23	11.10	0.00	0.00	0.00	0.00
51	Robert Childs, Inc.		05/22/23	4.20	0.00	0.00	0.00	0.00
54	Snow Inn Corp.		08/03/23	381.10	360.75	20.35	0.00	381.10
55	Clark, G. Rockwood		07/18/23	75.00	75.00	0.00	0.00	75.00
56	Eastward Companies		07/24/23	1443.00	1443.00	606.80	617.90	2667.70
57	Blue Sky Landscape Service		11/10/22	118.80	0.00	0.00	0.00	0.00
59	KEE Enterprises, Inc.		07/16/23	110.60	19.60	0.00	0.00	19.60
62	Cleary, Richard Constructio		08/14/23	569.80	-0.00	0.00	0.00	-0.00
63	Sean Underhill		05/23/23	127.65	-55.10	0.00	0.00	-55.10
65	Randy's Drywall		08/14/23	153.50	49.90	0.00	0.00	49.90
66	Corky Ross		06/26/23	193.50	0.00	0.00	0.00	0.00
68	Stevenson, Colin		08/17/23	123.95	-15.90	0.00	0.00	-15.90
69	Smith, Eric		08/16/23	40.70	44.40	0.00	0.00	44.40
75	Cartier & Co.		07/24/23	286.10	181.30	0.00	4.80	186.10
84	Marc London Bldg & Remodeli		07/20/23	5.55	5.55	0.00	0.00	5.55
86	Benjamin T. Nickerson, Inc.		08/14/23	1857.40	314.50	0.00	0.00	314.50
91	LaBarge		07/24/23	383.25	383.25	0.00	0.00	383.25
95	Jodice Corporation		08/17/23	46.25	0.00	0.00	0.00	0.00
96	Chase & Merchant, Inc.		03/29/23	24348.00	-148.00	86.95	148.00	86.95



### Account Aging Report

Accounts 1 - 999999 Types - X Balances -99999999. - 999999999.  
Aged past 60 days As of 06/30/2023

Account	Customer	Over limit	---Last payment----	0 - 30	31 - 60	61 - 90	Over 90	Total due
97	David F. Waite, D.B.A. Framew		05/22/23	88.80	0.00	0.00	0.00	0.00
99	Ryan Holmes		08/14/23	131.35	0.00	0.00	0.00	0.00
102	James H. Nickerson		07/16/23	209.05	52.55	86.95	172.05	37.00
103	J.B. Landscaping		07/08/20	12.40	0.00	0.00	0.00	0.00
105	Anastasio Family Chiropract		06/13/23	11.10	0.00	0.00	0.00	0.00
106	Moore Remodeling		07/28/23	252.80	90.00	0.00	94.35	68.45
109	Fleetwood Plastering		07/07/23	200.00	-5.35	0.00	0.00	0.00
110	Jay Dutcher, Builder		11/14/22	64.75	0.00	0.00	0.00	0.00
112	Scott's Plumbing Service		08/17/23	47.40	65.00	0.00	0.00	0.00
115	McCluskey Home Improvements		08/20/23	75.85	27.75	42.55	0.00	0.00
117	Nor'East Comfort		09/07/22	141.85	0.00	0.00	0.00	0.00
120	Schoolhouse Construction, I		08/11/23	353.35	98.05	505.05	0.00	0.00
121	Stephen P. Mazzur		07/13/23	1304.25	1304.25	0.00	0.00	0.00
122	William F. Kane		07/15/23	269.85	238.65	31.20	0.00	0.00
123	Encore Construction		08/14/23	157.25	999.50	0.00	0.00	0.00
124	Scott Beltrandi		08/10/23	509.20	84.55	77.40	0.00	0.00
125	Banks Builders		05/25/23	650.15	0.00	0.00	0.00	0.00
129	George King		09/02/15	17.60	0.00	0.00	0.00	0.00
131	Tom Turcketta, Inc.		07/17/23	2834.20	2834.20	0.00	0.00	0.00
133	Eldredge Building & Remodel		06/11/23	512.45	0.00	0.00	0.00	0.00
134	SK Gonzales		08/21/23	116.00	8.35	0.00	0.00	0.00
135	ALL Roofing & Contracting,		06/13/23	1000.00	105.45	0.00	0.00	0.00
136	Sweetwater Forest		05/26/23	1195.10	-0.00	0.00	0.00	0.00
137	Casto Construction Co.		04/05/23	549.45	51.80	421.80	153.55	0.00
139	Paul Davis Restoration		08/18/23	577.20	72.15	0.00	0.00	0.00
140	MJ London Construction		06/16/23	606.80	173.90	0.00	0.00	0.00
141	Strode's Prop. Maint. SVC.		07/13/23	25.90	25.90	0.00	0.00	0.00
142	George Avery Carpentry		03/10/23	627.15	0.00	0.00	12.95	0.00
146	Ames Marine		05/25/23	1740.85	179.45	0.00	0.00	0.00
148	M.L. Enterprises		06/05/20	93.00	-93.00	0.00	0.00	0.00
149	Town of Harwich Water Dept.		06/26/19	82.65	0.00	0.00	0.00	0.00
150	Arctic Spas Cape Cod		07/31/19	15.95	0.00	0.00	0.00	0.00
152	MT Drywall & Plastering		08/14/23	33.30	64.75	0.00	0.00	0.00
153	Engie Insight		01/27/23	75.00	0.00	0.00	0.00	0.00
154	Clean Sweep Chimney Service		06/22/23	45.99	-66.87	0.00	0.00	0.00
155	Nauset Disposal		06/26/23	30248.40	5317.20	0.00	0.00	0.00
156	Bilek Builders LLC		08/14/23	20.00	0.00	0.00	0.00	0.00
157	Summit Insulation Co. Inc.		08/14/23	49.40	92.75	0.00	0.00	0.00
158	John C Domos Carpentry		08/01/23	146.15	146.15	0.00	0.00	0.00
159	Monomoy Regional School		08/14/23	126.00	29.60	0.00	85.30	146.60
161	Conor R. Watson Building &		10/28/20	274.35	0.00	0.00	0.00	0.00
163	A&A Building and Remodellin		05/09/23	1633.55	382.95	312.65	11.10	364.45

### Account Aging Report

Accounts 1 - 999999 Types - X Balances -99999999. - 999999999.  
Aged past 60 days As of 06/30/2023

Account	Customer	Over limit	---Last payment----	0 - 30	31 - 60	61 - 90	Over 90	Total due
164	Sean Thibert Home Improveme		06/21/23	2508.60	320.05	0.00	0.00	320.05
165	Forget Me Not Farm		06/05/23	16.10	-54.45	0.00	0.00	-54.45
166	True North Farm		07/28/23	205.25	205.25	0.00	0.00	205.25
167	Custom Cut, Inc.		06/29/23	1069.70	179.45	0.00	0.00	179.45
168	Mid-Cape Garage Door, Inc.		08/16/23	292.30	416.45	0.00	0.00	416.45
169	Colburn & Son Construction		07/13/23	159.10	159.10	0.00	0.00	159.10
170	Coastal Land Design		08/14/23	2679.20	2435.00	2504.90	218.30	5158.20
171	Decons Folly Farm		08/17/23	55.00	182.10	4.85	0.00	186.95
172	Nauset Insulation Building		07/24/23	540.95	540.95	743.55	460.05	1831.85
173	Bartels P&H		08/14/23	64.80	37.80	0.00	0.00	37.80
174	Cape Coastal Builders		08/07/23	1206.60	1206.60	1322.75	0.00	2529.35
176	Barrows Excavating		11/24/21	227.70	0.00	0.00	0.00	0.00
177	Toy Roofing & Siding		07/13/23	1500.00	1829.35	0.00	0.00	1829.35
178	Mitchell Landscaping		08/17/23	53.65	0.00	0.00	0.00	0.00
179	M.A. Frazier, Inc.		06/30/23	5383.00	3153.80	0.00	0.00	3153.80
180	Shoreline Pools, Inc.		05/21/23	5.55	0.00	0.00	0.00	0.00
182	AMA Excavating, L.L.C.		02/22/23	1500.35	0.00	0.00	0.00	0.00
183	Gulf Eagle Supply		12/21/22	7.40	0.00	0.00	0.00	0.00
184	T.J. Fitzgerald Custom Home		05/30/23	287.55	136.90	16.65	0.00	153.55
186	Girl Scouts of Eastern Mass		08/01/23	49.95	49.95	38.85	37.00	142.45
187	Stevenson Construction		06/09/23	192.40	48.10	0.00	0.00	48.10
188	Paige Buckley		06/19/23	16.65	0.00	0.00	0.00	0.00
190	Ambrose Homes, Inc.		08/14/23	1818.55	1224.70	0.00	0.00	1224.70
191	Custom Construction Service		08/01/23	988.35	538.80	203.50	185.00	927.30
192	R.A. Howard Construction		07/24/23	16.65	16.65	0.00	0.00	16.65
193	Josaben, Inc.		05/25/23	59.95	0.00	0.00	0.00	0.00
194	R&B Landscape Contracting,		08/14/23	62.90	216.45	0.00	0.00	216.45
197	Kline Houselifting		07/19/23	854.70	854.70	0.00	0.00	854.70
198	Paint the Cape.Com		03/23/23	100.00	0.00	12.95	81.80	124.30
200	Moniz Home Improvement		07/16/23	294.15	294.15	0.00	0.00	294.15
201	LaValley Custom Building		06/26/23	800.15	86.95	0.00	0.00	86.95
202	Del Mar Vacations		07/17/23	3499.80	3499.80	0.00	0.00	3499.80
203	Mr. Handyman of Cape Cod		08/18/23	1000.00	275.65	297.85	88.55	714.20
204	Brian P Daley Construction		07/18/23	475.45	475.45	0.00	0.00	475.45
205	McGrath Post & Beam Co.		08/16/23	1481.85	3405.85	0.00	0.00	3405.85
206	SR Plumbing		12/07/22	450.75	0.00	0.00	0.00	0.00
207	BMS Contractin Inc.		08/07/23	218.70	218.70	0.00	0.00	218.70
208	Reeves Fine Homebuilding		07/28/23	260.85	260.85	0.00	0.00	260.85
209	Twomey Home Improvements		07/13/23	181.80	181.80	0.00	0.00	181.80
210	Great Barns Company		06/13/23	743.70	601.25	0.00	0.00	601.25
211	Monomoy Property Services		02/22/23	500.00	0.00	0.00	218.30	218.30
212	Barnstable County Dredge		09/22/21	947.10	0.00	0.00	0.00	0.00



### Account Aging Report

Accounts 1 - 999999 Types - X Balances -99999999. - 999999999.  
Aged past 60 days As of 06/30/2023

Account	Customer	Over limit	---Last payment----	0 - 30	31 - 60	61 - 90	Over 90	Total due
214	Derek O'Brien Carpentry		05/19/23	63.40	30.75	4.20	0.00	34.95
215	Bert Eldredge		07/14/23	61.05	61.05	0.00	0.00	61.05
216	Pleasant Bay Homes		06/22/23	627.50	-182.25	0.00	0.00	-182.25
218	Euro Building & Design Inc.		07/05/23	980.50	1300.55	364.45	166.50	1831.50
219	Gibson Waterproofing Inc		08/17/23	148.00	-0.00	0.00	0.00	-0.00
220	Town Of Dennis		08/07/23	1841.00	-0.00	0.00	0.00	-0.00
221	Cape Cod Doors, LLC		08/17/23	168.35	144.30	0.00	0.00	144.30
222	Telesmanick Property Mgt.		06/30/23	531.40	0.00	0.00	0.00	0.00
223	Branden's Junk Service		08/21/23	90.00	1535.10	102.75	0.00	1637.85
224	CB Equestrian Inc.		11/23/22	643.15	-0.00	0.00	0.00	-0.00
225	Seahorse Equestrian Center		12/07/22	111.40	0.00	0.00	0.00	0.00
227	Wesley Cartier Remodeling		06/21/23	136.90	0.00	0.00	0.00	0.00
228	Krikorian Hardwood Floors		07/13/23	114.89	127.65	0.00	0.00	127.65
229	T.W. Nickerson, Inc.		07/16/23	83.25	83.25	734.45	0.00	817.70
230	P.Barnard, Builder, LLC		07/28/23	129.10	129.00	0.00	0.00	129.00
231	Dwayne Miller		08/10/23	1600.00	3050.65	225.70	0.00	3276.35
232	Cape Cod Aquatics Hot Tubs		08/14/23	592.50	255.30	68.45	72.90	396.65
233	Three Pillars Inc.		04/10/23	3300.00	338.55	455.10	284.90	1078.55
234	Garran-Teed, LLC		08/17/23	603.10	75.85	0.00	0.00	75.85
235	Before Sunset LLC		05/23/23	303.40	0.00	0.00	0.00	0.00
236	Oceanside Pools		08/14/23	271.65	84.90	0.00	0.00	84.90
237	Brother's Disposal Inc.		07/24/23	1012.20	1012.20	14851.25	2067.05	17930.50
238	Harwich Fire Assoc.		07/17/23	604.95	604.95	0.00	0.00	604.95
239	Garbage Gone Inc.		07/24/23	2000.00	1171.80	3025.40	4033.50	8230.70
240	Whitcomb Building & Remodel		08/17/23	2121.95	965.90	0.20	0.00	966.10
241	Trash Butlers		07/25/23	222.60	222.60	0.00	0.00	222.60
242	Cape Cod 5		08/14/23	15.00	0.00	0.00	0.00	0.00
243	Pretty Picky Properties		08/17/23	20.55	22.20	0.00	0.00	22.20
244	Rock River		08/13/23	2059.05	1391.20	0.00	0.00	1391.20
245	E.T.& L. Corp.		06/15/23	142.45	0.00	0.00	0.00	0.00
246	Prisma Group		/ /	0.00	-0.00	0.00	0.00	-0.00
247	Milliken Construction		/ /	0.00	0.00	0.00	0.00	0.00
				101633.83	34699.45	11568.60	25954.65	173856.53



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

**APPLICATION FOR A SPECIAL PERMIT**

- One day Entertainment (\$25)
- One day Liquor License – All Alcohol (\$50)
- One day Liquor License – Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) \_\_\_\_\_

Applicants Name ROTARY CLUB OF HARWICH - DENNIS Phone [REDACTED]

Mailing Address [REDACTED]

Owners Name & Address [REDACTED]

Email Address [REDACTED]

**REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT**

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment \_\_\_\_\_
- Location of entertainment (Inside and/or outside) \_\_\_\_\_
- Address where entertainment will be playing \_\_\_\_\_
- Event Information \_\_\_\_\_  
\_\_\_\_\_
- Indicate if there will be food service  
Yes   
No

**REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)**

- Concert  Dance  Exhibition  Cabaret  Public Show  Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

**REQUIRED FOR ONE DAY LIQUOR/ROAD RACE/CRAFT FAIR/ANY OTHER EVENT**

Address of Event STONEWOOD PRODUCTS, 15 GREAT WESTERN RD, HARWICH

Date & Time 9/23/23 5:00 - 10:00

Route/Location for Road Race \_\_\_\_\_



"LAST CALL BEFORE FALL" FUNDRAISING EVENT

Indicate if there be food service

Yes  
No

Provide any additional information necessary for the Board of Selectmen \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

James Donnelly - PRESIDENT  
Signature of applicant & title



Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

**REGULATORY COMPLIANCE FORM**

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

DocuSigned by:  
Jack Mee  
Building Commissioner

DocuSigned by:  
Carie Schaner  
Board of Health

DocuSigned by:  
Eric Young  
Fire Department

DocuSigned by:  
Kevin Conidine  
Police Department

DocuSigned by:  
Eric Bush  
Recreation Department

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

**Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law**

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Wood | Flooring | Stone



Indoor + Outdoor Living

August 14, 2023

Stonewood Products  
15 Great Western Rd.  
Harwich, Ma 02645  
(508) 430-5020

To Whom It May Concern,

The Rotary Club of Harwich Dennis is authorized to use Stonewood Products property and accommodations on 9/23/23 for the Last Call Before Fall fundraising event.

Any questions please contact me at [REDACTED]

Thank you,

*Anthony Baroni*

Anthony Baroni  
Owner  
Stonewood Products

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[www.StonewoodProducts.com](http://www.StonewoodProducts.com)

Main Office: 15 Great Western Road, Harwich, MA 02645 | Phone: 508-430-5020

544 Route 130, Mashpee, MA 02649 | Phone: 508-477-9950



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

**APPLICATION FOR A SPECIAL PERMIT**

- One day Entertainment (\$25)
- One day Liquor License – All Alcohol (\$50)
- One day Liquor License – Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) \_\_\_\_\_

Applicants Name Harwich Chamber of Commerce Phone 508-430-1165

Mailing Address 1 Schoolhouse Road Harwich MA 02646

Owners Name & Address Cyndi Williams - 1 Schoolhouse Road Harwich MA

Email Address Cyndi@harwichcc.com

**REQUIRED FOR ONE DAY ENTERTAINMENT – PLEASE PRINT**

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment  
Saturday - Sept 23rd 12 noon - 4:00pm
- Location of entertainment (Inside and/or outside)  
outside at Hinkley Home Center
- Address where entertainment will be playing  
\_\_\_\_\_
- Event Information  
1st Annual Law Enforcement Appreciation Event  
Touch A Vehicle - Band - Red River BBQ Food Truck
- Indicate if there will be food service  
Yes  Red River BBQ Food Truck  
No

**REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)**

- Concert  Dance  Exhibition  Cabaret  Public Show  Other
- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

**REQUIRED FOR ONE DAY LIQUOR/ROAD RACE/CRAFT FAIR/ANY OTHER EVENT**

Address of Event \_\_\_\_\_

Date & Time \_\_\_\_\_

Route/Location for Road Race \_\_\_\_\_

Indicate if there be food service

Yes \_\_\_\_\_

No \_\_\_\_\_

Provide any additional information necessary for the Board of Selectmen This w the 1st Annual and we look forward to having it be an annual Fall Event. Mike Dumas Band. 12-4  
we are partnering with Hircley Home Center.

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Cyndi Williams - Exec. Director

Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

**REGULATORY COMPLIANCE FORM**

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

DocuSigned by:  
Jack Mee  
Building Commissioner

DocuSigned by:  
Cami Schauer  
Board of Health

DocuSigned by:  
Bruce Young  
Fire Department

DocuSigned by:  
Kevin Considine  
Police Department

DocuSigned by:  
Eric Buch  
Recreation Department

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

**Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law**





updated 8/24/23

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

**APPLICATION FOR A SPECIAL PERMIT**

- One day Entertainment (\$25) - Bands on Floats
- One day Liquor License - All Alcohol (\$50)
- One day Liquor License - Wines & Malt (\$50)
- Craft Fair (\$50)
- Event (\$25)
- Road Race (\$50)
- Other (please specify) \_\_\_\_\_

Applicants Name Harwich Chamber of Commerce Phone 508-430-1165

Mailing Address 1 Schoolhouse Road Harwich Port, MA 02646

Owners Name & Address Cyndi Williams - 1 Schoolhouse Rd Harwich Port

Email Address Cyndi@harwicher.com

**REQUIRED FOR ONE DAY ENTERTAINMENT - PLEASE PRINT**

- The date & time (I.E. 4 P.M. to 10 P.M.) you are requesting to have entertainment  
Sunday Dec 3rd - 12 noon - 2pm
- Location of entertainment (Inside and/or outside)  
(outside) in Harwich Elementary parking → end at community center or High school.
- Address where entertainment will be playing  
\_\_\_\_\_
- Event Information  
1st Annual "New" Holiday Parade - will be the culmination of our new Christmas in Harwich Dickens Christmas Weekend. Dec 1-3, 2023
- Indicate if there will be food service  
Yes  possibly - permitted Food Trucks  
No

**REQUIRED FOR ONE DAY ENTERTAINMENT - ENTERTAINMENT TYPE: (Check all appropriate boxes)**

- Concert  Dance  Exhibition  Cabaret  Public Show  Other
- Dancing by Patrons
- Dancing by Entertainers or Performers Holiday Parade
- Recorded or Live Music
- Use of Amplification System
- Theatrical Exhibit, Play or Moving Picture Show
- A Floor Show of Any Description
- A Light Show of Any Description

**REQUIRED FOR ONE DAY LIQUOR/ROAD RACE/CRAFT FAIR/ANY OTHER EVENT**

Address of Event \_\_\_\_\_

Date & Time \_\_\_\_\_

Route/Location for Road Race \_\_\_\_\_

Indicate if there be food service

Yes \_\_\_\_\_

No \_\_\_\_\_

Provide any additional information necessary for the Board of Selectmen This is "New"  
a Holiday Parade to add to our Christmas in Harwich and  
will be a special culmination to our new Christmas in Harwich  
Dickens Christmas weekend with all types of special features.

Pursuant to MGL, Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns, and have paid all State taxes under the law.

Cynthia Sullivan - Exec. Director  
Signature of applicant & title

[Redacted]  
Federal I.D. #

\_\_\_\_\_  
Signature of individual or corporate name

\_\_\_\_\_  
Federal I.D. #

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Federal I.D. #

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Federal I.D. #

**REGULATORY COMPLIANCE FORM**

The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.

DocuSigned by:  
Jack Mee  
Building Commissioner

DocuSigned by:  
Carie Schauer  
Board of Health

DocuSigned by:  
Eric Young  
Fire Department

\_\_\_\_\_  
Police Department

DocuSigned by:  
Eric Bell  
Recreation Department

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

**Please note: This permit does not exempt the applicant from the Town of Harwich Chapter 189 Noise by-law**

**“NEW HOLIDAY PARADE ROUTE” December 3, 2023**

**Staging will be in the Harwich Elementary School Parking Lot we will take a right out of the parking lot onto Parallel and a right on Forest -left on Sisson and follow to Main Street take a Right then continue to Oak Street and take a left. The ending point will be either the Community Center or the High School.**



# **OLD BUSINESS - A**

## Committee Review

### 1. Overall Questions:

The first item for 8/21 is a general discussion on the Town's overall form of government (who do committees report to? Who does staff report to?) – I think our charter answers these questions well, but many charges have contradictory language. This discussion could help frame the individual review process. We discussed this in our first working session and reported out on it at the following board meeting but there is still some confusion and/or non-compliance.

A few other items the team suggested are below:

- Potential to pause Select Board interview process for new committee members (exception: regulatory or statutory committees),
- A process for handling current committee members if the Board ultimately decides it is advantageous to reduce committee seat numbers or combine committees during individual reviews,
- A board discussion on the role/need for alternate members (on non-regulatory committees),

### 2. Suggested first committees to review

**Then the team came up with 6 committees that might be ripe for first review** – all 6 are “independent” in that they do not overlap in members or topics with other committees. We made sure to include at least one committee each SB member serves as liaison to. They included the following notes explaining why they are good ones to start with.

- **Cultural Council** – there is some limited guidance on local Cultural Councils in state law and a brief description of the committee in the Select Board Committee handbook, but **no formal charge**. A timely review may be warranted where they Council has authority over the distribution of certain funds and to evaluation the relationship to the Town's (relatively) new cultural districts and Cultural Affairs Director
- **Voter Information Committee** – Seeming universal agreement about the value this committee brings to the Town, yet we have no governing documents except a brief mention in the SB Handbook. Worth reviewing to set charge, and consider membership #s.
- **Accessibility Rights Committee** – A few timely questions – there is a related provision under the general laws that the Town may wish to formally accept at a Town Meeting (if SB feels there is a continuing need for an Accessibility Rights Committee); several recent changes in membership #s/ongoing quorum issues; salient example of the “role of alternate” big picture question.
- **Agricultural Commission** – another committee with a related provision under the general laws that the Town may wish to formally accept at a Town Meeting (if SB feels there is a continuing need for an Ag Commission); ongoing quorum issues (e.g. 5 year gap between meetings from 2017 to a single meeting in 2022, unable to meet since the one 2022 meeting); ongoing compliance issues.
- **Bikeways Committee** – consider their role in applying for/making recommendations for funding as outlined in charge; who do they/should they really advise – confusing charge language).
- **Treasure Chest Committee** – who do they/should they advise? Role in staffing (with volunteers)/overseeing a Town operation per charge language; relatively large # of members.

### 3. Factors to help standardize the review of individual committees which the committee can provide .

- **All governance references** (charges, town meeting actions, charter, bylaws, state law, other agreements)
- **Purpose/need**
- **Scope** – regulatory, policy-making, or advisory? Who do they advise and/or assist?
- **Composition**

- **# and type of members** (e.g. do members need to meet any specific qualifying criteria such as Ag Commission members working in farming, etc.) – with a recommendation to move towards reducing memberships #s
- **Current # of members and vacancies**
- **Any ongoing attendance/quorum issues**
- **Compliance**
- **Open Meeting Law** (including preparing and posting proper agendas and minutes)
- **Swearing in**
- **Conflict of Interest**
- **Current status:** Are current members acting in accordance with charge?
- **Value:** For committees with associated Department Heads/other staff support – is committee adding value to the staff member/department? What is the relationship between committee, staff, TA, and Select Board?

#### **4. Further notes**

In terms of order of review, the committee wanted to highlight the importance of reviewing committees with either an intentional overlap in membership or topic in a cohesive manner that addresses their intersections. These intersections do not neatly break along the governance categories. Twelve committees are impacted by membership overlap (CPC, Conservation, REOS, Housing Committee, Housing Authority, Historic District/Historical Commission, Recreation, Community Center Facilities, Council on Aging, Capital Outlay, and Finance Committee). Topic-wise, we thought it might make sense to consider the three Housing-related committees together, for example.

3225 MAIN STREET • P.O. BOX 226  
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD  
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • [www.capecodcommission.org](http://www.capecodcommission.org)

VIA ELECTRONIC MAIL

August 18, 2023

Joseph F. Powers, Town Administrator  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

Re: Notice of Subsidy from the Cape Cod and Islands Water Protection Fund

Dear Mr. Powers:

The Cape Cod and Islands Water Protection Fund Management Board (Management Board), pursuant to its authority under M.G.L. c. 29C, §§ 19 and 20 and through the Cape Cod Commission, hereby notifies you that the Management Board, at its meeting on June 13, 2023, voted to approve contingent commitments for subsidies from the Cape Cod and Islands Water Protection Fund (CCIWPF) to fund Qualified Projects listed on the 2023 Clean Water State Revolving Fund Intended Use Plan (IUP). These commitments represent a 25% subsidy for projects with a cost greater than \$1,000,000 and a 50% subsidy for projects less than or equal to \$1,000,000.

The Town of Harwich has Qualified Projects listed on the 2023 IUP, and the Management Board made the following contingent commitments for subsidies from the CCIWPF:

	<b>IUP Year</b>	<b>Project Amount</b>	<b>Total Subsidy</b>
Rt 28 Sewer Construction Project	2023	\$8,099,590	\$2,024,897.50
Phase 3 Sewer Extension	2023	\$41,900,410	\$10,475,102.50

Final commitments will be considered following execution of Project Regulatory Agreements.

This subsidy is in addition to, not in place of, any financial assistance awarded under the Clean Water State Revolving Fund Program. Funds will be disbursed over a four-year period for projects on the 2023 IUP. The Cape Cod Commission will work with the MA Clean Water Trust on administration of subsidy awards.



Please feel free to contact me with any questions.

Sincerely,



Kristy Senatori  
Executive Director

Cc:

Kevin Galligan, Chair, Cape Cod and Islands Water Protection Fund Management Board  
Don Howell, Harwich Representative to the Cape Cod and Islands Water Protection Fund  
Management Board  
Nate Keenan, Massachusetts Clean Water Trust



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION  
10 MECHANIC STREET, SUITE 301  
WORCESTER, MA 01608

ANDREA JOY CAMPBELL  
ATTORNEY GENERAL

(508) 792-7600  
(508) 795-1991 fax  
www.mass.gov/ago

August 22, 2023

Emily Mitchell, Town Clerk  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

**Re: Harwich Annual Town Meeting of May 1, 2023 -- Case # 11015  
Warrant Articles # 37, 38, and 39 (Zoning)  
Warrant Articles # 36, 55, and 56 (General)**

Dear Ms. Mitchell:

**Articles 36, 37, 38, 39, 55, and 56** - We approve Articles 36, 37, 38, 39, 55, and 56 from the May 1, 2023 Harwich Annual Town Meeting. Our comments on Articles 37, 38, and 39 are provided below.

**Article 37** - Under Article 37 the Town voted to amend a number of sections in its zoning by-law, Article V, Section 14 (T), related to accessory apartments (ADUs). One change adds to Section 14 (T) (2), "Definitions," a new definition for "Dwelling, Single-Family with Accessory Apartment" as follows:

a) Dwelling, Single-Family with Accessory Apartment - A single-family dwelling as a principal use, along with a dwelling unit serving as a separate accessory apartment that is, either located within the principal dwelling, attached to it or in a detached residential accessory building on the same lot. The accessory apartment shall be a self-contained dwelling unit containing a kitchen, bedroom(s) and bathroom facilities. Accessory dwellings shall have their own separate access from the principal dwelling unit. The accessory apartment shall be an accessory use related to the principal single family dwelling use.

Other changes increase the gross floor area of ADUs to 1,000 square feet and update the penalty provisions for ADUs that do not comply. Sections 14 (T) (3) and (4).

The existing by-law limits ADUs to no more than two bedrooms. Section 14 (T) (3) (e). Although this text is not before for us for review and approval because it was not amended by Article 37, we offer the following comments for the Town's consideration in light of the requirements of 42 U.S.C. § 3604 (the Fair Housing Act (FHA)) and G.L. c. 151B, § 4.

Both federal and state law prohibit discrimination in the provision of housing based on familial status (i.e., the presence of children in the household.). See 44 U.S.C. § 3604 and G.L. c. 151B, § 4, ¶ 6. The FHA expressly prohibits discrimination in the rental or sale of a dwelling based on familial status and provides that it shall be unlawful:

(a) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.

See 42 U.S.C. § 3604 (a).

“The phrase ‘otherwise make unavailable or deny’ encompasses a wide array of housing practices...and specifically targets the discriminatory use of zoning laws and restrictive covenants.” Casa Marie, Inc. v. Superior Court of Puerto Rico for Dist. of Arecibo, 988 F.2d 252, 257 n. 6 (1st Cir. 1993).

Similarly, G.L. c. 151B, § 4, the Massachusetts Anti-Discrimination law, forbids discrimination in housing based on familial status. See G.L. c. 151B, § 4, ¶ 6. Both the FHA and c. 151B, prohibit towns from using their zoning powers to exclude housing for members of a protected class, i.e., a family with children. Violations occur when a Town uses its zoning power to intentionally discriminate against a member of a protected class or when such zoning power has a discriminatory impact on members of a protected class. See Arlington Heights v. Metropolitan Housing Development Corp., 429 U.S. 252, 265 (1977). Discriminatory effect can occur when a zoning rule, neutral on its face, is applied in a manner to exclude members of a protected class.

While the bedroom limitation in Section 14 (T) (3) (e). of the existing by-law is not before us for review, we suggest that the Town discuss this text with Town Counsel in light of the statutory requirements of the FHA and G.L. c. 151B.

**Article 38** - Under Article 38 the Town voted to amend its zoning by-laws by deleting Article XVII, “Floodplain Regulations,” in its entirety and inserting a new Article XVII, Floodplain Regulations.” The new Article XVII reflects the federal requirements for communities that choose to participate in the National Flood Insurance Program (NFIP). The new Floodplain Regulations appear to follow the “Massachusetts 2020 Model Floodplain Bylaw” provided by the Massachusetts Department of Conservation and Recreation Flood Hazard Management Program. (DCR Flood Hazard Management Program) See <https://www.mass.gov/guides/floodplain-management#-2020-massachusetts-mo>.

The DCR Flood Hazard Management Program is the state coordinating office for the NFIP and, according to their website, they have provided the Model Floodplain Bylaw to Massachusetts communities “to assure that their local bylaws...contain the necessary and proper language for compliance with the” NFIP. For this reason, we approve Article 38. The Town should consult with Town Counsel and the DCR Flood Hazard Management Program with any questions regarding the application of the new Article XVII.



**Article 39** - Under Article 39 the Town voted to amend the Town’s zoning by-laws, Article XII, “Large Scale Ground-Mounted Photovoltaic Arrays,” by adding a new Section 325-144 (D), “Design Standards for Accessory Residential Photovoltaic Arrays.” The new Section 325-144 (D) allows accessory residential rooftop and ground mounted solar installations by right in the Town subject to setbacks, height, and screening requirements. In addition, roof mounted solar installations cannot extend over the edge or ridgeline of the roof and ground mounted solar installations must be located in the rear yard. We approve the changes voted under Article 39 because it appears to be consistent with the zoning protections for solar uses in G.L. c. 40A, § 3, and because the amendments promote, rather than restrict, the use of solar energy systems. See Tracer Lane II v. City of Waltham, 489 Mass. 775, 781, (2022) (the determination whether a by-law facially violates Section 3’s prohibition against unreasonable regulation of solar installations will turn in part on whether the by-law “restricts rather than promotes the legislative goal of promoting solar energy in the Commonwealth”). However, the Town must carefully apply the by-law amendments consistent with the zoning protections for solar uses in G.L. c. 40A, § 3. The Town should consult further with Town Counsel on this issue.

**Note:** Pursuant to G.L. c. 40, § 32, neither general nor zoning by-laws take effect unless the Town has first satisfied the posting/publishing requirements of that statute. Once this statutory duty is fulfilled, (1) general by-laws and amendments take effect on the date these posting and publishing requirements are satisfied unless a later effective date is prescribed in the by-law, and (2) zoning by-laws and amendments are deemed to have taken effect from the date they were approved by the Town Meeting, unless a later effective date is prescribed in the by-law.

Very truly yours,  
ANDREA JOY CAMPBELL  
ATTORNEY GENERAL  
*Kelli E. Gunagan*  
By: Kelli E. Gunagan  
Assistant Attorney General  
Municipal Law Unit  
10 Mechanic Street, Suite 301  
Worcester, MA 01608  
(508) 792-7600

cc: Town Counsel John W. Giorgio



# Town of Harwich

## TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk  
Harwich Town Hall • 732 Main Street • Harwich, MA 02645  
Tel: 508-430-7516 • Fax: 508-430-7517

The following is a True Copy of Article 36 of the Annual Town Meeting held on May 1, 2023, and the vote passed thereunder.

### AMEND GENERAL BYLAWS, CHAPTER 300 – WATER

ARTICLE 36: To see if the Town will vote to amend the General Bylaws, Chapter 300 Water, by amending the schedule of fines as set forth below (Text to be added is in bold. Text to be deleted is shown as strikethrough):

“§ 300-1. Authority.

#### ARTICLE I

##### Water Supply Emergency

This bylaw is adopted pursuant to the police and home rule powers of the Town and also pursuant to the authority conferred by MGL c. 40, § 21.

§ 300-2. Purpose.

The purpose of this bylaw is to maintain the public health, safety and welfare by protecting the Town's water supply whenever there is in force a state of water supply emergency by providing for enforcement of any restrictions, requirements, provisions or conditions duly imposed by the Town of Harwich with the approval of the Department of Environmental Protection (DEP).

§ 300-3. Definitions.

For the purpose of this bylaw the following terms shall have the meanings indicated:

**ENFORCEMENT AUTHORITY** — The Town of Harwich's Board of Water Commissioners or its designee or other department or board having responsibility for the operation and maintenance of the water supply, the health agent, the Town police, and the Fire Chief or his authorized designee.

**STATE OF WATER SUPPLY EMERGENCY** — A state of water supply emergency declared on petition of the Town by the Department of Environmental Protection pursuant to MGL c. 21G, §§ 15 through 17 or MGL c. 111, § 160 or by the Governor.

§ 300-4. Requirements.

The following shall apply to all users of water supplied by the Town of Harwich: following notification by the Town of Harwich of the existence of a state of water supply emergency, no person shall violate any provision, condition, requirement or restriction included in a plan approved by the Department of Environmental Protection which has as its purpose the abatement of a water supply emergency. Notification of any provision, restriction, requirement, or condition with which users of water supplied by the Town of Harwich are required to comply to abate a situation of water emergency shall be sufficient for the purposes of this bylaw if it is published in a newspaper of general circulation within the Town of Harwich or by such other notice as is reasonably calculated to reach and inform all users of Town of Harwich water.

§ 300-5. Violations and penalties.

Any person or entity that violates this bylaw shall be liable to the Town of Harwich in the amount of ~~\$50~~ **\$100** for the first violation and ~~\$100~~ **\$300** for each subsequent violation. Fines shall be recovered by indictment or on complaint before the District Court or by noncriminal disposition in accordance with MGL c. 40, § 21D. Each separate instance of noncompliance following issuance of any warning or citation pursuant to this section or each day of a continuing violation shall constitute a separate offense.

§ 300-6. Right of entry.

Agents of the enforcement authority may enter by owner permission or by warrant only any property for the purpose of inspecting or investigating any violation of this bylaw or for the purpose of enforcing the same.

§ 300-7. Severability.

The invalidity of any portion or provisions of this bylaw shall not invalidate any other portion, provision or section hereof.

§ 300-8. Authority.

## ARTICLE II

### Water Use Restriction

This bylaw is adopted by the Town under its police powers to protect public health and welfare and its powers under MGL c. 40, § 21 et seq. and implements the Town's authority to regulate water use pursuant to MGL c. 41, § 69B. This bylaw also implements the Town's authority under MGL c. 40, § 41A, conditioned upon a declaration of water supply emergency issued by the Department of Environmental Protection.

§ 300-9. Purpose.

The purpose of this bylaw is to protect, preserve and maintain the public health, safety and welfare whenever there is in force a state of water supply conservation or state of water supply emergency by providing for enforcement of any duly imposed restrictions, requirements, provisions or conditions imposed by the Town or by the Department of Environmental Protection.

§ 300-10. Definitions.

For the purpose of this bylaw the following terms shall have the meanings indicated:

**ENFORCING PERSON** — The Board of Water Commissioners, the Board of Health and health agent, police officers of the Town and any other persons designated by the Board of Water Commissioners to enforce this bylaw.

**PERSON** — Any individual, corporation, trust, partnership or association, or other entity.

**STATE OF WATER SUPPLY CONSERVATION** — A state of water supply conservation declared by the Town pursuant to § 300-11 of this bylaw.

**STATE OF WATER SUPPLY EMERGENCY** — A state of water supply emergency declared by the Department of Environmental Protection under MGL c. 21G, §§ 15 to 17.

**WATER USERS or WATER CONSUMERS** — All public and private users of the Town's public water system, irrespective of any person's responsibility for billing purposes for water used at any particular facility.

§ 300-11. Declaration of state of water supply conservation.

The Town, through its Board of Water Commissioners, may declare a state of water supply conservation upon a determination by a majority vote of the Board that a shortage of water exists and conservation measures are appropriate to ensure an adequate supply of water to all water consumers. Public notice of a state of water supply conservation shall be given under § 300-13 of this bylaw before it may be enforced.

§ 300-12. Restricted water uses.

A declaration of a state of water supply conservation shall include one or more of the following restrictions, conditions, or requirements limiting the use of water as necessary to protect the water supply. The applicable restrictions, conditions, or requirements shall be included in the public notice required under § 300-13.

- A. Odd/even day outdoor watering. Outdoor watering by water users with odd-numbered addresses is restricted to odd-numbered days. Outdoor watering by water users with even-numbered addresses is restricted to even-numbered days.

- B. Outdoor watering ban. Outdoor watering is prohibited.
- C. Outdoor watering hours. Outdoor watering is permitted only during daily periods of low demand, to be specified in the declaration of a state of water supply conservation and public notice thereof.
- D. Filling swimming pools. Filling of swimming pools is prohibited.
- E. Automatic sprinkler use. The use of automatic sprinkler systems is prohibited.

§ 300-13. Notice.

Notification of any provision, restriction, requirement or condition imposed by the Town as part of a state of water supply conservation shall be published in a newspaper of general circulation within the Town, or by such other means reasonably calculated to reach and inform all users of water of the state of water supply conservation. Any restriction imposed under § 300-12 shall not be effective until such notification is provided. Notification of the state of water supply conservation shall also be simultaneously provided to the Massachusetts Department of Environmental Protection.

§ 300-14. Termination of state of water supply conservation.

A state of water supply conservation may be terminated by a majority vote of the Board of Water Commissioners upon a determination that the water supply shortage no longer exists. Public notification of the termination of a state of water supply conservation shall be given in the same manner required by § 300-13.

§ 300-15. Water supply emergencies.

Upon notification to the public that a declaration of a state of water supply emergency has been issued by the Department of Environmental Protection, no person shall violate any provision, restriction, requirement, or condition of any order approved or issued by the Department intended to bring about an end to the state of emergency.

§ 300-16. Violations and penalties.

Any person violating this bylaw shall be liable to the Town in the amount of ~~\$50~~ **\$100** for the first violation and ~~\$100~~ **\$300** for each subsequent violation, which shall inure to the Town. Fines shall be recovered by indictment, or on complaint before the District Court, or by noncriminal disposition in accordance with MGL c. 40, § 21D. Each day of violation shall constitute a separate offense.

§ 300-17. Severability.

The invalidity of any portion or provision of this bylaw shall not invalidate any other portion or provision thereof;”

Or to take any other action relative thereto. By request of the Board of Water/Wastewater Commission.

**Motion:** (Peter Hughes, Chair – Finance Committee) I move that Article 36 be accepted and adopted and that the Town amend the General Bylaws as printed in the warrant.

Duly seconded

**Action:** The motion carried.

**A True Copy, Attest:**

---

Emily Mitchell, Town Clerk



# Town of Harwich

## TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk  
Harwich Town Hall • 732 Main Street • Harwich, MA 02645  
Tel: 508-430-7516 • Fax: 508-430-7517

The following is a True Copy of Article 37 of the Annual Town Meeting held on May 1, 2023 and continued to May 2, 2023, and the vote passed thereunder at the continued session on May 2, 2023.

### AMEND ZONING BYLAW – CHAPTER 325, ARTICLE V USE REGULATIONS

ARTICLE 37: To see if the Town will vote to amend the Code of the Town Of Harwich §325 Article V Section 14. T Supplemental regulations, as shown below. (Deleted words are shown as strikethrough. New text is shown in bold and underlined):

- T. Single- Family dwelling with accessory apartment.
1. Purpose. The intent of permitting accessory apartments is to:
    - a) Increase the number of small dwelling units available for rent in Town;
    - b) Increase the range of choices of housing accommodations;
    - c) Encourage greater diversity of **the demographic** population with particular attention to young adults and senior citizens; and
    - d) Encourage a more economic and energy-efficient use of the Town's housing supply while maintaining the appearance and character of the Town's single-family neighborhoods.
  2. Definitions.
    - a) **Dwelling, Single-Family with Accessory Apartment - A single-family dwelling as a principal use, along with a dwelling unit serving as a separate accessory apartment that is, either located within the principal dwelling, attached to it or in a detached residential accessory building on the same lot. The accessory apartment shall be a self-contained dwelling unit containing a kitchen, bedroom(s) and bathroom facilities. Accessory dwellings shall have their own separate access from the principal dwelling unit. The accessory apartment shall be an accessory use related to the principal single family dwelling use.**
    - b) Owner - One or more individuals holding title to the property.
  3. Criteria. – An accessory apartment is allowable within a single-family dwelling, either attached or detached, provided that the following criteria have been satisfied:
    - a) Only one accessory apartment is permitted for each principal dwelling unit.
    - b) The accessory apartment may not be held in separate ownership from the principal use.



- c) Only one of the principal dwelling or accessory apartment may be rented at any given time and if rented, shall be rented for a term of no less than six consecutive months. **Prior to the issuance of a Building Permit, the Owner shall submit a notarized affidavit that states that the owner is or will be in residence in one of the units.**
- d) The accessory apartment shall ~~have a net floor area not exceeding 1/2 of the net floor area of the principal dwelling unit and not more than 900 square feet~~ **not exceed 1,000 square feet of gross floor area.**
- e) The accessory apartment shall have not more than two bedrooms.
- f) At least one off-street parking space shall be provided for the accessory apartment.

~~(g) The minimum lot area required for a parcel to allow an accessory apartment shall not be less than 15,000 square feet if the parcel is situated in an RH-1, CV, CH-1, MRL or MRL-1 District; 20,000 square feet if situated in an RL, RM or RR District; and 40,000 square feet if situated in a Water Resource (WR) Overlay District. For parcels existing within an approved open space residential development or cluster subdivision, the lots size shall be consistent with the endorsed plan.~~

~~hg).~~ The accessory apartment shall be designed so that, to the degree reasonably feasible, the appearance of the property remains that of a single-family property with matching materials, colors, window styles and roof design for one structure, if the apartment is attached, or for both structures, if the apartment is detached.

~~ih).~~ The principal dwelling unit and accessory apartment shall meet all **Board of Health** wastewater treatment requirements for the combined number of bedrooms.

~~ji).~~ The proposed use shall not exceed the building or site coverage ~~in~~ **for the applicable Zoning District.**

~~kj).~~ If an addition **to the principal dwelling** is to be ~~built~~ **constructed** for the proposed use accessory apartment, the addition shall ~~be set back from front, side and rear lot lines the distance required in the zoning district for new construction~~ **comply all with setback requirements in the applicable Zoning District.**

**k). The Zoning Board of Appeals may grant a Special Permit for preexisting nonconforming principal dwellings and residential accessory buildings that do not comply with the setback or lot coverage requirements in the applicable Zoning District.**

~~The Building Commissioner shall determine compliance with said criteria following receipt of the application for a building permit for a change in use and/or for construction of the said accessory apartment.~~

**l). Upon receipt of a complete Building Permit application for a change or expansion of use for construction of the accessory apartment, the Building Commissioner shall determine compliance with the Criteria listed above.**

4. ~~A determination that the owner has failed to comply with the forgoing criteria shall be evidence that the rights and benefits conferred hereunder are null and void~~

~~and the elements that make the accessory apartment a separate dwelling unit shall be removed from the property within 90 days of said determination, with the owner to comply with all requirements of the State Building Code and Town Zoning in removing elements determined to be unpermitted.~~ **If the Building Commissioner makes a determination that the owner is not in compliance with the Criteria listed above, including Criteria (3)c. above, after the issuance of a Certificate of Occupancy, the Owner may be subject to fines for the Zoning violation. In addition to being fined, the approval of the accessory apartment may be revoked, if the Owner does not correct a Zoning violation within 30 days. If the approval of the accessory apartment is revoked by the Building Commissioner, the owner will be required to remove the improvements that were constructed to create the accessory apartment within 90 days of said determination. The owner shall comply with all requirements of the State Building Code in restoring the principal dwelling or detached structure to its condition prior to the construction of the accessory apartment.**

Or to take any other action relative thereto. By request of the Planning Board. *Requires a 2/3 vote.*

*Explanation: The amendment includes a new definition of Accessory Apartment. The minimum lot sizes required for accessory apartments in various Zoning Districts were deleted in an effort to allow for more accessory apartments. A new requirement for the owner to sign an affidavit that requires accessory apartments to be leased for a term of no less than six months was inserted to help provide more year-round rental housing units. The principal dwelling and accessory apartment must comply with all Board of Health requirements for on-site septic systems. The Board of Appeals may grant Special Permits to provide relief on non-conforming properties. This amendment will help to address some of the Town's housing issues by allowing for more accessory apartments. This will increase the housing supply, provide an alternative to large single-family homes and provide people with less expensive housing options.*

**Motion:** (Peter Hughes – Chair, Finance Committee) I move that Article 37 be accepted and adopted and that the Town amend the Zoning Bylaw as printed in the warrant and further, that the Town Clerk be authorized to appropriately conform numerals, written numbers, and sections throughout the Zoning Bylaws based upon this Article. Duly seconded

The Planning Board report was presented by Duncan Berry, Planning Board Chair.

**Action:** The motion carried unanimously.

**A True Copy, Attest:**

\_\_\_\_\_  
Emily Mitchell, Town Clerk



# Town of Harwich

## TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk  
Harwich Town Hall • 732 Main Street • Harwich, MA 02645  
Tel: 508-430-7516 • Fax: 508-430-7517

The following is a True Copy of Article 38 of the Annual Town Meeting held on May 1, 2023 and continued to May 2, 2023, and the vote passed thereunder at the continued session on May 2, 2023.

### AMEND ZONING BYLAW – CHAPTER 325, ARTICLE XVII FLOODPLAIN REGULATIONS

**ARTICLE 38:** To amend the Code of the Town Of Harwich Article XVII §325 –Floodplain Regulations by deleting the entire existing section and replacing it with the following new Floodplain Regulations.

#### Article XVII

##### Floodplain Regulations

##### § 325-104 Purpose

**The purpose of the Floodplain Overlay District is to:**

- 1. Promote flood resiliency through planning and design;**
- 2. Reduce the creation of new public safety hazards caused by new construction and redevelopment in flood zones;**
- 3. Reducing the occurrence of public emergencies resulting from adversely impacting water quality, contamination, and pollution due to flooding;**
- 4. Reducing the loss of utility services which if damaged by flooding would disrupt or shut down the utility network and impact regions of the community beyond the site of flooding;**
- 5. Reducing costs and safety risks associated with the response and cleanup of flooding conditions;**

**Reducing damage to public and private property resulting from flooding waters.**

##### § 325-105 Establishment Of Floodplain Districts

**The Floodplain District is herein established as an overlay district superimposed over the underlying Zoning Districts. The district includes all Special Flood Hazard Areas within the Town of Harwich designated as Zones A, AE, AH, AO, A99, V, or VE on the Barnstable County Flood Insurance Rate Map (FIRM) dated July 16, 2014 issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The exact boundaries of the Districts shall be defined by the 1% chance base flood elevations shown on the FIRM and further defined by the Barnstable County Flood Insurance Study (FIS) report dated July 16, 2014. All flood zones referenced within this Floodplain Overlay District Bylaw shall mean the flood zones designated on the FIRM dated July 16, 2014. The FIRM and FIS report are incorporated herein by reference and are on file with the Town Clerk, Planning Board, Building Department and Conservation Commission.**

**§ 325-106 Abrogation**

**The floodplain management provisions found in this Floodplain Overlay District Bylaw shall take precedence over and shall supersede any less restrictive, conflicting sections of the Zoning Bylaws, Code of the Town of Harwich or regulations in the Town of Harwich.**

**§ 325-107 Relation to Other Districts.**

**The Floodplain Overlay District is superimposed over the other Zoning Districts shown on the Official Zoning Map. All buildings, structures, uses or land included within the Floodplain Overlay District shall be subject to all the restrictions and regulations of the underlining Zoning District in addition to those set forth in this article.**

**§ 325-108 Designation of Floodplain Administrator**

**The Town of Harwich hereby designates the Building Commissioner to be the official Floodplain Administrator for the Town.**

**§ 325-109 Degree Of Protection**

**The degree of flood protection required by this bylaw is considered reasonable but does not imply total flood protection.**

**§ 325-110 Severability**

**The degree of flood protection required by this Floodplain Overlay District Bylaw is based on reasonable scientific and engineering considerations but does not imply total flood protection. This Bylaw shall not create liability on the part of the Town of Harwich or any officer or employee thereof for any flood damage that may result from reliance on the provisions hereof, or from any administrative decision made hereunder.**

**§ 325-111 Requirement To Submit New Technical Data**

**If the Town acquires data that changes the base flood elevation in the FEMA mapped Special Flood Hazard Areas, the Town will, within 6 months, notify FEMA of these changes by submitting the technical or scientific data that supports the change(s.) Notification shall be submitted to: FEMA Region I Risk Analysis Branch Chief, 99 High St., 6th floor, Boston, MA 02110 and a copy of notification to: Massachusetts NFIP State Coordinator, MA Dept. of Conservation & Recreation, 251 Causeway Street, Boston, MA 02114.**

**§ 325-112 Unnumbered A Zones**

**In A Zones, in the absence of FEMA Base Flood Elevation (BFE) and/or floodway data, the Town of Harwich Building Department shall reasonably obtain, review and utilize base flood elevation and floodway data available from a Federal, State, or other source for determining whether residential and nonresidential structures must be elevated to or above base flood level, whether floodproofing is required or whether encroachments in floodways should be prohibited.**

**§ 325-113 Floodway Encroachments**

**In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available Federal, State, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.**

In Zone AE, along watercourses that have a regulatory floodway designated on the Town's FIRM, encroachments are prohibited in the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

§ 325-114 Watercourse Alterations or Relocations in Riverine Areas

In a riverine situation, the Floodplain Administrator shall notify the following entities of any alteration or relocation of a watercourse:

- Adjacent Communities, especially upstream and downstream;
- NFIP State Coordinator: Massachusetts Department of Conservation and Recreation, 251 Causeway Street, 8th floor, Boston, MA 02114.
- NFIP Program Specialist - Federal Emergency Management Agency, Region I, 99 High Street, 6th Floor, Boston, MA 02110.

§ 325-115 Drainage Requirements in AO and AH Zones

Before any activity that constitutes Development, New Construction, Substantial Improvement, Site Alterations or Subdivision (as those terms are defined herein) is commenced within Zones AO and AH on the FIRM, the Floodplain Administrator shall confirm that the work includes adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

§ 325-116 Recreational Vehicles

In A, AH, AE, VE, and V Zones , all recreational vehicles to be placed on a site must be elevated and anchored in accordance with the zone's regulations for foundation and elevation requirements or be on the site for less than 180 consecutive days or be fully licensed and highway ready.

§ 325-117 Permit Requirements

The Town of Harwich requires a permit for all proposed construction or other development in the Floodplain Overlay District, including new construction or changes to existing buildings, placement of manufactured homes, placement of agricultural facilities, fences, sheds, storage facilities or filling, grading, drilling, mining, paving and any other development that might increase flooding or adversely impact flood risks to other properties.

§ 325-118 Variances From The State Building Code Floodplain Provisions

Variances to the flood-resistant standards as found in the MA State Building Code may only be issued by the MA State Building Code Appeals Board.

Upon learning that an applicant intends to file for a variance from the State Building Code Appeals Board, the Town shall also issue a letter to the property owner regarding potential impacts to the annual premiums for the flood insurance policy covering that property, in writing over the signature of a community official that (i) the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.

Such notification shall be maintained with the record of all variance actions for the referenced development in the Floodplain Overlay District.

The Town will request from the State Building Code Appeals Board a written and/or audible copy of the portion of the hearing related to the variance, and will maintain this record in the community's files.

**§ 325-119 Variances From This Local Floodplain Overlay District Bylaw**

A variance from these floodplain bylaws must meet the requirements set out by State law, and may only be granted by the Board of Appeals if they make the following findings: (1) Good and sufficient cause and exceptional non-financial hardship exist; 2) the variance will not result in additional threats to public safety, extraordinary public expense, or fraud or victimization of the public; and 3) the variance is the minimum action necessary to afford relief.

**§ 325-120 Enforcement**

Violations of any section or provision of this Bylaw may be enforced by the institution of enforcement actions, either criminal or civil, either legal or equitable or both, or by fines of not more than three hundred (300) dollars for each offense. Each day that such offense continues shall constitute a separate offense.

**§ 325-121 Subdivision Within Floodplain Overlay Districts**

All preliminary and definitive subdivision applications filed with the Town of Harwich Planning Board for land located within the Floodplain Overlay District shall be reviewed by the Planning Board as part of its review under the Subdivision Control Law and the Harwich Subdivision Regulations to assure that:

- a) Such proposals minimize flood damage;
- b) Public utilities and facilities are located and constructed so as to minimize flood damage; and
- c) Adequate drainage is provided.

**§ 325-122 Base Flood Elevation Data for Subdivision Proposals**

When proposing subdivisions greater than 50 lots or 5 acres (whichever is less), the proponent must provide technical data to determine base flood elevations for each developable parcel shown on the proposed subdivision plans.

**§ 325-123 Use Regulations.**

**A. Existing Regulation**

**1. All development in the floodplain, including structural and nonstructural activities, whether permitted by right or by Special Permit, must be in compliance with the following:**

- a) Section of the State Building Code which addresses floodplain and coastal high-hazard areas (currently 780 CMR).
- b) Wetland Protection Regulations, Department of Environmental Protection (DEP) (currently 310 CMR 10.00).
- c) Inland Wetlands Restriction, DEP (currently 310 CMR 13.00)
- d) Coastal Wetlands Restriction, DEP (currently 310 CMR 12.00).
- e) Minimum Requirements for the Subsurface Disposal of Sanitary Sewage, DEP (currently 310 CMR 15, Title 5).
- f) Minimum Requirements for the Subsurface Disposal of Sewage Regulations, Town of Harwich.
- g) Harwich Wetlands Protective Bylaw.

2. Any variance from the provisions and requirements of the above-referenced state or local regulations may only be granted in accordance with the required variance procedures of these state or local regulations.

**B. Other Use Regulations**

1. Within Zones AH and AO on the FIRM, adequate drainage paths are required around structures on slopes, to guide floodwaters around and away from proposed structures.
2. In Zones A and AE, along watercourses that have not had a regulatory floodway designated, the best available federal, state, local, or other floodway data shall be used to prohibit encroachments in floodways which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.
3. Located within the floodplain are areas designated as coastal high-hazard areas (Zone VE). Since these areas are extremely hazardous due to high-velocity waters from tidal surges and hurricane wave wash, the following provision shall apply: all new construction shall be located landward of the reach of mean high tide. Existing contour intervals of site and elevations of existing structures must be included on any plan proposal.

**§ 325-124 Permitted Uses**

The following uses of low flood damage potential and causing no obstructions to flood flows are encouraged, provided that they are permitted in the underlying district and they do not require structures, fill, or storage of material or equipment:

- A. Agricultural uses, such as farming, grazing, horticulture, etc.
- B. Forestry and nursery uses.
- C. Outdoor recreational uses, including fishing, boating, play areas, etc.
- D. Conservation of water, plants, and wildlife.
- E. Wildlife management areas and foot, bicycle and/or horse paths.
- F. Temporary nonresidential structures used in connection with fishing, growing, harvesting, storage, or sale of crops raised on the premises.
- G. Buildings lawfully existing prior to September 30, 1980.

**§ 325-125 Special Provisions For Lifting Existing Structures To New and Appropriate Elevations**

- A. Notwithstanding the provisions of any other provision of the Harwich Zoning Bylaw to the contrary, except as otherwise provided pursuant to Subsection C of this section, a person shall be allowed to lift an existing structure located in an area of special flood hazard to a new and appropriate elevation, or constructing a staircase or other attendant structure necessitated by such raising without the need for Board of Appeals relief; provided, however, that this exemption shall apply only to the minimum extent or degree necessary to allow the structure to meet the new and appropriate elevation with adequate means of ingress, egress and accommodation of typical basement facilities.
- B. Appurtenant to lifting an existing structure, the existing structure may be relocated elsewhere on the lot as long as said relocation does not create a new, or increase the intensity of a setback nonconformity.
- C. The exemption established pursuant to Subsection A of this section shall not be available to a person who has altered or is seeking to alter the original dimensions of a structure if, had the alteration not been made, the structure could have been raised to meet the new and appropriate elevation either



without the exemption or with an exemption of lesser degree than is needed with the alteration.

## § 325-126 Definitions

The definitions contained herein pertain only to this article of the bylaw.

### AREA OF SPECIAL FLOOD HAZARD

The land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as Zone A, AO, AH, A1-30, AE, A99, V1-30, VE, or V.

### ATTENDANT STRUCTURE

Means an area to accommodate utilities, laundry facilities or mechanicals which are otherwise typically located within a basement area.

### BASE FLOOD

The flood having a one-percent chance of being equaled or exceeded in any given year.

### COASTAL HIGH-HAZARD AREA

The area subject to high-velocity waters, including but not limited to hurricane wave wash. The area is designated on a FIRM as Zone V1-30, VE, VO or V.

### DEVELOPMENT

Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. [US Code of Federal Regulations, Title 44, Part 59]

### DISTRICT

Floodplain District.

### EXISTING STRUCTURE

Any commercial or municipal structure or residential dwelling that currently exists, or existed prior to the catastrophic event, at the time a request is made to elevate

### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Administers the National Flood Insurance Program. FEMA provides a nationwide flood hazard area mapping study program for communities as well as regulatory standards for development in the flood hazard areas.

### FLOOD INSURANCE RATE MAP (FIRM)

An official map of a community on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

### FLOOD INSURANCE STUDY

An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, evaluation and determination of flood-related erosion hazards.

### FLOODWAY

The channel of the river, creek or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. [Base Code, Chapter 2, Section 202]

#### FUNCTIONALLY DEPENDENT USE

A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. [US Code of Federal Regulations, Title 44, Part 59] Also [Referenced Standard ASCE 24-14]

#### HIGHEST APPLICABLE FLOOD ELEVATION STANDARD

Means the 1% FEMA base flood elevation plus up to an additional three feet.

#### HIGHEST ADJACENT GRADE

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. [US Code of Federal Regulations, Title 44, Part 59]

#### HISTORIC STRUCTURE

Any structure that is:

- a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior;  
or
- d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  1. By an approved state program as determined by the Secretary of the Interior or
  2. Directly by the Secretary of the Interior in states without approved programs.[US Code of Federal Regulations, Title 44, Part 59]

#### LOWEST FLOOR

The lowest floor of the lowest enclosed area (including basement or cellar). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of state and local regulations.

#### NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

A program administered by the Federal Emergency Management Agency (FEMA)

#### NEW AND APPROPRIATE ELEVATION

Means any elevation to which a structure is raised, or is to be raised, that is equal to or

higher than the applicable FEMA base flood elevation; provided, however, that in no case shall the new and appropriate elevation exceed the highest applicable flood elevation standard.

#### NEW CONSTRUCTION

Structures for which the start of construction commenced on or after the effective date of the first floodplain management code, regulation, ordinance, or standard adopted by the authority having jurisdiction, including any subsequent improvements to such structures. New construction includes work determined to be substantial improvement. [Referenced Standard ASCE 24-14]

#### RECREATIONAL VEHICLE

A vehicle which is:

- a) Built on a single chassis;
- b) 400 square feet or less when measured at the largest horizontal projection;
- c) Designed to be self-propelled or permanently towable by a light duty truck;  
and
- d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. [US Code of Federal Regulations, Title 44, Part 59]

#### REGULATORY FLOODWAY - See FLOODWAY

#### SPECIAL FLOOD HAZARD AREA

The land area subject to flood hazards and shown on a Flood Insurance Rate Map or other flood hazard map as Zone A, AE, A99, AR, AO, AH, V, VO, or VE. [Base Code, Chapter 2, Section 202]

#### START OF CONSTRUCTION

The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement is within 180 days after the date of issuance. The actual start of construction means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of a slab or footings, installation of pilings or construction of columns. Permanent construction does not include land preparation (such as clearing, excavation, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Base Code, Chapter 2, Section 202]

#### STRUCTURE

A structure, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. [US Code of Federal Regulations, Title 44, Part 59]

#### SUBSTANTIAL DAMAGE

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

#### SUBSTANTIAL IMPROVEMENT

Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed.

#### SUBSTANTIAL REPAIR OF A FOUNDATION

When work to repair or replace a foundation results in the repair or replacement of a portion of the foundation with a perimeter along the base of the foundation that equals or exceeds 50% of the perimeter of the base of the foundation measured in linear feet, or repair or replacement of 50% of the piles, columns or piers of a pile, column or pier supported foundation, the building official shall determine it to be substantial repair of a foundation. Applications determined by the building official to constitute substantial repair of a foundation shall require all existing portions of the entire building or structure to meet the requirements of 780 CMR. [As amended by MA in 9th Edition BC]

#### TYPES OF FLOOD ZONE DESIGNATIONS

1. ZONE A - An area of special flood hazard without water surface elevations determined.
2. ZONE AE - Area of special flood hazard with water surface elevations determined.
3. ZONE AH - Areas of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) feet, and with water surface elevations determined.
4. ZONE AO - Area of special flood hazards having shallow water depths and/or unpredictable flow paths between (1) and (3) ft. (Velocity flow may be evident; such flooding is characterized by ponding or sheet flow.)
5. ZONE A99 - Area of special flood hazard where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes. (Flood elevations may not be determined.)
6. ZONE X - Areas of minimal or moderate flood hazards or areas of future-conditions flood hazard.
7. ZONE V - Area of special flood hazards without water surface elevations determined, and with velocity, that is inundated by tidal floods (coastal high hazard area)
8. ZONE VE - An area of special flood hazards, with water surface elevations determined and with velocity, that is inundated by tidal floods (coastal high hazard area)

#### VARIANCE

A grant of relief by a community from the terms of a flood plain management regulation. [US Code of Federal Regulations, Title 44, Part 59]

#### VIOLATION

The failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development

**without the elevation certificate, other certifications, or other evidence of compliance required in §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided. [US Code of Federal Regulations, Title 44, Part 59]**

Or to take any other action relative thereto. By request of the Planning Board. **Requires a 2/3 vote.**

*Explanation: This article will amend the Code of the Town of Harwich Article XVII §325 – Floodplain Regulations by deleting the entire existing section and replacing it with new Floodplain Regulations. The Federal Emergency Management Agency (FEMA) is requiring all of communities that are a members of the National Flood Insurance Program (NFIP) to adopt new floodplain management regulations. The new floodplain regulations in this Article contain all of the new restrictions required by FEMA. If voters at Town Meeting do not approve this article, the Town could be removed as a member community in the NFIP and flood insurance policies will dramatically increase in cost.  
Finance Committee Recommendation: The Finance Committee recommends this article be accepted and adopted to support long range planning for public safety within a flood plain district.*

**Motion:** (Peter Hughes, Chair – Finance Committee) I move that Article 38 be accepted and adopted and that the Town amend the Zoning Bylaw as printed in the warrant and further, that the Town Clerk be authorized to appropriately conform numerals, written numbers, and sections throughout the Zoning By-laws based upon this Article. Duly seconded

The Planning Board report was presented by Duncan Berry, Planning Board Chair.

**Action:** The motion carried unanimously.

**A True Copy, Attest:**

\_\_\_\_\_  
Emily Mitchell, Town Clerk



# Town of Harwich

## TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk  
Harwich Town Hall • 732 Main Street • Harwich, MA 02645  
Tel: 508-430-7516 • Fax: 508-430-7517

The following is a True Copy of Article 39 of the Annual Town Meeting held on May 1, 2023 and continued to May 2, 2023, and the vote passed thereunder at the continued session on May 2, 2023.

### AMEND ZONING BYLAW – CHAPTER 325, ARTICLE XXII LARGE SCALE GROUND-MOUNTED PHOTOVOLTAIC ARRAYS

ARTICLE 39: To see if the Town will vote to amend the Code of the Town of Harwich Zoning Bylaw, Article XXII Large Scale Ground-Mounted Photovoltaic Arrays, by inserting a new Section 325-144(D) “Design Standards for Accessory Residential Photovoltaic Arrays”.

§ 325-144 Design standards.

A. Lighting. Lighting of large-scale ground-mounted solar photovoltaic installations shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Where feasible, lighting of the large-scale ground-mounted solar photovoltaic installation shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

B. Signage. Signs on large-scale ground-mounted solar photovoltaic installations shall comply with a Harwich Sign Code. A sign that identifies the owner and provides a twenty-four-hour emergency contact phone number shall be required. Large-scale ground-mounted solar photovoltaic installations shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the installation.

C. Utility connections. Reasonable efforts, as determined by the Planning Board, shall be made to place all utility connections for the large-scale ground-mounted solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

#### D. Design Standards for Accessory Residential Photovoltaic Arrays

##### 1. Accessory Residential Rooftop Solar Installations

Accessory Residential Rooftop Solar Installations are allowed By-Right in all residential Zoning Districts. Solar panels shall not extend over the edge of the roof and shall not extend above the ridge line of the roof.

##### 2. Accessory Residential Ground Mounted Solar Installations

Accessory Residential Ground Mounted Solar Installations are allowed By-Right in all residential Zoning Districts contingent upon the following requirements:

a) Setbacks – Accessory Residential Ground mounted solar panels must comply with

- all of the setback requirements in the applicable Zoning District.**
- b) **Height – Accessory Residential Ground mounted solar panels shall not exceed 15 feet in height.**
  - c) **Screening – Accessory Residential Ground mounted solar panels shall be screened from view from any public or private way. The solar installation shall be screened with a minimum of six foot high solid fence or densely planted evergreen buffer.**
  - d) **Location – Accessory Residential Ground mounted solar panels shall be mounted in the rear yard behind the rear building line.**

Or to take any other action relative thereto. By request of the Planning Board. **Requires a 2/3 vote.**

*Explanation: This article will amend the Code of the Town of Harwich Article XXII Large Scale Ground-Mounted Photovoltaic Arrays by inserting a new section of the Code that will regulate solar panels on residential properties. Solar photovoltaic installations will be allowed by-right, in all residential Zoning Districts, on rooftops and ground mounted installations. New restrictions will require that ground mounted solar panels be located in the rear yard, within all required setbacks and require screening with a 6' high fence and /or evergreen buffer plantings.*

**Motion:** (Peter Hughes – Chair, Finance Committee) I move that Article 39 be accepted and adopted and that the Town amend the Zoning Bylaw as printed in the warrant except that Article XXII be replaced with Article XXIII and further, that the Town Clerk be authorized to appropriately conform numerals, written numbers, and sections throughout the Zoning By-laws based upon this Article.

Duly seconded

The Planning Board report was presented by Duncan Berry, Planning Board Chair.

**Action:** The motion carried unanimously.

**A True Copy, Attest:**

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Emily Mitchell, Town Clerk





# Town of Harwich

## TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk  
Harwich Town Hall • 732 Main Street • Harwich, MA 02645  
Tel: 508-430-7516 • Fax: 508-430-7517

The following is a True Copy of Article 55 of the Annual Town Meeting held on May 1, 2023 and continued to May 2, 2023, and the vote passed thereunder at the continued session on May 2, 2023.

### PROHIBIT THE SALE, DISTRIBUTION AND USE OF BALLOONS

ARTICLE 55: To see if the Town will vote to prohibit the sale, distribution and use of any type of balloon inflated with any type of lighter-than-air gas within the Town of Harwich. By request of Patrick Otton

*Explanation: Improper disposal of balloons and restraining attachments often released to float and drift away or not properly disposed are a significant well documented hazard to wildlife and marine life.*

#### ADDENDUM:

##### A. Purpose and intent.

The purpose of this bylaw is to address public concerns regarding the environmental hazards to wildlife and marine life in the Town of Harwich posed by the release and improper disposal of balloons, balloons and their restraining attachments

##### B. Definitions.

As used, the following terms shall have the meanings indicated:

##### LIGHTER-THAN-AIR GAS

A gas that is buoyant in air because it has an average density lower than that of air (including, but not limited to helium gas).

##### BALLOON

Including, but not limited to, plastic, latex, rubber or Mylar balloons

##### RESTRAINING ATTACHMENTS

How the balloon is held in place, including but not limited to, ribbon, rope, string, or sticks

##### C. Applicability.

Effective September 15, 2023, no person shall sell, distribute or use any type of balloon inflated with any type of lighter-than-air gas within the Town of Harwich.

No person shall throw, deposit, discard, or otherwise discharge inflated, underinflated or non-inflated balloons into any street, alley, waterway, park, beach, or other public place in the Town of Harwich unless placing in a trash receptacle.

Further, no person shall knowingly release or cause to be released into the air any balloon(s) inflated with any lighter-than-air gas.

**D. Exemptions.**

Launching or operation of lighter-than-air aircraft, or the launching of balloons inflated with lighter-than-air gas by government agencies or scientific organizations, is allowed.

**E. Enforcement.**

Violations of this bylaw shall be subject to noncriminal disposition pursuant to the provisions of Chapter \_\_\_\_\_, of these bylaws.

This bylaw may be enforced by any Town of Harwich police officer or other designee/agent authorized by the Board of Selectmen.

**F. Fines and penalties.**

Any person or establishment violating this chapter shall be punished by a non-criminal fine.

Notwithstanding the general penalties set forth under Chapter \_\_\_\_\_, of these bylaws, the specific penalties for violations of this bylaw shall be as follows:

(1)

First offense: written warning.

(2)

Second offense: \$50.

(3)

Third offense: \$100.

**Motion:** (Patrick Otton) I move that the Town vote to amend the Town's General Bylaw by inserting a new bylaw entitled Prohibition of the Sale, Distribution, and Use of Balloons and that the bylaw as proposed in the article be accepted and adopted and that the Chapter references be inserted as follows: E. Enforcement Chapter 1 and F. Fines and Penalties Chapter 1, and further, that the Town Clerk be authorized to appropriately conform numerals, written numbers, and sections throughout the General Bylaws based upon this Article.

Duly Seconded

**Action:** A standing count was taken: Yes: 125, No: 109. The motion carried.

**A True Copy, Attest:**

\_\_\_\_\_  
Emily Mitchell, Town Clerk



# Town of Harwich

## TOWN CLERK'S OFFICE

Emily Mitchell, Town Clerk  
Harwich Town Hall • 732 Main Street • Harwich, MA 02645  
Tel: 508-430-7516 • Fax: 508-430-7517

The following is a True Copy of Article 56 of the Annual Town Meeting held on May 1, 2023 and continued to May 2, 2023, and the vote passed thereunder at the continued session on May 2, 2023.

### ADOPT A NEW GENERAL BYLAW – PLASTIC REDUCTION

**ARTICLE 56:** To see if the Town will vote to amend the Town's General Bylaw by inserting a new bylaw entitled, Plastic Reduction, as follows, and to authorize the Town Clerk to assign appropriate numbering therefor:

#### CHAPTER \_\_\_\_: PLASTIC REDUCTION

This bylaw is enacted pursuant to the general police power in order to protect the health, safety and welfare of the inhabitants of the Town.

#### Effective Date

This Bylaw shall take effect on September 1, 2024.

#### Purpose and Intent

Plastic food containers and single-use utensils form a significant portion of the solid waste stream going into landfills. Local landfills are running out of room; our future solid waste may have to be transported hundreds of miles to a landfill at considerable cost. Most plastic food containers are not recyclable, nor are they biodegradable. Once buried in our landfills, they will persist for centuries. If incinerated the toxins in plastic are linked to cancer and threaten our air quality. Appropriate alternative and sustainable products are readily available from the vendors used by local food establishments; cooperative bulk buying arrangements are possible. Thus, elimination of plastic food containers and utensils is in the best interest of the health and welfare of Town inhabitants.

#### Definitions

“Disposable Food Service Container” means single-use disposable products for serving or transporting prepared, ready-to-consume food. This includes plates, bowls, trays, hinged or lidded containers, and utensils.

“Food Establishment” means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, as further defined in 105 CMR 590.002. Any establishment requiring a permit to operate in accordance with the State Food Code, 105 CMR 590.000, et. seq., shall be considered a Food Establishment for purposes of this Bylaw.

“Plastic” is defined as any type of plastic resin, which may contain recycled material, and may be sold as recyclable, biodegradable, or compostable. The material is commonly categorized in terms of #1, #2, #3, #4, #5, #6, #7; plastic as referenced includes all categories.

“Prepared Food” means any food prepared for consumption on the Food Establishment's premises, using any cooking or food preparation technique. This does not include any raw uncooked meat, fish or eggs unless provided for consumption without further food preparation.

“Town Facility” means any building, structure, land, or park owned or operated by the Town of Harwich, its agents and departments.

“Town Facility Users” means all persons, societies, associations, organizations, or special event promoters who require a permission to use a Town Facility. Town Facility Users also includes concession contracts with the Town, Town-managed concessions, Town-sponsored events, and food services provided at the Town’s expense.

Prohibition

A. Except as provided herein, Food Establishments are prohibited from dispensing Prepared Food to customers in Disposable Food Service containers and utensils made from Plastic.

B. Town Facility Users are prohibited from dispensing Prepared Food to customers in Disposable Food Service containers made from Plastic and providing utensils made from Plastic.

Public and private schools, educational institutions, summer camps, childcare facilities, and other childcare programs approved to participate in USDA Child Nutrition Programs are exempt.

Administration and Enforcement.

This Bylaw is enforced by the Town Administrator, or any committee appointed by them. Any Food Establishment or Town Facility User which violates any provision of this Bylaw shall be subject to the following penalties:

First Offense: Written warning

2nd Offense: \$150 fine

3rd Offense and Subsequent Offenses: \$300 fine

Any such fines collected shall be payable to the Town of Harwich. Each day the violation continues constitutes a separate violation. After detection of an initial violation, the designated inspection authority will be required to verify subsequent compliance until compliance with this bylaw is established. All businesses will be routinely inspected until the Town Administrator deems the inspection to be no longer be required. By request of Patrick Otton

**Motion:** (Bonnie Brydges) I move this article be accepted and adopted as printed with the following two changes: 1. The effective date of this article shall be revised to read from September 1, 2024 to January 1, 2025, 2. Under the heading “Prohibitions” the following statement is to be added: “This article excludes all beverages prepared at food establishments.” And further, that the Town Clerk be authorized to appropriately conform numerals, written numbers, and sections throughout the General Bylaws based upon this Article. Duly seconded

**Action:** A standing count was taken: Yes: 132, No: 107. The motion carried.

**A True Copy, Attest:**

\_\_\_\_\_  
Emily Mitchell, Town Clerk

# **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: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Brooks Free Library Roof Replacement contract

Date: August 16, 2023

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This memo corresponds to Agenda Item VII A, approve a contract with JJS Universal Construction Company in the amount of \$120,000.

This project was put out to bid a year ago and all submissions exceeded the appropriated funding amount. Additional funding was approved at the 2023 Annual Town Meeting, bring the total appropriation to \$238,500.

The project was re-bid in accordance with MGL c.149 and yielded five bids ranging from \$120,000 to \$298,950. After review of all bid documents and conferring with references, the low bidder, JJS Universal Construction Company was selected as the most responsive and responsible bidder offering the lowest price.

I recommend approval of this contract.

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Sean Libby DEPARTMENT: DPW

FUNDING SOURCE: 2021 ATM Art 16 and 2023 ATM art 16

Appropriated amount: \$238,500.00 Estimated cost: \$ 238,500.00 Actual cost: \_\_\_\_\_

**PROCUREMENT METHOD:**

MGL 149 39M Sealed Bids

**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.*

2021 ATM Article 16 was approved to replace the roofing asphalt shingles and repair any defects identified after the removal of the existing roof. During the 2023 ATM Art 16 added an additional \$90,000.00 after initial bid came in much higher than originally estimated. The project should be completed NLT Nov 15th to ensure proper adhesion.

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: DocuSigned by: Kathleen Barrette Account # 014212-Capital  
83B11569769A4FD...

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

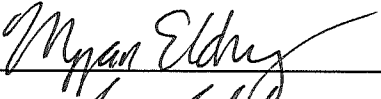
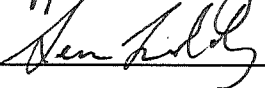


## Town of Harwich Bid Opening

Date, Time:	8/16/2023
Title:	Brooks Free Library Roof Repair

Bidder (in order of Bid Opening)	base bid	other
CAPE COD BUILDERS INC	169,000.00	
CAPEWAY ROOFING SYSTEMS INC	200,000.00	
CROCKET ARCHITECTURAL	298,950.00	
PARACHELLE CONSTRUCTION	187,000.00	
JJS UNIVERSAL CONSTRUCTION CO	120,000.00	

Commencement	2:00 PM
Completion	2:05 PM

	Name	Signature	Date
Bid Opener	Meggan Eldredge		8-16-23
Witness	Sean Libby		16 AUG 2023

## CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT made this 5th day of September in the year Two Thousand and Twenty Three, between JJS Universal Construction Company with a usual place of business at 1 Par Five Lane, Dudley, MA 01571 hereinafter called the CONTRACTOR, and the Town of Harwich, acting by its Board of Selectmen, 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 Brooks Free Library Roof Replacement in strict accordance with the Contract Documents and all related Specifications. The said Documents, 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, in current funds, the sum of \$120,000.00.

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 December 31, 2023.

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 two hundred dollars 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.

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

Upon 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 fifteen (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.
    - (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.
- 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
- Payment Bond
- Non-Collusion Certificate
- Tax Compliance Certificate
- Clerk's Certificate of Corporate Vote
- Certificate of Insurance
- General Conditions
- Supplementary General Conditions
- General Requirements

Specifications and Addenda  
Schedule of Prevailing Wages  
(Strike out any inapplicable item)

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 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.

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.

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 Board of Selectmen Over \$75,000

DocuSigned by:  
  
 \_\_\_\_\_  
028F818F022C487...

\_\_\_\_\_

wojciech sudyka president

Printed Name and Title

\_\_\_\_\_

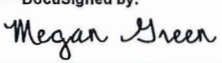
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Approved as to Availability of Funds:

by its Town Administrator Up to \$575,000

DocuSigned by:  
  
 \_\_\_\_\_  
36E65676E18A4AC...

\_\_\_\_\_

Finance Director

Contract amount

Town Administrator

01421A2 / 621016  
ATM 21 # 16



TOWN OF HARWICH  
INVITATION FOR BIDS  
FOR BROOKS FREE LIBRARY ROOF REPLACEMENT

The Town of Harwich is soliciting sealed bids for material and replacement of the roof at the Brooks Free Library located at 739 Main Street in Harwich, MA. Sealed bids will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until **2:00 P.M., August 16, 2023** at which time all bids will be publicly opened and read. Bids received after this time will be rejected. Delivery of the bids will be at the bidder's expense. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the bidder. All bids must be submitted in one sealed envelope clearly marked: "Brooks Free Library Roof Replacement Bid".

Information for bidders, bid forms, specifications and other contract documents may be examined or obtained from the Town of Harwich website at the following address: <https://www.harwich-ma.gov/home/pages/procurement> . All inquiries relative to this Invitation for Bids are to be directed to Sean Libby at [slibby@townofharwich.us](mailto:slibby@townofharwich.us) by 4:00 P.M. on August 9, 2023.

The Town of Harwich reserves the right to reject any and all bids if it determines that such bid does not represent the best interest of the Town. The Board of Selectmen reserves the right to waive any informalities. The bid process and award of contract are made in conformity with M.G.L. c 149, unless otherwise stated.

Joseph F. Powers  
Town Administrator

Cape Cod Chronicle: July 13, 2023  
Central Register: July 19, 2023  
COMMBUYS: July 13, 2023  
Town Hall and website: July 13, 2023

**INVITATION FOR BID  
TOWN OF HARWICH**

**DEPARTMENT OF PUBLIC WORKS**

**ROOFING REPLACEMENT FOR THE**

**BROOKS FREE LIBRARY  
739 MAIN STREET  
Harwich, MA 02645**



**DATE ISSUED: July 13, 2023**

**BID DUE DATE: August 16, 2023 at 2:00 PM**

**CONTACT: Sean Libby, DPW Facilities Maintenance Manager  
(508) 430-7555, [slibby@harwich-ma.gov](mailto:slibby@harwich-ma.gov)**

**The Town of Harwich accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.**

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**SECTION 1**  
**TOWN OF HARWICH**  
**Harwich Department of Public Works**  
**BROOKS FREE LIBRARY ROOF REPLACEMENT**

**Invitation to Bid**

The Town of Harwich on behalf of the Department of Public Works is requesting bids for the following:

Project Title: Harwich **BROOKS FREE LIBRARY ROOF REPLACEMENT**

Sealed bids will be received at the Town of Harwich, Town Hall, 732 Main St., Town Administrator's Office, 2<sup>nd</sup> floor, Harwich, MA 02645 until 2PM on August 16, 2023.

The work to be performed under this contract includes, removal of existing roofing material, and installation of new roof per specifications.

Bid specifications may be obtained from the Town of Harwich website: <https://www.harwich-ma.gov/home/pages/procurement>

An on-site pre-bid conference will be held on August 7, 2023 at 1:00 pm. This on-site is highly encouraged but not required. Any questions must be directed to Sean Libby at: [slibby@harwich-ma.gov](mailto:slibby@harwich-ma.gov) and received in writing before 4:00 pm on Wednesday, August 9, 2023.

Bids shall be in a sealed envelope bearing the words "Town of Harwich Brooks Free Library Roof Replacement Bid". The public bid opening will be held at the Town of Harwich Town Hall, Griffin Room on Wednesday, August 16, 2023 at 2:00 PM. To receive consideration, proposals shall be submitted no later than 2PM on Wednesday, August 16, at 2:00 pm. Emailed or faxed bids will not be accepted.

Contractors shall be required to comply with all applicable Massachusetts General Law Chapter 149, and all other applicable Massachusetts General laws. All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.149, §§44A-44H, as amended.

The successful bidder will be required to furnish a Payment Bond and Performance Bond in the amounts of one hundred percent (100%) of the contract amount.

To receive consideration, bids shall be submitted on the appropriate forms no later than the above date and time scheduled. Proposals must be accompanied by a bid security in the amount of five percent (5%) of the bid price in the form of a bid bond or certified treasurer's or cashier's check issued by a responsible bank or Trust Company. If upon acceptance of the bid, a bidder fails to enter into a contract with the Town of Harwich, the bid security shall be forfeited to and become the property of the Town.

Full compliance with Federal, State and Municipal wage laws is required of all work done for the Town of Harwich. Minimum wage rates as determine by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D as amended, apply to the project. It is the responsibility of the contactor, before bid opening, to request if necessary,



any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Wage Rates dated June 2022 shall be provided in the bid specifications and are applicable to this project.

All bidders shall be required to provide Certification of Occupational Safety and Health Administration (OSHA) Training in accordance with Massachusetts General Law 30: Section 39S, as amended by Chapter 306 of the Acts of 2004, effective 7/1/06. Bidders are not to include in their Bid Proposal sales and compensating use taxes on material and supplies purchased for this project. All material used are tax exempt.

A weekly certified payroll submittal shall be required of the successful bidder in accordance with MGL C149, S27B. No payments will be made by the Town until all payroll information necessary for the Town to determine compliance with prevailing wage law requirements for the time period of the payment request have been submitted. The Contractor shall not discriminate with regard to the personnel employed on this project on the basis of race, color, creed, national origin, gender, sexual preference, handicap, or age.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

END OF SECTION

## SECTION 2 INSTRUCTION TO BIDDERS

### 1. SECURING DOCUMENTS

- A. The Notice to Bidders, Instructions to Bidders, General Conditions, Specific Conditions, Contract Agreement, Labor and Materials Payment and Performance Bonds, Labor Rates, Itemized Proposals, and Application and Certification for Payment and all other documents in these Project Specifications referenced in the Agreement, as well as any addends issued prior to receipt of bids, compose the Contract Documents.

Copies of these bid documents and all applicable attachments are available at the Town of Harwich website: <https://www.harwich-ma.gov/home/pages/procurement>. Key contact for this project bid process, Attention: Sean Libby, 273 Queen Anne Road, Harwich, MA 02645, (508) 430-7555. All questions regarding this invitation should be addressed to Sean Libby, email address: [slibbyy@harwich-ma.gov](mailto:slibbyy@harwich-ma.gov). All questions regarding this project must be received at least seven (7) days prior to the date fixed for the opening of bids as described in Instructions to Bidders.

If requesting that the bid package be shipped to you, please e-mail request and provide the name, address, contact person, phone, fax and e-mail address of the requesting firm.

### 2. BID FORMS

- A. All bids must be submitted on the forms bound herein. All blank spaces in the proposal form shall be properly completed in ink and all erasures and correction initialed by the contractor.
- B. All bids must be submitted to 732 Main Street, Harwich, MA 02645 in a sealed envelope containing the bid, properly marked "Brooks Free Library Roof Replacement". It is the responsibility of the bidder to ensure that bids are delivered to the specific location prior to the time and date designated.
- C. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, except as limited under the General Laws, Chapters 30 and 149, applicable sections, as amended to date.
- D. Any bid received after the time and date designated will not be considered.

### 3. BID SECURITIES

- A. Bid Deposit in the amount of **FIVE PERCENT (5%) of the bid dollars** (this includes all alternates if any, included in this bid) shall accompany each bid submittal. At the option of the Bidder, the security may be a bid bond issued by a surety authorized to do business in the Commonwealth, certified check, or treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Harwich. Personal checks and cash will not be accepted.
- B. The bid security shall secure the execution of the Contract and the furnishing of a performance by a successful bidder.
- C. Should any bidder to whom an award is made fail to enter into a Contract therefor within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the notice of award has been mailed to him or fail within such time to furnish Payment and Performance Bonds as required, the amount received from such bidder through their bond, certified check, treasurer's or



cashier's check as bid deposit shall become the property of the Town of Harwich, as liquidated damages, provided that the amount of the bid deposit which becomes the property of the Town of Harwich shall not, in any event, exceed the difference between their bid price and the bid price of the next lowest responsible and eligible bidder; and that the provided further that in the case of death, disability bona fide clerical or mechanical error of a substantial nature, or other unforeseen circumstances affecting the bidder, their deposit shall be returned to them.

- D. Bid deposits of the three lowest responsible and eligible bidders will be held by the Awarding Authority during the time stipulated for the execution of the contracts and the submission of the payment and performance bonds, and may be disposed of in such a manner as will accomplish the purpose for which they are submitted. After expiration of such period, bid guarantees not disposed, or the amounts thereof, will be returned within five (5) days, Saturdays, Sundays and legal holidays excluded.

#### **4. DEFINITIONS**

- A. All definitions set forth in the General Conditions are applicable to all bidding documents, which include the Advertisement, Instructions to Bidders, Addenda issued prior to receipt of general bids.
- B. Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents upon execution of the Agreement.

#### **5. BIDDER'S REPRESENTATION**

- A. Each bidder, in submitting their proposal, represents that they have read and understood the bidding documents.
- B. Each bidder represents that they have visited the site, familiarized themselves with the local conditions under which the work is to be performed, compared the site with the drawings and specifications, satisfied themselves on the conditions of delivery, handling, and storage of materials, and all other matters that may be incidental to the work, including subsurface conditions before submitting their proposal.
- C. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents, including any addenda issued thereto.
- D. Submission of a proposal will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful bidder by reason of any error or omission on his part, due to his neglect in complying with the requirements of this article, except with respect to conflicts with the General Laws.

#### **6. EXAMINATION OF BIDDING DOCUMENTS**

Each bidder shall examine the bidding documents carefully and, not later than seven (7) days prior to the date for receipt of bids, shall make a written request to the Town of Harwich for interpretation or correction of any ambiguity, inconsistency, or error therein which they may discover. Any interpretation or correction will be issued as an addendum by the Town of Harwich. Only interpretations or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

## **7. ADDENDA**

- A. Prior to the receipt of the bids, addenda will be forwarded to each person or firm recorded by the Town of Harwich as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.
- B. Addenda issued during the time of bidding shall be listed on proposal forms in the space provided. Failure of a bidder to receive any addendum shall not release the bidder from any obligations under their bid, provided said addendum was sent by email, telegram, by U.S. mail, or successful facsimile to the address furnished by the bidder for transmittal of mail. Telegraphic addenda will be confirmed by U.S. mail.

## **8. REJECTION OF PROPOSALS**

The bidder acknowledges the right of the Town of Harwich to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Town of Harwich to reject a bid if the bidder fails to furnish any required bid security, or fails to submit the data required by the bidding documents, or if the bid is in anyway incomplete or irregular.

## **9. QUALIFICATIONS OF BIDDER**

- A. Any bidder, if requested, shall submit a financial statement, experience records, and an equipment schedule, on forms to be provided by the Town of Harwich. Financial statements shall reflect true financial conditions of bidder within three months prior to date of bid opening and shall be validated by a Certified Public Accountant.
- B. A bidder, in order to be eligible for the contract, must be able to show their financial ability to carry on the work until the project is complete and accepted by the Town of Harwich.
- C. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Owner's decision or judgment on these matters will be final, conclusive, and binding.
- D. The Owner may make such investigations as it deems necessary, and the bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

## **10. PAYMENT & PERFORMANCE BONDS**

- A. Within five (5) days after the date of Notice of Award of Contract, Saturdays, Sundays and legal holidays excluded, the bidder to whom the award is made shall furnish a payment and performance bond, equal to 100% of the contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bond is to be issued by an acceptable bonding company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Town of Harwich.

The payment bond shall guarantee that the contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and materials for, or on account of the work included herein. Payment bonds will be in effect until such time as the contractor

furnishes proof that payment in full has been made for all materials used on the contract work. The bonds shall be paid for by the contractor. The Town of Harwich shall have the right to demand proof that parties signing the bonds are duly authorized to do so.

- B. Every such bond shall have a power of attorney attached thereto, authorizing the Town of Harwich to enter judgment thereon in any court in the United States of America or elsewhere against the obligors therein named for the amount therein named and shall be conditioned for the honest and faithful compliance with all provisions of the bidder or bidders.
- C. Payment and Performance Bond forms shall be provided With Notice of Acceptance.

## **11. SUBSTITUTIONS**

- A. The Bid shall be based on using the materials or products as specified and provided. Where several materials are specified by name for one use, any of those so specified may be supplied.
- B. Whenever the specified products or class of materials is specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be used, unless the Town's written approval for substitution is secured in accordance with the Conditions of the Contract.

## **12. WORK TIME LIMITS**

- A. Contractor shall furnish a proposed work schedule, in writing, with their bid. A final work schedule shall be submitted at the time of delivery of the properly executed contract and contract bonds to the Awarding Authority, allowing for completion of the contract work prior to the date specified below and appearing on the Contract Form.

Thereupon the Town of Harwich will review the completed documents and proposed schedule, ask for revisions or corrections, or issue a "NOTICE TO PROCEED" indicating its agreement with final contract terms.

- B. All work may commence after notice to proceed (approximately September 2023, and must be complete by December 1, 2023).

## **13. TAX EXEMPTION**

The project is exempt from payment of Massachusetts sales tax to the extent permitted by MGL c.64H, Subsection 6F. Exemption Certificate E-046-001-175 shall be used in lieu thereof.

## **14. ACCEPTANCE OF PROPOSALS**

Within thirty (30) days after the opening of the proposals the Town of Harwich will act upon them. The acceptance of a proposal will be a Notice of Acceptance in writing signed by a duly authorized representative of the Town of Harwich and accompanied by Contract and Payment Bond forms. No other act of the Town of Harwich shall constitute the acceptance of a proposal. The acceptance of the proposal shall bind the successful bidder to the contract. The rights and obligations provided for in the contract shall become effective and binding upon the parties only upon its formal execution.

**15. TIME FOR EXECUTING CONTRACT AND PROVIDED CONTRACT BONDS**

- A. Any contractor whose proposal shall be accepted will be required to execute the contract and furnish contract bonds within five (5) days, Saturdays, Sundays and legal holidays excluded after the notice that the contract has been awarded to them.

**16. PAYMENT OF EMPLOYEES**

- A. For work done in the Town of Harwich, the payment for employees of the contractor and any or all sub-contractors and suppliers shall comply with the wage scale current at the commencement of construction, as published by the Department of Labor and Industries, under provisions of the Massachusetts General Laws. The contractor and each of his subcontractors and suppliers shall pay each of their employees engaged in work on the project under the contract in full, less deductions made mandatory by law, and not less often than once a week. All forms required by local authorities, the Commonwealth of Massachusetts, and the United States Government, shall be properly submitted. No payments will be made on any application for payment until all required payroll and Affirmative Action/Equal Opportunity information for the period covered by the application has been submitted to the Town.
- B. A copy of applicable wage rate schedules is attached and forms part of the contract documents.

**17. WITHDRAWAL OF PROPOSALS**

- A. At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefor.
- B. After the scheduled time for receipt of proposals and before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty (30) days. Negligence on the part of the bidder in preparing his bid confers no rights for the withdrawal of the proposal after it has been opened.

END OF SECTION

## SECTION 3

### GENERAL CONDITIONS

#### 1. CONTRACT DOCUMENTS

- A. The Contract Documents consist of the Agreement, the General Conditions, Special and other Conditions, , the Specifications, all Addenda issued prior to the execution of this Agreement, all amendments, Change Orders, and written interpretations of the Contract Documents issued by the Town. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- B. The Contract Documents shall be signed in not less than triplicate by the Town of Harwich and the Contractor. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.
- C. The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all permits, materials and equipment incorporated or to be incorporated in such construction.

#### 2. TOWN OF HARWICH (DPW)

- A. The Town of Harwich will provide general administration of the Contract.
- B. The Town of Harwich shall at all times have access to the Work wherever it is in preparation and progress.
- C. The Town of Harwich will make periodic visits to the site to become generally familiar with the progress and quality of the Work in accordance with the Contract Documents. On the basis of on-site observations by the Town of Harwich, they will endeavor to guard against defects and deficiencies in the Work of the Contractor. The Town of Harwich will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town of Harwich will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with Contract Documents.
- D. Based on such observations and the Contractor's Application for Payment, the Town of Harwich will determine the amounts owed to the Contractor and will issue Certificates for Payment in accordance with Paragraph 8.
- E. The Town of Harwich will be, in the first instance, the interpreter of the requirements of the Contract Documents.
- F. The Town of Harwich will have authority to reject Work that does not conform to the Contract Documents.

- G. The Town of Harwich's Representative for this project and Project Manager will be: Sean Libby, Facilities Director. Once the project contract is signed, all project questions, shop drawings, samples and requirements for approvals shall be directed to:

Town of Harwich  
Attn: Sean Libby, Facility Manager (and Project Manager)  
273 Queen Anne Rd  
Harwich, MA 02645  
Phone: 508-430-7550

END OF SECTION



Project Name: Brooks Library Roof

TM Year and Article #: ATM 21 #16 and ATM23 #16

Appropriation: \$238,500

Bid Price: \$120,000

### 12/13/18 Revised Procurement Checklist

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

\*Note: contracts (not grants) **below \$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: 014212A2-621016 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
<input checked="" type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.</li> </ul>	<input type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul>
<input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input type="checkbox"/> b. Sealed Bids.</li> <li><input type="checkbox"/> c. <b>End of Public Works construction requirements</b></li> </ul>	<input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>
<input checked="" type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul>	<input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul>
<input checked="" type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input checked="" type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input checked="" type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul>	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Solicit qualifications prior to sealed bids.</li> </ul>	

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

Signature of Town Administrator or Assistant Town Administrator: \_\_\_\_\_



**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: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Change Order for Brooks Academy Museum Basement Renovation

Date: August 30, 2023

---

This memo corresponds to Agenda Item VII B, approve a contract change order for the Brooks Academy Museum Basement Renovation Project with Campbell Construction Group, LLC to deduct \$10,991 from the original \$1,189,000 contract.

The credit of \$10,991 arises from removing work related to the steam and condensate lines to the original boiler system. Facilities Manager Sean Libby recommends removing the existing boiler all together in preparation for a new HVAC system. The credit is due to the elimination of re-piping and testing of the old system that will no longer be in use.

I recommend approval of this Change order.





# AIA® Document G701® – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Harwich, Brooks Academy Museum  
Basement Renovation  
80 Parallel Street  
Harwich, MA 02645

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: Sept 30, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: 3  
Date: August 17, 2023

**OWNER:** *(Name and address)*  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

**ARCHITECT:** *(Name and address)*  
Spencer Preservation Group  
41 Valley Road  
Nahant, MA 01908

**CONTRACTOR:** *(Name and address)*  
Campbell Construction Group, LLC  
21 Caller Street  
Peabody, MA 01960

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

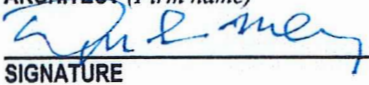
Delete the re-installation of HVAC piping      Deduct \$10,991.00

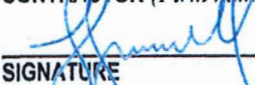
The original Contract Sum was	\$ 1,189,000.00
The net change by previously authorized Change Orders	\$ 97,488.00
The Contract Sum prior to this Change Order was	\$ 1,286,488.00
The Contract Sum will be increased by this Change Order in the amount of	\$ -10,991.00
The new Contract Sum including this Change Order will be	\$ 1,275,497.00

The Contract Time will be increased by seventy-seven (77) days.  
The new date of Substantial Completion will be Sept 15, 2023

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

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

Spencer Preservation Group  
ARCHITECT *(Firm name)*  
  
SIGNATURE  
Douglas Manley, Principal  
PRINTED NAME AND TITLE  
August 17, 2023  
DATE

Campbell Construction Group, LLC  
CONTRACTOR *(Firm name)*  
  
SIGNATURE  
Gregory Campbell, Managing Member  
PRINTED NAME AND TITLE  
8/23/2023  
DATE

Town of Harwich  
OWNER *(Firm name)*  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
PRINTED NAME AND TITLE  
\_\_\_\_\_  
DATE



**PLUMBING  
& HEATING**

PO Box 50225 New Bedford, MA 02745  
 224 Nyes Lane Acushnet, MA 02743  
 Phone: (508) 998-7006 Fax: (508) 998-1727

**CHANGE ORDER REQUEST**

**BILL TO:** CAMPBELL CONSTRUCTION GROUP, L  
 21 CALLER ST STE#4  
 PEABODY MA 01960

**WORK DONE AT:** HARWICH BROOKS MUSEUM HVAC  
 80 PARALLEL STREET  
 HARWICH, MA 02645

PHONE 978 509 8804 CUST# 16163

JOB NO.	CUST ORDER#	TERMS	REQUEST NUMBER	DATE
22151 -601	KB	NET 30	601	6/28/23

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	BULLETIN #7 CREDIT PRICE CONSISTS OF A CREDIT FOR THE MAN-HOURS TO INSTALL THE EXISTING PIPING PER THE DRAWING AND MISC. MATERIAL FIGURED TO MAKE CONNECTIONS BACK TO THE EXISTING LPS STEAM BRANCHES		
	40' OF 3" X 1" INSULATION @ \$15.25 PER 3'		-203.33
3	SLEEVE PENETRATIONS	-200.00	-600.00
7	1" COUPLINGS FOR RECONNECTIONS	-4.53	-31.71
	<b>SUBTOTAL MATERIAL</b>		<b>-835.04</b>
102.00	LABOR: ONE MAN / 102 HOURS @ \$99.57	-99.57	-10,156.14
	<b>SUBTOTAL LABOR</b>		<b>-10,156.14</b>

**C/O REQUEST TOTAL**

**\$10,991.18**

**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: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with R.J. Gabriel Construction Company, Inc.

Date: August 30, 2023

---

Attached please find a fully executed contract with R.J. Gabriel Construction Company, Inc. for the installation of the septic system at Sand Pond Recreation Area.

Funding for this project was appropriated from the 2019 and 2023 Annual Town Meetings. Bids submitted in 2022 exceeded the appropriation and additional funding was sought and approved in 2023.

The re-bid resulted in the receipt of 9 bids ranging from \$37,700 to \$79,000. After reviewing the bid packages and contacting references, the award was made to RJ Gabriel Construction Company, Inc. in the amount of \$37,700.

Work will commence after the swimming season and be completed prior to April 2024.



# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Beebe DEPARTMENT: Recreation

FUNDING SOURCE: ATM 2019 article 43 org 8027192 obj 619043 and ATM2023

Appropriated amount: 158000 Estimated cost: \$40,000 Actual cost: \_\_\_\_\_

**PROCUREMENT METHOD:**

30, 39M public works (non-building) construction with labor sealed bids/IFB

**PURCHASE DESCRIPTION:**

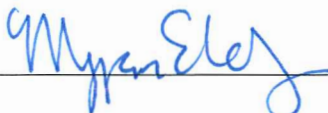
Purchase descriptions should contain the following components (see document on purchase descriptions):  
*Description of supplies or services required; quantities required; schedule for performance and delivery terms.*

Installation of new septic system at Sand Pond Beach.

IFB outlines a completion date of March 30, 2024.

**PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW**

Funds Available: Finance Director: \_\_\_\_\_ Account # 8027192  
619043

Approved to proceed: Town Administrator or Designee: 

## OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 24th day of August, 2023 by the Town of Harwich, Massachusetts, hereinafter called the "Owner" and R.J. Gabriel Construction Company Inc. with an address of 785 Bedford Street, Bridgewater, MA 02324, hereinafter called the "Contractor."

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

### ARTICLE 1. SCOPE OF WORK:

The Contractor shall perform all the work required for the Sand Pond Beach septic system installation, 180 Great Western Road, Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

### ARTICLE 2. TIME OF COMPLETION:

The contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to substantial completion before March 1, 2024.

### ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order the Contract Sum of:\$37,700.00.

### ARTICLE 4. THE CONTRACT DOCUMENTS:

The following together with this Agreement form the Contract and all are as fully a part of the contract as if attached to this agreement or repeated herein: Invitation for Bids, Bidding Documents, Instructions to Bidders, Scope of Work, amendments, change orders, or other changes mutually agreed upon in writing; all applicable State laws, including but not limited to MGL Chapter 30, § 39M as amended, and MGL Chapter 149, §§ 26 and 27 (prevailing wages), municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project; and the Contractor's Form of General Bid as accepted by the Town (including requirements of M.G.L. Chapter 149, sections 26-27 -- Prevailing Wage Rates).

### ARTICLE 5. BONDS AND INSURANCE:

The contractor shall furnish insurance certificates, satisfactory to the Town, as proof of having met the requirements of Section 15, Instructions to Bidders.

ARTICLE 6. CONTRACT TERMINATION:

The Town may suspend or terminate this Contract 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 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 contract.

ARTICLE 7. ASSIGNMENT:

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

ARTICLE 8. AMENDMENTS:

All amendments, change orders or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and the Contractor. Further, such amendments, change orders, or changes shall be in writing and signed by officials with authority to bind the awarding authority. Additionally, all amendments, change orders and changes shall be approved by the Town Accountant prior to execution by the awarding authority. No amendment, change order, or change to the contract provisions shall be made until after the written execution of the amendment, change order, or change to the Contract by both parties. All amendments, change orders and changes to this Agreement shall be in accordance with M.G.L. 30B, section 13.

ARTICLE 9. INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold harmless the Town from any and all claims, damages, losses and expenses (including attorney's fees) arising out of the performance of this Contract, when such claims, damages, losses and expenses are caused by the negligent acts, errors or omissions of the Contractor.

ARTICLE 10. APPROPRIATION:

This Agreement is subject to appropriation.

ARTICLE 11. DISCRIMINATION:

No person shall, on the grounds of race, color, national origin, sex or sexual preference, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any form.

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 Board of Selectmen Over \$75,000

DocuSigned by:

*David A. Gabriel*

770D7E1C763148C...

David A. Gabriel President

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:

*Megan Green*

(\$37,700.00)

Finance Director

Contract Sum

DocuSigned by:

*Joseph P. Powers*

Town Administrator

Account 802071292 / 619043  
CPC ATM 19 #43



## SPECIFICATIONS

General Specifications:  
Numbers 1 through 15

### Installation of Septic System at Sand Pond Beach, Harwich

1. The Contractor must satisfy himself, by his own investigation and research, regarding conditions affecting the work to be done and the plants, equipment, labor and material needed, and make his bid in sole reliance thereon.

PRIOR TO START OF WORK, CONTRACTOR, ENGINEER & TOWN REPRESENTATIVE SHALL CONDUCT AN ON-SITE INSPECTION OF THE PROJECT SITE, SO AS TO REVIEW CONSTRUCTION OPERATIONS.

2. The Contractor shall furnish all labor and material, tools, plants and equipment and do all the work necessary to furnish, install and complete the work in accordance with these General Specifications and Plans.
3. During construction, the Contractor shall secure all necessary permits from owners to trespass on their property in the transportation of materials and equipment to the work, and the contractor shall repair at his own expense any damage caused by him to lawns, driveways, structures, etc. Upon completion of the work, the Contractor shall remove from the site all debris, excess materials, tools and equipment, and shall leave the premises in a neat and orderly condition, to the satisfaction of the Engineer.
4. In all phases of the work, the Contractor shall be required to conform to all local regulations as to the proper use of highways, bridges, etc.
5. The Town reserves the right to eliminate any portion of the work under this Contract in order to bring the total expenditure within the amount available for the project, and to limit execution of the work to such points and in such order as may be directed.
6. The Town reserves the right to terminate the contract at any time as required with the understanding that payment will be made for work completed up to the date of termination...
7. The Contractor shall so limit his operations and carry on his work in such a manner and sequence as to insure the least possible interference with traffic and normal use of the adjacent areas.
8. The work limits shall be delineated as shown on the plans. Any damage to the structures caused by his operations shall be satisfactorily remedied at the sole expense of the Contractor.
9. The Contractor shall remove any decorative materials such as fences, mailboxes, etc. that may interfere with construction. Materials are to be stored on the owner's property for later re-installation by the Contractor. All re-installation costs shall be included with the bid amount.

10. Property lines and benchmarks are shown on the plan. The Contractor will use these reference marks for proper orientation of construction limits and elevation control.
11. If the Contractor, through willfulness or carelessness, removes or permits to be removed such reference marks (concrete bounds) before the execution of the work requires it, they shall be replaced at his own expense. All work shall conform during its progress and on its completion truly to the lines and grades given by the Engineer. The work shall be done in a thoroughly substantial and workmanlike manner in accordance with the plans and direction given from time to time by the Engineer during execution.
12. The Contractor shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of a Contractor, it shall be replaced and/or realigned by the Contractor as directed by the Town. No further compensation will be due the Contractor for the materials and labor required to re-establish the bound in its proper orientation as shown on the plans. Bounds are to be tied-in prior to construction and locations are to be verified after construction.
13. The Bidder's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1962.550, relating to construction equipment clearances at overhead electric lines, which states, in part: "...the minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50KV or below and greater distances for higher voltage...". For the protection of personnel and equipment, the Contractor should be aware of this regulation especially during paving operations using large semi-trailer vehicles.
14. The work shall include the excavation of the existing parking lot material. All edges of excavation made in existing pavements shall be squared by saw cutting with power-driven tools to provide a neat, clean edge for joining new pavement. Ragged, uneven edges shall not be accepted. Areas, which have been broken or undermined, shall be edged neatly with a minimum disturbance to remaining pavement or sidewalks. A minimum of 8" of T-Base or suitable material must be placed and compacted in all disturbed areas to allow traffic until area can be resurfaced in the spring.
15. All work shall proceed in an orderly manner according to the following schedule: The Contractor shall submit a schedule of the planned operations to the Town and Engineer within seven (7) calendar days from delivery of an executed Contract. The schedule will aid the Engineer in determining his inspection needs and schedule for progress payments.

## **SECTION 1 SEPTIC SYSTEM**

### **1.01 References Standards, Specifications, and Codes**

- A. The following are hereby made a part of this SECTION by reference thereto:
  - 1. Title 5: State sanitary Code and Harwich Board of Health Regulations.
  - 2. M. G. L. 30A (Wetland Act), the Local Wetland Act, and Conservation Commission Regulations.
  - 3. All work installed under this SECTION shall comply with all local, state, county and federal codes, laws, statutes and authorities having jurisdiction.
  - 4. Give all requisite notices and file all requisite plans relating to this work with the proper authorities, and secure all permits for this work. Conservation Commission Permit has been acquired for this project. Contractor to post sign on site showing permit number.

#### **1.02 Contract Documents**

- A. It is the intent of these specifications and drawings to call for finished work, tested and ready for operation. Any apparatus, appliance, materials, or work not shown on the drawings but mentioned in the specifications , or vise-versa, or any incidental Accessories necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be furnished and installed.
  - 1. The drawings were generated with the best information available at the time. Modifications in the layout may be necessary as needed to prevent conflict with other work or for-proper execution of the work.

### **PART 2 – PRODUCTS**

#### **2.01 General**

- A. Material and equipment for installation under this section of the specifications shall be new, unused, free of defects, and the best quality of a manufacturer of established reputation. Any defective or damaged material shall be immediately removed from the site.
- B. Each piece of pipe, fitting, valve, etc. delivered under this section shall have indelibly cast or marked thereon the manufacturers name, trademark, pressure rating and the date of manufacture.
  - 1. Specifications for materials included herein are intended for the purpose of establishing minimum quality requirements and all materials are subject to approval by the Engineer.

#### **2.02 Precast Structures**

- A. Precast concrete structures shall be constructed as shown on drawings and conform accurately to indicated dimensions.
  - 1. Brick for adjustments to grade shall be waterstruck sewer brick, Grade 'A' concrete brick conforming to ASTM C-55 or precast concrete grade rings mortared in place.
  - 2. Cement mortar for parging and for joining brick shall be made of one (1) part portland cement and two (2) parts sand mixed to the proper consistency. Add approximately twenty pounds of hydrated lime for each sack of cement.
  - 3. Precast concrete structures for sewage disposal systems, shall be as manufactured by Shea Precast Concrete Products Inc. or equal. Structures shall conform to the form and dimensions shown, be reinforce with ASTM A-615-79 Grade 60 reinforcing steel having a minimum 1" cover, and constructed of 5,000 PSI concrete. All field joints shall be sealed with rubber gaskets and shall be grouted with hydraulic cement for watertightness. Tanks to be one piece monolithic pour. Design loading for all structures shall meet H-20 wheel loading design criteria.

### **2.03 Stone**

- A. Stone for this project shall be from approved sources and shall conform to the size and gradation requirements indicated on the drawings. Stone shall be carefully handled to maintain a clean acceptable condition.
- B. All stone and pea stone shall be processed, hard, angular, stone, double washed as a minimum and free of iron, fines and dust and containing less than 0.2% of fines when tested in accordance with AASHTO T-11 procedures.
- C. Course stone to range from 3/4" to 1-1/2" in size.
- D. Pea stone to range from 1/8" to 3/8" in size.

### **2.04 Frames and Covers**

- A. Cast iron manholes, frames and covers shall be of the form and dimensions shown on the contract drawings. Manhole extensions shall be neatly and accurately brought to dimensions of the base of the frame. Castings shall be of tough gray iron, free from cracks, holes and cold shuts. All castings shall made accurately to dimensions and shall be machined to provide even bearing surfaces. Covers must fit the frames in any position and, if found to rattle under traffic shall be replaced. Filling to obtain tight covers will not be permitted. No plugging, burning in, or

filling will be allowed. All castings shall be carefully coated inside and out with tar pitch varnish of approved quality.

## **2.05 Pumps**

- A. A monolithic 1500 gallon pump chamber with a duplex pump system shall be installed as shown on the plans and in accordance with Title 5.
- B. Pump shall provide for a minimum of 20 gpm at design head of 9.7'. Use Meyers SRM4 pumps or equivalent. Pumps shall operate as detailed in the plans.
- C. Pump system shall be equipped with an audio visual alarm which must be powered by a circuit separate from the circuit to the pumps.

## **PART 3-EXECUTION**

### **3.01 General**

- A. Furnish the services of qualified personnel for layout of site utility system.
  - 1. Establish line and grade for all piping. Provide additional control along the Pipe runs by use of lasers.
- B. Verify inverts and locations of all existing utilities prior to the installation of any work. Transmit site conditions contrary to the plan to the Engineer who shall make any alterations to the Contract Drawings as required by the existing conditions. Proceed with construction only after written permission from the Engineer. If any work is installed without prior written notice of the Engineer and said work requires alteration due to existing conditions, said alterations shall be made by the contractor at his expense.
- C. Protect all pipe lines, sewers, drains, poles, wiring, and the like that interfere in any way with the work whether or not they are specifically shown on the Drawings. Notify the proper authorities that items are protected, supported and or relocated as necessary to adjust them to the new work.

### **3.02 Protection, Shoring and Pumping**

- A. Protect open excavations with fencing, warning lights and/or other suitable safeguards as may be additionally required by the Authorities having jurisdiction.

- B. Protect bottom of excavation from frost. Do not place new work on frozen ground. Shore and brace excavation and provide sheet piling if necessary to prevent cave-ins and to conform to local, state, and federal safety regulations. Remove shoring and piling before backfilling is completed.
- C. Provide all necessary pumps, well points and pumping facilities, including Attendants, to keep all excavation free from water from whatever source at all times when work is in progress and when necessary for protection and integrity of the work in place. Trenches shall be kept water free during jointing and for sufficient time thereafter to allow the jointing material to become fully set and completely resistant to water penetration. Pump discharge to be in such a manner that it does not flood, interfere or damage any other area of work and meets with the approval of the Conservation Commission.

### **3.03 Installation of Pipe**

- A. Trenches shall be opened only to such extent as approved by the Engineer and the total lengths of open trench shall be as short as practical at all times. Immediately upon opening of the trench, pipe bedding shall be placed, compacted and dressed as specified.
- B. Carefully examine each pipe length before laying, and do not lay defective or damaged pipe. Lay pipe lines to grade and alignment indicated. Provide proper facilities for lowering sections of pipe into trenches. Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or weather are unsuitable.
- C. Pipe laying shall proceed upgrade with spigot ends of bell and spigot pipe and tongue ends of tongue and groove pipe pointing in direction of flow.
- D. Execute installation of flexible joints by placing gaskets and jointing materials in accordance with recommendation of particular manufacturer in regard to use of lubricants, cements, adhesives and other special installation requirements. Surfaces to receive lubricants, cements or adhesives shall be clean and dry. Affix gaskets and jointing materials to pipe not more than 24 hours prior installation of pipe and protect from sun, blowing dust and other deleterious agents at all times. Gaskets and jointing materials so damaged shall be removed and replaced. Pipe shall be aligned with previously installed pipe and joint pulled together. If while making joint gasket or jointing material becomes loose and can be seen through exterior joint recess when joint is pulled up to within 1 inch of closure, pipe shall be removed and joint remade.

### **3.04 Manholes**

- A. Manholes and manhole extensions to grade shall be built accurately to dimensions. Brickwork shall be laid by skilled workmen. Inverts shall have a cross section of the sewers which are connected and changes in size, grade or lines shall be made gradually and evenly.
- B. The top of the brickwork shall be brought to the dimensions of the flange of the manhole frame. Adequate precautions shall be taken in freezing weather to protect the masonry from damage by frost. Particular care shall be taken that no water rises on the masonry until the mortar is thoroughly set and any brick masonry damaged in this manner shall be removed upon the order of the Engineer.
- C. All pipe or castings to be embedded in brickwork shall be accurately set, and if so required, headers shall be laid around the casting so embedded.
- D. Cement plaster for plastering exterior of brick or block walls shall be 1:2 cement and sand mortar.
- E. The outside of brickwork on all manholes shall be plastered with X” thick coat of portland cement mortar mixed in the proportions of one (1) part cement to two (2) parts of sand . Plaster shall be troweled to a smooth hard finish and no backfill shall be placed until mortar has thoroughly hardened.
- F. Upon completion, all debris shall be removed from manholes.
- G. The entire work of constructing manholes shall be carried on in a manner to insure watertight work, and any leaks in manholes shall be caulked and repaired, or the entire work shall be removed and rebuilt. Attention is particularly called to the necessity of keeping water below all parts of the brick or concrete foundation and walls until the cement has obtained adequate set.



Project Name: Sand Pond septic system

TM Year and Article #: ATM19, #43 and ATM23,#33

Appropriation: #123,000

Bid Price: \$37,700

### 12/13/18 Revised Procurement Checklist

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

\*Note: contracts (not grants) **below \$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: 80271292-619043 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
<input checked="" type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input checked="" type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Written spec sheet.</li> <li><input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input checked="" type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was in the Capital Plan.</li> <li><input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature.</li> </ul>	<input type="checkbox"/> GS2. If project is <b>over \$5,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to.</li> <li><input type="checkbox"/> b. Maximum contract length is three years.</li> </ul>
<input checked="" type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> a. Bid Bond of 5% of total value.</li> <li><input checked="" type="checkbox"/> b. Sealed Bids.</li> <li><b>c. End of Public Works construction requirements</b></li> </ul>	<input type="checkbox"/> GS3. If project is <b>over \$50,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> <li><input type="checkbox"/> c. Apparent low bidder posted to Town website.</li> </ul>
<input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks.</li> <li><input type="checkbox"/> b. Set a designer fee or price ceiling.</li> <li><input type="checkbox"/> c. Use Standard Designer Application Form</li> </ul>	<input type="checkbox"/> GS4. If project is <b>over \$100,000</b> : <ul style="list-style-type: none"> <li><input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin.</li> <li><input type="checkbox"/> b. Show project utilized sealed bids.</li> </ul>
<input type="checkbox"/> C6. If <b>Building</b> construction <b>over \$150,000</b> you'll need C1, C2, C3, C4, C5, as well as: <ul style="list-style-type: none"> <li><input type="checkbox"/> a. 100% payment bond was in bids.</li> <li><input type="checkbox"/> b. 100% performance bond was in bids.</li> <li><input type="checkbox"/> c. DCAMM certified bidders.               <ul style="list-style-type: none"> <li><input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000.</li> </ul> </li> </ul>	<p>Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder.</p> <p>Note 2: Bids may be negotiated downwards but never higher than original quote.</p> <p>Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item.</p>
<input type="checkbox"/> C7. If <b>Building</b> construction <b>over \$10,000,000</b> you'll need C1, C2, C3, C4, C5, C6, as well as: <ul style="list-style-type: none"> <li>a. Solicit qualifications prior to sealed bids.</li> </ul>	

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

Signature of Town Administrator or Assistant Town Administrator: 



**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: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with LHS Associates for Vote Tabulators

Date: August 30, 2023

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Attached please find fully executed documents for the purchase of 6 voting tabulators. Procurement of this equipment was procured through MGL c.30B for supplies and services. An invitation for bids was released in July with a due date of August 15, 2023. Two bids were received and evaluated.

The most responsive and responsible bidder offering the lowest price was LHS Associates, Inc. for a contract total of \$26,960. This price includes the trade in value offered for 4 existing tabulators.

# PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Emily Mitchell DEPARTMENT: Town Clerk

FUNDING SOURCE: 2022 Annual Town Meeting, Article 20 (01122A2 - 622020)

Appropriated amount: \$75,000.00 Estimated cost: \_\_\_\_\_ Actual cost: \_\_\_\_\_

## PROCUREMENT METHOD:

M.G.L. c. 30B - restricted to vendors offering voting tabulators approved by the Secretary of the Commonwealth's office.

## 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.*

Purchase of four (4) primary and two (2) spare voting tabulators, along with:

- Associated equipment for each tabulator (e.g. protective carrying case, complete set of memory media, internal backup battery, power cord, key set, thermal paper, and ballot box\*),
- Training for Town Clerk's Office staff and election workers prior to first use,
- Service agreement including annual maintenance,
- Election Day support (for all federal, state, and local elections) - in person for first use; guaranteed remote and in person response when needed for all election

\*Only required for four primary units

### PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

01122A2 622020

Funds Available: Finance Director: Barbara Bjornson Account # \_\_\_\_\_  
DocuSigned by: FE1E73157DDA4ED...

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

**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 LHS Associates, Inc. with an address of 10 Manor Parkway, Salem, NH 03079 hereinafter referred to as "Contractor", effective as of the 30.00 day of August, 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 ImageCast Precinct Tabulators, Democracy Suite Software and associated services including the scope of services set forth in the Invitation for Bids.

**ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall deliver all hardware and software, complete all work and services required hereunder commencing upon contract 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 \$26,960.00. 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) 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.

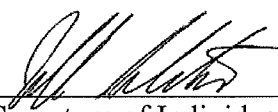
**ARTICLE 15: COUNTERPARTS:**

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, Jeff Silvestro, 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.

04-2505763  
Social Security Number or  
Federal Identification Number

  
Signature of Individual or  
Corporate Name

By:  
Corporate Officer

(if applicable)


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

CONTRACTOR

TOWN OF HARWICH

By

by its Select Board Over \$75,000

  
\_\_\_\_\_

\_\_\_\_\_

Jeff Silvestro, President

\_\_\_\_\_

Printed Name and Title

\_\_\_\_\_

\_\_\_\_\_

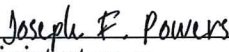
\_\_\_\_\_

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:  
  
\_\_\_\_\_  
Finance Director

26,960.00  
(\$ \_\_\_\_\_)  
Contract Sum

DocuSigned by:  
  
\_\_\_\_\_  
Town Administrator

Account #PO: 01122A2 / 622020  
ATM 22 #20



## PROJECT PLAN

### TIMELINE

The following order of events represents a project schedule that LHS feels is both thorough and highly feasible. A disclaimer that this timeline is an estimate, and both duration and order of events are subject to change.

#### 1. CONTRACT FINALIZATION

The Town of Harwich, should it select our proposal, will work together with LHS Associates to finalize the contract for the procurement of a new precinct-based vote tabulation system, the [ImageCast Precinct Tabulator](#).

#### 2. ACCEPTANCE TESTING

Once LHS receives Harwich's signed contact, we will perform all necessary checks and calibrations. Upon completion, the equipment will be marked for delivery and a representative of LHS will reach out to the Harwich Town Clerk's Office to schedule a time for delivery.

#### 3. ON-SITE EQUIPMENT DELIVERY/OLD EQUIPMENT PICKUP

At a time and date agreed upon by LHS Associates and the Harwich Town Clerk's Office, a certified LHS technician will deliver all purchased equipment to and pick up all old equipment from the Clerk's Office. While on-site, the LHS technician, together with an authorized representative of the Town of Harwich, will perform a final check of delivered equipment to ensure everything is in order.

#### 4. TRAINING (Minimum of two (2) training hours)

At a time and place agreed upon by LHS Associates and the Harwich Town Clerk's Office, a certified LHS technician will conduct an in-depth on-site training for both poll workers and election officials. The training will include an overview of the new system, its operation, and expectations for Election Day.

#### 5. PROGRAMMING

As soon as LHS receives data from the Town of Harwich for an upcoming election, we will begin generating the election program and programming memory cards for the ImageCast tabulators. A distinguishing factor of LHS from other vendors is that we do not release an election program to municipalities until we have physically tested it against official test ballots from the printer. This additional measure assures our customers that all programs have been generated properly and any possible ballot errors resolved.

#### 6. ELECTION DAY COVERAGE

LHS has Help Desk support and around the clock Election Day Coverage as well as 10 additional technicians which will be stationed throughout Massachusetts to respond to equipment issues in 1 hour or less.

## TRAINING

### IMAGECAST TRAINING

Having conducted over **300 training courses** in the last **5 years**, we at LHS recognize that no two customers are alike. Therefore, we design our training platform to be completely customizable. That means that prior to the training session, LHS works with the particular municipality to identify specific needs and tailor our material to fit those needs. The result is a unique and in-depth hands-on presentation accompanied by a customized visual Poll Worker guide, both of which cover specific hardware functions and detail all phases of the election.

Here's what we include as part of our training program:

- **2 hours** of staff-level training to be scheduled per the municipality's request and before the first use
- **A minimum of two (2), 2-hour** precinct warden/poll worker training sessions to be scheduled per the municipality's request.
- **8** visual Poll Worker guide (to be tailored if requested)
- **1** instructional video tutorial, a copy of which will be provided to the municipality upon award of the contract to be posted online and on the municipality's local cable channel

*LHS guarantees that any of the individuals conducting the above trainings will be:*

- *Fully trained, experienced, and certified to operate the supplied vote tabulator equipment and software*
- *An employee of LHS and not a subcontracted employee from another company*
- *The same employee who will be present on-site during Election Day so that all Poll Workers will be familiar with, and have had prior interaction with, said employee*

*TOWN OF HARWICH*



*Invitation for Bids*

**ELECTRONIC VOTE TABULATION MACHINES**

*HARWICH, MA*

**PROPOSALS DUE:**

**Tuesday, August 15, 2023**

\*Late proposals will be rejected

# INVITATION FOR BIDS

## TOWN OF HARWICH, MASSACHUSETTS

### VOTE TABULATION MACHINES

#### **I. Notice of Proposal**

The Town of Harwich (Town) is requesting bids from qualified vendors to provide electronic voting machines that will scan appropriate markings made by registered Harwich voters on ballots fed into the machines and accurately tabulate the number of votes for each candidate or question printed on the ballot.

Bids shall be received in the Town Administrator's Office, 732 Main Street, Harwich, MA 02645 until 2:00 p.m. **on Tuesday, August 15, 2023**. Vendors shall submit one (1) sealed **price** proposal marked "Price Proposal for Electronic Vote Tabulation Machines". Each sealed proposal shall clearly identify the vendor's name and business address. The Town reserves the right to reject any or all proposals deemed not in the best interest of the Town. Award of a contract to purchase vote tabulation machines as described in this IFB are subject to the availability of funds.

#### **II. Background**

The Town Clerk is seeking to replace the six (6) AccuVote Voting System electronic vote tabulators with carrying cases and four (4) ballot boxes voting machines.

The Town has received funding at the May 2022, Annual Town meeting, in addition to financial assistance from the state and/or federal government, to defray the cost of the voting machines. The Town Clerk expects to employ the new voting machines for the first time in the March 2024, Presidential Primary Election.

#### **III. General Requirements**

Vendors must meet the following requirements for their bids to be considered:

The voting machines must be approved for use in the Commonwealth of Massachusetts by the Secretary of State. A transmittal letter must be signed by the person authorized to sell the voting machines to the Town.

1. The price that is quoted for the voting machines shall include but not be limited to the actual voting machine, ballot box, storage and carrying case, battery backup, data card, costs for delivery of all voting machine components from the factory authorized dealer to the Harwich Town Hall (portal to portal), training covering all aspects of the use, testing and proper care of the voting machines and a minimum two (2) year warranty for parts

and labor. This price proposal will include the trade in amount for the machines currently used.

2. The vendor shall complete the “price proposal form” provided by the Town and submit that document by the proposal deadline in a sealed envelope labeled “Price Proposal for Electronic Vote Tabulation Machines.” The stated price shall include all items referenced in III (1).
3. All items contained in this Invitation for Bids (IFB) must be specifically and completely addressed. Failure to do so may result in disqualification of the vendor.
4. All proposals become the property of the Town of Harwich and will not be returned to respondents. Documents submitted in response to this IFB are deemed public records after the evaluation of proposals is complete.
5. The vendor shall be available for a screening interview as part of the selection process if necessary. Such interviews may be scheduled during the business day.
6. All costs of the proposal preparation shall be borne by the vendor. The Town shall not reimburse any costs incurred by vendor in anticipation of receiving the award.
7. Modifications to the proposal are accepted up until the deadline for proposal submission. Modifications submitted after the proposal deadline will not be opened.
8. The Town reserves the right to amend this IFB. Such amendments shall be sent to each vendor who has received the IFB. No amendments to this IFB shall be made less than seven (7) business days prior to the proposal deadline.
9. Questions concerning this IFB should be directed in writing by end of business Monday, July 24, 2023, to Meggan Eldredge, Assistant Town Administrator, at [meldredge@harwich-ma.gov](mailto:meldredge@harwich-ma.gov).
10. The Town of Harwich may cancel this IFB or reject, in whole or in part, any and all proposals when it is determined that said cancellation or rejection serves the best interests of the Town. Reasons for cancellation or rejection shall be stated in writing.

#### **IV. Tentative Schedule**

The Town expects to adhere to the following schedule:

**July 20, 2023 Advertise** IFB in Cape Cod Chronicle, post on Town of Harwich Website

**Tuesday, August 15, 2023, 2:00 p.m.** due date for proposals.



**Week of August 15, 2023:** Proposals reviewed by the Proposal Review Committee. Interviews may be scheduled if necessary and submit a recommendation for hire to the Town Administrator.

**Week of August 15, 2023:** Town Administrator to issue award letter to successful vendor subject to availability of funding.

## V. Rule for Award

The Town Administrator, in his capacity as Chief Procurement Officer for the Town, will make a final decision on award of the contract to the most responsive and responsible bidder who offers the lowest price to the Town of Harwich.

## VI. Compensation

- A. The selected vendor shall submit an invoice to the Town that reflects the per unit cost for each voting machine purchased, the number of units purchased and the total cost to the Town, inclusive of all elements described in this IFB.
- B. Payment to the vendor shall be based upon complete delivery of fully operational voting machines. "A Certificate of Acceptance" (**Appendix C**) shall be executed by the Town, which shall attest to the delivery of the number of voting machines purchased, that they have been received in good condition and are fully operational.
- C. Once the "Certificate of Acceptance" has been executed the vendor may issue the Town an invoice. Payment to the vendor shall be made within forty-five (45) calendar days from receipt of the invoice by the Town.

## VII. Proposal Submission Requirements

Vendors are reminded that the **price** proposals must be submitted in **sealed envelopes** with the name and address of the vendor and marked, "price proposal for Electronic Voter Tabulation Machines".

- A. In order to meet the minimum criteria, the proposal must include the following information:
  1. All voting equipment offered must be, at the time of bid submission, certified by the Secretary of the Commonwealth of Massachusetts, Elections Division, as being approved for use in Massachusetts elections. All such voting equipment must be in compliance with the standards set forth in 950 Commonwealth of Massachusetts Regulations, section 50.02. Bidders must include a copy of the Secretary of State's Letter of Approval with the bid submission.

2. All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission. Bidders must include a copy of the EAC Certification with the bid submission.
3. The business address of the closest factory authorized service facility to Harwich, which receives and responds to service calls for the make and model voting machine being proposed.
4. The specific days and hours of operation of the factory authorized service facility identified in VI. A. (3) above.
5. Specify the means, telephonic or otherwise, by which the Town will notify the vendor of any problem that may be experienced with the voting machines. Such information shall include the vendor's telephone number and contact person who can address service issues.
6. The guaranteed response time within which the vendor will arrive on location, if telephonic communication does not resolve the problem, to replace or repair failed voting machine(s), memory card/pack or any component of the voting machine during the date and time of the election shall be two (2) hours or less.
7. Detail the specific conditions of all warranties or guarantees that are provided with the voting machines. The Town requires at least a 2-year warranty on all parts, labor, and transportation costs associated with repairs to the voting machines.
8. Cost of shipping, pickup, and delivery of equipment for repair or replacement. (There shall be no costs associated with repair or replacement of the equipment during the duration of the warranty.)
9. The vendor will provide a minimum of two (2) hours of on-site training for the Town of Harwich Clerk and office staff on all voting equipment. All training will take place at the Town of Harwich Offices during normal business hours. Training will cover basic use of the vote tabulator equipment, pre-election testing, and Election Day procedures. Training will be scheduled by the Town of Harwich Clerk, and the vendor will accommodate said schedule.
10. The vendor will provide a minimum of two (2) hours of on-site training for Town of Harwich election workers. All training will take place at the Town of Harwich Offices during/after normal business hours (i.e., evenings, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the Town of Harwich Clerk, and the vendor will accommodate said schedule.

11. The vendor will have staff available on an on-going basis that can respond to Town of Harwich equipment issues on any given election voter day, with an on-site response time of two (2) hour or less.
  12. Written confirmation that a complete delivery of all voting machines purchased shall be made to the Town Clerk's Office located at Harwich Town Hall within thirty (30) days of receipt by the vendor of proposal award.
  14. Written confirmation that the vendor shall be responsible for any and all damage to equipment while in transit from "portal to portal." Equipment damaged in transit shall be replaced within twenty (21) days from the date of intended delivery with new equipment of the same make and model.
  15. A description of the vendor including name, location and size of the organization and the number of years in the business of providing this equipment. Identify the contact person(s) who shall be assigned to the Town of Harwich.
  16. A certificate of insurance shall be provided to the Town naming the Town as an additional insured with respect to delivery and set-up of equipment in accordance with the insurance limits stated in the Sample Agreement (Appendix D):
- B. The vendor shall submit a **price** proposal on the form marked, "Price Proposal" (**Appendix B**) in this IFB. This price proposal will include the trade in amount for the machines currently used. The per unit price shall include any and all costs associated with supplying the equipment to the Town including but not limited to the equipment itself, transportation from the manufacturing location to the Town and delivery into the Office of the Town Clerk inside Town Hall, equipment set-up, testing, training and warranty for parts and labor. The vendor shall guarantee that their price(s) shall, remain valid for at least 120 calendar days from the deadline for **price** proposals.

## VIII. Scope of Services

### Voting Equipment:

The vendor will be responsible for supplying and delivering six (6) electronic vote tabulators with carrying cases and four (4) ballot boxes. The ballot boxes supplied must come from the same manufacturer as the vote tabulator equipment and must be compatible with such scanner. All necessary and related equipment and software as per these specifications must be included.

As part of the bid submission, bidders are required to submit manufacturer's product information literature, as well as a written description of the proposed equipment, size, and setup to allow the Town of Harwich to fully evaluate the product the bidder intends on supplying.

### A. Voting Equipment:



1. Each of the four (4) Electronic Vote Tabulator Packages will consist of, at a minimum, the following:
  - A. An electronic digital optical scanning vote tabulating unit,
  - B. Protective carrying case for the vote tabulating unit,
  - C. One (1) complete set of memory media required to conduct Town of Harwich, federal, state, and local elections,
  - D. Internal backup battery,
  - E. Power cord,
  - F. Key set,
  - G. Paper roll
  - H. Ballot box with three (3) compartments, including caster wheels, and a built-in power supply. The ballot boxes should nest into each other for ease of storage.
2. Two (2) Spare Electronic Vote Tabulator Packages, #1 (A) through (G) above, specifically without the ballot box
3. All voting equipment offered must be, at the time of bid submission, certified by the Secretary of the Commonwealth of Massachusetts, Elections Division, as being approved for use in Town of Harwich elections. All such voting equipment must be in compliance with the standards set forth in 950 Commonwealth of Massachusetts Regulations, section 50.02. Bidders must include a copy of the Secretary of State's Letter of Approval with the bid submission.
4. All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission
5. All equipment offered must be brand-new; no used or demonstration equipment will be accepted.
6. Equipment must be lightweight, easy to store, carry, and set-up.
7. The electronic vote tabulators to be supplied must be able to:
  - A. Scan marked paper ballots.
  - B. Interpret voter marks on the paper ballots.
  - C. Store and tabulate each vote from each paper ballot.
  - D. The scanner must have the ability to capture digital images of each ballot (this function must also be able to be disabled to comply with current Massachusetts law).
  - E. The scanner must have the ability to be locked to prevent tampering.
  - F. The tabulator must be able to process single or double-sided ballots.
  - G. The tabulator must be able to be configured to handle multiple ballot scenarios.
  - H. The tabulator must be able to be programmed to accept multiple cards and ballot styles.
  - I. The tabulator must be able to display a notification to the voter identifying a discrepancy on the ballot, when marking for an office or question exceeds the number to be elected and allowing the voter to correct the ballot. If the voter chooses to cast

the ballot with mistakes, the tabulator must be programmed to register the vote as a blank to prevent double voting.

- J. The electronic vote tabulator must be powered by standard 120-volt AC power, with internal battery backup to power the unit in the event of an electrical power failure. The backup battery must be able to provide a minimum of two (2) hours of continuous use.
- K. Each individual electronic vote tabulator must come with its own protective carrying case for the tabulator.
- L. Ballot box with three (3) compartments, including caster wheels, and a built-in power supply. The ballot boxes should nest into each other for ease of storage.
- M. The vendor must supply all necessary equipment and accessories, power cords, memory media, operating system software, and technical support that provides for fully functioning electronic voting equipment.
- N. The voting equipment must have an easily readable display screen capable of displaying the status of the tabulator to both election workers and voters in multiple languages.
- O. The system must NOT require the use of special marking pens or a #2 pencil.

#### B. Training:

1. The vendor will provide a minimum of two (2) hours of onsite training for the Harwich Town Clerk and office staff on all voting equipment. All trainings will take place at the Harwich Town Offices during normal business hours. Training will cover basic use of the vote tabulator equipment, pre-election testing, and Election Day procedures. Training will be scheduled by the Harwich Town Clerk, and the vendor will accommodate said schedule.
2. The vendor will provide a minimum of two (2) hours of onsite training for Harwich election workers. All training will take place at the Harwich Town Offices during/after normal business hours (i.e., evenings, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the Harwich Town Clerk, and the vendor will accommodate said schedule.
3. The vendor will provide documentation to accompany all training.

#### C. Early Service Support on Election Days

1. Vendor must provide telephone support on **all** Harwich Election Days (local, state, and federal) starting at 6 AM Eastern Time through 10 PM Eastern Time

Project Name: Voting Tabulators

TM Year and Article #: ATM 22 Art#20

Appropriation: \$75,000

Bid Price: \$26,960

12/13/18 Revised Procurement Checklist


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

\*Note: contracts (not grants) **below \$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: 01122A2-622020 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.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used.	<input type="checkbox"/> GS1. If procured using the <b>State Bid List</b> :
<input type="checkbox"/> C2. If construction is <b>near \$10,000</b> you also need:	<input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan.
<input type="checkbox"/> a. Written spec sheet.	<input checked="" type="checkbox"/> GS2. If project is <b>over \$5,000</b> :
<input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS.	<input checked="" 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 checked="" type="checkbox"/> b. Maximum contract length is three years.
<input type="checkbox"/> C3. If construction <b>over \$25,000</b> you need C1, C2, as well as:	<input checked="" type="checkbox"/> GS3. If project is <b>over \$50,000</b> :
<input type="checkbox"/> a. Show project was in the Capital Plan.	<input checked="" 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 checked="" type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C4. If construction <b>over \$50,000</b> you need C1, C2, C3, as well as:	<input checked="" 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 <b>over \$100,000</b> :
<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. <b>End of Public Works construction requirements</b>	<input type="checkbox"/> b. Show project utilized sealed bids.
<input type="checkbox"/> C5. If <b>Building</b> estimated construction costs are over \$300,000 <b>and</b> 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 <b>Building</b> construction <b>over \$150,000</b> 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 <b>Building</b> construction <b>over \$10,000,000</b> 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 or Assistant Town Administrator: 



**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: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract extension for Richard Mandell Golf Architecture

Date: August 30, 2023

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Attached please find fully executed documents for the extension of a contract with Richard Mandell Golf Architecture. The original contract, in the amount of \$40,000 expired on June 30, 2023 and the project has not yet been completed.

This project involves architecture services for the design of a putting complex and short course at Cranberry Valley Golf Course. Gold Director Roman Greer has indicated that the project is well underway, however the architect requires additional time to complete it. The best estimate for completion is March of 2024, however this contract extends until the end of the fiscal year.

**AGREEMENT EXTENSION FOR TOWN OF HARWICH**

The following provisions shall constitute an extension of the Agreement made between the Town of Harwich, acting by Town Administrator and through its Select Board, hereinafter referred to as "Town," and Richard Mandell Golf Architecture, with an address of 2208 Midland Road, Pinhurst, NC 28374, hereinafter referred to as "Contractor", on the 21st day of November 2022. Said agreement is attached and shall remain in full force and effect with the only exception being the Time for Performance which shall be extended to June 31, 2024.

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 Board of Selectmen Over \$75,000

DocuSigned by:  
*Richard Mandell*  
DAB5E46B456F466...  
Richard Mandell      president

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

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$75,000

DocuSigned by:  
*Megan Green*  
28565670519A41C  
Finance Director      ORIG CONTRACT (\$40,000)  
Contract Sum

DocuSigned by:  
*Joseph F. Powers*  
0632C9E5799644E...  
Town Administrator

Org/Obj: 016958-585000 & 01696A2-622038

## **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 Richard Mandell Golf Architecture, with an address of 2208 Midland Road, Pinhurst, NC 28374, hereinafter referred to as "Contractor", effective as of the \_\_\_\_ day of November 2022. 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 Architecture services for Cranberry vAlley Golf Course Putting Complex and Short Course as set forth in ATTACHMENT A: PHASE I –PLANNING SERVICES THROUGH PHASE III – CONSTRUCTION DOCUMENTS.

### **ARTICLE 2: TIME OF PERFORMANCE:**

The Contractor shall complete all work and services required hereunder commencing December 1, 2022 through June 30, 2023.

### **ARTICLE 3: COMPENSATION:**

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum not to exceed \$40,000.00. 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 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".
- 4) 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, Richard Mandell, 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.

56-2203599

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

DocuSigned by:  
Richard Mandell  
\_\_\_\_\_  
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:  
Richard Mandell  
\_\_\_\_\_  
DAB5E46B456F466...

Richard Mandell President

Printed Name and Title

TOWN OF HARWICH

by its Board of Selectmen Over \$75,000

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

Approved as to Availability of Funds:

DocuSigned by:  
Ann Marie Ellis (\$40,000.00)  
\_\_\_\_\_  
Finance Director... Contract Sum  
Org/Obj 016958-585000 & 01696A2 - 622038

by its Town Administrator Up to \$75,000

DocuSigned by:  
Joseph E. Powers  
\_\_\_\_\_  
Town Administrator

### III. GOLF COURSE ARCHITECTURE SCOPE OF WORK

ATTACHMENT A

#### A. PHASE I: PLANNING

##### 1. PREDESIGN MEETINGS AND FIELD INVESTIGATIONS

RMGA shall visit the site for first hand familiarization, confirm the scope of the project and assist in program development through attending and conducting project meetings and interviews; making field inspections; investigating area standards and planning criteria; reviewing reports, surveys, and other data; and work with other design team members.

Site evaluation will be necessary to determine site constraints, environmental constraints, non-tidal wetlands, and other sensitive areas regulated by State and Federal authorities that may impact the golf course. This establishes the golf course development envelope. Additional design constraints related to engineering, construction, tertiary and other waters, and site access will also be evaluated.

##### 2. SOIL ANALYSIS AND WATER TABLE LEVEL VERIFICATION.

Suitable soil profiles may be required from the Town's geotechnical consultant to confirm depth and quality of topsoil, and composition of subsoil to a depth of 10 feet. Soil data is necessary to confirm suitability of available topsoil, grassing, and conditioning requirements. Additionally, subsoil need to be confirmed to be suitable for earthwork.

##### 3. CONTOUR TOPOGRAPHY OF THE PROPOSED SITE.

Contour topography shall be provided by the Town in a digital format specified by RMGA with 6 inch accuracy. Essentially flat sites should be contoured at 1' intervals. Hilly sites may be contoured at 2' intervals. Data shall include all ponded water and other waterways, vegetation including brush and drip line of all existing trees, rock outcrops, fences, trails, spot elevations in heavily wooded areas, roads, and structures. Grades and lines of streets shall also be designated, along with pavements and adjoining properties. A description of rights of way, restrictions, easements, boundaries, and contours of all building sites is further required. Accurate topography and property description is necessary for accurate construction drawings, including earthwork volume computations. RMGA will compile the digital data into a topographic base sheet. Data will be compiled digitally and reproduced in hard copy. Refer to Exhibit "A" for detailed topographical map guidelines.

##### 4. PRELIMINARY MASTER PLAN DEVELOPMENT DOCUMENT PREPARATION.

RMGA shall provide services necessary to prepare preliminary drawings to illustrate multiple options and/or recommendations (for consideration by the Town. RMGA shall provide all necessary preliminary design proposals



and alternatives, and identify problems that need to be reviewed and addressed by the Town. Each option shall include **itemized cost estimates** for both construction/implementation and on-going maintenance.

Upon review of all alternatives and direction provided from the Town, RMGA shall prepare a preliminary master plan showing all designed features including, but not limited to: tee and green locations and shapes, bunkers, scorecard, water features and other hazard locations and shapes. Also included will be an updated **itemized construction estimate**.

The proposed master plan shall be reviewed with the Town to receive authorization to proceed with the design development/construction documents phases. This proposal assumes that minor adjustments may be required as a result of each review meeting. Upon approval by Town, RMGA shall prepare a final Illustrative Master Plan for the golf course showing all designed features including, but not limited to: tee and green locations and shapes, bunkers, scorecard, water features and other hazard locations and shapes.

Upon receipt of proper topographical and soils information, the complete preliminary phase usually takes 45 - 60 days. This does not include the length of time agencies require to review the project and render an approval. The timetable is on a project by project basis and may be modified to accommodate Town's specific needs.

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## **B. PHASE II: DESIGN DEVELOPMENT DOCUMENTS**

RMGA shall provide all necessary services to prepare Design Development Documents for the golf course. Design development document drawings shall all be an extension of the approved preliminary master plan. Phase II includes strategic development of the golf holes, golf course feature design, grading of the entire site and cut/fill balance quantities for the entire site. The following is a typical list of construction drawings provided within this phase:

### **1. ILLUSTRATIVE MASTER PLAN SHOWING COURSE LAYOUT INCLUDING:**

- a. Golf course access.
- b. Golf Holes.
  1. Tee, fairway and green locations, shapes, and sizes.
  2. Bunker locations, shapes, and sizes.
  3. Mounds, grass bunkers, and other feature shaping.
- c. Pond locations, shapes, and sizes.
- d. Scorecard.

### **2. EARTHWORK GRADING PLANS SHOWING:**

- a. Overall grading plan showing proposed contours for each hole and their relationship to each other and existing contours.
- b. Plan showing approximate cut & fill areas with earthwork quantities for each area as well as total earthwork figures for the entire site.
- c. All applicable notes and details.

**3. CONCEPTUAL DRAINAGE PLAN SHOWING:**

- a. Proposed drainage modifications at an appropriate scale including a network of related internal drainage pipes and surface drainage.
- b. Pipe locations and types
- c. Catch basin locations and types
- d. Open drainage swales and other appurtenances.
- e. All applicable drainage details and notes.

*\* NOTE: The above drainage plan does NOT include final pipe sizing and storm water management. Specific Storm Water Management (including final pipe sizing) must be done by a local civil engineer.*

**C. PHASE III: CONSTRUCTION DOCUMENTS**

RMGA shall provide all necessary services to prepare detailed construction documents for the golf course along with details and complete specifications. The detailed drawings shall all be an extension of the approved preliminary master plan development and design development document phases. The following is a typical list of construction drawings provided by RMGA:

**1. FINAL EARTHWORK GRADING PLANS SHOWING:**

- a. Overall grading plan showing proposed contours for each hole and their relationship to each other and existing contours.
- b. Plan showing approximate cut & fill areas with earthwork quantities for each area. This drawing will include total earthwork figures for the site.
- c. All applicable notes and details.

**2. INDIVIDUAL GOLF HOLE GRADING PLANS SHOWING:**

- a. Tee, green, and bunker locations, shapes, sizes, and elevations.
- b. Proposed contours for each hole.
- c. Fairway lines.
- d. Other feature shaping including mounding, grass bunkers, etc.
- e. Limits of work.
- f. Golf course boundaries.
- g. Other appurtenances including retaining walls, bridges, cart paths, waste bunkers, etc.
- h. All applicable details and notes.

**3. GREEN GRADING PLANS SHOWING:**

- a. Green outline and surrounding features (including sand bunkers, grass hollows, etc.) with appropriate shapes and sizes.
- b. Proposed one foot contours for entire green complex.
- c. Green Staking Plan showing green outline and distances from centerpoint of green every 20 degrees.
- d. Applicable section lines.

**4. STAKING PLAN SHOWING:**

- a. Tee center stakes.
- b. Landing area center stakes.
- c. Green center stakes.
- d. Other golf course feature center stakes.



- e. Centerlines.
- f. Golf course corridors (or envelope).
- g. Applicable distances to golf features from centerlines.
- h. Typical staking details and applicable notes.

**5. CLEARING PLAN SHOWING:**

- a. Limits of work.
- b. Specimen trees to be saved.
- c. First phase clearing limits showing distance in feet from centerline at fifty foot intervals from tee to green.
- d. Selective clearing limits (Beyond first phase limits).
- e. Golf course boundary.
- f. Typical clearing detail and applicable notes.

**6. ILLUSTRATIVE MASTER PLAN SHOWING COURSE LAYOUT INCLUDING:**

- a. Golf course entrance.
- b. Golf Holes.
  - 1. Tee, fairway and green locations, shapes, and sizes.
  - 2. Bunker locations, shapes, and sizes.
  - 3. Mounds, grass bunkers, and other feature shaping.
- c. Pond locations, shapes, and sizes.
- d. Road and development layout.
- e. Maintenance area.
- f. Scorecard.

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**7. GRASSING PLAN SHOWING:**

- a. Specified areas to be grassed with specific grasses.
- b. Grassing details with all applicable notes.

**8. TECHNICAL SPECIFICATIONS, BID & CONSTRUCTION DOCUMENTS INCLUDING:**

- a. Invitation for Bids, Instructions to Bidders, Bid Form, Non-Collusion Form, Bid Bond Form, Bidder's Qualifications Statement, Performance and Payment Bond Form, etc.
- b. General Conditions.
- c. Special Conditions.
- d. Technical Specifications.

NOTE: RMGA's experience has shown that projects of this scale typically require the following drawings for specific permit approvals. These drawings shall be completed by a sub-consultant and are **NOT** part of this proposal.

**9. EROSION AND SEDIMENTATION CONTROL PLAN**

**10. STORM WATER MANAGEMENT PLAN**

NOTE: Specific drawings may or may not be applicable to this project. Additional drawings may be added to this list.

#### **D. PHASE IV: BID ADMINISTRATION**

- a. RMGA shall make available to prospective bidders (at a cost to each bidder) a complete set of bid package construction documents. RMGA shall also provide those services relating to the answering of questions and support the preparation of addendum, clarifications, and notices of any change in the bidding procedures. Bid requests shall also be reviewed and recommendations on award of the contract shall be offered.

#### **E. PHASE V: CONSTRUCTION ADMINISTRATION**

##### **1. CONSTRUCTION ADMINISTRATION.**

- a. Throughout the construction phase RMGA shall provide bi-weekly site visits to inspect the Contractor's work, monitor the progress and quality of the work, and make determinations if the work proceeds in accordance with the construction documents. Each visit may range in the number of days based upon the stage of the construction process.

##### **2. VALUE ENGINEERING.**

- a. Value engineering is a standard component of all design procedures undertaken by RMGA. Due to our strong background in construction and development, RMGA realizes the necessity to make constant evaluations and adjustments. RMGA will provide additional design revisions with applicable drawings, as well as updated analysis and design recommendations throughout the life of the project.



#### **IV. FEE STRUCTURE FOR GOLF ARCHITECTURE SERVICES**

##### **A. PHASE I: PLANNING**

1. \$5,000.00 initial fee upon execution of this agreement by the parties hereto (Retainer Fee).
2. \$5,000.00 to be paid on or before thirty (30) days from the date when Phase I is complete and submitted to client.

TOTAL FEE FOR PHASE I - \$10,000.00

##### **B. PHASE II: DESIGN DEVELOPMENT DOCUMENTS**

1. \$10,000.00 for Phase II to be paid within thirty (30) days after completion of Phase II: Design Development Documents.

TOTAL FEE FOR PHASE II - \$10,000.00

##### **C. PHASE III: CONSTRUCTION DOCUMENTS**

1. \$10,000.00 for Phase III to be paid within thirty (30) days after initial completion and submission of Phase II: Construction Documents.



2. \$10,000.00 for Phase III to be paid within thirty (30) days after final revisions are completed for Phase II: Construction Documents.

TOTAL FEE FOR PHASE III - \$20,000.00

**D. PHASE IV: BID ADMINISTRATION**

1. \$7,500.00 due on or before thirty (30) days from the date when Bid Administration is complete.

TOTAL FEE FOR PHASE IV - \$7,500.00

**E. PHASE V: CONSTRUCTION ADMINISTRATION**

2. \$4,000.00 due on or before thirty (30) days from the date when golf course shaping is 33% complete.
3. \$4,000.00 due on or before thirty (30) days from the date when golf course shaping is 67% complete.
4. \$4,000.00 due on or before thirty (30) days from the date the golf course shaping is 100% complete.

TOTAL FEE FOR PHASE V - \$12,000.00



PHASE I TOTAL:	\$10,000.00
PHASE II TOTAL:	\$10,000.00
PHASE III TOTAL:	\$20,000.00
PHASE IV TOTAL:	\$ 7,500.00
<u>PHASE V TOTAL:</u>	<u>\$12,000.00</u>
TOTAL FEES	\$59,500.00

NOTE: The Town of Harwich is responsible to pay for each phase only when each phase is completed, regardless of timing of project.

**V. OTHER FEE CONSIDERATIONS**

**A. Actual Reimbursable Expenses:** Actual Reimbursable Expenses are all actual expenses incurred by RMGA for this project, including, but not limited to: blueprinting, copies and other production costs, postage and overnight delivery charges, travel expenses, and accommodations. Travel may be by air (business class travel). Actual reimbursable expenses are IN ADDITION to the above fees.

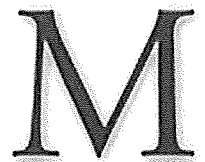
**B. RMGA Standard Plotting Fees.** In-house plotting provides significant savings for our clients:

- |  |             |
|--|-------------|
| 1. Black & white plot on 24-lb Inkjet Bond Paper         | \$ 0.30 /sf |
| 2. Black & white plot on 46-lb Premium Coated Bond Paper | \$ 0.60 /sf |
| 3. Color plot on 24-lb Inkjet Bond Paper                 | \$ 2.00 /sf |
| 4. Color plot on 46-lb Premium Coated Bond Paper         | \$ 4.00 /sf |

- C. Standard billing rates for any additional services NOT included in this proposal will be billed at a rate of \$125.00 per hour.
- D. Permit or approval requirements for the golf course project from all regulatory and non-regulatory agencies shall be addressed and implemented by RMGA. Applicable permit fees are not included as part of this agreement and are to be paid by the Town.
- E. If outside agencies are employed for evaluation data such as soils studies, hydrological information, irrigation considerations, or wetlands delineation and other information, RMGA will seek authorization in writing from the Town to contract for these services, at the Town's expense.

## VI. ADDITIONAL CONDITIONS

- A. The costs indicated herein are quoted for a period of six months from the date of the proposal, after which they are subject to renegotiation.
- B. Bills are due and payable within thirty (30) days of receipt. RMGA will charge a 1 ½% per month finance charge on unpaid balances past due fifteen days, which is an annual percentage of 18%, until the stated balance is paid in full.
- C. The Town of Harwich is responsible for payment in full. Arrangements to share costs with others and subsequent collection of the same are the full responsibility of the Town of Harwich.
- D. All accounts over 30 days past due shall be subject to collection procedures and Town shall be responsible for all costs of collection, including post-judgment procedures, including all court costs and attorney's fees.
- E. This Agreement shall be governed by and constructed in accordance with the laws of the State of Massachusetts. RMGA shall prepare all work in accordance with Federal, State and Local requirements in effect at the time.
- F. RMGA shall comply in every respect with all applicable federal, state and local laws, ordinances, regulations and building and construction codes. If any of the construction drawings are at variance with such laws, ordinances, regulations and building and construction codes, RMGA shall notify the Town promptly upon discovery of such variance and revise accordingly.
- G. RESPONSIBILITIES OF TOWN
  1. Town agrees to furnish to RMGA for the architectural design purpose, at Town's expense, a complete and accurate topographical survey of the Property in a digital format with six inch accuracy. Essentially flat sites should be contoured at .5M intervals.
  2. In addition, Town shall be responsible to furnish to RMGA, at Town's expense, complete information as to soil borings or test pits, chemical, mechanical or other tests, and availability of sewer, water, gas and electrical



services. Further, if requested by RMGA, Town agrees to furnish an aerial photograph of the entire site selected for the golf course, at a scale corresponding to the aforementioned topographic materials.

H. CART PATHS: Any decisions about cart paths on the golf course upon completion of construction must be approved by RMGA.

I. PROMOTIONAL UNDERTAKING

1. RMGA agrees to cooperate with Town, so far as RMGA deems reasonable and appropriate, at a time convenient to both parties hereto, in any initial promotional undertaking by Town in announcing or publicizing the golf course project. This may include providing tours to prospective golfers, members, and homeowners, etc. during construction.
2. Further, RMGA's name may be used by Town in all publicity purposes regarding the golf course project provided that all references and representations made by Town with regard to the design of the golf course shall be accurate. All press release information regarding the design of the golf course shall be confirmed by RMGA prior to release. Town agrees to take all reasonable and necessary steps to avoid, or rectify, any errors with respect to such identification.
3. Town agrees to allow placement of a sign during construction announcing that Richard Mandell Golf Architecture designed said golf course. The sign shall also display the Richard Mandell Golf Architecture name, addresses, phone information, and logo on site at a location mutually agreed upon. Costs for the sign are solely RMGA's responsibility.
4. RMGA requests that all the golf course score cards and bag tags shall include an acknowledgment that Richard Mandell Golf Architecture designed said course. It shall be agreed by Town that RMGA may, for any lawful purpose, get use of views, or photographs thereof, of the golf Course, or any portion thereof. Also, RMGA principals and guests shall be granted complimentary playing privileges at said golf course within reasonable requests.

M

In witness whereof, the parties hereto have caused this Agreement to be executed, under seal, by its duly authorized officers as of this day and year first above written.

By: \_\_\_\_\_

Authorized Representative  
Town of Harwich, Massachusetts

By: \_\_\_\_\_

Mr. Richard Mandell, President  
RMGA Inc., d/b/a  
Richard Mandell Golf Architecture  
Associate ASGCA, ISACA