

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
Executive Session 5:30 P.M.
Regular Meeting 6:30 P.M.
Monday, April 11, 2016*

I. CALL TO ORDER

- II. EXECUTIVE SESSION** – 1. Pursuant to M.G.L. c. 30A, § 21(a)(3), to discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the Board and the Chair declares so – IAMAW Water Employee's Union; 2. Pursuant to M.G.L. Ch. 30A, §21(a)(3), to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the Chair so declares – First Congregational Church

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENT/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Approve Minutes – March 21, 2016 Regular Session
- B. Approve expenditure of \$4,716.63 from Cable Fund for studio equipment at Monomoy Regional High School
- C. Approve expenditure of \$25,905.00 from Cable Fund for upgrading equipment and providing for live broadcast
- D. Approve the 2016 Summer Concert Series to be held at Brooks Park
- E. Approve application for \$1,000,000 Mass Seaport Economic Council Grant for Saquatucket Harbor and authorize Town Administrator to be signatory on all grant documents

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

- A. Presentation – Services for Sale of Tax Title Properties – *Amy Bullock & Bill Cowin of Tallage LLC (informational only)*
- B. Presentation – Landfill Solar Revenue Sharing – *Charleen Greenhalgh*

VIII. OLD BUSINESS

- A. Review of Town Meeting Articles – *discussion and possible vote*
 - ATM Article #4 – Town Operating Budget
 - ATM Article #32 – West Harwich School House Preservation and Rehabilitation
 - ATM Article #34 – South Harwich Meeting House Restoration and Preservation
 - ATM Article #41 – Accept MGL Ch. 111, Sec. 26 – Board of Health Provisions
 - ATM Article #47 – Amend the Code of the Town of Harwich, Ch. 325 Zoning – Various Zoning By-Law Amendments
 - ATM Article #55 – Amend the Charter – Establish a Charter Enforcement Commission
 - ATM Article #56 – Demolition of Residential Buildings By-Law

IX. NEW BUSINESS

- A. Consideration of Habitat and HECH requests for funding from the Affordable Housing Fund – *discussion and possible vote*

X. TOWN ADMINISTRATOR'S REPORT

- A. FY17 Chapter 90 apportionment for Harwich

XI. SELECTMEN'S REPORT

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Date: April 7, 2016

Ann Steidel, Admin. Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, MARCH 21, 2016
6:30 P.M.**

SELECTMEN PRESENT: Brown, Cebula, Hughes, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Chief Guillemette, Jeremy Gingras, Sandy Hall, Dana DeCosta, and others.

MEETING CALLED TO ORDER at 6:30 p.m. by Chairman Hughes.

PUBLIC COMMENT/ANNOUNCEMENTS

Chief Guillemette introduced Special Reserve Police Officer candidate Ryan Fazzino.

CONSENT AGENDA

- A. Minutes – March 14, 2016 Executive Session
- B. Approve request by the Garden Club to close Pine Street between Lower County and Rt. 28 from 6:30 am – 2:30 pm for their annual plant sale at Doane Park on May 28th.
- C. Approve the Contract Agreement between the Town and the Cape Cod Chronicle for Legal Advertising.
- D. Approve appointment of Special/Reserve Police Officer per the recommendation of the Police Chief.
- E. Approve Caleb Chase Fund request in the amount of \$700.00 per the request of the Council on Aging Outreach Coordinator

Chairman Hughes noted that they would be holding Item C for separate discussion. Ms. Brown moved approval of the Consent Agenda. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote. With regard to Item C, Mr. MacAskill noted that there is very limited information in the packet and asked the Administrator for an explanation of the bid process and why was it a three year bid. Mr. Clark explained the process noting that it was sent out to the three newspapers that cover Harwich and the only response was from The Chronicle. He noted that we generally do three years on this contract. Mr. MacAskill said without a competitive bid it would be more appropriate to have a one year contract. Mr. Clark stated that if we don't lock in and then the prices go up then we get caught. Ms. Brown inquired what we paid last year and if we only have to advertise in one newspaper. Mr. Clark said we only have to advertise in one paper of general circulation. He did not have the price paid last year available. Mr. MacAskill suggested they hold this item until they find out what was paid last year and if there is a break for signing a three year contract.

NEW BUSINESS

- A. Review of Annual Town Meeting Warrant Articles – *discussion & possible vote to support*

1. Petition Articles:

- #51 Ginger Plum Lane Reconstruction – John McQuade
- #52 Chase/Harwich Port Libraries – Carol Nickerson
- #53 Promote the Town of Harwich – Jeremy Gingras
- #54 Cultural Council Annual Allocation -
- #55 Establish a Charter Enforcement Commission – Sandy Hall
- #56 Demolition of Residential Buildings Bylaw – Duncan Berry

The noted individuals spoke in support of their proposed petition articles. No one was present to speak on Article #54.

2. #45 Door to Door Sales Bylaw – Town Counsel Feedback

Chief Guillemette reported that this is the revised article which was reviewed by Town Counsel. He noted that some language was added and some was tightened up to align with what the Attorney General was looking for. He noted that there was a change in the ending hour from 7:00 p.m. to 9:00 p.m. and there is case law to support that. He also introduced a graduated fine schedule rather than a flat fine and added that exemptions include not-for-profit and religious organizations. Ms. Cebula recommended advertising the fact that these solicitors need to be permitted and also to explain the by-law on Channel 18.

3. #62 Prior Year's Unpaid Bills - Per MGL Ch. 41, Section 100b – retired firefighter medical expense indemnification

Mr. Clark outlined the article. No action was taken.

B. Review of Special Town Meeting Articles and Draft Ballot – *discussion & possible vote*

Mr. Clark outlined the articles on the Special Town Meeting Warrant. The Board agreed to put the Inter-Municipal Agreement with Chatham on the next agenda.

C. Administrator/Selectmen Communication Memo – *discussion*

Mr. Clark reviewed his letter dated March 11, 2016 regarding Administrator/Board of Selectmen Communication. The consensus of the Board was that they liked the idea of the Action Item Register as recommended by Chairman Hughes. It was further agreed to wait until after Town Meeting to institute the use of the register. Ms. Greenhalgh agreed to maintain it.

Mr. MacAskill reported that he had requested 5 documents from support staff and it was recommended by Ms. Greenhalgh via email that it go on the register. He questioned if he is not supposed to make such requests of staff or should he be going to Mr. Clark or Ms. Greenhalgh. Chairman Hughes clarified that the register is for things the Board wants to get done. He also questioned the intent of the request and if there is a justification for it and Mr. MacAskill responded that it is a public document. Chairman Hughes stated that he shouldn't expect staff to drop everything and Mr. MacAskill agreed. Chairman Hughes further stated that he should ask staff when they can get it done as their work has to go in some order.

Mr. MacAskill reiterated his question and directed it at Mr. Clark, is it appropriate to ask staff for something not pertaining to day to day procedures or does it have to be put on the action list. Mr. Clark responded that a simple request for information is not a problem if it pertains to the Selectmen's meeting and suggested that he and Ms. Greenhalgh be copied on the request. He further noted that there were 2 requests for a detailed comprehensive report on the CVEC process which will take a couple of days and these types of request eat up staff time. He requested a sense from the Board on how they want to prioritize. He commented that 5 pieces of paper is not that big of a deal. Chairman Hughes stated that if staff thinks something is going to take an inordinate amount of time they should come to Mr. Clark. Mr. MacAskill clarified that the CVEC request was not from him but rather it was from the entire Board. He added that the Chair said he should send in his questions and that he has no interest in getting involved in the day to day operations. He again asked for clarification on what he is not supposed to ask for.

Mr. Clark stated that during the discussion about his performance there were issues that he is not responsive enough so he is looking at better ways to operate to be more responsive and that is what this memo is. He said that if a Board member has an issue that is imminent they can call him. He again stressed the need to prioritize work but noted that he is not talking about things we can knock off in 2 or 3 minutes. Chairman Hughes stated that without some priorities staff is going to get confused. Ms. Cebula suggested asking for files and reading through them when looking for information as she finds this helpful. Mr. MacAskill stated that references that Mr. Clark made in The Chronicle are not substantiated. Mr. MacAskill again asked if asking staff for documents is considered day to day interference. Mr. Clark said that if it is a straightforward request there is no problem getting him the information. Chairman Hughes said it is fine for individuals to make those kinds of requests and it's good to tell the staff to push back and say they don't have it or it's going to take a lot of work and if it becomes something that takes too long it should be brought to the Board. Ms. Greenhalgh stated to Mr. MacAskill that the reason he got an email from her is that Ms. Robinson sent it to her saying what do you want me to do with this. Mr. MacAskill stated that if the Town Administrator has a problem with any one of them, he should bring to this table and say it rather than have it be in the newspaper without any actual allegation. The Board agreed to use the Action Item Register document for tracking purposes and start after Town Meeting and again Ms. Greenhalgh agreed to keep up the list. Chairman Hughes said it should be in the packet every week. Mr. Clark and Mr. MacAskill agreed to meet to discuss the CVEC agreement and solar field revenues and bring back to Board.

D. Route 6 Exit Sign Replacement – *discussion & possible vote*

Chairman Hughes noted that this item is about renumbering the exits on Route 6. Mr. Clark reported that there has not been a public hearing on this yet and that Mr. LaMantia sent an email indicating that he didn't have much issue with the exit signs but was very opposed to big signs over the roadway as they would take away from the historic character of the Cape. Chairman Hughes suggested that the Board draft a letter to MassDOT expressing discontent with this concept. It was agreed to bring back a draft letter next week. The Board took comments from Mr. Gingras, Ms. Hall and Mr. DeCosta.

TOWN ADMINISTRATOR'S REPORT

A. Housing Production Plan Update

Mr. Clark stated that Brook Williams brought to our attention that the Housing Plan is out of date. He explained that there was an effort done quite a few years ago to have that plan updated and that Mr. Spitz went to the CPC meeting and got an appropriation out of their administrative fund of \$5,000 to put that together. He recommended a similar approach to the former effort and said Ms. Greenhalgh would lead the initiative to get it up to date. Ms. Greenhalgh stated that the vendor, Karen Soderberg, isn't available until July 1. Mr. MacAskill requested a copy of the last Housing Production Plan.

Mr. Clark reported that Mr. Spitz has submitted a letter stating his intentions to retire.

SELECTMEN'S REPORT

A. April 7, 2016 Wastewater Summit

Chairman Hughes announced that there will be a Wastewater Summit at the Community Center on April 7, 2016.

ADJOURNMENT

Chairman Hughes adjourned the meeting at 8:43 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

Ann Steidel

From: Kathleen Isernio <kisernio@monomoy.edu>
Sent: Monday, April 04, 2016 9:56 AM
To: Christopher Clark; Sandy Robinson; Ann Steidel; Charleen Greenhalgh
Cc: peter hughes; Andrew Gould; Jamie Goodwin
Subject: RE: Comcast Funds for Educational Purposes

Chris,
The amount of Harwich's contribution, at this time as I still have not finalized the quote from Apple, will be as follows.
The total invoice is \$15,333.38 we have \$5,894.13 to apply toward this invoice = \$9,439.25/2 (split between Harwich and Chatham) = \$4,716.63

Thank you,
Katie Isernio

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

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From: Christopher Clark [mailto:cclark@town.harwich.ma.us]
Sent: Monday, April 04, 2016 9:06 AM
To: Sandy Robinson; Ann Steidel; Charleen Greenhalgh
Cc: peter hughes; Kathleen Isernio; Andrew Gould; Jamie Goodwin
Subject: FW: Comcast Funds for Educational Purposes

To All,

We need to put this on a BOS agenda. Check with Andy for funds available for Cable capital for Education.

Chris

From: Kathleen Isernio [mailto:kisernio@monomoy.edu]
Sent: Thursday, March 17, 2016 11:56 AM
To: Jill Goldsmith <jgoldsmith@chatham-ma.gov>; Alix Heilala <aheilala@chatham-ma.gov>; Christopher Clark <cclark@town.harwich.ma.us>; Andrew Gould <agould@town.harwich.ma.us>

Ann Steidel

From: Andrew Gould
Sent: Monday, April 04, 2016 9:17 AM
To: Christopher Clark; Sandy Robinson; Ann Steidel; Charleen Greenhalgh
Cc: peter hughes; Kathleen Isernio; Jamie Goodwin
Subject: RE: Comcast Funds for Educational Purposes

There is currently \$ 678K in the fund. I thought Chris mentioned that a third of the fund is to be used for education purposes.

Andy

From: Christopher Clark
Sent: Monday, April 04, 2016 9:06 AM
To: Sandy Robinson <srobinson@town.harwich.ma.us>; Ann Steidel <asteidel@town.harwich.ma.us>; Charleen Greenhalgh <cgreenhalgh@town.harwich.ma.us>
Cc: peter hughes <phughes41@comcast.net>; Kathleen Isernio <kisernio@monomoy.edu>; Andrew Gould <agould@town.harwich.ma.us>; Jamie Goodwin <jgoodwin@town.harwich.ma.us>
Subject: FW: Comcast Funds for Educational Purposes

To All,

We need to put this on a BOS agenda. Check with Andy for funds available for Cable capital for Education.

Chris

From: Kathleen Isernio [mailto:kisernio@monomoy.edu]
Sent: Thursday, March 17, 2016 11:56 AM
To: Jill Goldsmith <jgoldsmith@chatham-ma.gov>; Alix Heilala <aheilala@chatham-ma.gov>; Christopher Clark <cclark@town.harwich.ma.us>; Andrew Gould <agould@town.harwich.ma.us>
Cc: Scott Carpenter <scarpenter@monomoy.edu>
Subject: RE: Comcast Funds for Educational Purposes

Good Day,

Attached is a quote for the majority of "non-Apple" items needed for the TV Studio at the high school. The Haivision IP video equipment was not available at this time for a quote, this should be coming along soon. All of the Apple items have to be quoted from Apple under the Mass State Contract Education Bid with Apple directly. I have requested that our technology department follows up on that.

B&H is a vendor on the MHEC bid list (Mass Higher Education Collaborative) which we are a member. The total amount quoted, excluding the items I just referenced, is \$15,333.38.

Please advise me as to how to proceed with our request that the Comcast money Chatham and Harwich receives for educational purposes supports this purchase along with the Apple items and the adding video streaming item that we are still awaiting quotes on.

Thank you in advance,
Katie Isernio

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

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From: Kathleen Isernio
Sent: Wednesday, March 02, 2016 12:29 PM
To: 'Jill Goldsmith'; 'Alix Heilala'; 'Christopher Clark'; 'Andrew Gould (agould@town.harwich.ma.us)'
Cc: Scott Carpenter
Subject: Comcast Funds for Educational Purposes

Hello,

As you know Comcast provides monies to your town to be used for educational purposes. This past year each town provided \$50,000 each to support the TV Studio at the newly constructed Monomoy Regional High School. It will be from this studio that we will be broadcasting meetings as well as other school events.

Attached you will find a list of items that have been identified by our Video Advisor/Instructor as needs to enhance the TV Studio and to aid in the delivery of live programming and live feeds.

We are respectfully requesting that Comcast funds, identified for educational purposes and held by the Town of Chatham and Harwich , be used to purchase the items on the attached list.

Please let me now if you have any questions or require additional information.

Thank you,
Katie Isernio

Kathleen Isernio
Business Manager
Monomoy Regional School District
Business Office
425 Crowell Road
Chatham, MA 02633
Tele: (508) 945-5148
Fax: (508) 945-5133
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From: Kathleen Isernio
Sent: Friday, February 19, 2016 9:18 AM
To: 'Jill Goldsmith'; Alix Heilala; Christopher Clark; Andrew Gould (agould@town.harwich.ma.us); Donald Mercure; Scott Carpenter; Charleen Greenhalgh (cgreenhalgh@town.harwich.ma.us)
Subject: RE: Finance Team Meeting

Andy's email is blocking mine?!

Thank you,
Katie Isernio

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

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From: Jill Goldsmith [<mailto:jgoldsmith@chatham-ma.gov>]
Sent: Friday, February 19, 2016 9:15 AM
To: Kathleen Isernio; Alix Heilala; Christopher Clark; Andrew Gould (agould@town.harwich.ma.us); Donald Mercure; Scott Carpenter; Charleen Greenhalgh (cgreenhalgh@town.harwich.ma.us)
Subject: RE: Finance Team Meeting

I am unable to attend as well. Also, Chris' email is blocking my emails to him... Jill

Jill R. Goldsmith, Chatham Town Manager
549 Main Street, Chatham MA 02633
508.945.5105 ph | 508.945.3550 fx | 774.212.6066 cell | www.chatham-ma.gov

Kindly remember that the Secretary of State has deemed most email a public record.

From: Kathleen Isernio [<mailto:kisernio@monomoy.edu>]
Sent: Friday, February 19, 2016 8:54 AM

To: Jill Goldsmith; Alix Heilala; Christopher Clark; Andrew Gould (agould@town.harwich.ma.us); Donald Mercure; Scott Carpenter

Subject: Finance Team Meeting

Good Morning,

We scheduled a Finance Team meeting for Wednesday February 24th at 10am in Harwich, I will not be able to make it after all. Sorry.

Thank you,

Katie Isernio

Kathleen Isernio
Business Manager
Monomoy Regional School District
Business Office
425 Crowell Road
Chatham, MA 02633
Tele: (508) 945-5148
Fax: (508) 945-5133
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212-239-7503

Fax: **800-858-5517**
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Federal Government: gsa@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

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Prices Are Valid Until:

03/28/16

Bid No.: 594655810

Reference No.: MC14B11

Sold To:

Monomoy Regional School Distri
425 Crowell Road
Attn: Business Office
CHATHAM, MA 02633

Ship To:

Monomoy Regional School Distri
425 Crowell Road
Attn: Business Office
CHATHAM, MA 02633

Bill Phone: (508)430-7204

Fax Phone: (508)430-7205

(508)430-7204

Date	Customer Code	Terms	Salesperson	Ship Via
03/08/16	15455052	N/A	2VS	STANDARD
Qty Ord	Item Description	SKU# MER#	Item Price	Amount
1	LIVESTREAM HD550 ULTRA-PORTBL ALL-IN-ONE SWITCHER/REG	LILSHD550 (LSHD550)	6,539.18	6,539.18
3	MAGICUE STUDIO 17" PROMPTER PACKAGE/REG	MAQSTUDIO17 (MAQSTUDIO17)	1,099.00	3,297.00
5	CANON VIXIA HF R700 A CAMCORDER KIT - BLACK/REG	CAHFR700B (1238C001)	269.00	1,345.00
1	MAGNUS VT-4000 TRIPOD w/2 WAY FLUID VID HEAD/REG	MAVT4000 (VT4000)	112.46	112.46
15	NIKON COOLPIX S3700 DIGITAL CAMERA - SILVER/REG	NICPS3700S (26478)	109.30	1,639.50
	Price After \$20.00 Instant Rebate Exp. 04/02/16			
1	NIKON D7100 SLR CAMERA w/18-140MM DX VR LENS/REG	NID710018140 (13302)	1,096.95	1,096.95
	Price After \$600.00 Instant Rebate Exp. 04/02/16			
	<i>This price may change at the time of order per vendor restriction</i>			
1	WATSON EN-EL15 BATTERY PACK f/NIKON/REG	WAENEL15 (B3410)	34.95	34.95

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Bid No.: 594655810

Date	Customer Code	Terms	Salesperson	Ship Via
03/08/16	15455052	N/A	Slsm	STANDARD

Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
		Free item when purchased with NID710018140			-34.95
1		SANDISK EXTREME 32GB SDHC U3 UHS-1 R90/W40MB/s/REG	SAESD32GBC (SDXNE32GNCIN)	16.49	16.49
		Free item when purchased with NID710018140			-16.49
1		NIKON D-7100 DIG SLR DUAL LENS WI-FI CAMERA/REG	NID7100LK (13489)	1,146.95	1,146.95
		Price After \$550.00 Instant Rebate Exp. 04/02/16			
		<i>This price may change at the time of order per vendor restriction</i>			
1		WESTERN-DIGITAL 2TB ELEMENTS PORTABLE HD/REG	WEWDBU6Y0020 (WDBU6Y0020BB)	82.99	82.99
		Free item when purchased with NID7100LK			-82.99
6		PEARSTONE ONYX 1020 SHOULDER CASE (BLACK)/REG	PEOSC1020B (OSC1020B)	11.62	69.72
1		RUGGARD LEGION 45 MESSENGER BAG/STUD	RUPMB145B (PMB145B)	41.62	41.62
		<i>This Item Has a Student Special Price.</i>			
1		ELVID 9x11 ACRYLIC DRY ERAS CLR CLPR/SFT CAS/REG	ELPS911CSCK (PS911CK)	45.00	45.00
		CONSISTS OF:			
		1 ELVID 9x11 ACRYLIC DRY ERASE COLOR CLAPPER/REG	ELPS911C (PS911C)		

Continued on Next Page ...



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Federal Government: gsa@bhphoto.com
State and Local: biddept@bhphoto.com

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Bid No.: 594655810

Date	Customer Code	Terms	Salesperson	Ship Via	
03/08/16	15455052	N/A	Sism	STANDARD	
Qty Ord	Item Description	SKU#	MFR#	Item Price	Amount
1	ELVID 10.5x12"SOFT CASE f/PRODUCTION SLATES/REG	ELPSC1210B	(PSC1210B)		
<p>PLEASE NOTE: -----</p> <p>*****UPCOMING SCHEDULE CHANGE *****</p> <p>We will be closing on Wednesday March 23rd at 5pm</p> <p>We will remain closed on Thursday March 24th</p> <p>We will re-open on Friday March 25th at 9:00am - 2:00pm</p> <p>**** Please reference your BID number on all PO's ****</p> <p>Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.</p>					
<p>Payment Type -</p> <p>NO PAYMENT TYPE SELECTED</p>				- Amount	<p>Sub-Total: 15,333.38</p> <p>Shipping: Free STND</p> <p>Total: 15,333.38</p>

Ann Steidel

From: Jamie Goodwin
Sent: Tuesday, April 05, 2016 12:24 PM
To: phughes41@comcast.net; Charleen Greenhalgh; Christopher Clark
Cc: Ann Steidel; Sandy Robinson; Andrew Gould
Subject: Channel 18 Cable Fund for BOS

April 5, 2016

Chairman Hughes,

I would like to request money from the Cable Fund in the amount of \$25,905.00 for the purchase of new equipment in the Donn B. Griffin Room at Town Hall.

As per chapter 30B, three quotes were obtained and the low quote was \$25,605.00 (not including shipping) Shipping is estimated to be no more than \$300.00

This new equipment is part of the upgrade process to bring LIVE town hall meetings to Channel 18.

Thank you for your consideration.

Jamie Goodwin
Harwich Channel 18
Station Manager
508-430-7569

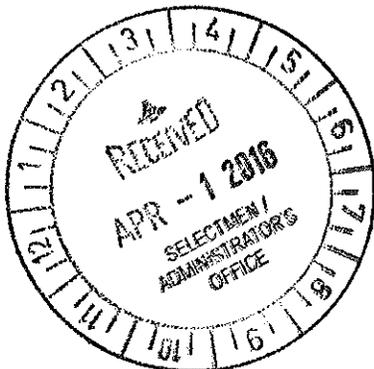
Memo

To: Town of Harwich Board of Selectmen
From: Town of Harwich Recreation Director, Eric Beebe
Re: 2016 TD Bank Summer Concert Series
Date: 3-31-16

I am writing to pass along the Recreation Department's approval of the request for the use of Brooks Park for the Annual TD Bank Summer Concert Series. The events will be held on July 11, 18, 25 and August 1.

Thank you for your attention to this matter.

Eric Beebe
Director-Harwich Rec. Dept



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Economic Development MMARS Department Code: EED
Legal Address: (W-9, W-4,T&C): 715 Main Street, PO BOX 207, Harwichport,MA 02646	Business Mailing Address: One Ashburton Place, Room 2101, Boston, MA 02108
Contract Manager: John Rendon	Billing Address (if different): same as
E-Mail: jrendon@town.harwich.ma.us	Contract Manager: Ellen Cebula
Phone: 774-212-6193 Fax:	E-Mail: ellen.cebula@state.ma.us
Contractor Vendor Code: VC6000191822	Phone: 508-999-3030 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001, (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): 2016SeaporHarwich RFR/Procurement or Other ID Number: Award Round 2015
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date Prior to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>1,000,000</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Seaport Economic Council grant funding for East Dock Replacement in accordance with all information contained in Attachment A and Exhibits A - D.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 20 <u>17</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>4-11-16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christopher Clark</u> Print Title: <u>Town Administrator</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Jay Ash or designee</u> Print Title: <u>Secretary of the Executive Office of Housing and Economic Development.</u>



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation

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to explain and justify the exemption and whether Contractor selection has been publicly posted.

payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

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Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c.30, § 39R; G.L. c.149, § 27C; G.L. c.149, § 44C; G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation

pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D; G.L. c. 151C; G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (for other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
<i>Christopher Clark</i>	<i>Town Administrator</i>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature *Peter S. Hughes* Date: *4-11-16*

Title: *Chairman Board of Selectmen* Telephone: *508-430-7513 x2*

Fax: *508-432-5039* Email: *pclark@town.harwich.ma.us*

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): *Christopher Clark*

Title: *Town Administrator*

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name: Christopher Clark

Title: Town Administrator

Date: 4-11-16

(Check One): Organization Individual
(Municipality)

Full Legal Organization or Individual Name: Town of Harwich

Doing Business As: Name (If Different):

Tax Identification Number: 046001175

Address: 732 Main St., Harwich, MA 02645

Telephone: 508-430-7513 x2 FAX: 508-432-5039

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

**ATTACHMENT A
ADDITIONAL TERMS AND CONDITIONS**

**ARTICLE I
Agreement**

THIS AGREEMENT, by and among the Massachusetts Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts (hereinafter referred to as "EOHED") and the Town of Harwich (hereinafter referred to as "Public Entity"), jointly referred to as "The Parties", is dated effective as of _____, 2016 and comprises the following:

1. The COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM,
2. The COMMONWEALTH TERMS AND CONDITIONS,
3. this Attachment A, "Additional Terms and Conditions",
4. Exhibit A, "Grant Application",
5. Exhibit B, "Request for Payment Cover Sheet",
6. Exhibit C, "Public Entity Quarterly Reporting Form",
7. Exhibit D, "Request for Amendment Form",
8. Exhibit E, "Project Closeout Certification Form", and
9. Attachment B, Project Site Plan

These documents are referred to collectively as the "Contract".

**ARTICLE II
Definitions**

The following capitalized terms used in the Contract shall have the respective meanings ascribed to them below:

"Contract" shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

"Coordinator" shall mean the Seaport Economic Council Program Coordinator.

"Grant Application" shall mean the application submitted by the Public Entity to the Seaport Economic Council Program, attached as Exhibit A to the Contract.

"Grant Funds" shall mean the funds disbursed by EOHED to the Public Entity pursuant to the terms and conditions of the Contract.

"Seaport Economic Council" shall mean the economic development grant program authorized by Executive Order 564, and further described in the Seaport Economic

Council Program Guidelines promulgated by the Secretary, as such Guidelines may be modified or updated from time to time.

“Monetary Penalties” shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“Project” shall have the meaning set forth in Article VII.A.

“Project Site”, also referred to herein as the **“Site”**, shall mean the land and appurtenant easements, if any, identified in Section VII.A hereof and shown on the plan attached as Attachment B.

“Secretary” shall mean the Secretariat of the Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts.

“Total Maximum Obligation” shall mean a sum of money not to exceed \$1,000,000 Dollars.

ARTICLE III

Purpose

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of the Seaport Economic Council Program for the Project. The Contract sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE IV

Grant Administration

A. **EOHED Project Management.**

The Coordinator shall oversee the Seaport Economic Council Program on behalf of the Secretary.

B. **Payment of Grant Funds.**

EOHED shall disburse funds to the Public Entity in an aggregate amount not to exceed the Total Maximum Obligation within forty-five (45) days after receipt of invoices therefor, accompanied by the cover sheet form provided at Exhibit B, from the Public Entity, subject to the following terms and conditions.

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis by the 15th of the following month. Reimbursement shall be only for work completed and/or items purchased. The Coordinator may

withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Coordinator will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Coordinator, the Public Entity may deviate from or suspend the Reimbursement Schedule.

2. In instances where payment is requested prior to funds being disbursed by the grantee, documentation of payment by the grantee to its contractors must be submitted to the appropriate EOHED grant manager within 60 days of receipt of funds from EOHED. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, and vendor paid to and date the check/EFT was processed.
3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.
4. In order to be reimbursed for expenditures, the Public Entity is required to obligate funds by June 30 of the fiscal year (July 1 through June 30) in which the expenditure has been made, and to submit invoices by the immediately following August 5th. **Late invoices from the Public Entity will not be accepted for payment by EOHED.** A request to carryover funds from one fiscal year to the next shall not alter the June 30 and August 5 obligation and invoicing deadlines set forth in this paragraph for expenditures made in any given fiscal year.

C. Use of Grant Funds.

1. Approved Project Expenses. Under the scope and purpose of the Contract, EOHED authorizes the Public Entity to distribute Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. EOHED shall provide Grant Funds up to the Total Maximum Obligation to the Public Entity to pay for costs incurred to complete the Project as follows:

East Dock Replacement

Specific conditions on funding and drawdown schedule are set forth in Article VII hereof.

D. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant

Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.

2. No Obligation to Increase Budget. EOHED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.

3. No Arbitrage. For funds that are received on a cost reimbursement, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.

4. Obligation/Drawdown Deadlines. The Grant shall be obligated and expended as set forth in Article VII.

5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article VII. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.

6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.

ARTICLE V

Obligations of the Public Entity

A. Obligations of the Public Entity

In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.

2. Submit invoices pursuant to Article IV.B
3. Provide quarterly reports to the Coordinator in the form of Exhibit C.
4. Cooperate fully and promptly with any other request for information that the Secretary or the Coordinator may make.
5. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
6. Ensure that construction begins on this Project in accordance with Article VII.C and D.
7. Comply with all applicable federal, state and local laws in the course of undertaking the Project.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.7 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. Pursuant to Section 6 of Chapter 7C of the Massachusetts General Laws (formally Section 40 of Chapter 7 of the Massachusetts General Laws, as amended by Chapter 165 of the Acts of 2012), Section 61 of Chapter 7 of the Massachusetts General Laws, and Executive Orders, including Executive Orders 524 and 526, the Supplier Diversity Office and the Division of Capital Asset Management and Maintenance (“DCAMM”) have set participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for building construction and design awards will be a combined MBE/WBE goal as follows:
 - **10.4%** combined MBE/WBE participation on construction contract awards; and,
 - **17.9%** combined MBE/WBE participation on design contract awards.

Overall annual designations by the Public Entity, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms

that meets or exceeds the combined goal. The Supplier Diversity Office and DCAMM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Participation by MBE and WBE firms shall be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and the Public Entity. These participation objectives are goals and are not quotas or set-asides, and are neither floors nor ceilings. Such goals are not applicable, however, to the procurement of site work (horizontal construction) subject to Section 39M of Chapter 30 of the Massachusetts General Laws, as amended or Chapter 30B of the Massachusetts General Laws, as amended.

3. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
4. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful."
5. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected identifying the Project, such signage shall include an acknowledgement of the Grant. The Public Entity shall notify the Coordinator of the desire to erect such signage and the Coordinator shall approve the signage and grant acknowledgement.

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall submit photographs of the work completed with the Grant Funds accompanied by the form provided at Exhibit E.

ARTICLE VI
Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

The Secretary, in his sole discretion, reserves the right to reduce, suspend, and cancel the Grant in the event that the Public Entity is not ready, willing, and able to expend the Grant Funds in furtherance of the Project as defined in Article VII, or if Public Entity fails to secure all of the funds necessary to fully complete the design and construction of the Project. If the Secretary determines, in his sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days

of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Recoupment of Grant Funds Upon Sale of Project

The Secretary, in his sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or all Project Site within thirty (30) years of the termination of the Contract.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHED any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro forms and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Coordinator with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the Seaport Economic Council Program.

Article VII
Scope of Project

A. Description of the Project

1. Description of Project Site.

Project location is Saquatucket Harbor in Harwich, MA. Saquatucket Harbor is located at 715 Main Street, next to Brax Restaurant. Saquatucket Harbor channel provides direct access to Nantucket Sound.

2. Description of the Project.

Project includes the replacement of the East Dock with 8ft wide main concrete floats and timber finger piers. Also included is the construction of a handicap accessible ramp system along the north bulkhead for the 4 passenger boats that are 40' in length or greater, bringing our municipal marina into compliance with both the ADA requirements and the Massachusetts Architectural Access Board requirements.

- Document that they have considered the best available science and information regarding potential threats from rising sea level, more frequent and extreme weather events, and other climate change effects, including precipitation and temperature;

- Identify and incorporate best practices to improve the resilience of the proposed project to the effects of a changing climate; and
- Obtain all required permits, licenses and authorizations prior to seeking final reimbursement for approved project costs.”

B. Economic Development Goals of the Project

Jobs Created

Total investment, other private and public funds leveraged

Other public benefits

C. Drawdown Schedule

All Grant Funds shall be drawn and expended by the Public Entity no later than June 30, 2017. Drawdown per fiscal year shall not exceed \$410,000 in fiscal year [2017] (ending on June 30, [2017]).

<i>Quarter/Year</i>	<i>Invoice Amount</i>
September/2016	\$90,000
December/2016	\$400,000
March/2017	\$230,000
June/2017	\$229,240
June 2017 Final Invoice Retainage (5%)*	\$50,000

*EOHED will set aside 5% of the total grant award as retainage until the project (or the portion of the project completed with grant funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the project has been completed.

D. Project Schedule

The Public Entity shall undertake the Project on the following schedule:

- June 2016 – Design, engineering and survey complete
- July 2016 – Bid Advertised
- August 2016 – Bid Opening
- August 2016 – Award contract
- August 2016 – Construction start date
- October 2016 – 25% complete
- December 2016 – 50% complete
- March 2017 – 75% complete
- May 2017 – 100% complete
- June 30, 2017 – contract expiration date

ARTICLE VIII

Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered by (i) hand, (ii) recognized overnight courier, (iii) electronic facsimile, or (iv) mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHEd:

Seaport Economic Council Program
93 State Pier
New Bedford, MA 02740

To the Public Entity:

Pursuant to paragraph 5 of the Commonwealth Terms and Conditions, notices shall be deemed given (i) when delivered if delivered by hand; (ii) one (1) day after being deposited with an overnight courier if sent by overnight courier; (iii) upon receipt of electronic or telephonic confirmation if sent by fax; or (iv) three (3) days after being deposited with the U.S. Postal Service if sent by mail.

ARTICLE IX

Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Coordinator in the form consistent with Exhibit D. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.

2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.

4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[Remainder of page is intentionally blank; signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed the Contract under seal as of the day and year first above written.

EXECUTIVE OFFICE OF HOUSING AND
ECONOMIC DEVELOPMENT OF THE
COMMONWEALTH OF MASSACHUSETTS

Jay Ash, Secretary

[INSERT PUBLIC ENTITY]

Name:

Title:



TOWN OF HARWICH

OFFICE OF THE TREASURER/COLLECTOR

732 MAIN STREET, HARWICH, MA 02645

TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

INFORMATION REGARDING SALE OF TAX TITLES

- MGL Ch 60 Section 52 is a law that allows municipalities to sell their tax titles to private investors. It is important to note that the municipality is selling their property tax lien, not the property itself.

By selling tax titles, municipalities receive the following benefits.

- Payment of 100% of the principal, interest and fees owed on the tax title account up until the day of the sale.
- Future delinquent taxes on the property are the responsibility of the tax lien buyer until the tax lien is paid off.
- Significant reduction in the administrative time and expense of managing even a relatively small number of tax titles. (\$2K on average to fully process a tax title through Land Court).

How does a tax title assignment sale work:

- Property owners receive notice
- Publication of the auction with the list of delinquent taxpayers in the newspaper
- Public notice in at least 2 public places.
- Assignment sale conducted by Treasurer

In practice what do we see:

- 30 to 40% of the tax titles that are published pay off prior to the sale or enter into payment agreements (excluding land of low value parcels)
- The auction process significantly reduces property tax delinquencies for 2 reasons. First, the auction buyer keeps property taxes current if the property owner does not and second, the word is out that municipality is serious about collecting their property taxes.

According to DOR, the municipal tax collection rate in Massachusetts is over 98.5%. Within the tiny fraction (less than 1.5%) of property owners who do not pay their property taxes well over 90% eventually pay off their delinquent taxes (redeem the tax taking) prior to an actual foreclosure. Within the less than two tenths of one percent (0.2%) of property owners that actually face a foreclosure order from the Land Court, only a tiny fraction of those properties are actually single family owner occupied. The vast majority of tax title foreclosures fall into the categories of vacant land, commercial properties, multifamily (more than one living unit) or even vacant single family homes. A Municipal Treasurer knows the tax title accounts as well as anyone, and generally speaking, widows and orphans are not living in tax title properties.

from Ed Senteio,
Finance Director, Yarmouth

Experience with Tallage:

- We have had great experience with Tallage. They have been very helpful in educating us on the tax title lien auction process. We have also worked with Coppola & Coppola our tax title attorney to get ready and to deal with any issues. We have had 3 tax title auctions. We had 5 bundles of properties, Tallage bought the liens for 3 of the 5 bundles. Tallage's help does not mean they automatically are the winning bidders when a tax title auction is held.

Was it much work for you?

- The first sale was a lot of work because we also setup an automated process knowing we would do it yearly. The automation essentially took information from Munis and did a mail merge to generate the various documents needed for the Tax Title auction process. I list the various documents later in this e-mail.
- Before suggesting to the Town that we go forward with a Tax Title Lien auction we worked to ensure we did not create a homelessness situation for those who were in their primary residence and were low income. That involved the following:
 - We met with Hands of Hope to ask them to assist with Debt Counseling. We received funding from the Affordable Housing Trust to pay for this.
 - We asked the Affordable Housing trust for loan money to pay off tax titles for low income residence that might be in danger of homelessness. The payback was going to be at a much lower rate than the 16% for this group. The argument from one on the committee was that we should bail out delinquent tax payers so this option was not funded. The entire Board of Selectmen felt the same.
 - We created a consolidated questionnaire with all the information on the Assessors Exemption and Tax Deferral forms with that of the normal Hands of Hope questionnaire so that we could get information that would allow us to see if they qualified for any of our Exemption and Tax Deferral programs as well as the outside programs such as food stamps, housing assistance, fuel assistance or any other program that would allow them to free up dollars to pay their taxes.
 - We also coordinated with our Senior Services department to reach out to those that had not contacted us based on our mailers and the offer for help. I used internet services to get phone numbers so we could contact those that seem to potentially meet the need for help.
 - We made no special accommodations for vacant land, commercial property or 2nd homes.

Are you happy with the results?

- I am very happy with the results. We had over 160 items in tax title. We are now down to 40 prior to adding this year's tax titles.
- Our tax title attorney is great, however, we have a few properties that require foreclosure proceeding and that has taken well over a year and we still have not concluded the foreclosure proceeding on any of the properties. The courts are extremely slow with a major hold up with the examiners not getting to their work and having to switch examiners. The Tax Title auction process resolves the issues very quickly. We were also able to get rid of an environmental hazard property without getting in the ownership chain and we received a substantial premium.
- Those that purchase the tax title liens will pay off on properties in subsequent years if they have not received full payment from the property owners on properties they previously purchased the liens.

- Based on what I heard are outstanding tax titles in Harwich and other Towns this could be a huge windfall for the Town and clean up a major problem with the least amount of time and work.

Any reasons you can think of not to have the sale?

- If the Town has a ton of money in reserves, has OPEB fully funded, does not need money for waste water, does not need money for capital items then holding on to the Tax Titles for longer at 16% might be a good investment? The caution is that the longer you hold onto the Tax Titles you may have issues that you cannot foreclose on or auction. For example, if a property becomes unbuildable then you may never recover the taxes.
- There may be properties that are of strategic interest to the Town for various properties that you might want to take a chance to foreclose on and if the owner does not pay you can keep the property as Town property. For example, we review properties for potential sewer pump stations, recreational uses, etc. Again 99% of the time no one will let their property go for the taxes outstanding.

Lessons learned:

- If you have condos in tax title, a smart condo association can require that the Town pay for the condo fees from the date of the taking. This does not make sense but this was upheld in court twice. We now move on condos immediately. For a group of properties we had demands for \$224,000 in condo fees that we were able to avoid with the tax title sale and we also recovered our back taxes, interest and fees.
- You cannot auction tax titles for properties that have been in tax deferral.
- The process takes longer than you think, give yourself enough time to get everything together.
- You will find that some tax titles have been done incorrectly and must be redone. Those bidding on the tax titles will help you find these situations when they do their due diligence. Not need to do a lot of this searching yourself.
- Have a good team helping out like Coppola & Coppola and support from your internal team. There will be a lot of phone calls and visits leading up to the auction for people that want to resolve the issues prior to the auction. Even prior to combining our Collector/Treasurer's operation the separate Collector's division provided tremendous help with receiving and recording payments and working with property owners. When we did the first auction we were very short staffed in Treasury. While we were by no means near good staffing levels in the Collector's they volunteered to help their teammates in Finance.
- We did everything ourselves but there are also organizations that indicate they will help do the work. The outside firms get money by getting premiums – amounts over and above the taxes, interest and fees for the tax titles.
- For properties with no real economic value no one will buy the tax liens. We used the Land of Low Value foreclosure through the gateway to process these foreclosures. While we will have our tax title attorney do the filings and work with us on the subsequent auction that is required, we avoided most of the average of \$3,000 foreclosure fee per property.
- We have mostly done multi-parcel bundles to reduce the follow-up work. There was one exception – an environmental hazard property where we auctioned just one parcel alone.

Attached are the following documents that might help with your upcoming Board of Selectmen meeting:

- Presentation to the Town's Affordable Housing Trust – result funding for debt counseling services.
- Presentation to the Board of Selectmen informing them of what we were doing.

We have several other documents including the following once you are ready to proceed:

- Tax lien financial counseling intake form
- Payment agreements (which you probably already have)
- Format we use for listing properties available for auction
- Tax title registration form for bidders
- Script for what to do and say at the auction
- Legal ad examples
- Letters to property owners of the Tax Title interest rate
- Letters to property owners announcing the auction
- Tax redemption documents (which you must already have)
- Town Collection Policies – Tax Title Section
- Probably others??

Please feel free to reach out to Susan Ripley and Jaye Anne Kesten in the Collector/Treasurer's division to get their reaction to the process as well. I might be blinded by the cleanup, the reduced workload after the cleanup and of course the dollar signs.

Hopefully this helps? Might be another regional level project particularly with the automation we built tied to Munis? We always know we can do things better and the more people contributing to the solution the better off we will all be.



**SETTING UP A TAX TITLE ASSIGNMENT SALE AUCTION
M.G.L. c. 60, §52**

<i>Date</i>	<i>Action Item</i>
One Month Prior to Auction	<ul style="list-style-type: none"> ✓ Develop list of tax titles the municipality wants to sell; ✓ Calculate tax title account balances through the date of the auction; ✓ Develop protocols, rules and forms for auction (see reverse side)
14 Days Before Auction*	<ul style="list-style-type: none"> ✓ Advertise auction in newspaper of general circulation once, listing all tax liens for sale; ✓ Post notice in at least two public places.
10 Days Before Auction*	<ul style="list-style-type: none"> ✓ Send pre-auction notification to all owners of affected properties
1 Day Before Auction	<ul style="list-style-type: none"> ✓ Generate revised list of tax liens for sale after pre-auction payoffs
After Auction	<ul style="list-style-type: none"> ✓ Collect deposit(s) from winning bidder(s); ✓ Prepare Assignment forms for winning bidder(s); ✓ Exchange Assignment forms for full payments.

*Statutory Minimum Requirement

Statutory Rules and Restrictions

- Tax liens may be sold individually or in bundles. The minimum bid must be the redemption payoff amount as of the auction date including all fees (legal, publication, recording, etc.).
- Property owners and parties-in-interest may still redeem after an assignment, up and until a foreclosure judgment has entered. Owners may redeem by paying the municipal treasurer up and until a foreclosure complaint has been filed in Land Court; after that, all redemptions must be processed through the assignee (winning bidder).
- The redemption price is the same as if the municipality still held the lien; assignees may not allocate any premiums paid at auction to the redemption amount.
- Assignees assume the same rights and obligations of the municipality in the administration of tax titles under Mass. General Laws Chapter 60.
- Assignees may "sell back" any defective tax title liens to the municipality with interest.

Assignment Auction Practice Tips

- Develop auction list well in advance of the auction and give prospective purchasers an opportunity to review the list and provide comment before finalizing the list for public notice. Municipal tax title inventories often have liens that are invalid due to assessment errors, or mistakes made in the tax taking. Many errors are capable of being fixed before the auction. Those liens that cannot be fixed should be taken off the list. A pre-auction comment period also

allows the municipality to "test the waters" to see whether the liens on the list are likely to attract buyers.

- Mail the required pre-auction notice to property owners at least a few weeks in advance of the auction to allow owners time to assemble funds for payoffs. On average between 30 – 40% of the liens on your auction list will be redeemed between the mailing of the notices and the auction.
- Require each bidder to sign a statement that he/she has read your Auction Rules and agrees to comply with them.

Recommended Auction Rules and Regulations

The liens being offered in an Assignment of Tax Title Auction have NOT been foreclosed by the City/Town of _____.

The City/Town of _____ reserves the right to reject any and all bids.

The minimum bid is the amount due for redemption on this date. Any price paid in excess of the minimum bid ("premium") may not be reimbursable by the assignee from a party redeeming the property. See, DOR IGR 05-208, p. 5.

The purchaser must pay a 10% deposit at the time of the auction. The deposit shall be made in the form of cash or a check made payable to the "City/Town of _____."

After full payment is received, the Treasurer will issue an Instrument of Assignment and Purchaser's Statement for each lien assigned. Full payment must be received within 30 days of the date of the auction. If full payment is not received within such time, the lien will be offered to the next highest bidder, and the City/Town reserves the right to keep the deposit from the initial bidder.

Any error, misstatement or omission in the description of the property shall not annul the assignment or be grounds for any abatement or compensation.

The Purchaser must pay for all recording fees. The Instrument of Assignment and the name of the person or agent authorized to release the lien (purchaser's statement) must be recorded at the _____ County Registry of Deeds.

The Purchaser must keep future taxes current until he/she forecloses the lien with the Massachusetts Land Court or until the assigned tax title has been redeemed. Failure to keep taxes current shall render the purchaser ineligible to participate in future tax lien assignment auctions.

All bidders, if not a natural person, must be qualified to do business in the Commonwealth of Massachusetts, and provide documentation to that effect.

[For Bundles] All of the liens to be sold in this auction will be bundled and sold as one unit to the highest bidder. The minimum bid for this unit shall be \$ _____. In the event that there are multiple parties bidding the same price, the person recognized first by the Treasurer will be selected as high bidder in accordance with standard auction procedures. The minimum incremental bid will be \$ _____.

To be eligible to participate in the auction, bidders must pre-register by 3PM on TBD, 2012 (the day before the scheduled auction).



Harwich Solar Project

April 11, 2016

History of the Project

- **2010:** MA Department of Environmental Protection issues policy encouraging solar on capped landfills.
- **August 2010:** CVEC collects potential capped landfill opportunities.
- **September 2010:** CVEC collects Letters of Intent from potential participants.
- **October 2010:** CVEC posts RFP for CVEC PV Round 1 Initiative - Harwich Capped Landfill included.
- **April 2011:** CVEC awards construction contract to ACE.
- **May 23, 2011:** Powerpoint presentation by Maggie Downey & Charlie McLaughlin to Harwich BOS.
- **July 22, 2011:** Following presentation to BOS, delivery of cover letter to Jim Merriam with completed agreements; Power Sales Agreement (PSA), Project Development Agreement (PDA), and Energy Management Services (EMS) Agreement for capped landfill project with ACE.
- **March 2, 2012:** Letter to participants notifying that all permits had been issued but developer awaited NSTAR interconnection approval.
- **June 2013:** State ends SREC 1 program, developer scrambles for NSTAR interconnection approval.
- **August 2013:** CVEC appeals to authorities for help with NSTAR.

November 15, 2013: Groundbreaking at Harwich Capped Landfill.



- ▶ **December 10, 2013:** Consent and Agreement signed by participants following ACE switch of financier.
- ▶ **August 2014: Commissioning ceremony for Harwich Capped Landfill.**
- ▶ **October 12, 2014:** With support from Harwich Fire Department, aerial view group photo staged at Harwich Landfill.



June 18, 2015; Outstanding Environmental-Energy Technology Application Achievement Award to Harwich from the Environmental Business Council



September 2015: CVEC delivers first year of commercial operations report (below).

Harwich Landfill: Net Metering Annual Report

Commercial Operation Date	Utility billing end date	Estimated Annual Output (kWh)	Guaranteed Annual Output (kWh)
8/1/2014	8/9/2015	4,888,500	3,910,000

System Summary

kWh	NMC	PPA Cost	Net Benefit	Avg. NMC Rate	PPA Rate
5,388,120	\$913,892	(\$382,557)	\$531,336	0.1681	0.0710

System Benefits and Costs by Month

NSTAR Date from	NSTAR Date to	kWh	NMC	PPA Cost	Net Benefit
7/10/2014	8/5/2014	39,960	\$5,359		\$5,359
8/5/2014	9/9/2014	707,760	\$103,671	(\$45,523)	\$58,148
9/9/2014	10/8/2014	437,220	\$64,009	(\$32,079)	\$31,929
10/8/2014	11/9/2014	356,760	\$52,207	(\$24,319)	\$27,888
11/9/2014	12/9/2014	272,520	\$39,851	(\$19,464)	\$20,387
12/9/2014	1/11/2015	237,780	\$38,602		\$38,602
1/11/2015	2/8/2015	221,940	\$43,204	(\$40,065)	\$3,140
2/8/2015	3/10/2015	222,120	\$43,238	(\$15,771)	\$27,468
3/10/2015	4/8/2015	378,900	\$73,846	(\$26,902)	\$46,944
4/8/2015	5/10/2015	567,000	\$110,567	(\$40,257)	\$70,310
5/10/2015	6/9/2015	694,800	\$135,516	(\$49,331)	\$86,185
6/9/2015	7/9/2015	546,840	\$99,036	(\$38,826)	\$60,210
7/9/2015	8/9/2015	704,520	\$104,787	(\$50,021)	\$54,766
Grand Total		5,388,120	\$913,892	(\$382,557)	\$531,336

Participant Benefits and Costs

Participant Type	Participant	Avg. Participant Share	kWh Share	NMC Share	PPA Cost Share	Revenue Share	Net Benefit
Host	Harwich	61.77%	3,328,060	\$564,485	(\$236,293)	\$101,561	\$429,752
Offtaker	Barnstable Cou.	8.39%	451,882	\$76,649	(\$32,084)	(\$22,280)	\$22,284
	Brewster	5.13%	276,416	\$46,071	(\$19,623)	(\$13,621)	\$13,626
	Chatham	2.21%	119,259	\$20,224	(\$8,467)	(\$5,877)	\$5,879
	Chilmark	0.40%	21,552	\$3,656	(\$1,530)	(\$1,063)	\$1,063
	Dukes County	0.68%	36,639	\$6,214	(\$2,601)	(\$1,806)	\$1,807
	Oak Bluffs	2.56%	137,936	\$23,396	(\$9,793)	(\$6,800)	\$6,802
	Provincetown	6.67%	359,206	\$60,930	(\$25,504)	(\$17,711)	\$17,714
	Yarmouth	12.20%	657,169	\$111,468	(\$46,660)	(\$32,401)	\$32,407
Grand Total		100.01%	5,388,120	\$913,892	(\$382,557)	\$0	\$531,336

Union Negotiations – FY14-FY15

The following is language from the HEA contract (it is typical language)

Article X. Compensation

*Effective no earlier than July 1, 2013, with the actual implementation date the first full pay period after the day that the Town receives its first solar panel revenues/electric bill credit from an agreement with the Cape and Vineyard Electric Coop and American Capital Energy (installation of solar panels on the Town's Queen Anne Road landfill site), the salary schedule will increase by two percent (2%). **However, if the solar panel revenues/electric bill credits are not received before June 30, 2014, the two percent (2%) increase will be implemented on June 30, 2014.** (Emphasis Added)*

The amount increase for that one day (June 30, 2014) was \$4,882.41. For FY2015 the estimated increase in salary/wages was \$254,000. The total amount received from the Solar Project in FY15 was \$267,052.56.

The Collective Bargaining Agreements are funded through combination of tax levy and local receipts of which Solar Revenue is included.

Disbursement of Funds – Town & Water Enterprise as Determined by the Power Purchase Agreement (PPA)

- Current breakdown:
 - Town 57% (Represents the amount of Electricity Used)
 - Water Enterprise 43% (Represents the amount of Electricity Used)

How did we come to the 57% vs. 43%

Staff met to determine the breakdown utilizing the actual electricity usage of the town. 57% of the electricity is used by Town Departments with 43% by the Water Enterprise.

Town Counsel Opined that:

Under the solar agreement with CVEC for the closed landfill, the Town receives cash payments from the utility in lieu of net metering credits. Those cash payments, however, correlate to specific electricity meters for Town facilities. With respect to any meters for which the Town receives a cash payment are for facilities operated by an Enterprise Fund, I agree with your opinion (Mr. Clark's) on the same rationale behind the DOR's conclusion regarding lease revenue. In the case of the Water Department, the Water Enterprise Fund pays for the electricity usage that flows through their designated meters, so any cash payment from the utility related to Water Department meters should be treated as revenue to the Water Department and therefore deposited into the Enterprise Fund.

Per Email dated February 3, 2016 from John Giorgio, Esq.

kWh and Fund Generation FY15

		1	2	3'	4	5
	KWH Generated	Total Revenue Generated	Off-Taker Amount	57% to Harwich	Revenue to General Fund*	43% of NON- Off-Taker Rev. to Water*
Dec-14	952,308	86,283.00	22,139.00	36,562.00	58,701.00	27,582.00
Feb-15	168,336	28,534.36	3,918.36	14,031.00	17,949.36	10,585.00
Mar-15	216,874	35,185.00	8,315.00	15,316.00	23,631.00	11,554.00
Apr-15	136,960	22,220.05	5,251.05	9,672.00	14,923.05	7,297.00
May-15	234,047	37,971.39	8,973.39	16,529.00	25,502.39	12,469.00
Jun-15	350,236	56,858.76	13,439.76	24,749.00	38,188.76	18,670.00
Total FY 2015	2,058,761	267,052.56	62,036.56	116,859.00	178,895.56	88,157.00

*Revenue to General Fund Column 4 = Column 2 + Column 3

**Water Amount (Column 5) = Column 1 – Column 2 x 43%

kWh and Fund Generation FY16 - Actual and Projected

		1	2	3	4	5
	KWH Generated	Total Revenue Generated	Off-Taker Amount	57% to Harwich	Revenue to General Fund*	43% of NON- Off-Taker Rev. to Water**
Jul-15	429,178	69,711.15	16,474.33	30,344.82	46,819.15	22,892.00
Aug-15	337,783	48,701.16	11,509.16	21,199.00	32,708.16	15,993.00
Sep-15	435,182	44,298.60	10,468.60	19,283.00	29,751.60	14,547.00
Oct-15	400,047	40,712.52	9,621.52	17,722.00	27,343.52	13,369.00
Nov-15	265,179	26,952.89	6,369.89	11,732.00	18,101.89	8,851.00
Dec-15	213,144	21,645.31	5,115.35	9,422.00	14,537.35	7,107.96
Jan-16	176,563	17,913.72	4,233.42	7,797.77	12,031.19	5,882.53
Feb-16	127,975	10,725.91	3,320.18	4,221.27	7,541.45	3,184.46
Proj. Mar-16	216,874	35,185.00	8,315.00	15,316.00	23,631.00	11,554.00
Proj. Apr-16	136,960	22,220.05	5,251.05	9,672.00	14,923.05	7,297.00
Proj. May-16	234,047	37,971.39	8,973.39	16,529.00	25,502.39	12,469.00
Proj. Jun-16	350,236	56,858.76	13,439.76	24,749.00	38,188.76	18,670.00
Total FY 2016	3,323,168	432,896.46	103,091.65	187,987.86	291,079.51	141,816.95

*Revenue to General Fund (Column 4) = Column 2 + Column 3

**Water Amount (Column 5) = Column 1 – Column 2 x 43%

Solar Expenses FY15 & FY16

- ▶ In FY15 any expenses incurred within the lease were incurred by CVEC.
- ▶ \$91,000 was budgeted in FY16 to cover the taxes, which ultimately came to \$64,217.41. Per the CVEC Lease Agreement, the taxes are paid by the developer and then reimbursed by the Town.
- ▶ The Town must have a funding source to cover the reimbursement.

Solar Expenses FY17

- Currently Tax Reimbursement Expenses are paid 100% by the Town.
- If the Expenses were shared equally with the Water Enterprise, the breakdown would be as follows:

Expense	Amount	Town (57%)	Water (43%)
Taxes*	\$65,000	\$37,050	\$27,950
CVEC Accounting**	\$20,000	\$11,400	\$ 8,600
Total	\$85,000	\$48,450	\$36,550

*The agreement provides that the developer pays the tax and then the Town reimburses.

Currently in FY16 & proposed FY17, the CVEC Accounting is **not charged to the Town.

CVEC's NMC kWh distribution and total usage (43 Accounts) for Schedule Z

Payment Type	Account	Building	Address	NMC kWh Assignm ent	Original Usage Est from town/scho ol	FY14 kWh (per *Municipal Energy Insight)	FY15 kWh (per MEI*)
Cash Out	13996180017	DPW Garg	715 MAIN ST HARWICH PORT MA 02661	147,633	164,000	164,000	193,440
	13996740018	DPW OFCE	40 HARBOR RD TN DCK HARWCHPORT MA 02646	14,666	16,191	20,533	11,854
	14003950020	DPW	203 BANK ST WORKSHOP HARWCHPORT MA 02646	3,422	4,004	4,495	4,139
	14022560016	DPW Blnk	161 BAY RD STA 8 E HARWICH MA 02645	137,856	153,241	153,846	168,538
	14022570015	DPW Blnk	161 BAY RD STA 9 HARWICH MA 02645	98,748	109,872	107,151	122,774
	14044200013	Library	446 QUEEN-ANNE RD SIGNAL HARWICH MA 02645	978	883	1,156	1,163
	14045280014	COA	265 SISSON RD HARWICH MA 02645 / BUILDING	3,911	4,454	3,357	4,542
	14045290013	Mill Site	80 PARALLEL ST HARWICH MA 02645	23,954	26,832	30,873	19,627
	14113290010	Eddy School	85 DEPOT ST HMS FOR S HARWICH MA 02661	389,613	432,720	432,720	478,080
	14115150014	Eddy Blnk	343 LOWER-CTY RD TN LAND HARWCHPORT MA 02646	978	1,080	174	6,100
	14128240018	Eddy Blnk	RTE-137 SIGNAL E HARWICH MA 02645	3,422	3,987	3,429	3,919
	14128260016	Stony Brk Sch	149 RTE-137 STATION 2 E HARWICH MA 02645	35,197	39,332	44,653	43,254
	14132340010	FD Back Blg 1	196 CHATHAM RD STA 1-4 HARWICH MA 02645	261,046	290,000	290,000	301,200
	14149500010	WD Well 1	12 POST-OFFICE SQ DOANE HARWCHPORT MA 02646	1,467	1,568	181	375
	14156380017	WD Well 2	220 LOTHROP AVE WATER TN HARWICH MA 02645	5,866	6,387	7,300	9,693
	14159560011	WD Well 3	80 FOREST ST GARAGE HARWCHPORT MA 02646	1,467	1,820	1,902	2,434
	14163990014	Run Hill 4	9 OAK ST BRKS PK HARWICH MA 02645	4,889	4,613	3,429	2,876
	14164030018	Run Hill Filter	732 MAIN ST TOWN HALL HARWICH MA 02645	170,120	188,983	177,120	163,200
	14164040017	WD Stand Pipe	728 MAIN ST HARWICH MA 02645 / ALBRO HOUSE	2,444	1,898	1,074	1,365
	14164110026	WD Lime	MAIN ST EXCHANGE PRK HARWICH MA 02645	978	1,088	210	1,472
	14172170012	FD Back Blg 2	1046 HARWICH-ORL RD TANK E HARWICH MA 02645	5,866	6,578		
	14181160012	WD HQ	OFF OAK ST STORAGE HARWICH MA 02645	9,288	10,321	7,861	10,310
	14181170011	Fire Dept	OFF OAK ST MAIN-PUMP HARWICH MA 02645	92,882	103,040	103,040	99,640
	14181180010	Golf Pump	183 OAK ST START SHED HARWICH MA 02645	1,467	1,868	2,455	2,575
	14181190019	Golf Drv Pump	183 OAK ST CLUB HSE HARWICH MA 02645	84,082	93,398	79,775	77,951
	14476020020	Crosby Mansion	QUEEN-ANNE RD HARWICH MA 02645	66,972	74,565	81,755	80,513
	14476090015	Crosby Ctg 2	QUEEN-ANNE RD DISPOSAL HARWICH MA 02645	3,422	3,784	2,820	2,808
	14476880019	Nature Dept	OFF QUEEN-ANNE RD LANDFLL HARWICH MA 02645	66,972	74,607	72,419	73,219
	15754660023	TH Flood Lights	OFF OAK ST WHTHSE FLD HARWICH MA 02645	48,885	54,404	58,792	62,848
	15869040012	TH Sign	183 OAK ST NEW PMP HS HARWICH MA 02645	14,666	16,083	10,987	17,517
	15971680010	Drummer Gift	139 N-WEST-GATE RD PUMP N HARWICH MA 02645	44,485	49,352	53,038	75,459
	16007460013	Drummer Plug	196 CHATHAM RD MAIN BLDG HARWICH MA 02645	243,936	271,099	276,517	291,819
	16056770015	Street Lights	15 BANK ST COMFRT STA HARWCHPORT MA 02646	489	610	686	1,379
	16275400022	Tree	739 MAIN ST HARWICH MA 02645	150,077	166,753	150,480	158,160
	16314860012		273 QUEEN-ANNE RD SALT SH HARWICH MA 02645	1,955	1,923	3,047	1,997
	16374510010		OFF OAK ST SCOREBOARD HARWICH MA 02645	8,799	9,943	7,201	9,591
	16493870022		100 OAK ST COMM CENTR HARWICH MA 02645	290,866	323,308	330,560	329,920
	16499930010		205 PLEASANT-BAY RD STA11 HARWICH MA 02645	92,882	103,306	103,306	139,754
	26896220017		15 ISLAND-POND RD CMTRY HARWICH MA 02645	489	811	0	0
	26918920013		209 QUEEN-ANNE RD MAINT HARWICH MA 02645	11,244	12,588	9,044	7,476
	27261760014		OAK ST HARWICH MA 02645 / WATER TANK	20,043	21,979	15,070	19,898
	28079280013	EARLE RD BEACH	EARL RD P96/18 W. HARWICH 02645	489	664	663	623
	28311400015	POLICE DEPARTMENT	175 SISSON RD HARWICH MA 02645	450,231	500,000	520,360	505,760

Disbursement of Funds – Town & Water Enterprise – Potential Changes?

- Currently the Water Enterprise is listed on the Schedule Z
- The Schedule Z is part of the Power Purchase Agreement (PPA) that lists the electric accounts covered the agreement.
- The Schedule Z can only be changed twice a year.
- In order to get the Water Department off the Schedule Z, the CVEC Board would have to vote on the change.
- A concern is that if the Water Enterprise is removed from the Schedule Z entirely it could break the contract, resulting in CVEC need to petition new off-takers.
- There would be some legal fees involved to make changes, which CVEC could not absorb, so the Town would have to pay the legal fees.
- The Town could assess additional indirect costs to Water Enterprise to cover the costs of Town Staff.
- Develop an M.O.A: written revenue sharing including indirect cost reduction (i.e. Admin/Finance time to process).

Solar Revenue

- ▶ The Solar Revenue (the net to the Town, does not include the Water portion) is overstated at \$300,000. We will adjust revenues and reduce the number down \$10,000 (projection for FY16 is \$291,000) and offset by other revenue sources such as Ambulance and Solid Waste. No Budget Amendment is needed to adjust.

Questions?

Thanks to Liz Argo, CVEC; Town Administrator Chris Clark; and Finance Director Andy Gould for their assistance.

TOWN OPERATING BUDGET

ARTICLE 4: To see if the Town will vote to raise and appropriate and/or transfer from available funds such sums of money as may be required to defray Town charges for Fiscal Year 2017, and to act fully thereon. (BUDGET – SEE APPENDIX B). Estimated cost: \$33,831,330.

FINANCE COMMITTEE RECOMMENDS NO RECOMMENDATION PENDING FURTHER INFORMATION (NRPFI). FINCOM VOTES NRPFIF WHEN, AT THE TIME THE WARRANT IS PRINTED, IT HAD INSUFFICIENT OR INCOMPLETE INFORMATION TO MAKE AN INFORMED RECOMMENDATION. IT DOES NOT IMPLY A NEGATIVE FINCOM VIEW, ONLY AN INCOMPLETE UNDERSTANDING OF THE ARTICLE SO VOTED. FINCOM WILL MAKE ITS FINAL RECOMMENDATION AT TOWN MEETING AFTER HAVING RECEIVED FURTHER INFORMATION. VOTE: YES-6, NO-0.

WEST HARWICH SCHOOLHOUSE PRESERVATION AND REHABILITATION

ARTICLE 32: To see if the Town will vote to appropriate from Community Preservation Act Funds-Historic Reserve, \$203,500 to have certain specific work performed on the interior and exterior of the West Harwich Schoolhouse. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Historic Reserve, and to act fully thereon. By request of the Community Preservation Committee and Town Administration and Planning Department. Estimated Cost: \$203,500.

FINANCE COMMITTEE RECOMMENDS NO RECOMMENDATION PENDING FURTHER INFORMATION (NRPFI). FINCOM VOTES NRPFIF WHEN, AT THE TIME THE WARRANT IS PRINTED, IT HAD INSUFFICIENT OR INCOMPLETE INFORMATION TO MAKE AN INFORMED RECOMMENDATION. IT DOES NOT IMPLY A NEGATIVE FINCOM VIEW, ONLY AN INCOMPLETE UNDERSTANDING OF THE ARTICLE SO VOTED. FINCOM WILL MAKE ITS FINAL RECOMMENDATION AT TOWN MEETING AFTER HAVING RECEIVED FURTHER INFORMATION. VOTE: YES-6, NO-0.

SOUTH HARWICH MEETINGHOUSE RESTORATION AND PRESERVATION

ARTICLE 34: To see if the Town will vote to appropriate from Community Preservation Act Funds-Historic Reserve, \$100,000 to fund the final work of restoring the South Harwich Meetinghouse and to authorize the Board of Selectmen to enter into a grant agreement with the Friends of the South Harwich Meetinghouse, Inc., which shall include the acquisition of an historic preservation restriction by the Town. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Historic Reserve, and to act fully thereon. By request of the Community Preservation Committee and Friends of the South Harwich Meetinghouse, Inc. Estimated Cost: \$100,000.

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED IN THE AMOUNT OF \$100,000. VOTE: YES-5, NO-1.

ACCEPTANCE OF GENERAL LAWS CHAPTER 111, §26G

ARTICLE 41: To see if the Town will vote to accept the provisions of Massachusetts General Laws Chapter 111, Section 26G, to allow a member of the Board of Health who is also a septic system installer to work in the Town in their trained profession, provided that they do not act as the inspector for such work and further that such work is inspected by an inspector from another municipality or a special inspector appointed by the Board of Selectmen as specified in the statute, and to act fully thereon. By request of the Board of Selectmen.

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. THIS LOCAL OPTION ALLOWS THE BOARD OF HEALTH MORE FLEXIBILITY IN PROVIDING A NEEDED SERVICE. VOTE: YES-6, NO-0.

PROPOSED ZONING BY-LAW AMENDMENTS

ARTICLE 47: To see if the Town will vote to amend the Code of the Town of Harwich, Chapter 325 Zoning by striking out language and by adding bold and underlined language as set forth below and to act fully thereon. By request of the Building Commissioner and Planning Board.

(A) CONSTRUCTION SIGNS

325-29 Additional requirements for specific signage.

G. [NEW] Construction Signs. One (1) temporary wall or ground sign not more than eight (8) square feet indicating the construction, remodeling or rebuilding of a certain structure for a permitted use shall be allowed on the parcel on which the structure is located. The sign shall not be illuminated and shall be removed immediately upon final inspection.

(B) TWO-FAMILY DWELLINGS IN THE CH-1 DISTRICT

325-7 C. Existing lots in a CH-1 District which complied at the time of layout with applicable provisions of zoning bylaws, if any, may be used for single-family residential purposes as set forth above and may be used for [NEW] two-family residential purposes and nonresidential purposes as established in the Table of Use Regulations provided that:

- (1) Said lots have 100 feet of frontage and 10,000 square feet of area;
- (2) The buildings to be located thereon are set back at least 10 feet from side and rear lot lines and at least 25 feet from street lot lines and the buildings to be constructed on said lot will not exceed the maximum site coverage restrictions of the zoning bylaw in effect when the lot was created or, if no such restrictions applied, coverage of buildings shall not exceed 35% of said lot for lots between 10,000 square feet and 15,000 square feet and 25% for lots over 15,000 square feet;
- (3) Said lots are buildable under other applicable provisions of the lot ...

Table 2 Area Regulations

District	Use	Lot Area	Lot Frontage	Front	Side	Rear
CH-1	Single-family dwelling		40,000	150	25	20
	[NEW] Two-family dwelling		40,000	150	25	20
	Any other permitted use		20,000	100	25	10

(C) GUESTHOUSES

325-2. Word usage and definitions.

GUESTHOUSE. A building in which living space, with or without common cooking facilities, is let for compensation to four or fewer persons, but not including a hotel or motel.

325-39. Off-street parking schedule.

Residential Uses

Lodging house, hotel, motel, inn, guest house, bed and breakfast 1.25 per guest room or suite

Table 1, Use Regulations

Paragraph I – Residential Uses

	RM	RH-1	RH-2	CV	CH-1	WR	
5	Guest houses	S	P	P	P	P	S

Table 2, Area Regulations

District

Use Lot Area

(square feet) Lot Frontage

(contiguous feet) Front

(feet) Side

(feet) Rear

(feet)

RM	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20
RH-1	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20
RH-2	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20
CV	Guest house	40,000 plus 2,000 per rental unit	150	25	10	10
CH-1	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20

Explanation: Proposed amendments include (A) construction signs, (B) two-family dwellings in the CH-1 District, and (C) guesthouses.

(A) Sign amendments in 2009 removed any reference to construction signs, and the current Code of the Town of Harwich does not permit construction signs. The proposed by-law will re-establish language from an earlier version of the Zoning By-Law.

(B) Although two-family dwellings are allowed in the Commercial Highway 1 (CH-1) District by Special Permit (S), two other pertinent sections of the Zoning By-Law omit any reference to them. In Table 2, minimum lot area for single-family dwellings in the CH-1 District is 40,000 sq. ft. while minimum lot area for “any other permitted use” is only 20,000 sq. ft. Typically “any other permitted use” refers to non-residential uses. The proposed by-law amendment will treat two-family dwellings the same as single-family dwellings rather than as non-residential uses. A similar by-law amendment for Section 325-7 C will allow existing lots to be used for two-family dwellings along with other permitted single-family and non-residential uses.

(C) In most residential districts, the Zoning By-Law allows one single-family dwelling per 40,000 square feet. Current options for additional residential use of a property include an “accessory building, residential – with bedrooms” or a “single-family dwelling with accessory apartment”, both requiring a special permit. The current definition of “guesthouse” appears to allow another residential option for “a building in which living space, with or without common cooking facilities, is let for compensation to four fewer or fewer persons, but not including a hotel or motel.” There does not appear to be a current restriction on the number of guesthouses that may be built per lot. The proposed by-law amendment closes that apparent loophole by removing “guesthouse” from the list of uses. Buildings to be let for compensation still include lodging house, bed-and-breakfast, inn, motel and hotel.

FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED. THIS AMMENDMENT FIXES A COUPLE OF SMALL HOUSEKEEPING AREAS OF THE ZONING BY-LAW AND RESRICTS THE NUMBER OF GUEST HOUSES THAT CAN BE BUILT ON A PROPERTY. VOTE: YES-6, NO-0.

AMEND THE HARWICH HOME RULE CHARTER – ESTABLISH A CHARTER ENFORCEMENT COMMISSION

ARTICLE 55: To see if the Town will vote to propose the following amendment to the Harwich Home Rule Charter, to be approved by the voters at the next annual Town election, and to act fully thereon. By Petition.

Chapter 6, Section 9: The Charter Enforcement Commission

6-9-1 There shall be a charter enforcement commission consisting of five members and elected for three-year overlapping terms so arranged that the term of at least one member shall expire each year.

6-9-2 A vacancy on the commission may be filled by the remaining members of the commission, but only until the next annual election when a new member can be elected to fill the unexpired term.

6-9-3 The commission shall take action only after receiving a written petition filed by a voter or voters alleging a violation of this charter by reason of an act or failure to act of any individual(s)

or board serving in an elected or appointed capacity, including any employee of the Town of Harwich.

6-9-4 The petition shall state the specific section of this charter which is subject of the violation, the individual(s) or board responsible for the violation, and the act or failure to act resulting in the violation.

6-9-5 The petition shall be filed by delivery to the town clerk, who shall note the date of its receipt on the petition and mail a copy to each member of the commission within one week of its receipt.

6-9-6 Within three weeks of the receipt of a petition by the town clerk, the chairman shall set a time and date for the hearing, and shall mail notice of the hearing to the town clerk who shall post and publish the notice, and to the petitioner and the individual(s) or board named in the petition. The hearing date shall be not less than three weeks nor more than eight weeks from the date of the receipt of the petition by the town clerk.

6-9-7 At the hearing the commission shall allow any person to address the commission as to the merits of the petition.

6-9-8 Within three weeks of the hearing, the commission shall vote whether there has been a violation of this charter as alleged in the petition, and shall mail a notice of its vote to the town clerk, who shall post a copy of the vote for a period of four weeks, and to the petitioner and the officer or board named in the petition.

6-9-9 If the commission shall vote that there has been a violation of this charter as alleged by the petition, and if following its vote there continues to be a violation, the commission may file a petition with the Superior Court.

6-9-12 The town shall establish a fund to enable the commission to pay the costs and expenses, including fees for independent attorney(s), fees related to the filing of a complaint with the Superior Court and other reasonable expenses as may from time to time be required in order to fulfill the responsibilities of the Commission.

6-9-13 Sections 6-9-3 through 6-9-11 shall not limit the right to seek enforcement of this charter as otherwise provided by law.

6-9-14 This amendment will be in effect on the first day of July following adoption by voters; and the selectmen, town clerk, board of registrars and other elections officers will include the election of the five Charter Enforcement Commissioners in the next following annual town election, at which time two members will be elected for three year terms; two for two year terms, and one for a one year term. Annually thereafter, at the annual town election, there shall be elected commissioners to fill the positions whose terms are about to expire, each to be elected to terms of three years.

6-9-15 Upon certification of the initial election of the five Charter Enforcement Commissioners, the Town Clerk shall within 30 days call the first meeting of the Commission for purposes of organization. The Commission will choose from its membership a Chairman, Vice Chairman and Clerk.

6-9-16 Within 90 days of the initial organizational meeting, the Commission will adopt, by vote of at least three of the five members, Rules of Procedure which may thereafter from time to time, be amended by majority vote.

THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE INDEFINELY POSTPONED. THE FINANCE COMMITTEE BELIEVES THE SYSTEMS IN PLACE AT THE PRESENT TIME ARE SUFFICIENT WITHOUT STARTING A NEW PARALLEL SYSTEM AT ADDITIONAL EXPENSE. WE BELIEVE THE CREATION OF A CHARTER ENFORCEMENT COMMISSION WILL ULTIMATELY HAVE A CHILLING EFFECT ON THE NUMBER OF APPLICANTS FOR TOWN POSITIONS, BOARDS, COMMITTEES, AND COMMISSIONS, AS WELL AS ELECTED POSITIONS.

VOTE: YES-6, NO-0.

ENACT A GENERAL BY-LAW – DEMOLITION OF RESIDENTIAL BUILDINGS

ARTICLE 56: To see if the Town will vote to enact a General By-Law as follows:

DEMOLITION OF RESIDENTIAL BUILDINGS

No Town funds shall be appropriated or otherwise made available through a grant agreement with a private party or public entity for an affordable housing project for the Judah Chase House and or barn located at 97 Route 28 in West Harwich unless the Board of Selectmen first enters into a grant agreement which prohibits the grant recipient from demolishing any building or subdividing the property. Furthermore, no such funds shall be made available to a private or public affordable housing entity for a project that will in any way jeopardize, compromise, or destroy the historic fabric of any building or structure on the site, nor compromise, divide, or partition the land on which they stand, or to act in any manner thereon. By Petition.

THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE INDEFINITELY POSTPONED AS IT TARGETS A SINGLE PRIVATE HOME WITH FINANCIAL RESTRICTIONS WITHOUT CAUSE. VOTE: YES-6, NO-0.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen 

From: Christopher Clark, Town Administrator

Cc: Andrew Gould, Finance Director/Town Accountant

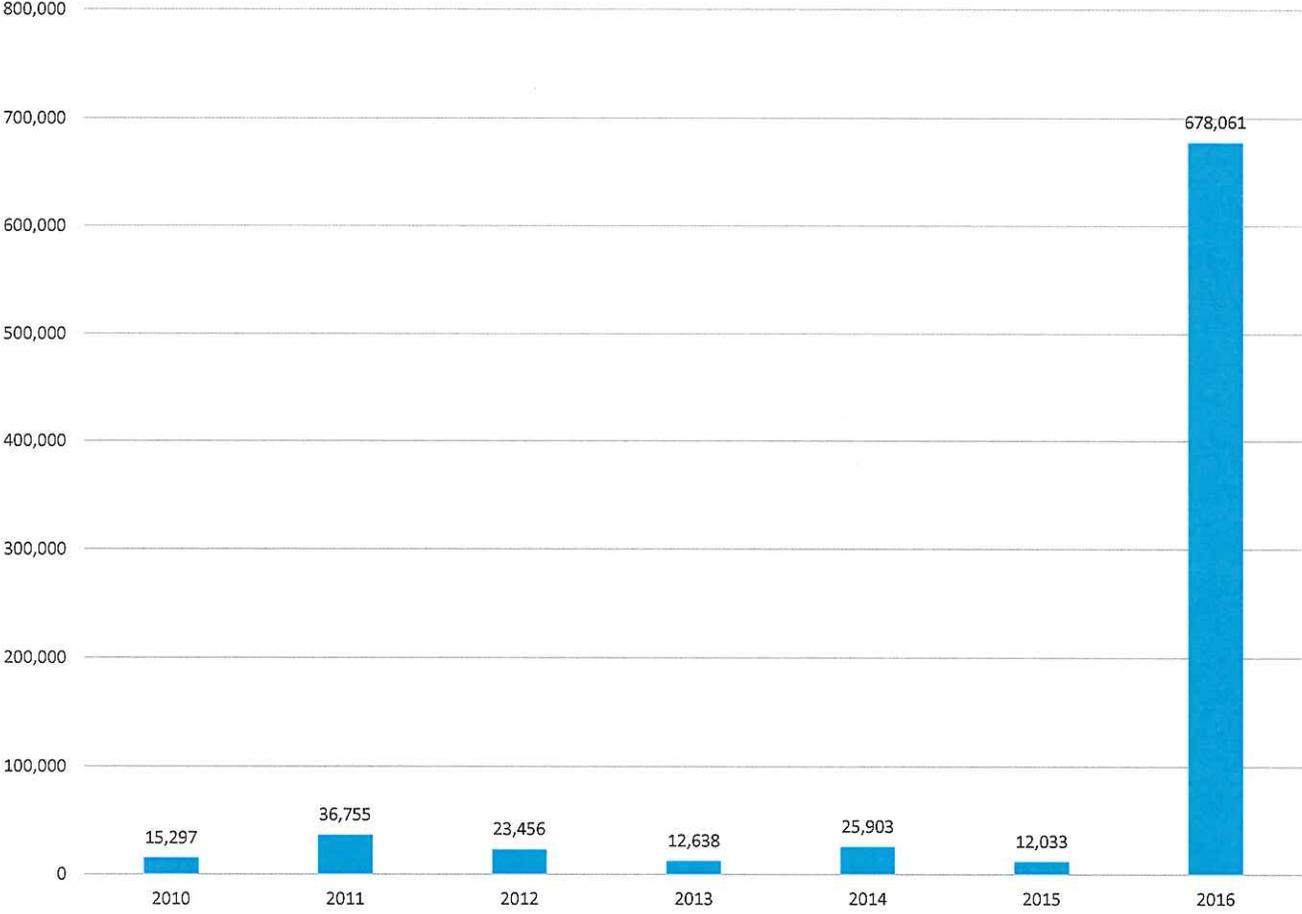
Re: Calculation of the FY 16 tax rate

Date: April 7, 2016

During the calculation of the FY 16 tax rate, when the data was input into the state system, the system reported back to a \$500,000 shortfall due to CPC funds allegedly being used to offset the general fund. When this message came back, the Finance Director wanted to ensure that our tax rate would be set and our bills would be able to go out. Knowing that our projections on local receipts had some latitude in it beyond the Board's policy of 10 to 15%, increased the local receipts by \$500,000. Upon a final review, of setting the tax rate with Department of Revenue officials the CPC funds were used to offset CPC expenses and not the general fund. The system had to place the now \$500,000 surplus somewhere so it defaulted to the tax rate. This had the impact of dropping the tax rate from \$9.21 down to \$9.07. Proposition 2 ½ obviously has its limits and when local receipts are used to offset property tax then excess levy capacity is created. I've attached a chart that was shown during the presentation of the budget message that FY 16 posts tax recapitulation shows a \$678,000 capacity. In simplest terms, when setting the FY 17 tax rate or future tax rates a portion or all of the \$678,000 capacity could be used in FY 17 or a portion can be used leaving additional amounts available for FY 18 and beyond. Historically, the Town has not had excess levy capacity available to it.

Because local receipts in certain areas have been growing significantly, no significant impact should be felt. It is, however, possible that free cash certification in FY 17 may be reduced. The FY 16 free cash was certified at over \$4 million whereas our projected targets are just over \$1 million. I would anticipate that we will be back closer to our targets as I have already indicated previously that the free cash certified in FY 16 had approximately \$2 million in one-time benefits.

Excess Levy Capacity



Harwich Free Cash Certified - General Fund

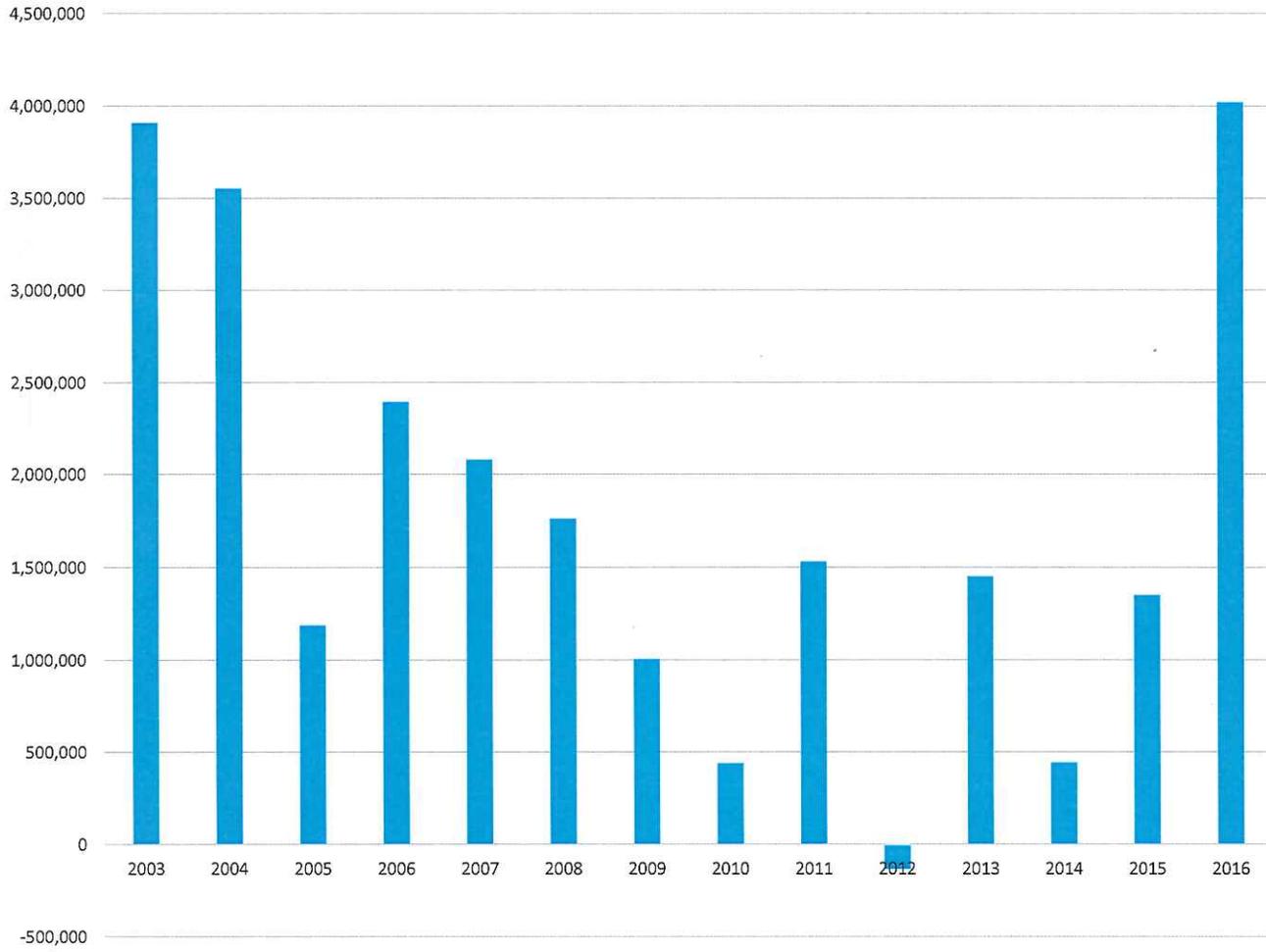


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 - Geologic Borehole Logs
 - Immediate Response Action Completion Report by KEY Environmental Services, Inc., dated January 18, 1998
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1.0 Executive Summary

1.1-1.2 Purpose/Introduction, Scope of Services/Methodology, Findings

This report presents the results of the Phase II portion of an Environmental Site Assessment (ESA) performed by BENNETT ENVIRONMENTAL ASSOCIATES, INC. (BEA) on behalf of Bob Cafarelli of the Town of Harwich Engineering Department. The Phase I was completed to address the Recommendations made by BEA in the December 14, 2010 Phase I Environmental Site Assessment (ESA) with Limited Physical Testing for the Subject Property at 5 Bells Neck Road in Harwich, MA. The Findings of the Phase I report identified numerous Potential Environmental Conditions (PECs) including 1) a metal object off the northeast corner of the building which could not be identified, 2) the hydrologically upgradient presence of a cemetery directly abutting the Subject Property to the south, 3) the presence of a hydrologically downgradient property [Pinewood Village Condominiums (PVC)] which has asserted Downgradient Property Status (DPS) for the presence of chlorinated solvents, as well as petroleum, in their former public water supply well and on-site monitoring wells, and 4) the hydrologically upgradient presence of a known active Disposal Site for the release of chlorinated solvents as related to former on-site dry cleaning operations. A Historic Recognized Environmental Condition (HREC) was also identified as associated with the documented migration of a solvent plume through the area of the Subject Property [Refer to "Site Investigation Report – Harwich PCE/TCE Study Area" prepared by SAIC Engineering, Inc. (SAIC) and dated March 2003 in Appendix B].

Based on the aforementioned PECs and HREC, BEA recommended the further investigation and identification of the metal object off the northeast of the subject building, a file review at the MA DEP relative to the DPS filed for PVC and the sampling of select existing wells at PVC for volatile organic compounds (VOCs) in review of current environmental conditions, and the installation and sampling of a monitoring well couplet at the Subject Property for VOCs and formaldehyde impacts.

On January 18, 2011, BEA conducted a file review at the MA DEP Southeast Regional Offices in Lakeville, MA. Files reviewed were associated with the downgradient Site at Pinewood Village Condominiums and included an "Immediate Response Action (IRA) Completion Report" prepared by KEY Environmental Services, Inc. (KES) dated January 18, 1998, "Supplemental IRA Completion Report" prepared by KES dated August 18, 1998, and "Downgradient Property Status Opinion" prepared by KES dated February 16, 1998. A report titled "Site Investigation Report – Harwich PCE/TCE Study Area" prepared by SAIC Engineering, Inc. (SAIC) and dated March 2003 was also provided for review [Refer to Appendix B].

Data reviewed in these reports was used in determining which of the existing PVC monitoring wells to sample in review of current environmental conditions in this downgradient location. Based on the historical report of chlorinated solvent impacts in the existing MW-1, screened at 50' below grade surface (bgs) and located some 52'(+/-) to the northeast, this monitoring well was selected for VOCs analysis. In addition, based on its near proximity to the Subject Property, as some 16' off the northeast corner of the subject building, MW-5, screened at 30' bgs, was also selected for VOCs analysis.

The Subject Property was properly marked out and cleared for utilities by Dig Safe and on January 27, 2011 BEA was joined on-site by Jenkins Well Drilling to conduct test borings (TB) and install two monitoring wells [BEA-1S (shallow) and BEA-1D (deep)]. The location of the test borings was based on the assumed northeasterly groundwater flow direction, as downgradient of the documented release at Dennisport Automatic Coin Laundry, and upgradient of formerly documented groundwater impacts at PVC. This location was also in near proximity to the southerly abutting cemetery in review of groundwater impacts from embalming fluids.

Test boring TB-1/BEA-1S was advanced to a depth of 21' below grade surface (bgs), while TB-1/BEA-1D was advanced to a depth of 46' bgs. A soil sample was collected at the final depth of BEA-1D. The sample was placed in 250-mL glass jar and sealed with aluminum septa. The jar was agitated to develop organic vapors and the soil sample was screened in the field with a photoionization detector (PID) for total organic vapors (TOV) by "jar headspace" method as consistent with the MA DEP "Interim Soils Policy..." WSC 94-400. The soil samples reported a TOV concentration of 2.5 ppmv. With groundwater encountered at 12' bgs, a 10' PVC screen was set at 21' bgs at monitoring well BEA-1S, while a 10' screen was set at 46' bgs at BEA-1D.

On January 28, 2011 the newly installed monitoring well couplet (BEA-1S/D) as well as MW-1 and MW-5 at Pinewood Village Condominiums was developed, purged and sampled for VOCs via Method 8260B. BEA-1S was also sampled for formaldehyde in review of potential groundwater impacts from the adjacent cemetery and total petroleum hydrocarbons (TPH) in review of the historical presence of TPH reported at PVC. Each of the samples was field preserved with ice in a cooler and submitted to Groundwater Analytical Laboratories, Inc. on a priority turnaround for MA Certified analysis.

While on site, the aforementioned metal object identified off the northeast corner of the subject building was investigated. Upon further review, a metal tank was discovered beneath the building. Physical evidence indicates that the tank pre-dated the centralized plumbing of the building and that the vessel was intentionally located below the area of the bathrooms and sinks as a septic appurtenance. Additionally, the construction of the vessel is typical of a metal septic tank, rather than a fuel storage tank. What appeared to be the remnants of a second tank were also noted to the east of the vessel. A portion of this second tank extended beyond the foundation wall. It was noted that the metal object observed off the chimney at the northeast corner of the building was associated with a porthole to the secondary tank.

A 1' composite soil sample was collected off the east end of the bottom of the primary tank [BOT(E)] for field screening. In addition, a hand boring (HB-3) was conducted outside the adjacent north foundation wall to some 13' bgs, with groundwater encountered at 12' bgs. While field screening indicated no significant impacts with all TOV concentrations ≤ 0.5 ppmv, in order to fully qualify any significant impacts associated with the existing and/or former tanks, soil samples BOT(E)@1' and HB-3:10-12' were prepared, as was a Tank Sludge sample as representing the current contents of the existing vessel, and

forwarded to Groundwater Analytical for confirmatory total petroleum hydrocarbon (TPH) analysis.

Laboratory analysis dated February 4, 2011 reported a TPH concentration of 76mg/Kg in the Tank Sludge sample, identified as within the lubricating oil range. The HB-3:10-12' and the BOT(E) @1' soil samples reported TPH as below the reporting limit (BRL) of the analyses. Both the reported TPH concentration in the sludge and the reporting limits for HB-3:10-12' and BOT(E)@1' are well below the applicable RCGW-1 Reportable Concentrations and the GW-1 Method 1 – Risk Characterization Standards. As such, none of the soil or sludge samples submitted represent a material threat of release to the property, nor notification nor remedial response liability for the property owner.

Laboratory analysis reported chlorinated solvents impacts exceeding the applicable RCGW-1 and GW-1 Method 1 Standards in groundwater at BEA-1D with tetrachloroethylene (PCE) at a concentrations of 260ug/L and trichloroethene (TCE) at 25ug/L. No VOCs, formaldehyde nor TPH impacts were reported in monitoring well BEA-1S. This data documents that the chlorinated solvent impacts are present in the deep aquifer but not in the shallow aquifer, indicating the source as being some distance from the Subject Property. Furthermore, this data absolves any potential impacts associated with the abutting cemetery or any significant petroleum-related impacts from the tanks identified beneath the subject building or from an off-site source. PCE was reported at a concentration of 9ug/L, as exceeding the RCGW-1 and Method 1 GW-1 standard of 5ug/L, in MW-1 located at the PVC property. No groundwater impacts were reported in the VOCs testing at the PVC monitoring well MW-5. As such, it is noted that the chlorinated solvent impacts documented in 1997 persist at concentrations above the RCGW-1 and Method 1 GW-1 standards at the northerly and easterly abutting property as well as the Subject Property, as attributed to RTN 4-12832. It should be noted that, wherein the subject building is boarded up and vacant with no utility service, no current exposure pathways exist and no Imminent Hazard conditions are present for the Subject Property.

1.3 Findings

In communications with Mr. John Handrahan of the MA DEP, it has been confirmed that Release Notification liability is not warranted under 310 CMR 40.0317(16), wherein release notification has been provided to the Department for the Disposal Site as the identified source, a response action is being undertaken, and the groundwater impacts identified at the Subject Property are consistent with those for which notification has previously been made to the Department [Refer to Appendix B].

Furthermore, the Department has confirmed that the Town is not required to file an Assertion of Downgradient Property Status (DPS) to be afforded the liability protections under the MA General Law, Chapter 21E, Section 5D, wherein 1) groundwater impacts were released from an upgradient source (Dennisport Automatic Coin Laundry is the sole identified Potentially Responsible Party (PRP) upgradient of the Subject Property), 2) the Town did not and does not own or operate the Site from which the source of the release originated, 3) the Town has complied with the notification requirement in accordance with 310 CMR 40.0317(16), and 4) the Town will provide reasonable access to the Subject

Property, take reasonable steps to prevent exposure to groundwater impacts and/or Imminent Hazard conditions, will not reasonably impede or interfere with the performance of response actions, and will not exacerbate the release [Refer to Appendix B].

1.4-1.5 Conclusions/Recommendations

- The Town of Harwich is categorically not liable for response action costs in the absence of filing a full Assertion of Downgradient Property Status. BEA does recommend, however, that the Environmental Site Assessment (ESA) reports prepared by BEA be forwarded to the MA DEP to document our discussion with the Department relative to regulatory procedures under the MCP and to frame these apparent protections afforded under Chapter 21E.
- The presence of chlorinated solvent impacts over a large area of West Harwich has long been identified and attributed to the Dennisport Automatic Coin Laundry Site, for which a number of DPS filings have already been made. Mr. Handrahan has indicated that the MA DEP would investigate the responsibility of the identified Responsible Party to monitor exposure risks and cleanup under their Remedial Response Performance obligations and to consider the validity of claims for secondary sources. In the interim, BEA recommends Level 3, Ambient Air Quality testing within the existing structure at the Subject Property to evaluate any potential Imminent Hazard or Significant Risk of organic vapor entry into the building or future structures if site redevelopment or reoccupancy is intended within the next 12 month.

****Massachusetts General Law, Chapter 21E, states that the property owner may be legally and financially liable for the presence of any hazardous material or petroleum product present on their property, in the groundwater beneath their property, or in subsurface materials. The owner of the property on which the release has occurred is legally required to notify the Massachusetts Department of Environmental Protection about the discovery of such materials in excess of the prescribed concentrations or quantities and contract a Licensed Site Professional to supervise remedial response actions.**



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor



RICHARD K. SULLIVAN JR.
Secretary

KENNETH L. KIMMELL
Commissioner

February 10, 2012

James R. Merriam, Town Administrator
Town of Harwich
732 Main Street
Harwich, Massachusetts 02184

RE: HARWICH
RE: 5 Bells Neck Road
Request for Regulatory Guidance

Dear Mr. Merriam:

The Massachusetts Department of Environmental Protection, Bureau of Waste Site Cleanup (MassDEP) sends this letter to you in response to your request for regulatory guidance relative to groundwater contamination identified at property owned by the Town of Harwich (Town) located at 5 Bells Neck Road in Harwich (the Town Property). In addition, you have requested information on the status of response actions being conducted under the Massachusetts Contingency Plan (MCP) at the Dennisport Automatic Coin Laundry, 13 Hall Street, Dennis, Release Tracking Number [RTN] 4-0012832 (the Laundry Site) and information relative to the potential risks associated with exposure to the citizens of Harwich from contamination at the Town property and the potential impacts to natural resources in the area.

Historically, (since 1997) MassDEP has overseen response actions performed under the MCP by others and has conducted publicly-funded response actions to address groundwater contamination identified in the vicinity of the Town Property. This contaminated groundwater has been determined to be migrating from a release that occurred at the Laundry Site which is located approximately 2,000 feet southwest (upgradient) of the Town Property. Chlorinated solvents, including but not limited to tetrachloroethylene (PCE) and trichloroethylene (TCE) were released at the Laundry Site and have impacted the groundwater. A plume of groundwater contaminated with PCE and TCE is migrating in a northeasterly direction from the Laundry Site, ultimately discharging into the Herring River near the intersection of Smith Street and North Road.

POTENTIAL LIABILITY

The Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c. 21E, Section 5, makes current owners or operators of a site from or at which there is or has been a release or threat of release of oil and/or hazardous material liable for response action costs. Therefore, since contamination has come to be located on the Town property, the Town of Harwich has liability under M.G.L. c. 21E, and the Town can be considered a Potentially Responsible Party (PRP). However, MassDEP recognizes that the owners of property that has been impacted by contamination from an upgradient or upstream source, although strictly liable under M.G.L. c. 21E, may not be able to meet the requirements of the MCP because they do not control the source of contamination. To address this, MassDEP has established Downgradient Property Status (DPS) provisions to allow property owners in this circumstance the ability

to provide MassDEP with information demonstrating that contamination on their property is coming from an upgradient property. If a PRP receives a Notice of Responsibility (NOR) from MassDEP for the contamination on their property and the recipient of the NOR can demonstrate that the contamination is solely coming from an upgradient/upstream source, a DPS Submittal in accordance with the MCP could be made to MassDEP. As soon as this submittal is received by MassDEP, the DPS becomes effective. Deadlines for Tier Classification and Comprehensive Response Actions under the MCP and the assessment of annual compliance fees (ACFs) are suspended.

Since MassDEP did not issue a NOR to the Town for the contamination at the Town Property, the Town is not required to provide a DPS submittal to MassDEP. However, there may be reasons for the Town to voluntarily file a DPS submittal. Please note that a one-time fee of \$1,000 must accompany any DPS Submittal to MassDEP.

Downgradient Property Status includes requirements for downgradient property owners to follow to maintain compliance with this status. These requirements are outlined below. Failure to comply with these requirements may result in the termination of Downgradient Property Status.

REQUIREMENTS FOR DOWNGRADIENT PROPERTY STATUS

The general requirements for establishing and maintaining Downgradient Property Status are as follows:

- Downgradient property owners/operators must comply with MCP notification requirements;
- Downgradient property owners/operators must submit a Licensed Site Professional Opinion indicating that the source of contamination is located upgradient or upstream of the property and, through groundwater migration or surface water, has come to be located at the downgradient property;
- Downgradient property owners/operators must certify that they have not contributed to the release, nor done anything to make release conditions worse;
- Downgradient property owners/operators must certify that they have no affiliation with the upgradient property owner(s)/operator(s) who may have been the owners/operators of the source of the release;
- Any prior response actions taken by the entity filing the DPS Submittal must have been performed in compliance with the requirements and procedures in M.G.L. c. 21E and the MCP;
- Entities providing a Downgradient Property Status Submittal to MassDEP must use a Downgradient Property Status transmittal form; provide a copy of the Downgradient Property Status Submittal to abutting upgradient and downgradient property owners/operators, and to any owner(s)/operator(s) known or suspected to be a source of the release; and inform local officials of the availability of the Downgradient Property Status Submittal; and
- Downgradient property owners/operators must provide reasonable site access to persons conducting response actions in order to maintain Downgradient Property Status.

Although one of the requirements listed above is to comply with the notification requirements of the MCP, notification is not required for the contamination detected on the Town Property pursuant to 310 CMR 40.0317(16) since the contamination is related to and consistent with the types, nature, exposure potentials and quantities of the contaminants associated with the release at the Laundry Site for which notification has previously been provided to MassDEP.

However, the Town must comply with the MCP notification requirements if new environmental conditions that require Notification pursuant to 310 CMR 40.0300 at the Town Property, (i.e. Releases Which Require Notification Within Two Hours or 310 CMR 40.0313, Releases Which Require Notifications Within 72 Hours) are discovered.

STATUS OF RESPONSE ACTIONS

The Laundry Site has had two documented releases of oil and /or hazardous materials, a release of chlorinated solvents (RTN 4-12832) and a release of petroleum (RTN 4-22941). A description of each release is provided below:

Petroleum Release (RTN 4-0022941): On September 30, 2010, a 0.125-inch thick layer of non-aqueous-phase liquid (NAPL) was measured in monitoring well MW-4(l). The NAPL was later identified as a petroleum product. Based on the configuration of the monitoring well in which the NAPL was measured, pump-tests of the well and groundwater quality testing in this and other wells in the area, it was concluded that the NAPL entered the monitoring well from a release on the ground surface in the vicinity of the well. It was observed that the parking lot was seal-coated prior to the gauging event in which the NAPL was discovered.

The NAPL was removed and a Class B-1 Response Action Outcome (RAO) was submitted to MassDEP. A Class B-1 RAO applies to sites where remedial actions have not been conducted because a Level of No Significant Risk exists and an Activity Use Limitation is not necessary to maintain a level of No Significant Risk. MassDEP is currently conducting an audit of the Class B-1 RAO submittal to ensure that the response actions were conducted following the requirements of the MCP:

Chlorinated solvent release (RTN 4-0012832): On February 11, 1997, MassDEP issued a Notice of Responsibility (NOR) to the Dennisport Coin Operated Laundry for a release PCE and TCE to the groundwater in the vicinity of the Laundry. Extensive hydrogeologic assessments, including assessment activities conducted by MassDEP, delineated an area of contaminated groundwater extending from the Laundry property to the Herring River along the eastern boundary of the Town of Harwich. During these assessment activities, an attempt was made to identify sensitive receptors such as private water supply wells and occupied residential dwellings and schools at which the indoor air may be impacted by the contaminated groundwater. At the time of the assessment, no impacted sensitive receptors were identified.

On April 20, 2006, a Class C-1 RAO was submitted to MassDEP for the Laundry Site. A Class C-1 RAO applies to any disposal site where, after the Identification, Evaluation and Selection of Comprehensive Remedial Action Alternatives, a condition of No Substantial Hazard exists and it is concluded that response actions to achieve a Permanent Solution are not technically and economically feasible. A condition of No Substantial Hazard means a level of control of each identified substance of concern at a site or in the surrounding environment such that no such substance of concern shall pose a significant risk of harm to health, safety, public welfare or the environment if it continued to be present for several years. MassDEP is currently conducting an audit of the Class C-1 RAO submittal to ensure that the RAO submittal complies with the requirements of the MCP.

A Notice of Audit was issued to the owner of the Laundry Site on January 3, 2012. Copies of the Notice of Audit Findings letters will be sent to the Town of Harwich Chief Municipal Officer and Board of Health upon completion of the audits.

POTENTIAL RISKS TO HUMAN HEALTH AND THE ENVIRONMENT

The releases of chlorinated solvents and petroleum at the Laundry Site could only pose a risk to human health if people were exposed to the contamination. The potential exposure routes for volatile organic compounds released to the groundwater are through drinking water or through the impact to indoor air of occupied buildings.

The extent of the petroleum released at the Laundry Site was localized and does not impact drinking water or indoor air of occupied buildings. The area of groundwater contaminated with PCE and TCE is not within a Zone II for a Public Water Supply Well, therefore there is no potential impact to any Public Water Supply Wells. An inventory of private water supply wells was compiled as part of the assessment activities conducted by MassDEP and no private drinking water supply wells were identified within the contaminant plume. Irrigation wells were identified within the areal footprint of the groundwater plume. It is unclear from the information submitted to MassDEP whether the irrigation wells are screened to intercept contaminated groundwater. However, since solvents readily volatilize and disperse, the use of these irrigation wells would not likely pose a risk.

The potential impact to indoor air through vapor intrusion was also evaluated as part of the assessment activities conducted by MassDEP. Throughout most of the area where the groundwater is impacted by chlorinated solvents, the contamination is at depth within the aquifer, with a clean groundwater lens above the contaminated groundwater. This clean groundwater lens prevents volatile organic compounds, such as PCE and TCE from impacting indoor air.

As the contaminated groundwater migrates towards Herring River, the contaminated groundwater rises as groundwater discharges to the river and the shallow portion of the aquifer becomes impacted (the clean lens no longer exists). Therefore, in the area around the Herring River (primarily along North Road and Smith Street), indoor air samples were collected from several residences to evaluate the potential impact. At that time it was determined that there was no impact to the indoor air of residences within this area of groundwater contamination.

MassDEP will review more current information during the audits conducted on the Laundry Site to confirm that private drinking water supply wells and the indoor air at occupied residential dwellings is not being impacted by this release.

Please contact me at (508) 946-2871 or Jan Drake at (508) 946- 2841 if you have any questions related to this letter.

Sincerely,



Leonard Pinaud, Chief
State & Federal Site Management Section
Bureau of Waste Site Cleanup

P/JD/lg

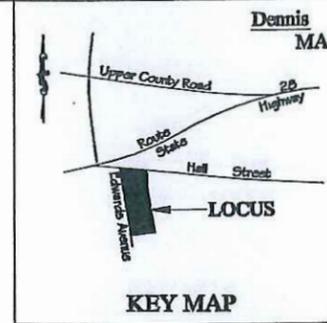
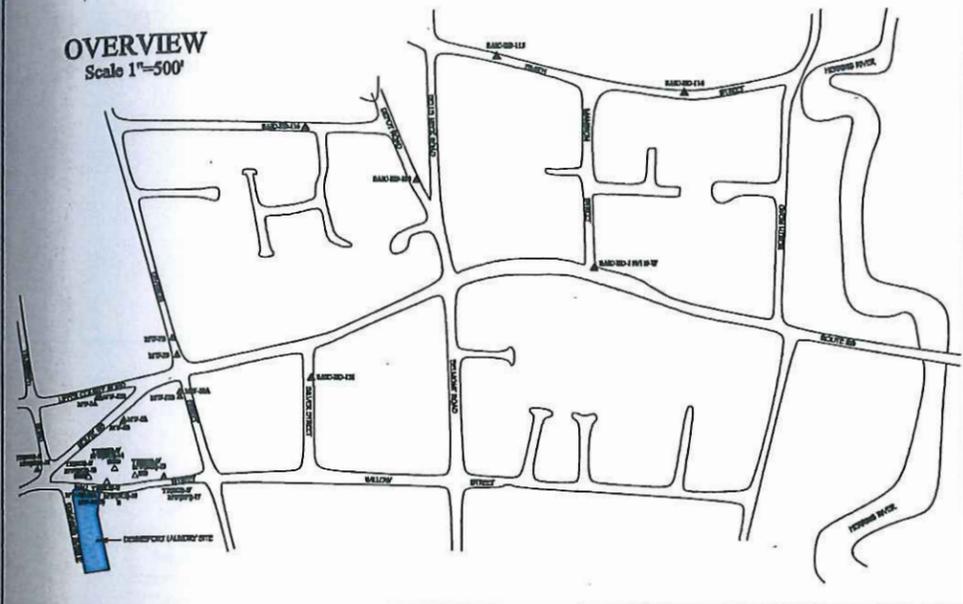
W:\BWSC\Document_Archive\Town of Harwich Request for Regulatory Guidance.02-10-2012

cc: Millie Garcia-Serrano, BWSC Deputy Regional Director

Gerard Martin, Chief, Compliance and Enforcement Section

Jan Drake, Project Manager

OVERVIEW
Scale 1"=500'



LEGEND

- ▲ MW Existing Monitor Well
- △ Groundwater Vertical Profiling Location
- S Shallow Well 10'-20' BGS
- I Intermediate Well 20'-35' BGS
- D Deep Well 35'+ BGS

GROUNDWATER WELL GAUGING SHALLOW WELLS

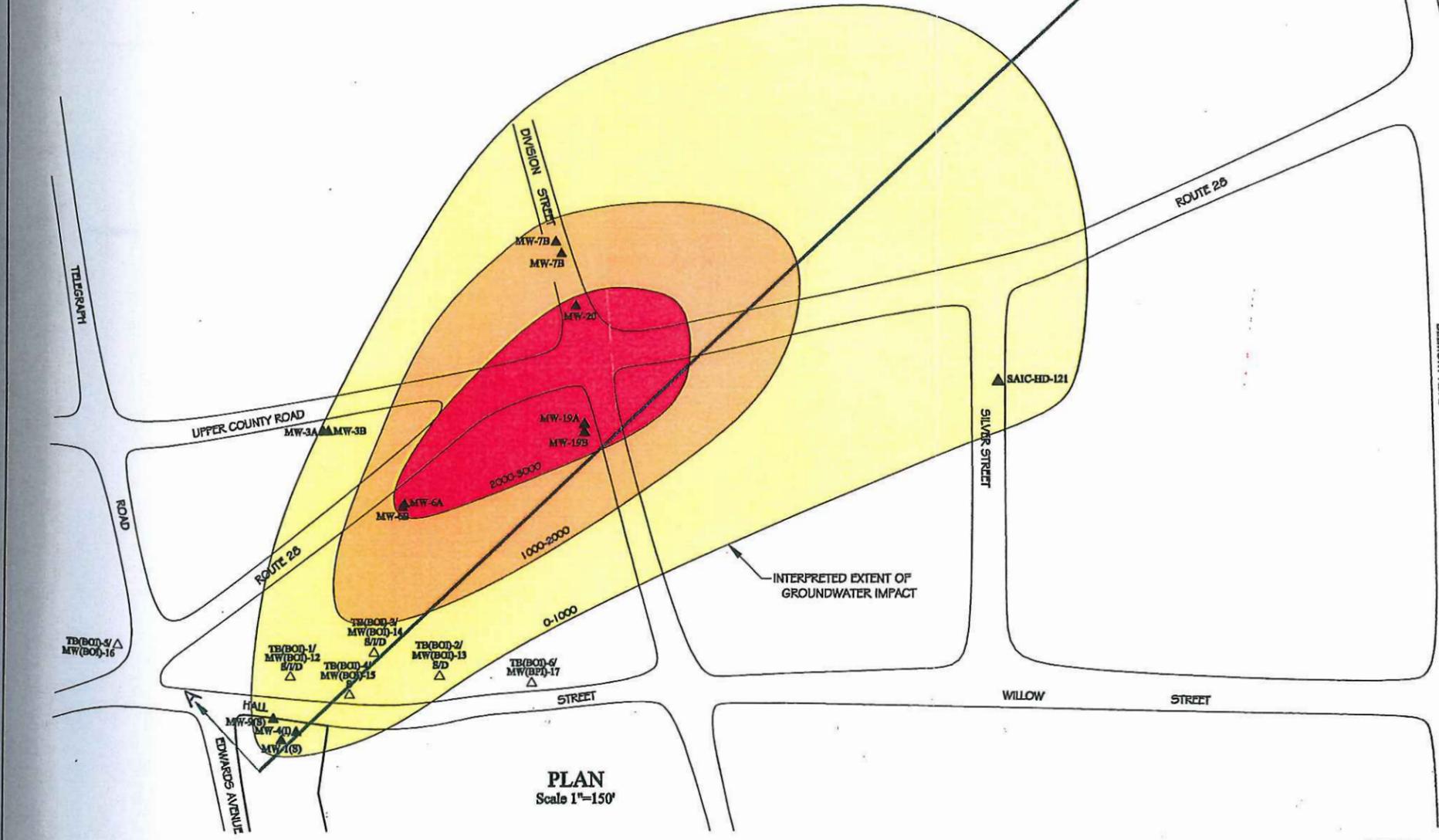
DATE COLLECTED	TIME	DATE VIA	WELL	T.O.C.	D.V.C.	E.W.L.	FLOW VECTOR
MW-1	09.09	6.85	02.24	N 15° E			
MW-5	09.01	7.19	02.02	(15°)			
MW-6	09.09	6.76	02.23				
MW-7	08.03	6.16	02.27				
MW-8	09.07	6.09	02.27				
MW-9	08.08	6.50	02.18				
MW-12	08.09	6.56	02.23				
BOE-12	07.09	5.43	02.16				
BOE-13	07.08	5.73	02.15				
BOE-14	08.07	5.89	02.18				

GROUNDWATER WELL GAUGING INTERMEDIATE WELLS

DATE COLLECTED	TIME	DATE VIA	WELL	T.O.C.	D.V.C.	E.W.L.	FLOW VECTOR
MW-4	08.03	6.58	02.23	N 14° W			
MW-11	09.08	6.08	02.23	(34°)			
BOE-12	07.05	5.70	02.15				
BOE-14	08.03	5.84	02.16				

GROUNDWATER WELL GAUGING DEEP WELLS

DATE COLLECTED	TIME	DATE VIA	WELL	T.O.C.	D.V.C.	E.W.L.	FLOW VECTOR
MW-10	08.04	6.47	02.27	N 24° E			
BOE-13	08.01	5.87	02.14	(34°)			
BOE-15	07.09	5.77	02.16				
BOE-14	08.03	5.84	02.16				



PLAN
Scale 1"=150'

SHEET 3 OF 3

- REVISED 02/25/05: Added SAIC Monitor Wells and total VOC values; changed scale.
- REVISED 05/10/05: Added Groundwater Gauging from 05/18/05.
- REVISED 04/28/05: Changed location of one proposed monitor well; added address.
- REVISED 03/15/05: Added surrounding property lines; changed three monitor well couplets to single wells; added two addresses and "Town Owned Parking Lot".
- REVISED 12/16/04: Added Groundwater Gauging done 10/29/04; changed interpreted Dissolved Phase Groundwater Impact.

Project: William J. Rogers
Dennisport Automatic Coin Laundry, Inc.
P. O. Box 1225, Dennisport, MA 02639

Title: SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT
13 Hall Street, Dennisport, MA

BENNETT & O'REILLY, INC.
ENGINEERING, ENVIRONMENTAL, & SURVEYING SERVICES
1573 MAIN STREET, P.O. BOX 1667
BREWSTER, MA 02361

DATE	SCALE	BY	CHECK	JOB NUMBER
09/09/04	As Noted	JTW/e	DCB	BO04-4103

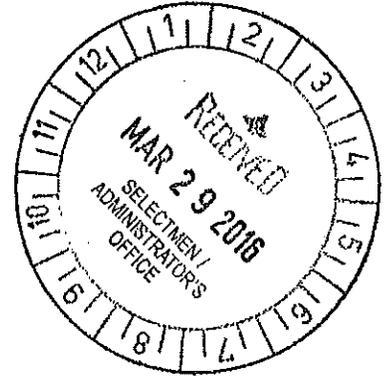
PLANNING BOARD • 732 Main Street, Harwich, MA 02645

ph: 508-430-7511 fax: 508-430-4703



MEMO

To: Peter Hughes, Chairman, Board of Selectmen
From: James P. Atkinson, Chairman, Planning Board
Date: March 29, 2016



*RE: Final Report on Proposed Zoning Code Amendment
Article 47: Proposed Zoning Bylaw Amendments*

On Tuesday, March 22, 2016 the Planning Board held a duly advertised and scheduled public hearing. All members of the public having an interest in the proposed article were welcomed to attend and give comment. There was one member of the public who commented on Section (B). The Board voted unanimously to recommend that Section (A) Construction Signs and Section (B) Two-Family Dwellings in the CH-1 District be adopted at Town Meeting. The Board did not vote to recommend Section (C) Guesthouses.

Respectfully submitted.
Harwich Planning Board

Enc.: one

VARIOUS ZONING BY-LAW AMENDMENTS

ARTICLE ## To see if the Town will vote to amend the Code of the Town of Harwich, Chapter 325 Zoning by striking out language and by adding bold and underlined language as set forth below and to act fully thereon. By request of the Building Commissioner and Planning Board.

Explanation: Proposed amendments include (A) construction signs, (B) two-family dwellings in the CH-1 District, and (C) guesthouses.

- (A) Sign amendments in 2009 removed any reference to construction signs, and the current Code of the Town of Harwich does not permit construction signs. The proposed by-law will re-establish language from an earlier version of the Zoning By-Law.*
- (B) Although two-family dwellings are allowed in the Commercial Highway 1 (CH-1) District by Special Permit (S), two other pertinent sections of the Zoning By-Law omit any reference to them. In Table 2, minimum lot area for single-family dwellings in the CH-1 District is 40,000 sq. ft. while minimum lot area for "any other permitted use" is only 20,000 sq. ft. Typically "any other permitted use" refers to non-residential uses. The proposed by-law amendment will treat two-family dwellings the same as single-family dwellings rather than as non-residential uses. A similar by-law amendment for Section 325-7 C will allow existing lots to be used for two-family dwellings along with other permitted single-family and non-residential uses.*
- (C) In most residential districts, the Zoning By-Law allows one single-family dwelling per 40,000 square feet. Current options for additional residential use of a property include an "accessory building, residential – with bedrooms" or a "single-family dwelling with accessory apartment", both requiring a special permit. The current definition of "guesthouse" appears to allow another residential option for "a building in which living space, with or without common cooking facilities, is let for compensation to four fewer or fewer persons, but not including a hotel or motel." There does not appear to be a current restriction on the number of guesthouses that may be built per lot. The proposed by-law amendment closes that apparent loophole by removing "guesthouse" from the list of uses. Buildings to be let for compensation still include lodging house, bed-and-breakfast, inn, motel and hotel.*

(A) CONSTRUCTION SIGNS

325-29 Additional requirements for specific signage.

G. [NEW] Construction Signs. One (1) temporary wall or ground sign not more than eight (8) square feet indicating the construction, remodeling or rebuilding of a certain structure for a permitted use shall be allowed on the parcel on which the structure is located. The sign shall not be illuminated and shall be removed immediately upon final inspection.

(B) TWO-FAMILY DWELLINGS IN THE CH-1 DISTRICT

325-7 C. Existing lots in a CH-1 District which complied at the time of layout with applicable provisions of zoning bylaws, if any, may be used for single-family residential purposes as set forth above and may be used for **[NEW] two-family residential purposes and** nonresidential purposes as established in the Table of Use Regulations provided that:

- (1) Said lots have 100 feet of frontage and 10,000 square feet of area;
- (2) The buildings to be located thereon are set back at least 10 feet from side and rear lot lines and at least 25 feet from street lot lines and the buildings to be constructed on said lot will not exceed

- the maximum site coverage restrictions of the zoning bylaw in effect when the lot was created or, if no such restrictions applied, coverage of buildings shall not exceed 35% of said lot for lots between 10,000 square feet and 15,000 square feet and 25% for lots over 15,000 square feet;
- (3) Said lots are buildable under other applicable provisions of the lot ...

Table 2 Area Regulations

District	Use	Lot Area	Lot Frontage	Front	Side	Rear
CH-1	Single-family dwelling	40,000	150	25	20	20
	[NEW] Two-family dwelling	40,000	150	25	20	20
	Any other permitted use	20,000	100	25	10	10

(C) GUESTHOUSES

325-2. Word usage and definitions.

GUESTHOUSE. A building in which living space, with or without common cooking facilities, is let for compensation to four or fewer persons, but not including a hotel or motel.

325-39. Off-street parking schedule.

Residential Uses

Lodging house, hotel, motel, inn, ~~guest house,~~ 1.25 per guest room or suite
bed and breakfast

Table 1, Use Regulations

Paragraph I – Residential Uses							
		RM	RH-1	RH-2	CV	CH-1	WR
5	Guest houses	S	P	P	P	P	S

Table 2, Area Regulations

District	Use	Lot Area (square feet)	Lot Frontage (contiguous feet)	Front (feet)	Side (feet)	Rear (feet)
RM	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20
RH-1	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20
RH-2	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20
CV	Guest house	40,000 plus 2,000 per rental unit	150	25	10	10
CH-1	Guest house	40,000 plus 2,000 per rental unit	150	25	20	20

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, *Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen 

From: Christopher Clark, Town Administrator

cc: Susan Johnson, Executive Director, HECH
Vicki Goldsmith, Executive Director, Habitat
Lou Urbano, Resident West Harwich

Re: Resolution Efforts Regarding Development at 93/97 Route 28 W. Harwich

Date: April 7, 2016

The Board of Selectmen held a meeting at the end of February regarding various concerns and projects in West Harwich. A portion of that meeting centered around redevelopment efforts of HECH and Habitat pertaining to 93/97 Main St., Route 28 in West Harwich. In an effort to work towards consensus, Administration scheduled a meeting that was held on Friday, March 11, 2016. Representatives of HECH, the West Harwich neighborhood and Town Administration met to discuss various issues. The general consensus came out of the meeting on the following items:

- Habitat would seek \$300,000 from the Harwich Board of Selectmen toward the purchase of the back acreage of 93/97 Main St. The request for this funding would be used for 4 to 6 affordable housing units.
- HECH who owns the property has a balloon payment due in April 2016 and would utilize the funding to pay down debt on the property. HECH's main mission is affordable housing and currently owns the historic Chase house plus barn and associated ranch house next door. HECH expressed an interest in seeking separate funding to assist in the Chapter 40B development plan on the site. HECH is willing to pursue historic preservation.
- The neighborhood is not directly opposed to the redevelopment but is very concerned about retaining the historic integrity of the Chase house on the site if public funds are used. The neighborhood is concerned about having a tangible document to preserve the historic integrity of the Chase house.
- Administration suggested that a one page letter of understanding be drafted that indicates the above. Administration did encourage a joint application that called for additional \$15,000 for HECH to hire an independent historic preservation consultant to manage and RFP process. Some questions were also raised regarding doing an updated assessment for affordable housing purposes of the Chase house.

Unfortunately, after additional repeated attempts on both in both March and April, resolution has not been able to be achieved. I have therefore indicated to both parties, that this matter should be submitted to the Board of Selectmen in the form in which they desire.

The Board has received two applications, one from Habitat based upon their January 21, 2016 submission for \$300,000 and a second from HECH for \$25,000 to assist in creating a Chapter 40B property at 93 and 97 Route 28 in West Harwich and the request goes on further to not only reconfigure the property to promote the development of affordable housing but also to hire a historic preservation consultant to create and manage the historic preservation restriction RFP for the exterior of the existing structure.

I do believe the fundamental issue that remains with the parties is the question of the historic preservation guarantees on the site. HECH is concerned that if they cannot sell the property to someone with historic preservation they need to maintain some flexibility to sell the site privately without the historic home on it. The neighborhood wants to restrict the use of any town money going to the site being used for demolition purposes.

I have suggested to both parties that a draft historic preservation restriction should be created and sought to implement if such buyer is willing. This can be done either through a negotiated Purchase and Sale or through an independent request for proposals process. I do also believe for due diligence purposes that if the Town is to invest \$300,000 into this property that it be contingent upon an initial 40B plan being developed and an assessment of the Chase house and associated barn to assess the rehabilitation viability as not only affordable housing but also historic preservation.

My recommendation to the Board of Selectmen, if the Board is interested in assisting in this development, that it acknowledges a willingness to participate by committing the \$300,000 to Habitat contingent upon the completion of the application materials submitted by HECH of the \$25,000 application for the site development and reconfiguration of the property for Chapter 40B purposes and specifically the Chase house be reviewed by a historic preservation consultant to create and manage the historic restriction RFP for the structure. A final contingency would be to not release any of the \$300,000 until such time as the Board of Selectmen believes that the necessary due diligence has been completed and a plan or Purchase and Sale Agreement has been reached that includes the historic preservation restriction on the Chase house and associated barn. In the event, HECH cannot find a buyer that it would consider filing an application with CPC to make improvements to the Chase house and barn to enhance its current affordable housing elements and historic preservation.

DRAFT

Friday, March 11, 2016 10AM Town Hall

Present in Meeting: Christopher Clark, Charleen Greenhaulgh, Don Howell, Lou Urbano and Susan Johnson

Discussion of history of property at 93 & 97 Route 28, concluding at where we are now. Discussion of range of options on the property and the best chance for preservation of the property is in conjunction with the affordable housing proposal by Habitat. 93 Route 28 was not considered a property of concern and may or may not be retained by HECH as part of the plan.

Discussion of West Harwich Historic Preservation Group vision and plans and their intent for the neighborhood.

Request (by Christopher Clark) that HECH and Habitat file a joint application for the project for \$315k. \$300k for the purchase of the back parcel of the land and \$15k for HECH to help carve out the land through the 40B process so an RFP for historic preservation of the Chase home through an independent third party can be issued.

Understanding that time is of the essence.

Next steps:

- 1) Habitat & HECH are to work on a one page joint application
- 2) HECH will submit the final joint proposal to Charleen.
- 3) Charleen will submit the proposal to the Board of Selectmen to start the process. The next step is to have it in front of the Housing Committee and Affordable Housing Trust. Due to our sense of urgency, Town Administration will be requesting a joint meeting of the Housing Committee/AFHT at which time the proposal will be brought in front of these committees for re-approval/support. In order to do this, however, the BOS must have the proposal on their 3/28 meeting agenda and agree to defer to the Housing Committee and Affordable Housing Trust Fund. It will then be brought back to the BOS for vote at the next BOS meeting. Christopher Clark will support this proposal as consensus is reached.

The \$15k request from HECH will be used to do a "home inspection" (to assess the structural integrity of the Chase building as requested by Lou Urbano) for the RFP. HECH will hire an independent historic preservation consultant (as required by Lou Urbano) to prepare and manage the RFP process. RFP must include a historic preservation restriction for the exterior of the Chase home (required by Lou Urbano).

All parties discussed adding an additional affordable housing restriction to the RFP. This was discarded as the RFP may not attract as many respondents with two restrictions.

Mr. Urbano say that this project will not be opposed by the West Harwich Historic group as long as an RFP is issued for the preservation of the façade of the Chase home.

Meeting ended at 12noon.



HARWICH ECUMENICAL COUNCIL for the HOMELESS

120 Route 28, P.O. Box 638, West Harwich, MA 02671 * 508-432-0015 *
HECH.org

April 5, 2016

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

RE: 93 and 97 Main Street (Route 28) West Harwich

To Whom It May Concern:

Thank you for the opportunity to present our Proposal for 93 and 97 Main Street (Route 28) West Harwich. Based in Harwich, the Harwich Ecumenical Council for the Homeless (HECH) is a 501(c)3 organization with significant experience in affordable housing. We self-manage 55 affordable rental units across Yarmouth, Dennis and Harwich as well as run The Children's Center, an affordable childcare facility in Harwichport. HECH has 35 units within 5 properties across Harwich. HECH also runs many municipally funded programs across the mid and lower Cape to help very low and low-to-moderate income families in need find and keep stable, affordable year-round housing and childcare.

Submission Date: April 5, 2016 for inclusion on April 11, 2016 Agenda

Project Title: 93 and 97 Main Street Affordable Housing & Historic Preservation/Parcel: 10-W3-B-0 and 10-W5-0

Applicant Name: Harwich Ecumenical Council for the Homeless (HECH), Inc.

Applicant Entity: Non Profit 501(c)3

Applicant Address: 120 Route 28, 3rd Floor, West Harwich, MA 02671

Federal Tax ID: 22-3214502

Primary Contact: Susan Johnson, Executive Director, 508-432-0015 ext. 102; Email: susan@hech.org

Funding Request: \$25,000

Included in the following pages please find a narrative description of the project. We would be pleased to meet with you and other housing stakeholders at your convenience, and we welcome the opportunity to answer any questions that may arise as you review our proposal.

Sincerely,



Susan Johnson
Executive Director

The Harwich Ecumenical Council for the Homeless, Inc. (HECH) is a 501(c)(3) non-profit charitable corporation originally established in Harwich, Massachusetts to deal with a broad spectrum of homelessness issues. HECH's main mission is to develop compassionate solutions to homelessness problems for families – especially those with children – living in Harwich and the surrounding communities of Cape Cod.

Executive Board:

Robin Wilkins, President
Rev. Charles T. Newberry, Vice President
Thomas H. Peterson, Jr., Treasurer
Pamela C. Roberts, Secretary

Board of Directors:

Margaret Andrews
William Brown
Donald Howell

Charles S. McLaughlin, Jr.
Nancy B. Poor
Edward A. Rubel

93 & 97 Main Street, West Harwich, Affordable Housing & Historic Preservation

Harwich Ecumenical Council for the Homeless, Inc. (HECH), 120 Main Street, West Harwich, MA

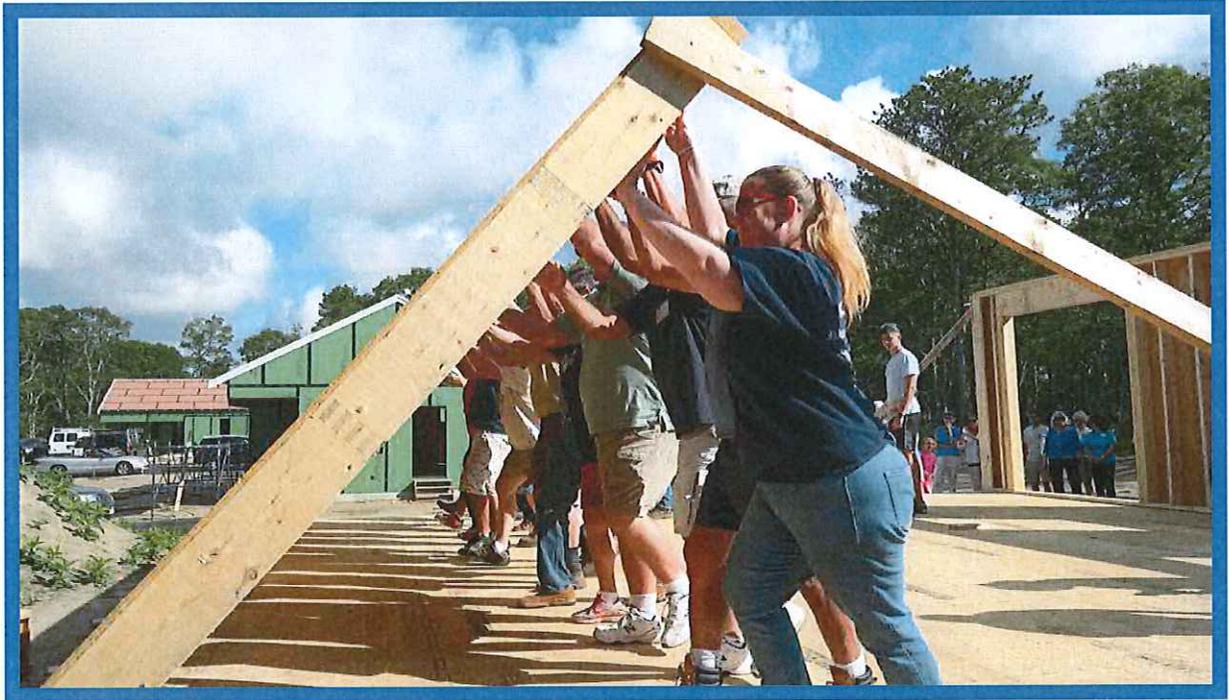
Harwich Affordable Housing Fund Request

HECH Proposal: HECH is seeking \$25,000 to assist in creating a 40B property out of existing properties at 93 & 97 Route 28 in West Harwich. The 40B process would allow for the creation of a single family home lot currently occupied by the Chase home and barn structure (97 Route 28). The funds would help define an RFP for the sale of the Chase home with a restriction to protect the historic exterior with a Historic Preservation Restriction. The RFP will offer the Chase Home for an amount significantly less than the current listing price of \$389,000. HECH may rehab the other existing home (93 Route 28) on its new lot, may sell it, may use it as an affordable rental or, depending on development plans, the ranch home might be all or in part demolished. Under separate request, the balance of the land will be developed into affordable single family homes.

93 and 97 Main Street Property: The property is currently configured as two parcels, totaling approximately two and a half acres. In the 40B process the properties would be joined and subdivided, with affordable housing developed in the rear portion of the newly created lots. The two existing properties have been on the market since March of 2015, listed at \$389,000 (97 Main Street) and \$289,000 (93 Main Street).

Proposed Payment and Project Schedule: HECH would seek funds in the Spring of 2016.

HECH Funding Request: HECH requests \$25,000 from the Harwich Affordable Housing Fund, which will be used to assist in reconfiguring the property to promote the development of affordable housing and to hire a historic preservation consultant to create and manage the historic restriction RFP for the exterior of the existing structure.



Habitat for Humanity Wall Raising, Summer 2016, Oak Street, Harwich

**TOWN OF HARWICH
Community Housing Proposal
93 and 97 Main Street (Route 28) West Harwich**

**Habitat for Humanity of Cape Cod, Inc.
January 21, 2016**





Habitat for Humanity of Cape Cod

411 Main Street Ste 6 • Yarmouthport, Massachusetts 02675
www.habitatcapecod.org • 508-362-3559 p • 508-362-3569 f

Harwich Housing Committee
Harwich Housing Authority
Harwich Board of Selectmen
Harwich Affordable Housing Fund

January 21, 2016

RE: 93 and 97 Main Street (Route 28) West Harwich

To Whom It May Concern:

Thank you for the opportunity to present our Community Housing Proposal for 93 and 97 Main Street (Route 28) West Harwich. Habitat for Humanity of Cape Cod, Inc., a 501(c)3 organization, has significant experience acquiring land for affordable housing, permitting, building and selling affordable housing. We have built and sold 94 affordable Cape Cod homes to date, and look forward to building more. Habitat works in partnership with families in need to build homes, hope, lives and community.

Submission Date:	January 21, 2016
Project Title:	93 and 97 Main Street Community Homes
Project Map/Parcel:	10-W3-B-0 and 10-W5-0
Applicant Name:	Habitat for Humanity of Cape Cod, Inc.
Applicant Entity:	Non Profit 501(c)3
Applicant Address:	411 Route 6A/Main Street, Suite 6, Yarmouthport, MA 02675
Federal Tax ID:	22-2900430
Primary Contact:	Leedara Zola, Land Acquisition & Permitting; 508-280-6144
E-mail:	lzola@habitatcapecod.org
Funding Request:	\$300,000

Included in the following pages please find a narrative description of the project, an excerpt from the Harwich Assessor Map showing the general project area and a timeline of key permitting milestones.

We would be pleased to meet with you and other housing stakeholders at your convenience, and we welcome the opportunity to answer any questions that may arise as you review our proposal.

Sincerely,
Vicki

Vicki Goldsmith
Executive Director

Project Narrative

Proposal: Habitat proposes to develop a small neighborhood of four to six affordable homes on the vacant land in back of the two existing homes at 93 and 97 Main Street in West Harwich. Habitat will use our tried and true sweat equity model, where buyers build their homes along side community volunteers. Habitat also partners with our communities, seeking donations of materials, professional services, and labor. We strive to make our homes welcome in a neighborhood and to be good neighbors. Habitat works to create a collaborative spirit where a whole community can be actively involved in helping to address the affordable housing crisis.

Property: The property is two parcels, totaling approximately two and a half acres . Habitat would be building on the rear, vacant portion, leaving the front area on Main Street with HECH except for an access way, which would either be between the two existing structures or to the west border. The two properties have been on the market since March of 2015, listed at \$389,000 (97 Main Street) and \$289,000 (93 Main Street).

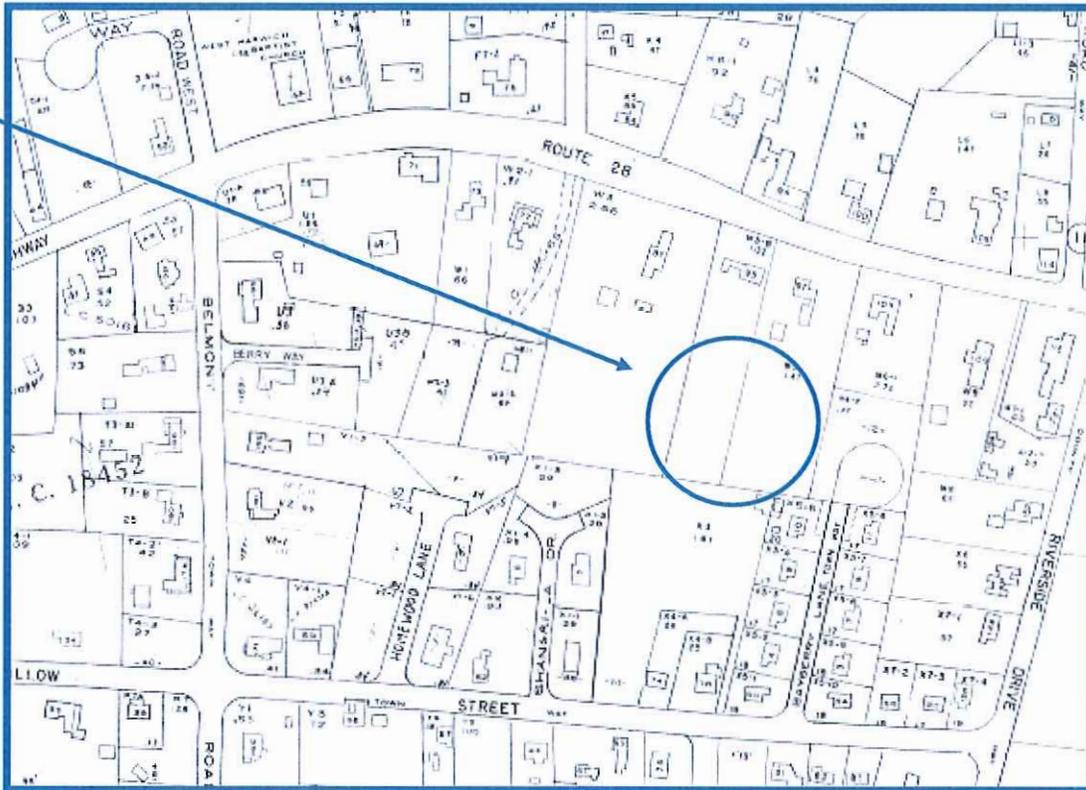
Background: HECH currently owns the two properties. HECH had originally acquired the properties with the intention of developing 20 units of rental housing. Long-time housing advocate Bob Murray was a key project proponent and the original purchase was done with the assistance of a LIFE Initiative loan. With changes in the funding landscape, changes in HECH's organizational focus, rising interest in the historic nature of the Chase Home (one of the existing structure on the property), and Bob Murray's illness and passing, HECH has decided not to move ahead with plans for the rental development. Instead HECH and Habitat are working cooperatively together. Habitat proposes to use MGL Chapter 40B to subdivide the property, developing the back, vacant portion of the property with a Habitat neighborhood of four to six new homes, and leaving HECH the two front parcels. These parcels would be the "market rate" homes from the 40B perspective (a structure Habitat used successfully in a recent Orleans neighborhood). Selling the back portion to Habitat will enable HECH to meet their obligations on the LIFE Initiative loan. HECH plans to issue an RFP seeking a historic preservation group to take title to the Chase Home and protect it with a Historic Preservation Restriction. HECH may rehab the other existing home and use it as an affordable rental or, depending on development plans, it might be financially practical for the home to be demolished and rebuilt.

Affordability: The Habitat homes will be affordable in perpetuity, restricted with the Department of Housing and Community Development (DHCD) Affordable Housing Deed Rider, and will be affordable to households earning at/below 65% of area median income

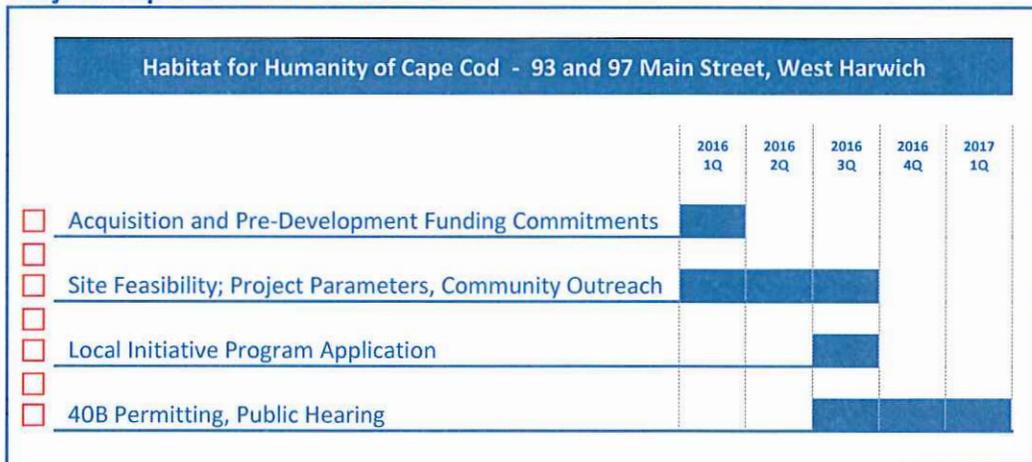
Funding Request: Habitat for Humanity of Cape Cod requests \$300,000 from the Harwich Affordable Housing Fund, which will be used to purchase the land.

93 and 97 Main Street, West Harwich

Harwich Assessor Map 10 (excerpt):



Project Sequence and Milestones:



Community Benefits

This collaboration is a **WIN-WIN-WIN-WIN** project:

- A Habitat for Humanity win as Habitat will be able to build another great Harwich Habitat neighborhood, and will provide stable permanent housing for families in need
- A HECH win as the site is developed for Bob Murray's original intent – affordable housing solutions to stabilize families in need
- A Historic win as HECH will offer the front portion of 97 Route 28 (the Chase Home) at a much lower price through a Request for Proposal (RFP) that will require historic preservation. The RFP with the lower price will make it much more feasible for a historic preservation entity to take on this project and permanently preserve the historic value of the Chase Home
- And, most importantly, a Harwich community win as Harwich will add to their affordable housing stock, Harwich families get sustainable and stable affordable home ownership opportunities, a community is strengthened by the addition of year-round housing, and a viable path is created for preserving a historic home.

What is there NOT to support?

We ask that the Harwich Housing Committee and the Harwich Housing Authority vote to support this great project and encourage the Board of Selectmen, sitting as the Affordable Housing Fund, to commit the necessary funds to enable the project to move forward.

*Habitat for Humanity of Cape Cod works in partnership
with families in need to build homes, hope, lives and community.*



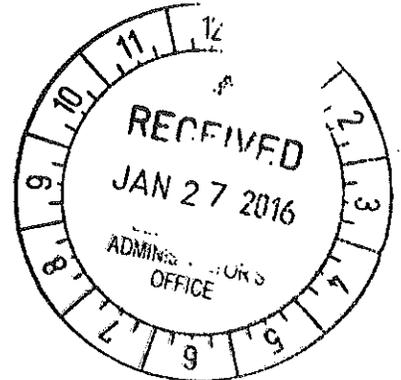
Harwich Housing Authority

Telephone 508-430-2390

Fax 508-945-5666

P.O. Box 714 • Harwichport, MA 02646

January 27, 2016
Board of Selectmen
732 Main Street
Harwich, MA 02645



RE: Habitat request for funds

At the regular board meeting of the Harwich Housing Authority held January 26, 2016 the board discussed the Habitat request of \$300,000.00 from the Affordable Housing Fund for the development of the properties located at 93 & 97 Route 28 in West Harwich. It is the understanding of the Housing Authority that these funds are not currently available but will be in the future. After much discussion the board voted to support the project. There were three voting members at the meeting, Bob MacCready recused himself from the vote and both Shannon McManus and Randy Pond voted to support the request.

Sincerely,
John Stewart



Harwich Housing Authority

To: Board of Selectmen
From: Harwich Housing Committee
Date: March 1, 2016
Re: Habitat for Humanity Proposal for Affordable Housing at 93-97 Main Street

The Harwich Housing Authority was presented with the Habitat for Humanity's proposal of 93-97 Main Street, Harwich. They have proposed 4-6 homes to be built with 250 - 500 hours of sweat equity creating an opportunity for home ownership where the deed rider survives foreclosure using a \$300K grant from the Affordable Housing Fund. The purchase would include the lot behind the Chase House and driveway leaving 2 lots up front including the Chase House.

There was a proposed motion at our February 1st, 2016 meeting to support the Habitat & HECH proposal up to \$300K and it was supported unanimously. We, as a committee, are very excited to have the opportunity to support this plan and are grateful to Habitat for Humanity on their past projects with the Town of Harwich and look forward to this project as well.

Honorable Board of Selectmen,

Regarding HECH/Habitat proposal for funding an affordable housing project at 97–93 Main St. West Harwich:

As a neighborhood that has advocated the development potential of Route 28, we respectfully request, for ourselves and for all Harwich taxpayers, the following items if public funds are given to the 97–93 Main St project, the following:

1. *A clear use plan.*

To date there has been no concrete plan presented for this project. This appears to be a complex proposal: splitting two properties, demolishing one structure, building a road, saving an historic property, then building as many as six new units in an emerging historic district. We believe this has never been done before in Harwich and while Habitat has a great track record, they do not have a track record of successfully managing the conservation of existing historic structures. Additionally, there is an enormous amount of uncertainty as to the ownership and tax status of the proposed easement area (the current site of 93 Main Street), the disposition of the historic Gothic Revival barn on the Chase House site (97 Main Street), the size of the truncated Chase House lot, as well as the capacity of the remaining land area to service adequately the proposed six new structures.

2. *A realistic financial analysis.*

Because the current owners require a third of a million dollars to undertake this project, it should be imperative for them to perform all due diligence with regard to a closely reasoned cost analysis and a business plan, including the costs of road building, signage, Title V

logistics, site development, tenant management, as well as the neighborly effort of making a good faith investment in the basic and routine maintenance of the existing historic structure.

We have asked ourselves if this constitutes as realistic affordable housing project or if it is in effect a citizens' bail out whose urgency is determined by the schedule for HECH's \$600,000 balloon payment.

If the 97-93 properties offer five affordable housing units as currently constituted, the Habitat proposal only generates a net gain of one unit. Again, we fail to see how past neglect and/or mismanagement of publicly funded assets provides evidence for confidence in future ventures. How does a \$300,000 investment in one additional net gain in a housing unit qualify as a reasonable investment for the town?

3. Transparency of Process.

Furthermore, because of the use of Town funds, this project requires full disclosure. The agreement between HECH and Habitat should be provided as well as the agreement with their bank, Life Initiative. What happens if the town grants the money, the project begins, and the bank forecloses because covenants weren't met?

The townspeople need to understand how an easement to the back property would work legally, including how the land is divided and owned and used (see item 1 above); in addition there is the taxable, legal status of these actions, and finally, the ever-looming and significant septic issues.

4. An unbiased appraisal.

The continued refusal to engage an independent appraisal of the property remains concerning. This is vitally important because the proposed 40B comes with significant deed restrictions that will directly

impact land and property values. Accurate and impartial valuation of the existing land and buildings, as well as the potential assessment of the proposed divided entity will be paramount to the due diligence requested above. *This appraisal needs to include a thorough analysis of the current disposition of the 2005 oil spill on the property.*

5. Historic Protection.

If Town funds are awarded, the residents who live here and who are in the process of trying to improve property values — through intelligent districting, through close partnership with the Town Planner and DOT — request that a historic restriction be placed on the Judah Chase House and barn.

Habitat's mission clearly states, "While new home construction continues to play a vital role, a bigger toolbox that includes repairs and other services allows Habitat to serve more families. Neighborhood Revitalization starts at the grassroots level — with people in the community determining the goals for their neighborhood. We need to understand the hopes and aspirations of the citizens and tailor our plans to fit that vision."

Our initial requests were simple: that the proposed new structures are designed to reflect and conform to our community's existing goals. Our "grassroots level... aspirations... [and] vision" are very clear, and reflect the intentions and commitments of scores of active, engaged, and vocal residents and property owners.

We think that if HECH were to "step up to the plate" to be a better neighbor and expend some time, energy, and creativity on maintaining the Chase property, we would not have such a galvanized group of citizens in opposition to this plan. After all, among our stalwarts are experienced and passionate advocates for affordable housing!

We are merely asking that HECH and Habitat live up to the lofty rhetoric of their mission statements — and further, that the Town take special care with regard to their responsibility to accurate and realistic cost accounting, to the grassroots voters and taxpayers in the village of West Harwich, and to the long term housing plan that insists on the use of existing housing stock!

HECH itself has a program for rehabbing old homes and West Harwich now has access to community development block grants. All these should point to the fact that a collaborative project, Town, Historic, Affordable Housing could leverage a greater return. Inherent in the process is the use and protection of a historic asset.

It is confusing for taxpayers who want and have supported affordable housing, but in this case must consider the fact that this project will most definitely effect the historic fabric. The new wave in planning is to combine the assets afforded to historic properties and affordable housing projects to use existing housing.

The greenest house is the proper, thoughtful, and loving use of one already built.

Do we not deserve these considerations if we are using public funds?



Town of Harwich

PLANNING DEPARTMENT

TO: Harwich Housing Committee
FROM: David Spitz, Town Planner
RE: Habitat for Humanity Proposal, 93-97 Route 28
DATE: February 1, 2016

Habitat for Humanity has done two successful projects recently in Harwich – one in South Harwich and one in the Pleasant Lake area. Habitat is a high-quality organization, and I encourage the Harwich Housing Committee to support the proposal for 4 to 6 affordable homes at 93–97 Route 28 in West Harwich. However, a number of specific issues remain; and I recommend that these be addressed before funds are awarded by the Board of Selectmen:

1. Efforts are underway to revitalize the Route 28 corridor in West Harwich. The Judah E. Chase house at 97 Route 28 is included on the Massachusetts Cultural Resource Information System (MACRIS) list of historic sites. Restoration of the exterior of this structure (as well as the detached barn on the property) would benefit the character of Route 28.
2. I believe that the rear portion of the 93-97 parcels is not needed to protect the historic character of Route 28. However, an appropriate buffer should be left behind the barn, similar to the depth of other Route 28 parcels.
3. The road serving the affordable homes should not come too close to the Judah E. Chase home site. To achieve this goal, it may be necessary to demolish the existing ranch home at 93 Route 28 (or possibly just the westernmost portion of the building).
4. Habitat for Humanity should prepare a sketch development plan for the 4 to 6 home sites, showing how items 2 and 3 will be addressed (as well as other items such as flood hazard areas). I believe such a plan is necessary to address concerns of West Harwich neighbors.
5. I do NOT recommend any future road connection between the Habitat development and the town's Willow Street parcel. Neither Habitat nor the West Harwich neighbors favor such connection.
6. After reviewing Harwich Assessors' records for 93-97 Route 28 parcels, the proposed \$300,000 purchase price for the rear land seems high to me. I recommend that an appraisal be done.

In order to move this project forward at this time, I recommend that the Harwich Housing Committee vote to provide conceptual support of the Habitat for Humanity proposal and to forward it to the Board of Selectmen for further discussion of the above issues. It may further be appropriate to recommend that planning funds be granted to allow preparation of a sketch plan (item 4) as well as an appraisal (item 6).

**BOARD OF SELECTMEN POLICY
HARWICH AFFORDABLE HOUSING FUND**

PURPOSE

To preserve, promote, and increase affordable housing within the Town of Harwich, the Board of Selectmen is authorized to expend fund monies to pay for planning, research, acquisition, creation, construction, repair, maintenance, rehabilitation, program administration, legal and engineering costs associated with and incurred for affordable housing, and to fund grants to the Harwich Housing Authority for any low-income rental assistance program sponsored by said Housing Authority. These activities may be further defined or expanded from time to time by policy of the Board of Selectmen.

REVENUE SOURCES

Notwithstanding the provisions of any general or special law to the contrary, the Town of Harwich may establish and maintain a fund to be known as the Affordable Housing Fund (referred to as the Fund). The following monies shall be deposited into the Fund: (1) the lease payments received pursuant to the terms of the lease agreement between the Town and Sprint Spectrum, L.P., for the lease of Town land located off Route 137 as authorized under Article 4 of the 2001 Special Town Meeting (action taken under Article 56 of the Town Meeting of 2004); (2) the proceeds from the sale of six Great Western Road parcels authorized under Article 55 of the 1999 Annual Town Meeting and approved for transfer for affordable housing purposes under Article 6 of the 2004 Special Town Meeting; (3) the proceeds from the sale of six lots authorized under Article 73 of the 2007 Annual Town Meeting; (4) the proceeds from the sale of any land and/or buildings provided that Town Meeting specifically authorizes the dedication of the sale proceeds to the Fund; (5) any monies received through private and public gifts, contributions and grants for affordable housing purposes; and (6) appropriations made to the Fund by Town Meeting

AUTHORIZATION FOR EXPENDITURE

Requests for expenditure from the Fund shall be submitted in writing to the Board of Selectmen with a proposed payment schedule. The Selectmen's Office will forward copies of the request to the Housing Committee and Housing Authority at least fourteen (14) days prior to any consideration by the Board of Selectmen. The date and time that the Board of Selectmen intends to consider the proposal shall also be forwarded to the Housing Committee and Housing Authority at the same time. The results of their deliberations will be presented to the Board of Selectmen in writing at least 4 days prior to the Selectmen's meeting at which the request will be heard.

Approval of any expenditure shall require a majority vote of the Board of Selectmen. The Board of Selectmen shall solicit the advice of the Housing Committee and Housing Authority prior to making a final decision and may call for a Public Hearing to generate additional public input if this is deemed necessary by a vote of the Board.

Time constraints or any other reason deemed to be in the best interest of the Town by the

Board of Selectmen shall be deemed sufficient cause to suspend the rules to reduce the notice period to the Housing Committee and Housing Authority and/or to approve a proposal at a single meeting. Suspension of the rules shall require a unanimous vote of the Board of Selectmen. To help avoid time constraints, a copy of this policy will be forwarded to local agencies that may have interest in requesting funds and both the Housing Committee and Housing Authority will be asked to provide a copy to all groups that may indicate to them that they will be requesting funds.

CUSTODIAN

The Town Treasurer of the Town of Harwich shall be custodian of the Fund and may deposit proceeds in national banks or invest the same in securities as are legal for the investment of funds or savings banks under the laws of the Commonwealth or in Federal Savings and Loan Associations situated in the Commonwealth. Any interest earned on the fund shall be retained by the Fund. Treasurer's disbursement only in accordance with a Selectmen approved payment schedule.

First Reading: June 16, 2008

Adopted: June 30, 2008



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

March 30, 2016

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



Dear Town Administrator Clark:

We are pleased to inform you that the Chapter 90 local transportation aid funding for Fiscal Year 2017 will total \$200 million statewide.

This letter certifies that, pending final passage of the bond authorization, the Fiscal Year 2017 Chapter 90 apportionment for Town of Harwich is **\$686,151**. This apportionment will automatically be incorporated into your existing 10-Year Chapter 90 contract, which will be available on the MassDOT website <http://www.massdot.state.ma.us/chapter90>.

We recognize that the Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our joint partnership. We look forward to working with you in the coming years to continue the success of this program.

Please feel free to contact MassDOT Capital Budget Director Matthew Bamonte at (857) 368-9151 with any questions you may have regarding the Chapter 90 program.

Sincerely,

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

massDOT
Massachusetts Department of Transportation

HAVE YOU HEARD ABOUT THE NEW COMPLETE STREETS PROGRAM?

As many of you are aware, the Baker-Polito Administration announced a Complete Streets Program that is meant to encourage the use of "Complete Street" practices throughout the Commonwealth. Expanding the use of Complete Streets in both our state and local work will increase the safe and accessible options for all travelers. The program was first established in Chapter 79 of the Acts of 2014; however, due to concerns about some aspects of the statutory language, MassDOT released a modified program on February 2nd of 2015 after extensive municipal outreach. As such, alternative funding (non-bond bill) has been provided for initial Complete Streets efforts.

The program is comprised of a three-step process:

Step 1 – Municipality must attend the mandatory Complete Streets training and create a local Complete Streets Policy which recognizes individual community needs.

Step 2 – Municipality is eligible to apply for technical assistance (up to \$50,000) for the development of a prioritization plan once their policy has passed (Scored 80 or above), or submitted a letter of intent to pass a policy has been submitted (letter valid for only one year from date of issuance). The prioritization plan, once submitted, will only be reviewed for completeness.

Step 3 – Once the prioritization plan has been approved, a municipality may then apply for project funding. A municipality may select any number of projects from their prioritization plan totaling not more than \$400,000.

Realizing the importance of Complete Streets, we have tied this program to the Community Compact Cabinet as a way to recognize the importance of Complete Streets and the equally important partnerships between the Baker-Polito Administration and our cities and towns. Community Compact members advancing Complete Streets will have additional program points reflected in their Complete Streets Policy score. We are already seeing the potential for this program from the Complete Streets trainings that we have offered to the Commonwealth's cities and towns, as 266 cities and towns have attended these classes. Our goal is to reach all 351 cities and towns in the Commonwealth. Additionally, 69 municipalities have already registered on the On-line Complete Streets portal which is being used to manage and track the program. Only \$12.5M of alternative funding is available for the Complete Streets program, so early action is encouraged.

This partnership between this Administration and cities and towns can empower and encourage us to consider other safe and accessible mode options for people of all ages and abilities. We encourage you to attend the training, participate in this program, and to further your use of Complete Streets into all the great work you continue to do.

For more information about this program, visit: www.masscompletestreets.com.