

SELECTMEN'S MEETING AGENDA*

Griffin Room, Town Hall

Executive Session 6:15 P.M.

Regular Meeting 6:30 P.M.

Monday, October 3, 2016

- I. **CALL TO ORDER**
- II. **EXECUTIVE SESSION** - 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 – Police Department Records Specialist job description and HEA Agreement
- III. **PLEDGE OF ALLEGIANCE**
- IV. **WEEKLY BRIEFING**
- V. **PUBLIC COMMENT/ANNOUNCEMENTS**
A. Awarding of plaques for Harwich Chamber of Commerce Hometown Parade winners
- VI. **CONSENT AGENDA**
A. Approve Minutes - September 19, 2016 – Regular Session
B. Approve contract with Brown, Lindquist, Fenuccio & Raber Architects for Saquatucket Landside Project
C. Approve contract with Lynch, Malloy, Marini LLP for auditing services for FY16
D. Approve contract with East Coast Sealcoating for tennis court resurfacing at Brooks Park
E. Confirm appointment of Jay Briggs as Building Commissioner as recommended
F. Approve job description for Records Specialist at Police Department
G. Approve Town Administrator's recommendation on Perks Entertainment License
- VII. **PUBLIC HEARINGS/PRESENTATIONS** (*Not earlier than 6:30 P.M.*)
A. Annual Meetings with the Board of Selectmen:
1. Planning Board
2. Zoning Board of Appeals
B. Update on Cape Cod Commission – *Paul Niedzwiecki and Jack Yunits*
C. Joint Meeting with Monomoy Regional School District and Finance Committee to discuss enrollment by class and demographics, including a five year projection of same
- VIII. **OLD BUSINESS**
A. CVEC – Solar Distribution
- IX. **NEW BUSINESS**
A. Request by Richard Houston that the Board pass a resolution opposing Ballot Question 2 regarding charter schools
B. Request from Habitat for Humanity for \$300,000 from the Affordable Housing Trust Fund for project at 93 and 97 Route 28, West Harwich
C. Request from Habitat for Humanity to sign letter of support for LIP Application for project at 93 and 97 Route 28, West Harwich
D. Board of Selectmen FY17 Goals and Objectives
E. Board of Selectmen FY18 Budget Message
F. Action Item Register additional items to be added
- X. **TOWN ADMINISTRATOR'S REPORT**
A. Action Item Register update
B. Town Administrator's FY17 Goals and Objectives
C. Pinewood Village Condominiums public water installation
- XI. **SELECTMEN'S REPORT**
A. Committee Vacancy List
B. Citizens Committee Vacancy Form
C. Next Selectmen's Meeting – Tuesday, October 11, 2016
- 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: _____
September 29, 2016

Ann Steidel, Admin. Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, SEPTEMBER 19, 2016
6:30 P.M.**

SELECTMEN PRESENT: Brown, Kavanagh, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Carolyn Carey, Lincoln Hooper, Barbara-Anne Foley, Richard Waystack, Adrienne Johnson, Joe Johnson, Jerry Beltis, Steve Tupper, and others.

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

WEEKLY BRIEFING

Mr. Clark reported that the handicapped doors at the Library are being worked on and the Library will be closed tomorrow but Library events at the Community Center are still operational.

Ms. Carey reported that the Cape Cod Chronicle has offered to donate hoses for the Community Center gardens and she discussed upcoming events at the Community Center.

Ms. Foley reported on upcoming events at the Council on Aging and noted that Sheriff Cummings will be hosting a Cape Cod Seniors Appreciation Picnic on September 28th at Bass River Beach parking lot.

CONSENT AGENDA

- A. Approve Minutes
 - 1. September 6, 2016 – Executive Session
 - 2. September 6, 2016 – Regular Session
- B. Approve Committee Appointments as recommended
 - 1. Jeremy Gingras Saquatucket Development Comm. June 30, 2017
 - 2. Rose Ann Clark Cultural Council June 30, 2019
 - 3. Ron Rich Trails Committee June 30, 2019
- C. Approve request by Family Pantry to waive sign application fee for 3 signs
- D. Approve petition by Eversource to install conduit and cable to provide service at 10 Island Pond Road

Ms. Kavanagh moved approval of the Consent Agenda. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

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

- A. Annual Meetings with the Board of Selectmen:
 - 1. Community Center Facilities Committee

Mr. Culver, Chair, delivered the Annual report of the Community Center Facilities Committee and took questions and comments from the Board.

2. Council on Aging

Ms. Johnson, Chair, delivered the Annual Report of the Council on Aging and took questions and comments from the Board.

B. Hearing on Entertainment License for Perks at 545 Route 28 – *to be deferred to Administration*

Chairman MacAskill opened the hearing and requested that the Board send this to the Town Administrator for administrative review. Ms. Brown moved to send this hearing to the Town Administrator for review instead of a public hearing tonight. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote. Mr. Clark said he would come back to the Board with the findings for them to ratify or change.

C. Road Safety Audit Presentation for Route 39/Pleasant Bay Road intersection – *Steve Tupper, Cape Cod Commission*

Mr. Tupper provided background information and reviewed the Road Safety Audit report. He noted that they will be not making any recommendations and that will be up to Town staff. Mr. Clark reviewed changes made at the intersection since he started in Harwich. He said that he had indicated to a previous Board that a roundabout was needed and he noted that the Town Engineer has said that it would fit in the road layout. He stressed that a roundabout would slow people down which would decrease accidents. He stated that we should pursue cutting back trees and shrubs in the short term as well as additional warning signage. Mr. Tupper took questions from the Board regarding speed limits and pros and cons of a roundabout. He noted that changing speed limits is ineffective as people will drive the speed they are comfortable with. He stated that overall, safety benefits would be greater with a roundabout than with a traffic light and with a roundabout it is almost impossible to have significant right angle crashes at this location.

Chairman MacAskill noted that there was a late submission of a letter by a citizen as well as a slideshow by another citizen and due to the lateness he would not allow it. He did call for public comment.

Mr. Beltis of the Traffic Safety Committee questioned why we wouldn't install a 4-way stop and Mr. Tupper responded that you would be stopping all the traffic on Route 39 and there is a little more than twice the traffic on Route 39 than there is on Pleasant Bay Road. He said it would be quite a surprise to drivers traveling along Route 39 and therefore would require significant signage. He commented that it would be an unexpected condition which they generally try to avoid and with this level of volume it would be fairly problematic. Mr. Beltis recommended surveys be done of abutting properties to see if trees are on Town property and to see where boundaries are. He said anything we do should be reviewed in 3 months to see what progress we are making. Chairman MacAskill asked him to put this in a letter to the Board.

Mr. Hooper said all the signage should be updated to code and it is on his to do list. He said there are some sight line improvements still to be made and he would like to do this incrementally as he has been doing for the last year. He said a roundabout would probably solve the crash issue at least for crashes that result in trips to the hospital. He suggested we do the small stuff first and then see what

the data says. He reiterated that the Town Engineer designed a roundabout which fits without taking any property.

Jerry Scannell of the Traffic Safety Committee handed in written remarks and Chairman MacAskill asked him to submit a recommendation from the Traffic Safety Committee to the Town Administrator.

Tim Klink of 240 Pleasant Bay Road discussed moving forward with contentious neighbors and taking trees down and he stated that one of the big problems is the Nelson corner. He stressed that we should not wait on the preliminary short term recommendations and should start moving forward with planning a roundabout now.

Bob Phillips of 1664 Route 39 said he looked at the data and the basic problem at this intersection is failure of cars to stop at the stop sign and he discussed different crash scenarios. He attempted to display some charts on his mobile device at which time Chairman MacAskill referred him to the Traffic Safety Committee. He said he is concerned about neighborhood being diluted prior to the roundabout. Mr. Tupper responded that people will stop at the stop sign but then proceed without yielding to Route 39 traffic. He then discussed regional funding sources.

Mr. Clark suggested that he meet with the neighbors to discuss this. He noted that mini roundabouts don't allow us to be eligible for TIP funding. He recommended discussing a longer term solution that is palatable to the neighbors and meets safety standards outlined in the report. He suggested that a Board member, Mr. Tupper, and Mr. Hooper participate as well to vet out the right solution and then he would report back to the Board. Ms. Kavanagh suggested looking at starting the process on moving poles now.

Marie Jainchill of 241 Pleasant Bay Road said there has definitely been an increase in accidents since 2015 and that she sees the collisions firsthand. She said the roundabout is the only way to go. Bruce Jainchill commented that this is a drag strip and agreed that the roundabout is the best way to stop the excessive speed.

Chairman MacAskill said meeting with the neighbors is a great idea and he asked for as much background material as possible to go along with the report.

D. Accela permitting software update – *Paula Champagne*

Mr. Clark reported that we will be rolling out sections of Accela as we get them done, hopefully over the next month or so. Ms. Champagne provided a walk-through of the live site. She noted that it is a great timesaver and at this time anyone can research a parcel and download parcel detail report, find the status of any permit and track it. She added that they have opened 3 permits online including the real estate transfer inspection report permit and that last Monday we had training for designers, engineers and inspectors and the training will continue. Mr. Clark said they will continue to update the Board and the road we are on is the sounder more correct approach to get Accela to be functional and usable for the community.

NEW BUSINESS

A. Middle School Building Information report

Mr. Clark stated that Ms. Carey did an excellent job of putting together proposal. He noted that the \$125,000 budget will not be sufficient and if this is successful we will have to go to Town Meeting to create a revolving fund. Ms. Carey spoke on the fee structure and she and Mr. Clark took questions and comments from the Board. Ms. Brown said she did not want to offer a monthly rate for the gymnasium, music room, auditorium, and cafeteria. Ms. Kavanagh stated that if there was availability in the evenings it would be nice to have the income. Mr. Clark cautioned that we do not have any staff dedicated to this and he would not want to hire staff as this would be a two year experiment. He said that each person that rents a room would be responsible for the room itself and that we don't have set up because we don't have furniture. Ms. Kavanagh said the contracts should say that whoever rents is responsible for cleanup. Mr. Libby stated that we spend about \$80,000 on just utilities and that is with keeping the heat at 55 degrees. He said there is no accountability if we just let people go in all hours of the night and it is a liability issue for us. He stressed the need to think all these things through. Chairman MacAskill said he shared Ms. Brown's concerns about renting monthly and said the hours need to be clearly defined. He suggested the agreements indicate something like "broom clean."

Ms. Brown moved to approve the fee schedule as presented with the elimination of monthly rates for auditorium, gymnasium, cafeteria and music room for the Middle School. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

B. Action Item Register additional items to be added

Mr. Clark reviewed the register and noted that if a Selectmen wanted to add a specific item they would approach the Chair who would bring it forward for the Board to formally vote. Mr. MacAskill said only things items that were votes or consensus of the Board would go on and Ms. Greenhalgh would maintain it.

C. Budget/Warrant Timeline

Chairman MacAskill noted that this is a new timeline with corrected dates. Ms. Brown moved to approve this amended Budget/Warrant Timeline in our packet. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORT

A. Harwich Housing Summit sponsored by Council on Aging – October 3, 2016

Mr. Clark announced that there will be a Housing Summit sponsored by the Council on Aging on October 3, 2016.

B. Habitat for Humanity LIP Application material submitted for future meeting

Mr. Clark reported that we have received a LIP application and Habitat will be coming in to apply for state funding through the LIP application and also for asking for consideration of \$300,000 for acquisition of the land. He added that they may be before CPC when they are ready for construction funding.

C. Brooks Park Lighting

Mr. Clark stated that there was a request by Town Band member to improve lighting at Brooks Park and he followed up with the Town Engineer and Recreation Director. He said there are no lights that were part of Phase 4 of Brooks Park but there are several lights on the gazebo and we requested they stay on for an hour after the band concerts. He said there is a walkway that was created along a steep embankment and we would run into significant issues if we tried to make that ADA accessible. He said if they do additional work, they should try to put in some additional historic lighting.

D. Action Item Register update

Mr. Clark reviewed the Action Item Register items status.

SELECTMEN'S REPORT

A. Committee Vacancy List

Chairman MacAskill made a plea to public to get involved.

Chairman MacAskill said he has heard our books aren't closed for 2015 and that we haven't hired an auditor for 2016 and he would like to get a report on that. Mr. Clark said we sent Mr. Gould a request for an update on the 15th. He noted that Mr. Gould has some concerns with the auditors and we can certainly have a discussion.

Chairman MacAskill said the budget message to the Town Administrator is due the first Tuesday of October and the Board members should provide input to him.

ADJOURNMENT

Ms. Brown moved to adjourn the meeting at 8:51 p.m. Ms. Kavanagh seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

Sandy Robinson

From: John Rendon
Sent: Wednesday, September 14, 2016 10:26 AM
To: Christopher Clark
Cc: Charleen Greenhalgh; Sandy Robinson; Robert Cafarelli; Amy Usowski; drufam@comcast.net
Subject: SAQ Landside Renovations - RFP Results

Chris,

We had three bids submitted for architect services for the SAQ Landside project. The review committee has unanimously selected Brown Lindquist Fenuccio & Raber Architects, Inc (BLF&R) based upon both a qualifications review and price proposal. BLF&R is a local company with offices in both Yarmouthport and Plymouth, and has an impressive list of similar municipal projects that they have designed; the most recent is the Town of Sandwich Harbormaster office. Bob Cafarelli will be submitting an agreement for BOS signature in the coming days. Please let me know if you have any questions or require additional information. We have the BLF&R bid proposal if you would like to review. Thank you. v/r,

John C. Rendon
Harbormaster
Town of Harwich
774 212-6193 (c)



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Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28th day of September in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Harwich, Massachusetts
c/o Office of the Town Administrator
732 Main Street
Harwich, MA 02645

and the Architect:
(Name, legal status, address and other information)

Brown Lindquist Fenuccio & Raber Architects, Inc.
203 Willow Street Suite A
Yarmouthport, MA 02675
508-362-8382

for the following Project:
(Name, location and detailed description)

Saquatucket Harbor Improvements Harwich, MA
Architectural & Engineering Services

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Exhibit 'A'

Initial information shall consist of the Owner's request for proposal (dated 9/1/2016) and the Architect's proposal response dated 9/1/2016 incorporated herein by reference.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Estimated September 2017

.2 Substantial Completion date:

Estimated May 2018

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

As outlined in Exhibit 'D'

.2 Automobile Liability

As outlined in Exhibit 'D'

.3 Workers' Compensation

As outlined in Exhibit 'D'

.4 Professional Liability

As outlined in Exhibit 'D'

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

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systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. These services will not be provided without the prior written consent of the Owner. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	
§ 4.1.7 Civil engineering	Owner	
§ 4.1.8 Landscape design	Architect	

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§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Architect	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Architect	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Architect	
§ 4.1.24	LEED® Certification (B214™-2012)	Architect	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;

Init.

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty-seven (37) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsol conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect and Owner will mutually negotiate any additional services, as applicable, to modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

Init.

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses

incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Init.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Stipulated sum of \$220,378.00 not including reimbursable expenses as outlined for Phases 1-4.
 Stipulated sum of \$77,848, not including reimbursable expenses, for Phases 5 & 6 (not included this agreement-future)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On an hourly basis per rate schedule in Exhibit 'B'

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

On an hourly basis per rate schedule in Exhibit 'B'

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

1.Schematic Design Phase	\$70,248.00	percent ()%
2.Regulatory Phase	\$5,500.00		
3.Design Development Phase		percent ()%
4.Construction Documents Phase	\$144,630.00	percent ()%

(Rows deleted)

5. Bidding or Negotiation Phase		percent (%)
6. Construction Phase		percent (%)
Total Basic Compensation- Phases 1-4	\$220,378.00	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Rate schedule as included in Exhibit 'B' dated 9/1/2016

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Not applicable

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ \$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

15 % Fifteen Percent

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

- 1.) A reimbursable expense "allowance" of \$5000.00 has been included in the Architect's proposal for geotechnical/soil testing and report. This amount will be invoiced at direct cost plus normal mark-up included in this agreement. Multiple proposals will be solicited by the Architect on behalf of the Town.
- 2.) Various meetings by project phase are included herein with an allowance for the number of assumed meetings. Please see exhibit 'B'

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

(Paragraph deleted)
(Table deleted)

Additions and Deletions Report for **AIA[®] Document B101[™] – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:36:41 on 09/28/2016.

PAGE 1

AGREEMENT made as of the 28th day of September in the year 2016

...

Town of Harwich, Massachusetts
c/o Office of the Town Administrator
732 Main Street
Harwich, MA 02645

...

Brown Lindquist Fenuccio & Raber Architects, Inc.
203 Willow Street Suite A
Yarmouthport, MA 02675
508-362-8382

...

Saquatucket Harbor Improvements Harwich, MA
Architectural & Engineering Services

PAGE 2

Exhibit 'A'

Initial information shall consist of the Owner's request for proposal (dated 9/1/2016) and the Architect's proposal response dated 9/1/2016 incorporated herein by reference.

...

Estimated September 2017

...

Estimated May 2018

PAGE 3

As outlined in Exhibit 'D'

...

As outlined in Exhibit 'D'

...

As outlined in Exhibit 'D'

...

As outlined in Exhibit 'D'

PAGE 6

~~§ 3.5.3 NEGOTIATED PROPOSALS~~

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~

- ~~.1 — procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
- ~~.2 — organizing and participating in selection interviews with prospective contractors; and~~
- ~~.3 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

PAGE 8

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. These services will not be provided without the prior written consent of the Owner. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

...

§ 4.1.1	Programming (B202™-2009)	<u>Architect</u>	
§ 4.1.2	Multiple preliminary designs	<u>Architect</u>	
§ 4.1.3	Measured drawings	<u>Architect</u>	
§ 4.1.4	Existing facilities surveys	<u>Architect</u>	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	<u>Architect</u>	
§ 4.1.6	Building Information Modeling (E202™-2008)	<u>Architect</u>	
§ 4.1.7	Civil engineering	<u>Owner</u>	
§ 4.1.8	Landscape design	<u>Architect</u>	
§ 4.1.9	Architectural Interior Design (B252™-2007)	<u>Architect</u>	
§ 4.1.10	Value Analysis (B204™-2007)	<u>Not Provided</u>	
§ 4.1.11	Detailed cost estimating	<u>Architect</u>	
§ 4.1.12	On-site Project Representation (B207™-2008)	<u>Not Provided</u>	
§ 4.1.13	Conformed construction documents	<u>Not Provided</u>	
§ 4.1.14	As-Designed Record drawings	<u>Not Provided</u>	
§ 4.1.15	As-Constructed Record drawings	<u>Not Provided</u>	
§ 4.1.16	Post occupancy evaluation	<u>Architect</u>	
§ 4.1.17	Facility Support Services (B210™-2007)	<u>Not Provided</u>	
§ 4.1.18	Tenant-related services	<u>Not Provided</u>	
§ 4.1.19	Coordination of Owner's consultants	<u>Owner</u>	
§ 4.1.20	Telecommunications/data design	<u>Architect</u>	

§ 4.1.21	Security Evaluation and Planning (B206™-2007)	<u>Not Provided</u>	
§ 4.1.22	Commissioning (B211™-2007)	<u>Not Provided</u>	
§ 4.1.23	Extensive environmentally responsible design	<u>Architect</u>	
§ 4.1.24	LEED® Certification (B214™-2012)	<u>Architect</u>	
§ 4.1.25	Fast-track design services	<u>Not Provided</u>	
§ 4.1.26	Historic Preservation (B205™-2007)	<u>Not Provided</u>	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	<u>Architect</u>	

PAGE 10

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Thirty-seven (37) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

PAGE 12

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect, without additional compensation, shall~~ Architect and Owner will mutually negotiate any additional services, as applicable, to modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 14

[X] Litigation in a court of competent jurisdiction

PAGE 16

Stipulated sum of \$220,378.00 not including reimbursable expenses as outlined for Phases 1-4.
Stipulated sum of \$77,848, not including reimbursable expenses, for Phases 5 & 6 (not included this agreement-future)

...

On an hourly basis per rate schedule in Exhibit 'B'

...

On an hourly basis per rate schedule in Exhibit 'B'

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

...

Schematic-1.Schematic Design Phase	<u>\$70,248.00</u>	percent ()
2.Regulatory Phase	<u>\$5,500.00</u>		
Design-3.Design Development Phase		percent ()
Construction-4.Construction Documents Phase	<u>\$144,630.00</u>	percent ()
Bidding or Negotiation Phase		percent ()

Construction Phase		percent (%)
Total Basic Compensation	one hundred	percent (100	%)
5. Bidding or Negotiation Phase		percent (%)
6. Construction Phase		percent (%)
Total Basic Compensation- Phases 1-4	\$220,378.00	percent (100	%)

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Rate schedule as included in Exhibit 'B' dated 9/1/2016

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

...

Not applicable

...

§ 11.10.1 An initial payment of Zero (\$ \$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

PAGE 18

15 % Fifteen Percent

...

1.) A reimbursable expense "allowance" of \$5000.00 has been included in the Architect's proposal for geotechnical/soil testing and report. This amount will be invoiced at direct cost plus normal mark-up included in this agreement. Multiple proposals will be solicited by the Architect on behalf of the Town.

2.) Various meetings by project phase are included herein with an allowance for the number of assumed meetings. Please see exhibit 'B'

...

~~This Agreement entered into as of the day and year first written above.~~

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Richard P. Fenuccio, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:36:41 on 09/28/2016 under Order No. 5122689105_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Richard P. Fenuccio

(Signed)

PRESIDENT

(Title)

9/28/16

(Dated)

This Agreement entered into as of the day and year first written above.

The undersigned, Andrew Gould, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certified that an appropriation in the amount required for this contract is available out of Account

Number 0445.616017

Andrew Gould

Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

Company Name:

Brown Lindquist Fenuccio & Raber Architects, Inc.

Richard P. Fenuccio

Signed by: Richard Fenuccio

President

Title

9/28/2016

Date

THE TOWN:

Harwich Board of Selectmen

Michael D MacAskill, Chair

Peter S. Hughes

Julie E. Kavanagh

Angelo S. LaMantia

Jannell M. Brown

ATTEST:

Name: _____

Title: _____

EXHIBIT 'B'

PROPOSAL

FOR

ARCHITECTURAL, ENGINEERING, LANDSCAPE DESIGN & COST ESTIMATING SERVICES (Design Through Construction)

for:

PROPOSED SAQUATUCKET HARBOR IMPROVEMENTS
TOWN OF HARWICH, MA

to:

CHRISTOPHER CLARK, TOWN ADMINISTRATOR
OFFICE OF THE TOWN ADMINISTRATOR
TOWN OF HARWICH
732 MAIN STREET
HARWICH, MA 02645

1 SEPTEMBER 2016

SUBMITTED BY:



BROWN LINDQUIST FENUCCIÒ & RABER ARCHITECTS, INC.
203 WILLOW STREET, SUITE A
YARMOUTHPORT, MA 02675
508-362-8382

93B COURT STREET, UNIT 22
PLYMOUTH, MA 02360
508-927-4127

PROJECT UNDERSTANDING

The following project understanding and objectives have been established based on the Town of Harwich request for proposal for Saquatucket Harbor improvements, Town responses to RFP questions dated 8/17/2016, and a site briefing held on 8/18/2016. The information outlined below is the basis for our project scope and design fee proposal.

1. The Town of Harwich has issued a request for proposals for Architectural & Engineering services for Saquatucket Harbor improvements. Improvements within the RFP scope include a new Harbormaster office building containing offices, a café, and restrooms. A second new building will house offices, ticket windows for commercial boats operating out of the marina, a small retail shop, and garage for vehicle/ boat storage and light maintenance. Site scope items are to include a boardwalk for viewing and to provide ADA access down to the docks, landscape design for the entire site and general site lighting. The Town will provide all surveying, civil engineering, site design and environmental permitting services.
2. The project is anticipated to be constructed starting in September 2017 and completed no later than Memorial Day 2018.
3. The entire site is within a FEMA flood zone AE (EL 11). Existing grade elevation at the proposed new Harbormaster/ café building is just below base flood elevation (BFE) and will be built up to achieve a slab on grade main level above BFE. Existing grade elevation at the 2nd building is several feet lower. This building will need to be elevated to BFE. Foundation design for the 2nd building will be determined during the Design Phase.
4. The conceptual plans included in the RFP are conceptual only and may not accurately reflect the ultimate design. The final design will need to conform to all appropriate code requirements including requirements for ADA/ MAAB and flood zone construction.
5. Survey and civil engineering drawings will be provided by the Town. Geotechnical sub-surface investigation and report, as it relates to building design, should be included in the architectural scope of services.
6. The Town's Engineering Department will provide any required septic design work for the project. The architectural scope of services shall include electrical and plumbing design to 10 feet beyond the building only with the exception of site lighting which should include the entire landward portion of the property.
7. General building use requirements are understood as follows:

➤ **Harbormaster Building: (Includes Café and restrooms for public and slip holders)**

- New building will be located similarly to the existing facility.
- The harbormaster would prefer to have a 2nd floor office location to maximize visibility over the marina.
- A Natural Resources officer's office should be provided
- General use meeting room
- Public service counter should be provided inside
- Office staff restroom(s)
- Breezeway connection to adjacent café area to create a portal aligned with the green space and pedestrian path at the north side of the building

Café:

- Intended to be open year round and draw customers beyond just marina patrons
- Café will be leased out by the Town to an outside vendor
- Counter service with indoor and outdoor seating
- Anticipated to have a liquor license
- Not intended to directly compete with the Brax Landing
- Restaurant next door
- Café restrooms

Public Restrooms and slip holder restrooms & showers:

- General use public restrooms which are open seasonally only
- Limited access slip holder restrooms and showers will be open year round during harbormaster hours or operation.
- No laundry facilities are needed

➤ **Ticket office and garage Building:**

- New building will be located along Rte. 28 on the recently acquired adjacent lot
- Ticket windows should be positioned so patrons do not need to enter the building to obtain their tickets. Patrons will get their tickets and park in this area before walking over to the marina to get on the commercial boats.
- An outside deck/ porch with ticket queuing and congregating space should be provided.
- A small gift shop was suggested to be in this building by the Town at the site briefing

- General offices should be provided and potential additional offices for lease
- A garage of perhaps 2 bays shall be provided for vehicle/ boat storage and light maintenance – located at back of building and not visible from road

8. General site design scope requirements are understood as follows:
 - The Town's engineering department will design and coordinate all necessary septic modifications, parking lot reconfiguration, pedestrian pathways and other site modifications other than those specifically included in the architect's scope of work.
 - The architect will coordinate building design drawings with the Town who will be responsible for filing all required environmental or other site related permits.
 - The architect's scope will included a boardwalk for viewing and to provide ADA access down to the docks.
 - The architects shall provide an appropriate landscape design for the entire site to be attractive, low maintenance and drought tolerant. Irrigation design may be included - TBD.
 - The architects shall provide a site lighting design for the entire site.

9. The existing easterly parking lot is a state owned boat ramp and parking area. Modification of this lot due to building placement or configuration should be avoided if at all possible. Any substantial modifications to this lot would require state review and approval.

10. A small building containing a waste oil tank currently exists on the north side of the harbormaster building. This oil tank stores waste oil from boats in the marina until it can be transported off site for disposal. This service must be maintained on site though it does not have to remain in its current location. If it is in conflict with the new harbormaster building, it may be relocated. This does not need to be factored into the proposal at this time. If the architect is required to design a new building to house the oil tank it will be added via amendment to the contract.

11. The Town's goal is to provide new attractive facilities and site improvements to better provide services to boaters and the public.

The following draft outline of services is consistent with the outline included in the RFP but expands upon it with additional tasks which we anticipate will be necessary. We would conduct a detailed scoping review session with Town Officials to finalize all assumptions and expectations:

Key:

- BC** - Building Committee
- THED** - Town of Harwich Engineering Department
- BLFR** - Brown Lindquist Fenuccio & Raber Architects, Inc.
- CEC** - Coastal Engineering Company, Inc. (Consulting Structural Engineering)
- G&V** - Griffith & Vary (MEP/FP Consulting Engineers)
- AMF** - A.M. Fogarty (Professional Cost Estimator)

Phase IA: Pre-Design & Conceptual Site Design

- Task 1.01 Obtain and review all available site surveys and prior site studies from the Town of Harwich Engineering Department, and obtain usable CAD digital files.
- Task 1.02 Conduct site visit to review and photograph existing conditions of the property and meet with the town engineer and harbormaster to review site constraints and opportunities.
- Task 1.03 Conduct overview of current 9th Edition State Building Code, Mass. State Plumbing Code, and Mass. Architectural Access Board Regulations (MAAB) for applicable code requirements as related to the proposed building.
- Task 1.04 Submit a Project Work Plan, Draft Schedule and list of pre-design programming and space questions to the building committee prior to kick-off meeting, especially as related to the identified needs.
- Task 1.05 Review Harwich Zoning By-Laws and local flood maps to confirm and outline applicable regulations which may affect site and building development (i.e. flood zone requirements, allowable uses, maximum lot coverage, minimum yard setbacks, parking requirements, height limitations etc...)
- Task 1.06 Prepare base Architectural Site Plans of the site and graphically represent the site's development "Opportunities & Constraints" as they relate to the building, the boardwalk, site lighting and landscaping.
- Task 1.07 Conduct pre-design kick-off meetings with the Building committee to review site survey drawings (provided by the Town), the code review memoranda, and discuss all programming/ space needs, boardwalk location and anticipated areas of site modifications. BLFR will then submit a follow-up Design Program Memorandum outlining the Town's overall space use, design, budgetary and schedule goals. (*Allowance of Two meetings included this task*)
- Task 1.10 Prepare a "Visual Preference" board to solicit pre-design feedback from building committee.

Anticipated Deliverables:

1. *Team Work Plan & Preliminary Project Schedule*
2. *Architectural Site Plan & Site Analysis Drawings as they relate to the buildings and boardwalk ("Site Opportunities & Constraints")*
3. *Tabulated Space Program Outline & Space Analysis*
4. *Space Use Bubble Diagrams to Clarify Organizational Space Relationships*
5. *Summary Outline of required zoning by-laws*
6. *Building Code Preliminary Outline*
7. *Meeting Agendas & follow-up Meeting Memoranda for all team meetings*
8. *Visual Preference Boards*

Phase IB: Schematic Design Phase

- Task 1.13 Prepare building code memorandum outlining general code conformance, use issues, occupancy & plumbing fixture count requirements, and HC accessibility issues which will affect the proposed new buildings and potential design solutions.
- Task 1.14 Based upon the pre-design programming information and results obtained during Phase IA, we will prepare several alternative loose format conceptual design sketches of the proposed buildings outlined in the Project Understanding above and present to building committee for discussion. The conceptual design drawings shall include various levels of the following:
- Architectural Site Plans w/ Zoning Development Tables
 - Floor Plans key noted with uses, sizes, and general furniture layout and special equipment to convey scale
 - Typical Building Cross Section(s)
 - Exterior Elevations / 3D Massing Site Perspective Drawings
- Task 1.15 Based upon preferred conceptual designs, prepare draft and final schematic design drawings and present to BC/THED. The schematic design drawings shall include:
- Architectural Site/Conceptual Landscape Design Plan
 - Preliminary Code Review
 - Key Noted Proposed Floor Plan(s)
 - Proposed Exterior Elevations
 - Proposed Building Sections with Preliminary Structural Notes & Systems identified
 - Proposed Room Finish Schedule
- Task 1.16 Meet with CEC, Consulting Structural Engineer and G&V, Consulting MEP Engineers to discuss and determine probable structural and MEP systems. Obtain written systems "scope of work" narratives for use during cost estimating phase.

- Task 1.17 Meet with building committee to review final building design drawings and structural/ MEP system narratives, and coordinate regularly with THED for preparation of the final site development drawings by THED and Landscape Architect retained by BLFR.
- Task 1.18 Prepare written "Scope of Work" Outline and preliminary material selections for building committee review, and for use in developing preliminary cost estimates.
- Task 1.19 Submit and review all appropriate site & building schematic design drawings and written scope of work outline to AME (Independent Cost Estimator retained by BLFR) for preparation of schematic-level construction cost estimate.
- Task 1.20 Upon receipt, review construction cost estimate with Building Committee and assist the Town preparation of an overall project budget (hard costs & soft costs) and discuss next steps to project development.
- Task 1.21 Prepare two and three-dimensional final color-rendered design presentation drawings for use by the Building Committee and in public information materials, obtaining local approvals, or other public presentation (ie. Town Meeting) purposes.
- Task 1.22 Meet with Town Engineering department, Planning department, and legal counsel, if necessary, to review project scope and local site plan and zoning approval process. Based upon the final selected design concepts, BLF&R will assist the Town with preparation for any special required municipal review processes. The Town Engineering department will be coordinating all environmental permitting.

Anticipated Deliverables:

1. *Updated Team Work Plan & Project Schedule*
2. *Conceptual and Schematic Building Design Drawings*
3. *Landscape Design Drawings and Preliminary Planting Plan within Work Limit Area*
4. *Site Lighting Design Drawings and fixture cuts required*
5. *Color-Rendered Design Presentation Drawings*
6. *MEP/Fire Protection Schematic Design Layouts & System Narratives*
7. *Structural Schematic Design Drawings & System Narratives*
8. *Outline Format Construction Specifications*
9. *Preliminary Construction Cost Estimate & Overall Project Budget*
10. *Various Meeting Memoranda*

Phase II: Regulatory Approvals Phase:

- Task 2.01 Submit all required boardwalk and building design drawings to Town Engineering department for their use in obtaining Conservation Commission approval.
- Task 2.02 Assist with all required presentations at public hearings.
(Allowance of three [3] Public Meetings Included In Basic Services)

Anticipated Deliverables:

1. Schematic Design Drawings
2. Color and Material Samples

PHASE III Design Development:

- Task 3.01 Obtain and review geotechnical/ soil test reports from testing company. BLFR will obtain cost proposal and retain testing company as a reimbursable expense.
- Task 3.02 Upon approval of the Schematic Design Drawings, and receipt of all project approvals, the Architects and consulting engineers will begin detailed development of the project and expand all documents as necessary (i.e. structural systems, interior elevations, MEP Documents etc.....)
- Task 3.03 Conduct final review of State Building Code and Accessibility Code for applicable requirements.
- Task 3.04 Assist Owner with final material, finish, equipment and mechanical system selections. Discuss potential energy saving/ sustainable design features.
- Task 3.05 Continue work on detailed design development documents to reach the 50% complete level.
- Task 3.06 Meet with local building official and fire department officials to review design and confirm that the systems will meet with approval upon application for permits.
- Task 3.07 Meet with Owner to review and approve Design Development documents and make any final adjustments to the design.
- Task 3.09 Design team to adjust plans accordingly based upon Design Development decisions.

PHASE IV Construction Documents:

Task 4.01 Prepare all necessary construction documents for all buildings including drawings and specifications as generally outlined below:

- Cover Sheet / Code Summary Table
- Architectural Site Plan
- Site Demolition Plan
- Proposed Landscape Design & Planting Plan
- Floor Plans
- Roof Plans
- Reflected Ceiling Plans
- Exterior Elevations
- Building Sections
- Large Scale Wall Sections
- Miscellaneous Architectural & Construction Details
- Window Schedules & Details
- Door Schedules & Details
- Special equipment location plans & schedule(s)
- Room Finish Schedules & Details
- Construction Specifications and Project Bidding Manual

Task 4.02 BLFR will coordinate the design of the following building systems prepared by the consulting Structural, Mechanical, Electrical, Plumbing & Fire Protection engineers to be retained by BLFR:

- Foundation Plans & Details
- Wall, Floor & Roof Framing Drawings & associated details
- Plumbing & Piping Design & Layout
- Heating & Ventilation Design & Layout
- Electrical System Design including Power Tel/Data Lighting & Fire Alarms
- Fire Suppression Design (assumed only at concession grilling area)
- Proposed Site Lighting Plan

Task 4.03 Coordinate design of the following site plan package to be prepared by the Town Engineering department:

- Existing Conditions Plan
- Proposed Layout Plans
- Proposed Grading Plan
- Proposed Drainage Plan
- Proposed Utility Plan
- Proposed Site Details as required

Note: The following documents are not generally included in the Architect's Basic Services and are usually handled through a direct contract with the owner:

- *Special Phone System & Telecommunication Systems, Radio System, Security System and Special Audio / Visual Systems*

- Task 4.04 Coordinate with the Town of Harwich for specific Front-End Bid Specification requirements
- Task 4.05 Obtain current State Prevailing Wage Schedule
- Task 4.06 Submit all Bid Documents to AMF for 2nd round of construction cost estimating based on final bid ready construction documents.
- Task 4.07 Upon receipt of updated cost estimate, we will prepare updated overall project budget and review with the Building Committee.

PHASE V Contractor Bidding / Contract Award:

- Task 5.01 Assist the Building Committee with the CH. 149 public bidding process and distribute bid documents to all team members.
- Task 5.02 Coordinate the transfer of bidding documents to an electronic format (ie. "Project Dog") for distribution to all eligible bidders.
- Task 5.03 Conduct Pre-Bid meeting at site and review all project requirements with prospective bidders. Prepare meeting minutes and distribute.
- Task 5.04 Provide technical assistance and issue any necessary addenda to filed sub-bidders or General Contractors during final bidding phase.
- Task 5.05 Receive and review all filed Subcontractor & General Bids with the Building Committee, provide Bid Tabulation sheets, and make recommendation for Award of Construction Contract. Provide reference checks on apparent low bidder.
- Task 5.06 Assist with preparation of the Town's standard Owner- Contractor Agreement.
- Task 5.07 Provide stamped architectural, structural, and MEP construction drawings, and stamped Construction Control Affidavits. Assist selected general contractor with their submittal of the Building Permit Application to the Town of Harwich Building Department.

PHASE VI Construction Administration:

- Task 6.01 During the construction phase, the BLFR shall represent the owner and shall visit and observe the site at regular intervals appropriate to the level of construction and to determine adherence to all Contract Documents. This proposal assumes meetings will be held on site weekly, or as otherwise agreed to with the Town. *(Allowance of 37 meetings included in Basic services)*
- Task 6.02 Communicate with the Building Committee to review construction progress and submit written construction meeting notes and all progress reports.

- Task 6.03 Prepare sketch plan clarifications during construction to assist the Building Committee and General Contractor.
- Task 6.04 Review and approve the contractor's monthly Application for Payment.
- Task 6.05 Review Product Submittals and Change Order Requests and all requested back-up material from the Contractor for approval by Owner.
- Task 6.06 Conduct final inspection and prepare "punch list" of incomplete items prior to determining that the project has reached substantial completion.
- Task 6.07 Forward all written warranties, owner manuals, and related documents required by the Contract Documents to the Building Committee.
- Task 6.08 Issue final affidavits at the completion of the project as required under the "Controlled Construction" portion of the building code.
- Task 6.09 Issue a final Certificate for Payment and assist Owner with project close-out.

Additional Services:

The following work items are considered additional services and are not included in the Architect's basic services itemized above. If requested by the Owner, the architect will submit a cost proposal for any additional services work; or if time is of the essence, these services will be provided on an hourly basis per the attached standard rate schedule:

- Attendance at meetings in excess of those included in the Basic Services for both design and construction periods.
- Municipal Filing Fees for Regulatory Approvals (assume by owner or waived)
- Hazardous Materials Evaluation or Testing.
- Structural Analysis or Detailed Summary of Existing Building Conditions.
- Detailed Existing Building Systems Assessment or follow-up reports by Mechanical, Electrical and Plumbing Engineering Consultants
- Specialized lighting systems design.
- Design, specification or procurement services for kitchen equipment.
- Provision of engineering services for building energy modelling or life cycle analysis.
- Provision of engineering services or documentation for efficiency rebate and incentive programs.
- Construction Materials Testing -- Assumed to be by owner's vendor
- Special 3-dimensional color rendered perspectives or marketing graphics.
- Fire Protection (sprinkler) Design Drawings, Flow Calculation, & Specifications

- Any Owner-requested design changes desired after the schematic design or construction drawings have been completed and approved or once construction has commenced.
- Interior Design other than normal color selections provided by the Architect, including non-fixed elements (furniture, special window or wall treatments, special accessories, etc...). Including accompanying Owner to showrooms for interior material selections.
- Design, specification or procurement of Telephone, Computer Data, Security or Audio Visual Systems.
- Furniture system selections or procurement.
- Survey and Documentation for Final Site or Building As-Built Plans.
- Architect's Involvement coordinating and resolving any post-occupancy warranty issues with Owner and General Contractor.

FEE PROPOSAL

Brown Lindquist Fenuccio & Raber Architects, Inc. and our Consultant Team will provide the outlined services for the following fees plus normal reimbursable expenses listed below:

Phase I: Pre-Design & Schematic Design Phase

➤ Architectural Fee	= \$ 40,750
➤ Structural Engineering Fee	= \$ 14,375
➤ Consulting MEP/FP Fee	= \$ 10,523
➤ Cost Estimating Consultant Fee	= \$ 4,600
<hr/>	
Sub-Total	= \$ 70,248

Phase II: Regulatory Approvals Phase:

➤ Architectural Fee	= \$ 5,500
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Phase III & IV: Design Development and Construction Documents Phase:

➤ Architectural Fee	= \$ 98,480
➤ Structural Engineering Fee	= \$ 14,375
➤ Consulting MEP/FP Fee	= \$ 23,150
➤ Cost Estimating Consultant Fee	= \$ 8,625
<hr/>	
Sub-Total	= \$144,630

Sub-Total Fee for Phases I, II, III & IV = **\$220,378**

Note: Phases V & VI: Bidding/ Contract Award and Construction Administration Phase shall not be authorized until the project and budget is approved at Town meeting.

Phase V: Bidding/ Contract Award:

➤ Architectural Fee	= \$ 4,500
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Phase VI: Construction Administration:

➤ Architectural Fee	= \$ 56,305
➤ Structural Engineering Fee	= \$ 8,625
➤ Consulting MEP/FP Fee	= \$ 8,418
<hr/>	

Sub-Total Fee for Phases V & VI = **\$ 77,848**

Total Fee for ALL Phases..... = **\$298,226**

Hourly Rate Schedule for Additional Services

Principal Rate	= \$ 185.00/Hr.	Associate Architect	= \$125.00/Hr.
Project Manager/Architect	= \$ 100.00/Hr.	CAD Drafter Level I	= \$ 90.00/Hr.
CAD Drafter Level II	= \$ 75.00/Hr.	Administrative Staff	= \$ 50.00/Hr.
Interior Designer	= \$ 125.00/Hr.		

Estimated reimbursable Expenses:

➤ General (i.e. Printing, mileage, printing, etc....)	= \$ 10,000
➤ Geotechnical Soils Boring and Report (Allowance)	= \$ 5,000
<hr/>	
Sub-Total	= \$ 15,000

Reimbursable Expenses

- Mileage expenses for travel at .54/ mile
- Preparation of Topographic Property Survey and Septic System Design (1.15 x actual consultant cost)
- Preparation of scaled Presentation Model (1.15 x actual cost)
- Reprographic work including printing of all documents at customary rates (1.15 x actual cost) or at our in-house rate of \$2.00 per 24" x 36" B&W sheet, \$25.00 per 24" x 36" Color sheet
- 8 1/2" x 11" or 11" x 17" Color Prints at the rate of \$3.00 / each
- Any special Consultants expense requested by Town (1.15 x actual cost)
- Municipal filing fees

Design Fee Retainer required to commence work: = \$ 0

Terms: The attached "Standard Conditions of the Agreement" are incorporated into this Proposal and considered a part hereof.

PROPOSAL ACCEPTANCE:

Christopher Clark, Town Administrator Date
Town of Harwich, MA

Richard P. Fenuccio Date
Brown Lindquist Fenuccio & Raber Architects, Inc.

Standard Conditions of the Agreement

PAYMENT: Invoices will be rendered monthly, as work progresses. The CLIENT agrees that funds are readily available in the amount of the total fee. Invoices are due and payable upon receipt and no later than 30 days from the date of invoice. Amounts past due are subject to a service charge of 1.5% per month (18% annually). The CLIENT agrees to pay reasonable attorney's fees and any collection agency fees incurred in the collection of any amount owed thereunder and not paid when due. ARCHITECT reserves the right to stop the work on accounts unpaid or partially paid after 45 days from billing date. CLIENT reserves the right to terminate work at any time and will compensate ARCHITECT for work completed to date of termination.

ADJUSTMENT TO HOURLY RATE SCHEDULE: The ARCHITECT reserves the right to adjust the Hourly Rate Schedule as included herein during the contract period, but will notify the CLIENT as to how the adjustment will affect the project fees.

INSURANCE: ARCHITECT is covered by Worker's Compensation Insurance and Public and Professional Liability Insurance. ARCHITECT will furnish certification upon request.

OWNERSHIP OF DOCUMENTS: The ARCHITECT reserves copyright protection of any completed design work. All Documents, including original drawings, estimates, specifications, field notes, and data, are and shall remain the sole and exclusive property of the ARCHITECT as instruments of service. The CLIENT may, at his/her expense, obtain record prints of drawings, in consideration of which the CLIENT will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereto.

USE OF DOCUMENTS: Services performed and Documents prepared by the ARCHITECT under this agreement shall be for the benefit of CLIENT only and may not be relied upon by any third party(ies) unless specifically agreed to in advance by ARCHITECT or CLIENT.

CONSTRUCTION SERVICES: On request, ARCHITECT will provide personnel to observe construction in order to ascertain that it is, in general, being performed in accordance with our plans and/or specifications. This does not make ARCHITECT a guarantor of any contractor's work, and the CLIENT and CLIENT'S Agent will continue to be responsible for the accuracy and adequacy of all construction performed.

The ARCHITECT and the CLIENT agree that if the Owner does not retain the ARCHITECT for the construction administration services provided herein, then the CLIENT shall be solely responsible for interpreting the contract documents and observing the work of the contractor or sub-contractors to discover, correct or mitigate errors, inconsistencies or omissions. If the CLIENT authorizes deviations, recorded or unrecorded, from the documents prepared by the ARCHITECT, the CLIENT shall not bring any claim against the ARCHITECT and shall indemnify and hold the ARCHITECT, its agents and employees, harmless from and against claims, losses, damages and expenses, including, but not limited to defense costs and the time of the ARCHITECT, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

INDEMNIFICATION: The CLIENT will agree to limit ARCHITECT'S liability resulting from errors and/or omissions in Architectural design information furnished to the CLIENT to those portions of the design prepared by us and in an amount not to exceed ARCHITECT'S fee. The CLIENT agrees to require a like limitation from any contractor engaged to perform work for which

ARCHITECT has provided reports, plans and/or specifications. The CLIENT shall further indemnify and hold ARCHITECT harmless from any liability resulting from the acts, errors, or omissions of the CLIENT or CLIENT'S Agents, contractors, or assigns. Such indemnification shall include the cost of defense arising

in any way with claims connected with any such liability excepting only such liability as may arise out of the ARCHITECT'S sole negligence in performance of services.

WARRANTY: ARCHITECT'S professional services will be performed in accordance with generally accepted Architectural practices. This warrant is in lieu of all other warranties expressed or implied.

ELECTRONIC FILES: Electronic files are transmitted for informational purposes only and at the request of the CLIENT or CLIENT'S agent. Brown Lindquist Fenuccio & Raber Architects, Inc. official product is limited to its signed and sealed hard copy of plans, specifications, and/or studies. The CLIENT agrees to hold Brown Lindquist Fenuccio & Raber Architects, Inc. harmless for any damages incurred from inappropriate or illegal uses resulting from any electronic transfer of information that was requested by the CLIENT or CLIENT'S agent.

SCHEDULE TO COMMENCE SERVICES: Brown Lindquist Fenuccio & Raber Architects, Inc. proposes to begin the services identified in Phase I, Section A upon receipt of CLIENT'S written authorization to proceed. This offer to perform services is valid for a period of ninety (90) days from the date of the proposal.

Summary of Insurance
Coverage Limits- EXHIBIT 'D'

Type of Insurance	Policy	Policy effective	Policy expiration	Limits	
Commercial General Liability <ul style="list-style-type: none"> • Business Owners • Liability • Gen Aggregate limit applies to policy 	2001X0670	7/16/16	7/16/17	Each occur Damage to rental premises Med Expense (any 1 person) Personal and Adv Injury General Aggregate Products-Comp/ OP Agg	\$1,000,000 \$ 100,000 \$ 5,000 \$1,000,000 \$2,000,000 \$2,000,000
Automobile Liability <ul style="list-style-type: none"> • Hired Auto • Scheduled Auto • Non-Owned Autos 	2001C6171	10/08/15	10/08/16	Combined Single Limit	\$1,000,000
Workers Compensation and Employee Liability <ul style="list-style-type: none"> • Partners not excluded 	2001W6662	3/22/16	3/22/17	E.L Each Accident E.L Disease-Each employee E.L Disease-Policy Limit	\$ 500,000 \$ 500,000 \$ 500,000
Professional Liability	Western World Insurance PSD00120202	5/13/16	5/13/17	Limit of Liability Each Claim Policy Aggregate Limit	\$2,000,000 \$2,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Mark Sylvia Insurance Agency LLC 404 Main Street Centerville, MA 02632	CONTACT NAME: Donna Ostrowski PHONE (A/C No. Ex): (608)957-2125 FAX (A/C No): 508-957-2781 E-MAIL ADDRESS: mark@marksylviainsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Farm Family Casualty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Western World Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Farm Family Casualty Insurance Co.		INSURER B:	Western World Insurance Co.		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED: Brown, Lindquist, Fenuccio & Raber Architects Inc 203 Willow St. Suite A Yarmouthport, MA 02675																					

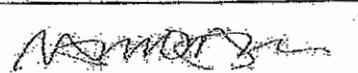
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS <input checked="" type="checkbox"/> LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		2001X0670	7/16/2016	7/16/2017	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						OTHER	\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2001C6171	10/8/2015	10/8/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						OTHER	\$
	UMBRELLA LIAB: <input type="checkbox"/> OCCUR EXCESS LIAB: <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTIONS:					EACH OCCURRENCE	\$
						AGGREGATE	\$
						OTHER	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	2001W6662	3/22/2016	3/22/2017	PER STATUTE	OTHER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Professional Liability		PSD00120202	5/13/2016	5/13/2017	Limit of Liability	\$2,000,000
						Each Claim Limit	\$2,000,000
						Policy Aggregate Limit:	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ARCHITECTS:
Insurance coverage is limited to the terms, conditions, exclusions, other limitations and endorsements. Nothing contained in the certificate of insurance shall be deemed to have altered, waived or extended the coverage provided by the policy provisions.

CERTIFICATE HOLDER (508)430-4703 Town of Harwich 732 Main Street Harwich, MA 02645	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Lynch, Malloy, Marini, LLP
Certified Public Accountants & Advisors

To the Board of Selectmen and Management:

Town of Harwich, Massachusetts
732 Main Street
Harwich, MA 02645

We are pleased to confirm our understanding of the services we are to provide the Town of Harwich, Massachusetts for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Harwich, Massachusetts as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Harwich, Massachusetts' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Harwich, Massachusetts' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress – Other Post-Employment Benefit Plan (OPEB).
- 3) Schedule of Pension Contributions.
- 4) Budgetary Comparison Schedule – General Fund & Community Preservation Fund.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Town of Harwich, Massachusetts and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Harwich, Massachusetts' financial statements. Our report will be addressed to the Board of Selectmen of the Town of Harwich, Massachusetts. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Harwich, Massachusetts is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Harwich, Massachusetts' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes and required supplementary information (RSI) as previously defined of the Town of Harwich, Massachusetts in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services, related notes and RSI. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes, RSI and other information, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, and that you have reviewed and approved the financial statements and related notes, and RSI prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will schedule the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliations of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

We will provide copies of our reports to the Town of Harwich, Massachusetts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lynch, Malloy, Marini, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State or Federal Monitoring Agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lynch, Malloy, Marini, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State or Federal Monitoring Agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Robert J. Lynch is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Lynch, Malloy, Marini, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

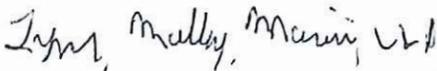
Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$41,000 based on our signed proposal dated August 27, 2013. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for previously defined circumstances under professional standards, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We have provided you a copy of our most recent external peer review report. Accordingly, our 2014 peer review report accompanies this letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to the Town of Harwich, Massachusetts and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,



Lynch, Malloy, Marini, LLP (by Robert J. Lynch, CPA, Partner)

Date: 08/01/16

RESPONSE:

This letter correctly sets forth the understanding of the Town of Harwich, Massachusetts.

Management signature: _____
[Town Administrator]

Date: _____

Governance signature: _____
[Title: Chair, on behalf of the Board of Selectmen]

Date: _____

D.E. Rodrigues & Company, Inc.

Certified Public Accountants

215 Pleasant St. Fl. 4 – PO Box 3634
Fall River, Massachusetts 02722

Tel: (508)679-6079 (508)999-0020
Fax: (508)672-4938

System Review Report

To Lynch, Malloy, Marini, LLP and the Peer Review Committee of
The Massachusetts Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Lynch, Malloy, Marini, LLP (the firm) in effect for the year ended April 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed in accordance with Governmental Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Lynch, Malloy, Marini, LLP in effect for the year ended April 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lynch, Malloy, Marini, LLP has received a peer review rating of *pass*.



August 19, 2014

Where Your Financial Success Begins

Member: American Institute of Certified Public Accountants - Division for Firms
Web: WWW.Rodriguesandcompany.com Email: Rodriguesandco@worldnet.att.net

Harwich Recreation Department & Commission



Memo



DATE: September 27, 2016

TO: Board of Selectmen
PHONE: 508-430-7513
FAX: 508-430-5039

FROM: Recreation and Youth Commission; Recreation Director

PHONE: 508-430-7553
FAX: 508-430-7579

At a meeting of the Recreation and Youth Commission on Tuesday September 27th, 2016 the Commission voted to approve the bid of \$14,650 with an add alternate of \$4900 for a total of \$19,550 from East Coast Sealcoating for the re-surfacing of the 4 tennis courts at Brooks Park.

Attached please find a copy of the bids submitted on Thursday September 15, 2016.

Eric Beebe

John Mahan


Recreation Director


Recreation and Youth Commission, Chairman

100 Oak Street

Harwich, MA 02645

Fax 508-430-7579

Director:

Executive Assistant:

Recreation Program Specialist:

Eric J. Beebe 508-430-7552
ebeebe@town.harwich.ma.us

Lee A. Ames 508-430-7553
lhemeon@town.harwich.ma.us

Susan H. Fraser 508-430-7554
sfraser@town.harwich.ma.us

Bid Opening Minutes
Thursday, September 15, 2016
Resurface Tennis Courts at Brooks Park

At 2:00 P.M., September 15, 2016, in the presence of Paul Sweetser, Eric Beebe, and Frank Crowley, Bob Cafarelli received and opened sealed bids for the tennis court resurfacing at Brooks Park.

Two bids were submitted:

Company Name	Bid Price	Add Alt
East Coast Sealcoating	\$14,650	\$4,900
J.G Coffey Co. LLC	\$21,896	\$6,351.40

The bids were taken under advisement for review and recommendation by the Recreation Commission to the Board of Selectmen for award of contract at a later date.

The bid opening was adjourned at 2:10 pm

Notes by: Bob Cafarelli, Town Engineer

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 3rd day of October, 2016 by the Town of Harwich, Massachusetts, hereinafter called the "Owner" and East Coast Sealcoating, hereinafter called the "Contractor."

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

ARTICLE 1. SCOPE OF WORK:

The Contractor shall perform all the work required for the Repair and resurface of four existing tennis courts at Brooks Park, Oak Street, Harwich, MA in accordance with the Invitation for Bids, Instructions to Bidders, Bid Specifications and any other related documents, prepared by the Town of Harwich.

ARTICLE 2. TIME OF COMPLETION:

The contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner and shall bring the work to completion prior to November 18, 2016.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order the Contract Sum of: \$14,650 with an add alternate of \$4,900 for a total of \$19,550

ARTICLE 4. THE CONTRACT DOCUMENTS:

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

ARTICLE 5. BONDS AND INSURANCE:

The contractor shall furnish the following bonds and insurance certificates as contract security:

1. Insurance certificates, satisfactory to the Town, as proof of having met the requirements of Section 15, Instructions to Bidders;
2. Labor and Materials Bond equal to 50% (Fifty Percent) of the contract price;

ARTICLE 6. CONTRACT TERMINATION:

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

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

ARTICLE 7. ASSIGNMENT:

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

ARTICLE 8. AMENDMENTS:

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

ARTICLE 9. INDEMNIFICATION:

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

ARTICLE 10. APPROPRIATION:

This Agreement is subject to appropriation.

ARTICLE 11. DISCRIMINATION:

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

The undersigned, Andrew Gould, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number 80271292.616037.

Andrew Gould
Andrew Gould, Finance Director/Town Accountant

CONTRACTOR:

Company Name:

Signed By:

Title:

Date:

THE TOWN:

Harwich Board of Selectmen

ATTEST:

Name: _____

Title: _____

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

September 1, 2016

Jay Briggs
Building Department
732 Main St.
Harwich, MA 02645

Dear Jay:

We are pleased to appoint you as Temporary Building Department Head/Local Inspector effective today, September 1, 2016. Your pay will be temporarily increased to the equivalent of the SEIU Grade M4 Step 1 \$36.64/Hour.

This temporary promotion is effective pending passing of the final exam for the Massachusetts Local Inspector Status. At that time we are pleased to offer you the appointment as the Building Commissioner for the Town of Harwich. I look forward to your continued positive contributions to the Building Department and Community Development.

This conditional offer letter confirms our understanding of your employment terms with the Town.

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name will be put forth for confirmation. Successful confirmation will be needed to finalize appointment.
- Your continued employment is subject to your obtaining a Massachusetts Building Commissioner certificate within one year of date of employment

Your position title will be Building Commissioner and your starting date will be October 11, 2016. This position is included in the SEIU Local 888 Union and your employment is subject to the rights and obligations included in the contract which is attached. Your starting salary will be \$68,612 annually (Grade M-4, Step 2). You will be eligible for a step increase one year from your appointment date, after a positive evaluation.

Please read the letter and confirm your understanding of the terms of your employment by signing the bottom of this letter and returning a copy to us for your personnel file.

Please feel free to contact me if you have any questions.

Sincerely,

Christopher Clark
Town Administrator

Attachment

Jay Briggs

Date

cc: Board of Selectmen
Assistant Town Administrator

Finance Director/Town Accountant



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

Tel 508-430-7541

Fax 508-432-2530



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

September 27, 2016

Honorable Board of Selectmen
Michael MacAskill, Chairman
Town of Harwich
732 Main Street
Harwich, MA 02645

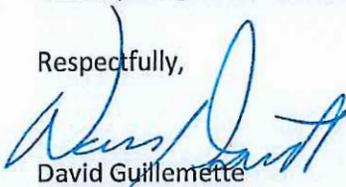
Mr. MacAskill:

With the recent retirement of Stephen Cody, and the pending retirement of Donna Tavano from the records section of the Harwich Police Department, much thought has been given as to the realignment of duties and responsibilities that these two outstanding employees were tasked with. Upon the arrival of Chief Guillemette, he immediately recognized the need for an in-house Information Technology person. Currently this role is fulfilled by a Detective, Fire Lieutenant, outside contractor and the Town's I.T. Director. With this in mind, and after extensive conversation with department employees, it was clear that we are being presented with an opportunity that we should take advantage of.

It is proposed that a Record's Specialist be hired to replace Ms Tavano upon her retirement. This position (see attached job description) will encompass all the responsibilities currently assigned to Ms Tavano, all the responsibilities that were assigned to Mr. Cody. In addition this person will be the designated back up to the Executive Assistant to the Chief of Police (Katie Varley) in regards to payroll preparation when she is out of the office. Ms Varley and the members of the command staff of the Harwich Police Department, will provide back up to the Record Specialist when he/she is out of the office. This position has been discussed and approved by the Harwich Employee Association.

The realignment of Mr. Cody's former position is still a matter of discussion, but it is our intention to utilize funds that were budgeted for his position, along with other budgeted funds, with possible funds from the fire department as well, to create a part-time I.T. position within our department. This person will perform many of the task related to our computer network that is currently the responsibility of one of our detectives, outside contractor, fire lieutenant, and Mr. Banford. It is understood that this position will require greater research, consideration and negotiation before it can become a reality.

Respectfully,


David Guillemette
Chief of Police


Thomas Gagnon
Deputy Chief of Police

Harwich Police Department

Job Description for:

RECORDS SPECIALIST

NATURE OF WORK

Specialized clerical work of a complex and varied nature requiring the application of independent judgment, interpretation, and appropriate application of records laws, policies, and regulations on the basis of knowledge gained through training, experience on the job, research ability, and established precedent. Responsibilities include operation of various kinds of office equipment, computers, and extensive contact with the public. Guidance and direction may be provided to other employees assisting in routine detail.

Work hours are generally Monday through Friday, 8:30 A.M. through 4:00 P.M.; however, some variation may be necessary on occasions to meet the need and demands of providing quality services to the public and Department. Work and lunch breaks are staggered with other employees to insure functional coverage during scheduled hours of operation. Scheduling vacation and other leave is based upon seniority within the Department. Punctuality is expected due to staffing needs for scheduled business hours of service for public inquiries.

ESSENTIAL DUTIES

Receives and prepares reports for distribution to District and Superior Courts, District Attorney's Office, Court Prosecutor, Department employees, and other law enforcement agencies.

Separates, sorts, and files documents alphabetically, numerically, or by other established classifications; retrieves material from the files upon request and maintains records on the movement of file materials.

Receives, duplicates, and distributes a variety of reports and forms; checks reports and papers for clerical accuracy, completeness, and compliance with established standards and procedures.

Enters crime information from reports into computer systems.

Retrieves information upon request.

Reads, classifies, codes and tallies reports according to established coding systems, requiring understanding and knowledge of coding procedures and the use of independent judgment.

Compiles Uniform Crime Report information for reporting to the Commonwealth of Massachusetts, Federal Bureau of Investigations, various law enforcement agencies, and other authorized organizations.

May receive and process Department mail.

Responds to requests for report research and make copies in compliance with Department Policies and the open records guidelines (CORI) as provided in the Massachusetts General Laws.

Receives phone calls, answers routine questions, completes forms, and refers inquiries to appropriate persons for action.

Serves as receptionist for the Police Department facility as needed.

Department. Job functions must be performed in a closed work area with limited access. During duty periods, records personnel may be confined to this area for long periods of time, exposed to emergency situations and stressful contacts with the public both in person and by phone. Employees must demonstrate the ability to meet the physical demands of the job, including the ability to reach and retrieve files from a height of eight to ten feet utilizing a ladder or step stool, and to be able to stoop or bend to floor level, lift and carry paper supplies for the Department and archived records weighing up to 25 pounds (a dolly and special retrieval ladder is available to assist in this). This position requires the extensive utilization of computers on a daily bases for data entry, analysis, retrieval, and distribution of police documents and related material.

Police reports may contain violent, offensive, and/or sexually graphic material related to serious and traumatic criminal events. Records personnel are subjected to reading these reports, overhearing discussions related to their content, and may view photographs or other evidence in the context of official and necessary Departmental operations.

Police records contain privileged, restricted, and/or confidential information where improper distribution may result in civil litigation, criminal prosecution, adverse impact on continuing investigations, and/or endangering police officers. Due to the serious consequences of inappropriate distribution of information gained during the course of functioning as a Police Department employee, **failing to maintain appropriate confidentiality is grounds for termination from the Department.**

Records personnel must be able to retrieve information from all areas of the center as required, handle several situations simultaneously under often stressful conditions, and communicate with the public in a positive manner which reflects professionally on the Town as well as the Police Department.

EDUCATION, EXPERIENCE AND FORMAL TRAINING

High School Diploma or equivalent and 3-5 years' experience in an office setting dealing with the public, or an equivalent of education or experience.

OTHER NECESSARY REQUIREMENTS

Applicants must be United States citizens fluent in the written and spoken English language. Successful candidates will be required to complete a pre-placement physical, full background investigation, and a substance screen prior to employment. Other tests may be required. All appointments will include a minimum six month probationary period. The probationary period is a continuation of the selection process during which time disciplinary action or discharge shall not be subject to grievance or arbitration.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



MEMO

To: Board of Selectmen

From: Christopher Clark
Town Administrator

Date: September 27, 2016

Subject: Recommendation on Perks Disciplinary Hearing

After hearing all testimony at a Disciplinary Hearing on Perks Entertainment License which I held on Tuesday, September 27, 2016, I make the following recommendation for the Board of Selectmen with regard to incidents on July 6, 2016, August 10, 2016 and August 13, 2016:

I recommend that the Board of Selectmen issue a letter of warning to Taylor Powell, Manager of Perks, for violations of the conditions of their Weekday Entertainment License relating to incidents of music performances past the hours specified on their license on July 6, 2016 and August 10, 2016. Mr. Powell attended a compliance meeting in June about license conditions. The letter should indicate that the Board recognizes that this season was the first with significant complaints and will follow a progressive course of discipline, if needed, up to and including revocation of Entertainment License and/or Liquor License for any future violations.

Please note that I have determined that the August 13, 2016 incident does not constitute a violation of license conditions as the music ended at 10:00 p.m. The officer who responded was within 150 feet (reasonable person standard) and the music was immediately turned down after requested at 9:30 p.m. The license holder appears to be remorseful and willing to comply with the conditions. Attached please find detailed minutes of the hearing.

I suggest that the Board discuss, prior to the 2017 license renewals, the matter of granting all entertainment licenses with uniform ending hours for entertainment as well as changing the standard that music within a dwelling should be contained within premises. Any music outside should adopt the standard used in the Noise By-Law – clearly audible from greater than 150 feet.

Minutes
Perks Disciplinary Hearing
Harwich Town Hall
Town Administrator's Office
September 27, 2016
10:00 a.m.

In attendance: Christopher Clark – Town Administrator, Greg Corbo – Town Counsel, David Guillemette – Police Chief, Lt. Kevin Considine, Taylor Powell – Manager (via Skype), Sarah Powell (via Skype), Ann Steidel – Administrative Secretary, Sgt. Adam Hutton, Lisa Sawin, Gary Sawin, Laurel Beloin.

Mr. Clark discussed the process by which the hearing would be conducted and noted that his findings would be reported to the Board of Selectmen. At Atty. Corbo's request, all participants introduced themselves. Mr. Clark noted that this was not an advertised hearing and was referred to him by the Board of Selectmen. He opened the hearing at 10:11 a.m. and read the letter of notice of disciplinary hearing. He noted that the incidents on July 6, 2016, August 10, 2016 and August 13, 2016 were the only ones to be discussed after which he swore in all those giving testimony.

Atty. Corbo noted that the following documents are part of the file: 1. Hearing notice and memo from Police Chief, 2. Police call logs, 3. Police incident report narratives, 4. Entertainment License, 5. Liquor License. He then asked Chief Guillemette to give a synopsis of the complaints.

Atty. Corbo called for testimony from Chief Guillemette, Lt. Considine and Sgt. Hutton, respectively.

Chief Guillemette reported on that on June 16 he held an informational meeting for all liquor licenses holders at which time the liquor licenses regulations were reviewed and there was a presentation from an ABCC investigator. He noted that Mr. Powell was at that meeting. Chief Guillemette further reported that there were 9 complaints of noise at Perks between June 24, 2016 and August 29, 2016 of which 2 were determined to be noise not related to Perks. He stated that of the 7 remaining it was determined that there was no violation occurring for 3 of them when Police arrived, and one was in the early morning. He said he decided he would focus on the 3 remaining incidents – July 6, 2016, August 10, 2016 and August 13, 2016.

Lt. Considine stated that at the Chief's request he placed a call on July 7, 2016 to Mr. Powell and in that conversation they went over the permit conditions and hours. He commented that it was a good conversation and he had suggested to Mr. Powell that he end music at 9:45 p.m. to allow a buffer and Mr. Powell thought that was a good idea. He noted that the music ended at 10:09 p.m. on August 10, 2016 and at 10:30 p.m. on August 13, 2016. Lt. Considine noted that he was not dispatched to any of the incidents at Perks.

Sgt. Hutton reported that on August 13, 2016 he was supervising the evening shift. He noted that at 9:30 p.m. he responded to a complaint of loud music and strobe lights at Perks. He stated that he parked in the Chamber of Commerce parking lot and could hear the music and see the strobe lights. He said he approached Mr. Powell and told him to lower the music and turn off the strobes and Mr. Powell complied.

Chief Guillemette stated that on Wednesday, July 6, 2016 at 11:00 p.m. (Case #16-8851) the Police log indicates a noise complaint which was responded to by Officer Marc Harris who indicated that he spoke

with Mr. Powell and he turned down the music. He further stated that on August 10, 2016 (Case #16-0776) a complaint of loud noise was received at 10:09 p.m. He noted that Officer Goshgarian responded and noted in the Police report that he could hear the music from Schoolhouse Parking Lot, he told a staff member the music needed to stop, and the music stopped without further incident.

Ms. Powell questioned the difference between the Noise By-Law and the license restrictions and pointed out that in one instance the music was from there house. Atty. Corbo said the license conditions needs to be adhered to.

Mr. Powell apologized for the June 24, 2016 morning incident noting that it was just a case of someone pressing the button for the outside speakers when they normally play music inside and he has spoken to staff about this. He pointed out that he lives upstairs. Mr. Clark responded that this incident is not specific to the charges in this hearing.

Mr. Powell questioned who brought this to the Board's attention and Mr. Clark responded that Ms. Sawin came in to see him. He said he forwarded the complaint to Chief Guillemette but did go out to see the site later that evening. He also questioned if this is a Noise By-Law violation or a violation of the Entertainment License and Mr. Clark responded that we are here for the Entertainment License.

Mr. Corbo explained the laws noting that on the one hand the Board of Selectmen sets forth certain conditions in the license including "Not to Exceed Licensed Premises" as well as hours so if noise can be heard outside of the 4 corners of the establishment they may be subject to discipline. He noted that parallel to the license is the Noise By-Law which states that noise cannot be plainly audible at a distance of 150 feet from the building or they could be subject to a fine. He stated that anyone can be subject to that fine regardless if they have a license or not. He said we are here to determine if there was violation of the license, which he said is more restrictive than the Noise By-Law.

Mr. Powell stated that the license does not mention strobe lights and he noted that they were not strobe lights but rather were just the musician's lights. He said that he was not notified that he was in violation and that July 6, 2016 and August 10, 2016 were music stroll nights and there was a heavy influx of people. He added that there is a blanket law that nobody needs a license on stroll night.

Lt. Considine responded that the stroll ends at 9:00 p.m. and everyone under the music stroll umbrella knows that. Atty. Corbo questioned if this is outside of the licensed entertainment and Lt. Considine responded that it is. Mr. Powell said it includes both licensed and unlicensed establishments and he provides a band. Chief Guillemette stated that after 9:00 p.m. it isn't part of the stroll and they are held to their entertainment license.

Ms. Sawin stated that the music was going on after 10:00 p.m. on stroll nights. She displayed a photo of a speaker facing her property and questioned how the music could not be exceeded the 4 corners of the property. Mr. Powell responded that the speaker was moved earlier in the summer. Ms. Sawin stated that she took the photo the day after the August 13, 2016 incident. Mr. Clark questioned if Sgt. Hutton was beyond the 150 feet when he observed Perks from the parking lot on August 13, 2016 and Sgt. Hutton responded that he believed he was. Ms. Sawin stated that the music was loud enough that if a guest wanted to go to sleep early, they could not. She provided a video/audio of the music emanating from Perks which she noted that she shot it from outside the door of her bedroom located at the far side of the building, away from Perks. Mr. Sawin said it is 60 feet to the boundary line. Ms. Sawin said they do not take out the storm windows from their bedroom all summer because of the noise and they

do not have fans or air conditioning on. Mr. Clark questioned if the music ended at 10:00 p.m. on August 13, 2016 and Ms. Sawin said it did.

Atty. Corbo questioned if Ms. Sawin made the complaint on August 10, 2016 and she responded that it was a guest complaint. She said the July 6, 2016 complaint was probably from her.

Ms. Beloin stated that her house is more than 150 feet from Perks and they can hear the music even with the air conditioning in the bedrooms. She added that they can also hear music from Ember.

Mr. Clark stated that he feels that the July 7, 2016 incident of music at 11:00 p.m. is proven as well as the August 10, 2016 incident of music at 10:09 p.m. He stated that he doesn't think the August 13, 2016 incident constitutes a violation as the music ended at 10:00 p.m. He added that currently there are various license hours for the different establishments and he believes there should be a more uniform schedule and the Board may consider this. He noted that there are several different recommendations for disciplinary actions he could make from a written warning to revocation of license but he is leaning toward the more shallow end.

Mr. Powell commented that for 7 seasons there have been no problems at Perks, the issues are all from the Grey Gull, they are zoned commercially, the area is 90% seasonal, there are zero lot lines, they are an outdoor venue, and they intend to tone down the music in the future. He apologized again and he said he did not believe there should be a punishment due to the conflicting license restrictions and Noise By-Law.

Atty. Corbo said his role is to assist in the presentation of evidence and explain the law. He suggested things to be considered as follows: possibly the license is too restrictive, there is sufficient evidence of violations on July 6, 2016 and August 10, 2016, it is a first offense, the Police Department met with Mr. Powell on June 24, 2016 and July 7, 2016 and yet there was still a violation.

Chief Guillemette said his opinion is there are clearly 3 violations of the Entertainment License and suggested a written warning be made.

Mr. Corbo stressed that the Entertainment License and Liquor License are intertwined.

Lt. Considine stated that there was more music this year than ever. Ms. Sawin stated that this is the first year they had all alcohol. She stated that their business has lost 2 customers due to this noise issue. She commented that Perks went from a strumming guitarist to outside Irish pub.

Mr. Clark explained that he would take his recommendation to the Board and provide notification when it is ready and on the Board's agenda. He also described the appeal process.

Mr. Clark closed the hearing at 11:27 p.m.

Submitted by,

Ann Steidel
Administrative Secretary

REPORT TO THE HARWICH BOARD OF SELECTMEN

The Planning Board and the Planning Department's work is divided into two functions: Regulatory Review and Planning.

The Regulatory Review is straight forward. In 2016 there were the following submissions:

Site Plan Reviews 7
Special Permits 1
Waiver of Site Plan Review 1

Approval Not Required 2
Preliminary Sub Divisions 1
Definitive Plan with Prelim 4
Definitive Plan with Modification 3
Definitive Plan with Panhandle 1
Covenant Release 5

The second part of the Department's mandate Planning is more difficult to quantify. However, some of the areas currently being reviewed are as follows:

In 2016 Litigation procedures were successfully concluded between Harwich and Cumberland Farms with a mutually agreeable settlement.

Work continued on the East Harwich Zoning Amendment with a submission to the Board of Selectmen. The Planning Board is looking forward to moving this rezoning amendment forward by working with the East Harwich residents, the Board of Selectmen and the Planning Board. Work will also continue on creation of work force housing and the ultimate re-use of the Harwich Middle School.

The Route #28 Planning initiative was completed and will be reviewed and re calibrated to match the timetable for the Saquatucket Harbor improvements on the water and land side of the Harbor. Ideally some of the Physical improvements to Route 28 can be coordinated with the construction schedule currently anticipated for the fall winter of 2017/18 timeframe.

Finally, the Planning Board continues to keep open the lines of communication with other Harwich Committees by coordination with liaisons designated as follows:

Wastewater Implementation - Peter DeBakker
Capital Outlay - Joe McParland
Trails Committee - Alan Peterson
Community Preservation - Peter de Bakker & Jim Atkinson
Saquatucket Harbor - Larry Brophy

The Planning Board will try to remain proactive and up to date with innovations and updates to Land Use Planning in Harwich.

Respectfully submitted,

Lawrence Brophy

I. ESTABLISHMENT OF A PLANNING BOARD

Although Planning Boards and Boards of Survey established under earlier statutes still exist in the Commonwealth, this publication will generally address the powers and duties of a Planning Board established under Chapter 41, Section 81-A, M.G.L.

A. The organization of Planning Boards established under the provisions of Chapter 41, Section 81-A.¹

1. The Planning Board SHALL consist of not less than five nor more than nine members.
2. Planning Board members in a city SHALL be appointed by the Mayor subject to City Council confirmation.
3. Planning Board members in a town MAY be either elected at the annual Town Meeting or appointed in such manner as an annual Town Meeting may determine.
4. When a Planning Board is first established, terms SHALL be so arranged that the term of at least one member will expire each year. Successors to original members SHALL have terms of three or five years each as determined by the City Council or Town Meeting.
5. A vacancy for an unexpired appointed term SHALL be filled in the same manner as the original appointment. A vacancy in an elected position in a town SHALL be filled in a manner provided by Chapter 41, Section 11, M.G.L., for the duration of the unexpired term.
6. The Planning Board SHALL annually elect a chairman and a clerk.
7. The Planning Board MAY employ experts, clerical and other assistants.
NOTE: Legal counsel are not "experts" within this Section. (See *O'Reilly vs. Town of Scituate* [1952] 328 Mass. 154.)
8. The Planning Board may appoint a custodian of its plans and records who may be the City Engineer or Town Clerk.
9. No member of a Planning Board SHALL represent any party of interest in any matter before the Board. If there is any question, Chapter 268A, Section 19(a), M.G.L., the Conduct of Public Employees and the Town Counsel or City Solicitor should be consulted.

B. In communities of less than 10,000 population, the Board of Selectmen MAY, by vote of the Town Meeting, act as a Planning Board until such Board is established. Every town not having a Planning Board SHALL, upon attaining a population of 10,000, establish one in the manner prescribed by Chapter 41, Section 81-A, M.G.L.

¹In some communities, Planning Boards established under Chapter 41, Sections 70-72 or Boards of Survey established under Chapter 41, Sections 73-81 still exist. For their powers, duties and responsibilities, see those sections. By and large, Boards established under Chapter 41, Section 81-A have all the powers of the above Boards plus various expanded functions, authorized by Sections 81-A through 81-GG.

- C. Suggested list of qualifications for Planning Board membership:
1. Objectivity, logic, sensitivity to the Planning Process. See the List of Suggested Readings, Appendix M.
 2. Professional experience in fields such as:
 - a. Planning
 - b. Design (architecture, landscape architecture, urban design)
 - c. Engineering
 - d. Law
 - e. Banking
 - f. Business
 - g. Economics to banking
 - h. Housing
 - i. Government
 - j. Urban Affairs

II. RESPONSIBILITIES AND STATUTORY REFERENCES

The responsibilities of a Planning Board are many. Such responsibilities are governed by the General Laws. Some responsibilities are mandatory, others are optional.

The following is an alphabetical listing of such responsibilities including references to the applicable governing statute. Each subject area listed is addressed in detail in a later chapter of this publication. Substantive provisions, procedural requirements, and whether provisions are mandatory or optional are covered under such chapters.

Although there may be additional subject areas which require Planning Board involvement in a community, the below list should be fairly inclusive of all functional areas in which a Planning Board might become involved.

HANDBOOK CHAPTER	SUBJECT – STATUTORY REFERENCE
III.	Annual Report (Chapter 41, Section 81-C)
IV.	Master Plan (Chapter 41, Section 81-D)
V.	Official Map (Chapter 41, Section 81-E - 81-H)
VI.	Park Commissioners, Planning Board Acting As Same (Chapter 41, Section 81-C)
VII.	Planning, In General (Chapter 41, Sections 81-A - 81-J)
VIII.	Public Shade Trees, Consolidated Hearing (Chapter 87, Section 3)
IX.	Public Ways, Report on Same (Chapter 41, Section 81-G)
X.	Scenic Roads (Chapter 40, Section 15-C)
XI.	Special Permits Under Zoning (Chapter 40-A, Section 1-A, 6, 9, 11, 15, 16, and 17)
XII.	Street Names (Chapter 85, Sections 3, 3-A, and 3-B)
XIII.	Subdivision Control (Chapter 41, Sections 81-K - 81-GG)
XIV.	Subdivision Rules and Regulations (Chapter 41, Section 81-Q, 81-K - 81-GG)
XV.	Urban Redevelopment Corporations (Chapter 121-A)
XVI.	Zoning (Chapter 40-A)

Ann Steidel

From: Christopher Clark
Sent: Sunday, August 21, 2016 3:46 PM
To: Sandy Robinson; Ann Steidel
Subject: Fwd: Paul Niedzwiecki and Jack Yunits BOS visit

Sent from my iPhone

Begin forwarded message:

From: Michael MacAskill <michael.d.macaskill@gmail.com>
Date: August 20, 2016 at 5:46:39 PM EDT
To: Christopher Clark <cclark@town.harwich.ma.us>
Subject: Re: FW: Paul Niedzwiecki and Jack Yunits BOS visit

Excellent...Monday Sept 26th .

On Thu, Aug 18, 2016 at 2:47 PM, Christopher Clark <cclark@town.harwich.ma.us> wrote:

FYI

From: Anne McGuire [<mailto:amcguire@capecodcommission.org>]
Sent: Thursday, August 18, 2016 11:02 AM
To: Christopher Clark <cclark@town.harwich.ma.us>
Subject: Paul Niedzwiecki and Jack Yunits BOS visit

Good morning Chris,

Paul and Jack would like to visit the BOS this fall (late September/October) to provide an update on the County and Commission and be available to answer any questions. Would you please send along a date that would work for your board?

Thank you and I hope you are enjoying the summer.

Best,

Anne

Anne McGuire

Cape Cod Commission

CVEC- Solar distribution discussion.

Currently we are using a 57% town and 43% Water Enterprise Fund split. At our May 2016 meeting Town Administration proposed a Memorandum of Understanding showing that split and a \$2000.00 indirect cost for the town side.

Below is a chart showing a split that includes actual expenses and another option which shows the Water Enterprise Fund as an Off-taker.

It was the consensus of the Board at the May meeting that myself and Administration could continue to work on this. I am prepared to make a recommendation to the Board in hopes that we can close this issue.

Michael MacAskill

Town

WEF

Revenue (Col.#4) =	\$291,079
Expenses =	<u>\$48,450</u>
Net Revenue/Savings =	\$242,629
Revenue (Col.#5) =	\$141,816
Expenses =	\$36,550
Indirect Cost =	<u>\$2,000</u>
Net Savings =	\$103,216

Town

WEF

Revenue (Col.#4) =	291,079
Additional Off-taker =	<u>\$72,000</u>
	\$363,079
Expenses =	\$85,000
Net Revenue/Savings =	\$278,079
Net Savings =	\$72,000



Michael MacAskill <michael.d.macaskill@gmail.com>

Question 2

2 messages

Richard Houston <richard.houston10@comcast.net>

Fri, Sep 23, 2016 at 4:49 PM

To: "michael.d.macaskill@gmail.com" <michael.d.macaskill@gmail.com>

Hi Michael, I respectfully request that the Harwich Board of Selectmen consider passing a resolution opposing November ballot question 2 which would lift the cap on charter schools. I'd be happy to speak at an upcoming BOS meeting about the issue. Here's a list of organizations and communities that have adopted resolutions to Vote No:

<https://saveourpublicschoolsma.com/wp-content/uploads/2016/09/Endorsements-9.20.pdf>

Thank you, Rich Houston

Sent from my iPhone

Michael MacAskill <michael.d.macaskill@gmail.com>

Mon, Sep 26, 2016 at 11:54 AM

To: Richard Houston <richard.houston10@comcast.net>

thank you! Any sample resolutions we could include?

[Quoted text hidden]

Save Our Public Schools Endorsements as of September 20, 2016

Organizations - 103

AFSCME Council 93
AFSCME Local 1703
American Federation of Teachers MA
Arise for Social Justice
Berkshire Brigades
Berkshire Labor Council
Black Economic Justice Institute
Black Educators' Alliance of Massachusetts
Black Political Task Force
Boston Education Justice Alliance
Boston Peace
Boston Teachers Union
Boston Youth Organizing Project
Brazilian Policy Center, Inc.
Brazilian Women's Group
Brazilian Worker Center
Bricklayers and Allied Craftsmen Union Local 3
Brookline PAX
Carpenters Local 218
Central MA Labor Council
Citizens for Public Schools
Coalition for Social Justice
Communications Workers Local 1400
Community Labor United
CWA District 1
Franklin/Hampshire Labor Council
Greater Boston Labor Council
Greater Southeastern Mass Labor Council
Hotel Workers Local 26
IBEW Local 2222
IBEW Local 2321
IUPAT District Council 35
Ironworkers Local 107
JALSA
Jewish Labor Committee
La Comunidad - Everett
Labor Guild
MA Association of Haitian Parents
Mass Nurses Association
Mass Senior Action
Mass Teachers Association
Massachusetts AFL-CIO
Massachusetts Alliance for Retired Americans

Massachusetts Coalition for Occupational Safety & Health (MassCOSH)
Massachusetts Elementary School Principals' Association
Massachusetts Interfaith Worker Justice
Massachusetts Jobs With Justice
Massachusetts Municipal Association
Massachusetts Organization of State Engineers & Scientists
Massachusetts Peace Action
Massachusetts PTA
Merrimack Valley Labor Council
Metro Boston Building Trades
NAACP, New England Area Conference
 NAACP - Amherst Branch
 NAACP - Berkshire County Branch
 NAACP - Boston Branch
 NAACP - Brockton Branch
 NAACP - Cambridge Branch
 NAACP - Cape Cod Branch
 NAACP - Martha's Vineyard Branch
 NAACP - Merrimack Valley Branch
 NAACP - Mystic Valley Branch
 NAACP - New Bedford Branch
 NAACP - South Middlesex Branch
 NAACP - Springfield Branch
 NAACP - Worcester Branch
Neighbor 2 Neighbor Massachusetts
Network for Public Education
New Bedford Worker Center
New England Joint Board, UNITE HERE
New England Regional Council of Carpenters
Norfolk County Labor Council
North Shore Labor Council
Northern Berkshire Community Coalition
OPEIU Local 6
Pioneer Valley Labor Council
Plumbers Local 12
Plymouth/Bristol Labor Council
Professional Fire Fighters of Massachusetts
Progress Together 2016
Progressive Democrats of America
Progressive Democrats of Massachusetts
Progressive Massachusetts
SEIU 1199
SEIU 509
SEIU 888
SEIU Local 32BJ
Smart Transportation Division

SOLIDARITY! (Boston Chapter)
Teacher Activist Group (TAG) Boston
Teamsters Local 122
UAW Region 9A
UFCW Local 1445
UFCW Local 1459
UFCW Local 1459
Union of Minority Neighborhoods
USW Local 9360
UTL 495
Worcester Community Labor Coalition
Worcester Socialist Alternative
Youth on Board
Youth Organizers United for the Now Generation (YOUNG Coalition)

School Committees - 120

Adams-Cheshire School Committee
Agawam School Committee
Amesbury School Committee
Amherst School Committee
Andover School Committee
Arlington School Committee
Ashland School Committee
Attleboro School Committee
Ayer-Shirley School Committee
Barnstable School Committee
Belchertown School Committee
Bellingham School Committee
Berkshire Hills School Committee
Beverly School Committee
Billerica School Committee
Bourne School Committee
Brockton School Committee
Burlington School Committee
Cambridge School Committee
Carver School Committee
Chelmsford School Committee
Chelsea School Committee
Chicopee School Committee
Clarksburg School Committee
Conway School Committee
Deerfield School Committee
Dennis-Yarmouth School Committee
Douglas School Committee
Dudley-Charlton School Committee
East Bridgewater School Committee

Everett School Committee
Fall River School Committee
Falmouth School Committee
Fitchburg School Committee
Framingham School Committee
Frontier Regional School Committee
Holliston School Committee
Georgetown School Committee
Gill-Montague School Committee
Gloucester School Committee
Greenfield School Committee
Hamilton-Wenham School Committee
Hampshire School Committee
Haverhill School Committee
Hawlemont School Committee
Holyoke School Committee
Hull School Committee
Kingston School Committee
Lee School Committee
Leicester School Committee
Lenox School Committee
Leominster School Committee
Leverett School Committee
Lexington School Committee
Longmeadow School Committee
Lowell School Committee
Ludlow School Committee
Lynn School Committee
Malden School Committee
Mansfield School Committee
Marshfield School Committee
Maynard School Committee
Medford School Committee
Melrose School Committee
Mendon-Upton Regional School Committee
Methuen School Committee
Milton School Committee
Mohawk School Committee
Monomoy School Committee
Narragansett Regional School Committee
New Bedford School Committee
Newburyport School Committee
North Adams School Committee
North Middlesex School Committee
North Reading School Committee
Northampton School Committee

Northbridge School Committee
Norton School Committee
Norwood School Committee
Orange School Committee
Oxford School Committee
Peabody School Committee
Pelham School Committee
Petersham School Committee
Pioneer Valley Regional School Committee
Pittsfield School Committee
Quincy School Committee
Ralph C. Mahar Regional School Committee
Revere School Committee
Rowe School Committee
Salem School Committee
Saugus School Committee
Savoy School Committee
Silver Lake Regional School Committee
Somerset School Committee
Somerville School Committee
Southborough School Committee
Southern Berkshire Regional School Committee
South Hadley School Committee
Springfield School Committee
Stoneham School Committee
Sutton School Committee
Taunton School Committee
Triton Regional School Committee
Tyngsborough School Committee
Upper Cape Cod Regional Technical School Committee
Wachusett School Committee
Waltham School Committee
Ware School Committee
Wareham School Committee
Webster School Committee
West Springfield School Committee
Westhampton School Committee
Whately School Committee
Whitman-Hanson School Committee
Williamstown School Committee
Wilmington School Committee
Winchendon School Committee
Winchester School Committee
Winthrop School Committee
Worcester School Committee

City Councils - 9

Boston City Council
Cambridge City Council
Easthampton City Council
Everett City Council
Lowell City Council
Lynn City Council
Sutton City Council
Taunton City Council
Worcester City Council

Other Elected Bodies - 19

Andover Democratic Town Committee
Brockton Democratic City Committee
Easthampton Democratic Committee
Boston Ward 11 Democratic Committee
Boston Ward 15 Democratic Committee
Boston Ward 21 Democratic Committee
Deerfield Board of Selectmen
Hingham Democratic Town Committee
Holyoke Democratic Committee
Holyoke Joint Council
Lynn Democratic City Committee
Medway Democratic Committee
Methuen Democratic Committee
Plymouth Democratic Town Committee
Randolph Town Council
Springfield Ward 4 Democratic Committee
Worcester Democratic City Committee
Douglas Board of Selectmen
Massachusetts Democratic State Committee

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

Ms. Alana Murphy
Local Initiative Program
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114



RE: Habitat for Humanity, 93/97 Main Street, West Harwich

September 27, 2016

Dear Harwich Board of Selectmen and Ms. Murphy:

At a September 27, 2016 joint meeting of the Harwich Housing Committee (HHC) and the Harwich Housing Authority (HHA), Habitat for Humanity of Cape Cod presented their 93/97 Main Street, West Harwich project. This presentation included a request to the Harwich Affordable Housing Fund for acquisition funding and a request for support for their Department of Housing and Community Development (DHCD) Local Initiative Program application.

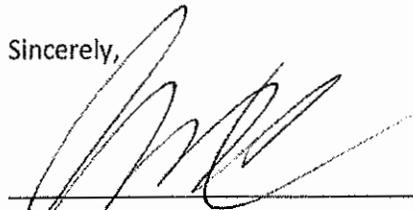
This project had been presented to both groups earlier in 2016, and both groups had voted in support. .

Now, with a full LIP application in front of HHC and HHA, both groups reiterate their support, both for the funding request of \$240,000 and of the LIP application to DHCD.

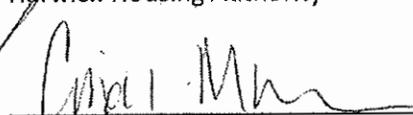
Harwich is in true need of affordable housing. The town has only 5.4% of its year-around housing stock listed on the DHCD Subsidized Housing Inventory (SHI). The state goal is 10%. Habitat for Humanity has a solid reputation Cape wide for not just creating quality affordable homes, but for providing a complete program, involving the whole community, and including education and support for the buyers.

We applaud their recent success at the Oak Street, Harwich site (also a Local Initiative Program, and also funded via Affordable Housing Funds). We thank Habitat for their efforts to increase affordable housing opportunities in Harwich and throughout the Cape, and look forward to a new Habitat neighborhood.

Sincerely,



Harwich Housing Authority



Harwich Housing Committee



Harwich Housing Authority

Telephone 508-430-2390

Fax 508-945-5666

P.O. Box 714 • Harwichport, MA 02646

CALL TO ORDER

The **September 27, 2016 Regular meeting** of the Harwich Housing Authority was called to order at 6:30 p.m. Members present:, Judith Underwood, Sandra Woodbridge and Randall Pond. Members absent: Robert MacCready. Also present: John Stewart Director of the H.H.A., Leedara Zola from Habitat, Claudia Williams, Julie Eldredge, Art Bodin, and Cindi Maule. (the members of the Housing Committee Board) as well as a number of citizens.

After each of the Boards took a roll call and established that they had a Quorum present we opened our Joint Meeting of the two boards. At that point Leedara Zola was asked to make her presentation concerning 93 and 97 Route 28. (the HECH property). After her presentation the meeting was open for questions from the Boards and the audience. Randy Pond asked about the septic systems "Would they be shared or individual systems." He pointed out that shared systems would be less expensive to tie into the sewer system when the time comes. Leedara said that that is something they will keep in mind as the project goes forward, but for the most part Habitat tries to keep things separate. Judith Underwood asked how the Deed Restriction worked and whether this would be a Private or Public road. After explaining the Deed Rider, Leedara went on to say that at this time this would be a private road and the responsibility of the Home Owners Association that would be set up. Don Howell stated that if the road is built to town specifications it is more than likely if asked the town would take the road. Both boards thought that would be best. There were no more questions from either of the Boards or the audience so the Boards voted. Housing Committee: Claudia Williams made a motion that the HHC support both the request for funding (\$240,000) and the LIP application. Cindi Maule seconded the motion. The motion passed 3-0 Art Bobin had recused and did not vote.

Housing Authority; Sandra Woodbridge made a motion that the HHA support both the request for funding (\$240,000) and the LIP application. Randy Pond seconded the motion. The motion passed 3-0. At this time a motion was made by Claudia Williams to adjourn the joint meeting, Cindi Maule seconded the motion and it passed 3-0. The Housing Authority continued with their Regular meeting.

APPROVAL OF MINUTES: On a motion presented by Randy Pond, and seconded by Judith Underwood, the minutes of the August 2016 meeting were approved.

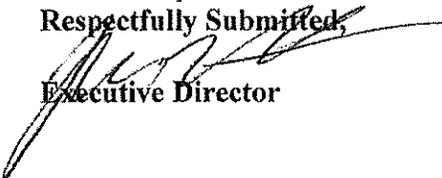
APPROVAL OF WARRANT: On a motion made by Sandra Woodbridge and seconded by Judith Underwood the 2016-9 Warrant was unanimously approved.

EXECUTIVE DIRECTOR'S REPORT: On a motion made by Sandra Woodbridge and seconded by Judith Underwood, the Executive Director's report for September 2016 was unanimously approved.

Financial Report: The August 2016 report was reviewed. No vote needed.

NEW BUSINESS: John Stewart requested that the Housing Authority move to On-Line Banking. Sandra Woodbridge made a motion that the request be approved, Randy Pond seconded the motion, the motion passed with a unanimous vote.

Respectfully Submitted,


Executive Director

Mr. MacAskill moved to accept and adopt Article 55 – Amend the Home Rule Charter – Establish a Charter Enforcement Commission. Ms. Brown seconded the motion. Mr. LaMantia said he feels it would be better to keep going with the Charter Review Committee to make the Charter as clear as possible. Ms. Hall said there is no reason that both can't happen at the same time. She said that it will be two years before a commission can be put in place and the Charter Review Committee can use that time to continue to review the Charter. She said she hopes the commission is never used and commented that there hasn't been a real effort to educate people on the Charter. Chairman Hughes asked Ms. Hall if she sees it possible for the Charter Review Committee to take on an expanded role and she responded yes. He added that it could go a long way if the Charter Review Committee took on the role of educating Boards and Committees on the roles and responsibilities of the Charter. Ms. Hall said this would provide a further incentive to follow the Charter. The motion failed on a 2-2 vote with Mr. LaMantia and Chairman Hughes in opposition.

ATM Article #56 – Demolition of Residential Buildings By-Law

Ms. Brown moved that we indefinitely postpone Article 56 – To Enact a General By-Law Demolition of Residential Buildings. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

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

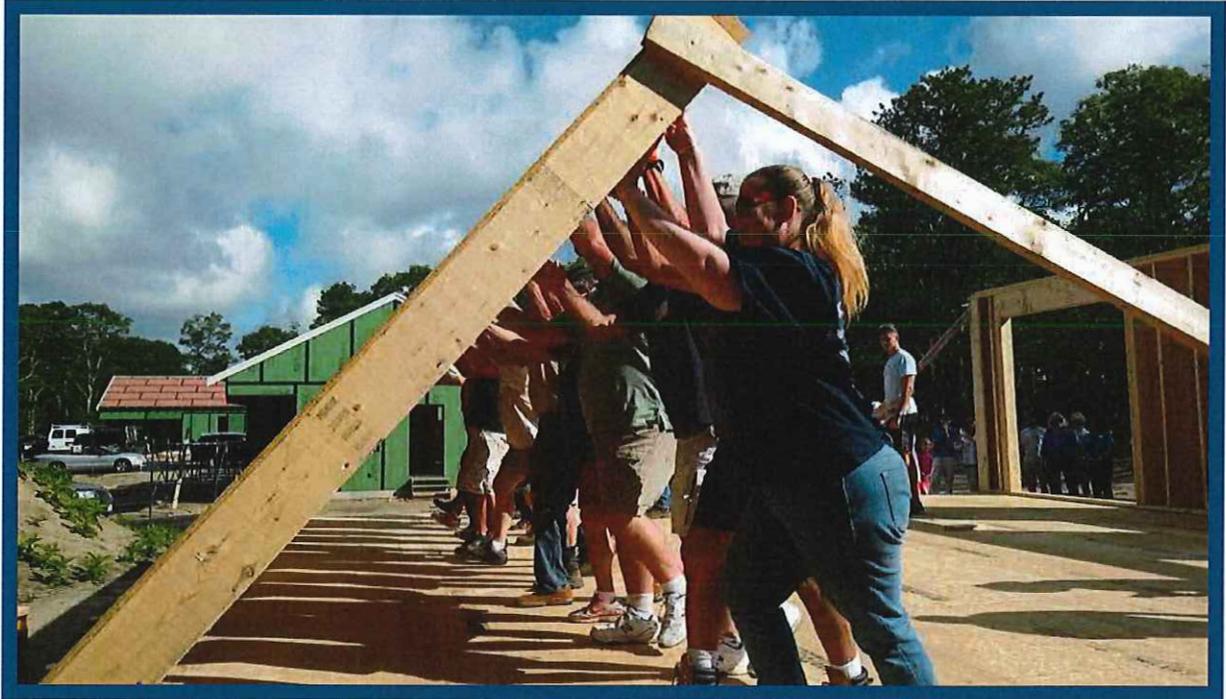
Mr. LaMantia moved to provide to Habitat up to \$35,000 to begin their studies towards their project and up to \$25,000 to HECH for the same activity and also to provide our view that we are much in favor of this project given that everything works out for the 40B plan and that historic conservation of the Chase Building is an important part of the study. Mr. MacAskill seconded the motion for discussion. Mr. MacAskill asked Mr. Howell if this is HECH's wishes and Mr. Howell indicated it is. He asked what the \$35,000 will be spent on by Habitat and Chairman Hughes responded that it will be spent on engineering, architectural, environmental, legal and appraisal expenses. Ms. Brown said she was concerned because the original \$300,000 included the plans. Mr. Waystack encouraged the Board to approve this request for funds. Mr. MacAskill inquired as to what HECH intended to spend the \$25,000 on. Mr. Clark responded that it is to be used in the reconfiguration of the property, to promote the development of affordable housing, to hire a historic preservation consultant, to create and manage the historic restriction RFP for the exterior of the existing structure. The motion carried by a unanimous vote.

TOWN ADMINISTRATOR'S REPORT

- A. FY17 Chapter 90 apportionment for Harwich

Mr. Clark reported that the FY17 Chapter 90 apportionment for Harwich is \$686,151.

ADJOURNMENT



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.
September 16, 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

September 16, 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:	September 16, 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:	up to \$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,
Leedara

Leedara Zola, Land Acquisition and Permitting

Project Narrative

Proposal: Habitat proposes to develop a small neighborhood of 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. See attached draft plan.

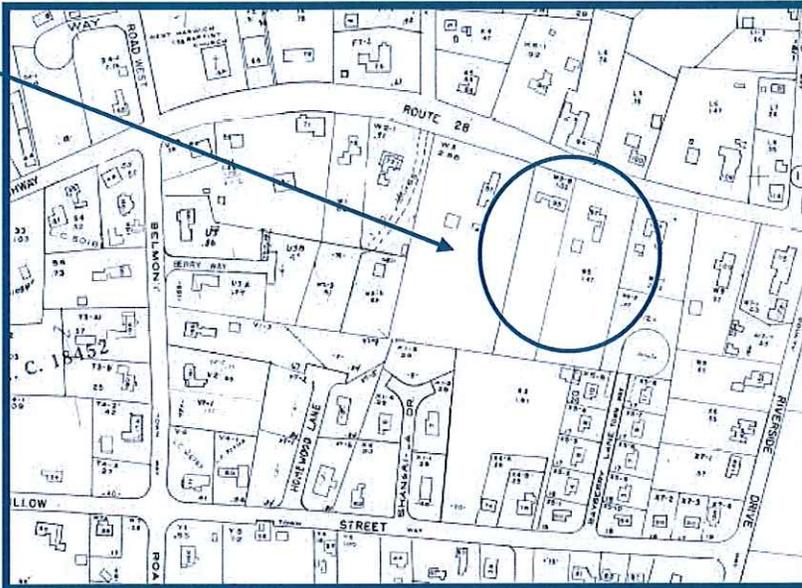
Background: HECH currently owns the two properties. HECH had originally acquired the properties with the intention of developing 20 units of rental housing. Long-time housing advocate Bob Murray was a key project proponent and the original purchase was done with the assistance of a LIFE Initiative loan. 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 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 purchase the Chase Home and protect it with a Historic Preservation Restriction. HECH will retain ownership of the other existing home (the garage portion of this home will need to be demolished to create sufficient room for the cul-de-sac road to enter off of Main Street).

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

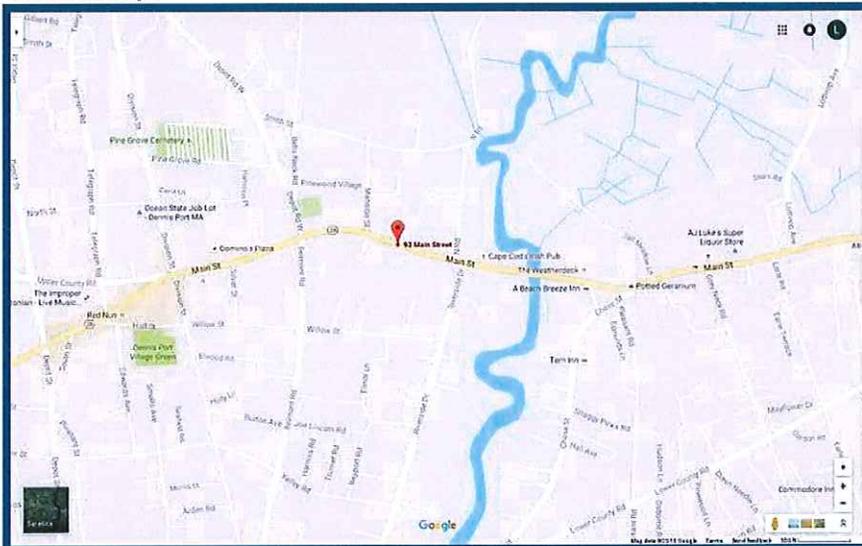
Funding Request: Habitat for Humanity of Cape Cod requests up to \$300,000 from the Harwich Affordable Housing Fund, which will be used to purchase the land. Habitat will pay HECH 50% of the appraised value of the lots, but not more than \$300,000..

93 and 97 Main Street, West Harwich

Harwich Assessor Map 10 (excerpt):

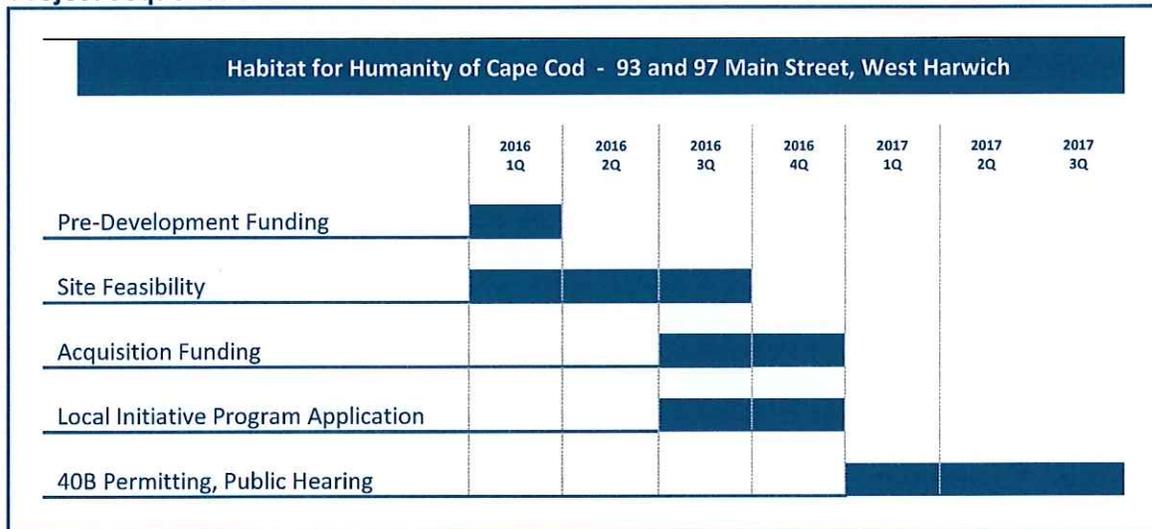


Street Map:



93 and 97 Main Street, West Harwich

Project Sequence and Milestones:



Proposed Payment Schedule:

Release of funds would be after the MGL Ch40B Comprehensive Permit is issued and when the subdivision plan is on record.

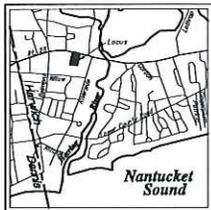
Community Benefits

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.

We ask that the Harwich Housing Committee, the Harwich Housing Authority and the Board of Selectmen sitting as the Affordable Housing Fund vote again to support this great project support the Local Initiative Program application, and commit the necessary land acquisition funds.

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



LOCUS MAP

SCALE 1"=2000'
 ASSESSORS MAP 10 PARCEL W5 & W3-B
 LOCUS IS WITHIN FEMA FLOOD ZONE AE (EL. 11) & X AS SHOWN ON COMMUNITY PANEL #25001008114 DATED 7/15/2014

ZONING SUMMARY

ZONING DISTRICT: CH1 / RH1 DISTRICT
 MIN. LOT SIZE 40,000 SF.
 MIN. LOT FRONTAGE 150'
 MIN. FRONT SETBACK 25'
 MIN. SIDE SETBACK 20'
 MIN. REAR SETBACK 20'
 MAX. BUILDING HEIGHT 30'
 (ZONING RELIEF UNDER COMPREHENSIVE PERMIT REQUESTED AS REQUIRED)

OWNER OF RECORD

HARMON ECUMENICAL COUNCIL
 FOR THE HOMELESS INC.
 PO BOX 838
 WEST HARRIS, MA 02871

REFERENCES

DEED BOOK 21083 PAGE 20
 DEED BOOK 21083 PAGE 22

LAND USE PERCENTAGES:

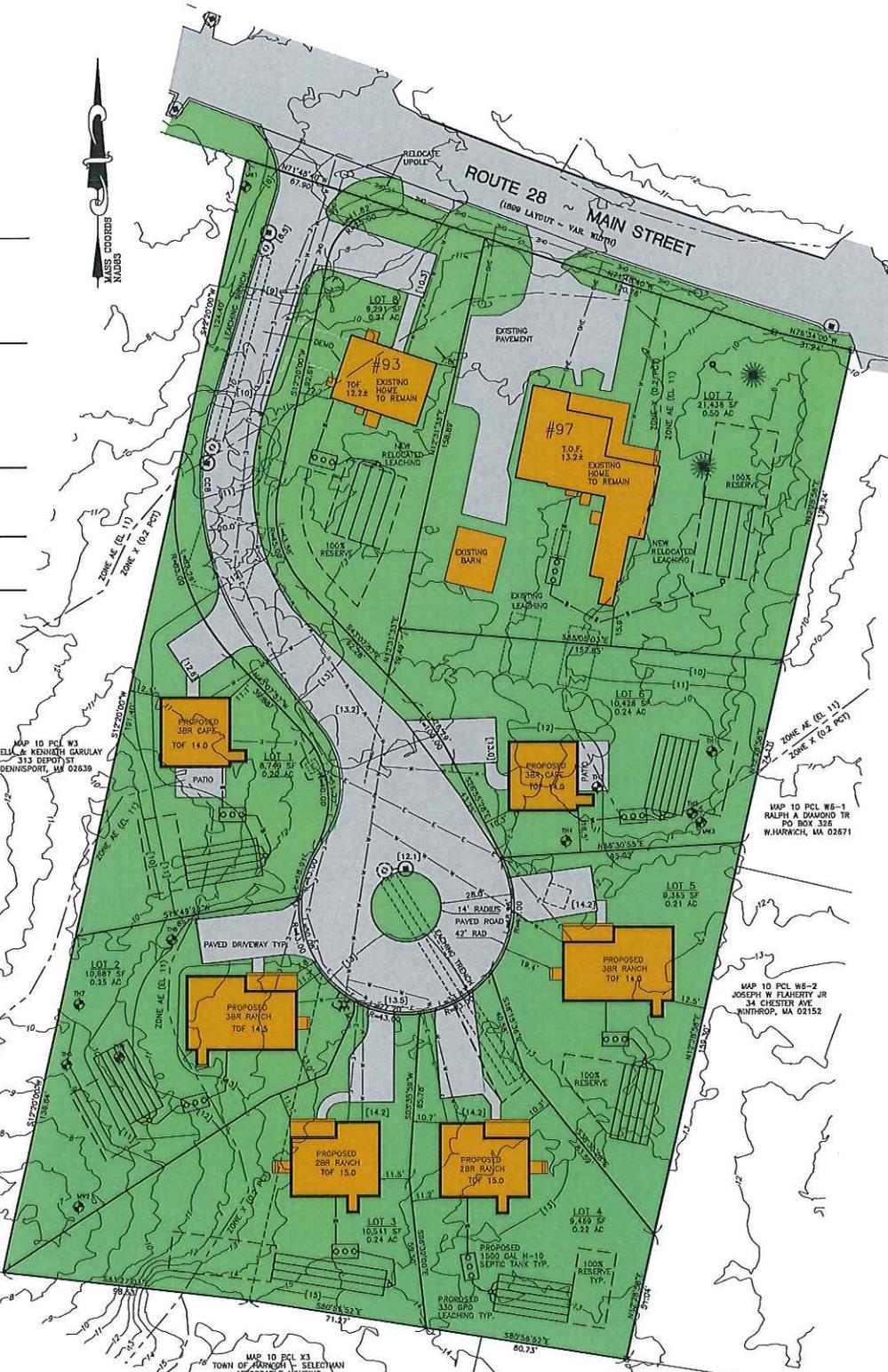
ROAD LAYOUT: 17,450 SF 0.400 AC. 16.3%
 LOTS: 88,964 SF 2.065 AC. 83.7%
 TOTAL TRACT: 107,414 SF 2.466 AC. 100%
 BUILDINGS: 10,876 SF 0.245 AC. 9.94%
 PAVEMENT: 19,783 SF 0.454 AC. 18.42%
 OPEN AREAS: 76,755 SF 1.766 AC. 71.64%
 TOTAL: 107,414 SF 2.466 AC. 100%

LEGEND

- EXISTING CONTOUR
- X #97 EXIST. SPOT ELEV.
- [99]- PROPOSED CONTOUR
- [13.2] PROPOSED SPOT EL.
- ⊕ TEST HOLE
- 3% SLOPE OF GROUND
- ⊕ UTILITY POLE
- ⊕ FIRE HYDRANT
- WATER LINE
- GAS LINE
- U.G. EL. EL.
- OVERHUNG EL. EL.
- ⊕ EXIST. CATCH BASIN
- ⊕ PROP. CATCH BASIN
- ⊕ PROP. MANHOLE
- ⊕ EXIST. BOUND

NOTES:

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN IS APPROXIMATE. PRIOR TO ANY EXCAVATION ON THIS SITE, THE EXCAVATING CONTRACTOR SHALL MAKE THE REQUIRED 75 HOUR NOTIFICATION TO 800 SAFE (1-888-384-7233) AND ANY OTHER UTILITIES WHICH MAY HAVE CARE, PIPE OR EQUIPMENT IN THE CONSTRUCTION AREA FOR PROTECTION OF LOCATIONS.
2. ALL CONSTRUCTION MATERIALS, COMPONENTS, AND METHODS EMPLOYED ON THIS PROJECT MUST BE APPROVED BY THE TOWN OF HARRIS SUPERVISOR PERMITS AND/OR THE MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS STANDARDS SPECIFICATIONS FOR BRICKS AND MORTARS AS APPLICABLE TO FREESTYLE. ALL SEPTIC WORK AND MATERIALS TO CONFORM TO 310 CMR 15.00 TITLE 8, AND HEALTH DEPARTMENT REGULATIONS.
3. VERTICAL DATUM IS NAVD83 HORIZONTAL, NAD83. MUNICIPAL WATER IS AVAILABLE.
4. DESIGN LOADING FOR ALL PRECAST UNITS TO BE ASHTRIO-103 UNLESS NOTED.
5. THIS PLAN IS FOR PROPOSED WORK ONLY AND IS NOT TO BE USED FOR PROPERTY LINE SURVEY, FLOODING, ETC.
6. 4" LOW AND SETS ALL BARRIERS AREAS NOT PAVED, WELDED STEEL, OR STABILIZED WITH WOOD CHIPS, BARK MULCH, OR SIMILAR.
7. ALL SEPTIC PIPING 4" SCH-40 PVC AT 18 IN. UNLESS NOTED.
8. COMPONENTS NOT TO BE RECYCLED OR CONCEALED WITHOUT NOTIFICATION BY BOARD OF HEALTH AND PROVISIONS OBTAINED FROM BOARD OF PERMITS.



SITE PLAN
 OF
#93 & #97 MAIN STREET
WEST HARRIS, MA
 PREPARED FOR
HABITAT FOR HUMANITY

DATE: SEPTEMBER 15, 2016

Scale: 1"=20'



DANIEL A. OJALA, P.C., P.L.S. DATE 1-15-2016
 PERMIT SET, NOT FOR CONSTRUCTION

down cape engineering, inc.
 civil engineers
 and surveyors
 939 Main Street (Rte. 6A)
 YARMOUTHPORT MA 02875
 off 508-382-4541
 fax 508-382-9580
 dave@cape.com

**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



Habitat for Humanity of Cape Cod

411 Main Street Suite 6 • Yarmouthport, MA 02675 • 508-362-3559

www.habitatcapecod.org

Dear Neighbors of 93-97 Main Street, West Harwich:

September 20, 2016

Habitat for Humanity is looking at the properties currently owned by HECH, 93&97 Main Street, West Harwich, as a site for a new Habitat for Humanity neighborhood.

We are working with HECH, and are at the beginning of a Massachusetts General Law Chapter 40B Permitting process. The idea is to divide the property into 8 lots. Habitat would build a cul-de-sac and six homes in the southern, currently vacant, portion. HECH will issue a Request for Proposal (RFP) seeking a historic preservation group or an individual buyer to purchase the Chase Home on its new lot and to protect the exterior with a Historic Preservation Restriction. HECH would maintain ownership of the other front lot.

This Habitat portion will be a community housing neighborhood. Habitat for Humanity will use our tried-and-true "sweat-equity" model to build the affordable homes. With this model our selected purchaser-families partner with Habitat and devote 250 to 500 hours building their homes alongside community volunteers. This promotes homeowners who are well educated on building and maintenance, and fosters a true sense of community. Habitat works closely with our buyers, not just through a rigorous application and mortgage process, but throughout the construction period, providing significant homebuyer education and workshops in caring for their home and landscaping. Sweat equity and education have proven key elements in fostering successful homeownership.

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.

We look forward to a productive and informative community process in Harwich. At this point we have presented the project concept to the Harwich Housing Committee, the Harwich Housing Authority, and the Board of Selectmen. The Selectmen awarded Habitat pre-development funds and gave their support to the project. Habitat is again before these groups. We now have a draft site plan (attached) and are presenting a "Local Initiative Program" (LIP) Application, which is the first step in the State permitting process (this application can be e-mailed on request).

We will be asking for support of the LIP application and acquisition funding from the Harwich Affordable Housing Fund. We anticipate a Harwich Housing Committee/Harwich Housing Authority meeting on September 27, 7 pm, Town Hall, and hope to be on the Board of Selectmen meeting agenda for October 3. As sometimes meetings get can re-scheduled, please do check the town website for agendas.

If you have any questions, please feel free to call or e-mail. These current meetings are all preliminary to our more formal application to the Zoning Board of Appeals (ZBA), which would then schedule public hearings with formal notice to legal abutters. Our hope would be to be before the ZBA sometime in early 2017. This letter today is not the formal notice, but is our effort to keep interested neighbors updated.

We also encourage anyone who is interested to view our recently completed Oak Street project (Oak Street north of Route 6, behind the Cape Cod Tech, near the end of the road, before the water tower).

Sincerely,

Leedara

Leedara Zola, 508-280-6144 lzola@habitatcapecod.org Land Acquisition and Permitting



LOCUS MAP

SCALE 1"=2000'

ASSESSORS MAP TO PARCEL WS & WS-B
 LOCUS IS WITHIN FEMA FLOOD ZONE AE (EL 11) & X AS SHOWN ON COMMUNITY PANEL #2500100115 DATED 7/16/2014

ZONING SUMMARY

ZONING DISTRICT: CH / RH DISTRICT
 MIN. LOT SIZE 40,000 SF.
 MIN. LOT FRONTAGE 150'
 MIN. FRONT SETBACK 25'
 MIN. SIDE SETBACK 20'
 MIN. REAR SETBACK 20'
 MAX. BUILDING HEIGHT 30'
 (ZONING RELIEF UNDER COMPREHENSIVE PERMIT REQUESTED AS REQUIRED)

OWNER OF RECORD

HARWICH ECOLINDUSTRIAL CORP.
 FOR THE HOMELESS INC.
 313 DEPOT ST
 PO BOX 538
 WEST HARWICH, MA 02871

REFERENCES

DEED BOOK 21083 PAGE 20
 DEED BOOK 21083 PAGE 22

LAND USE PERCENTAGES:

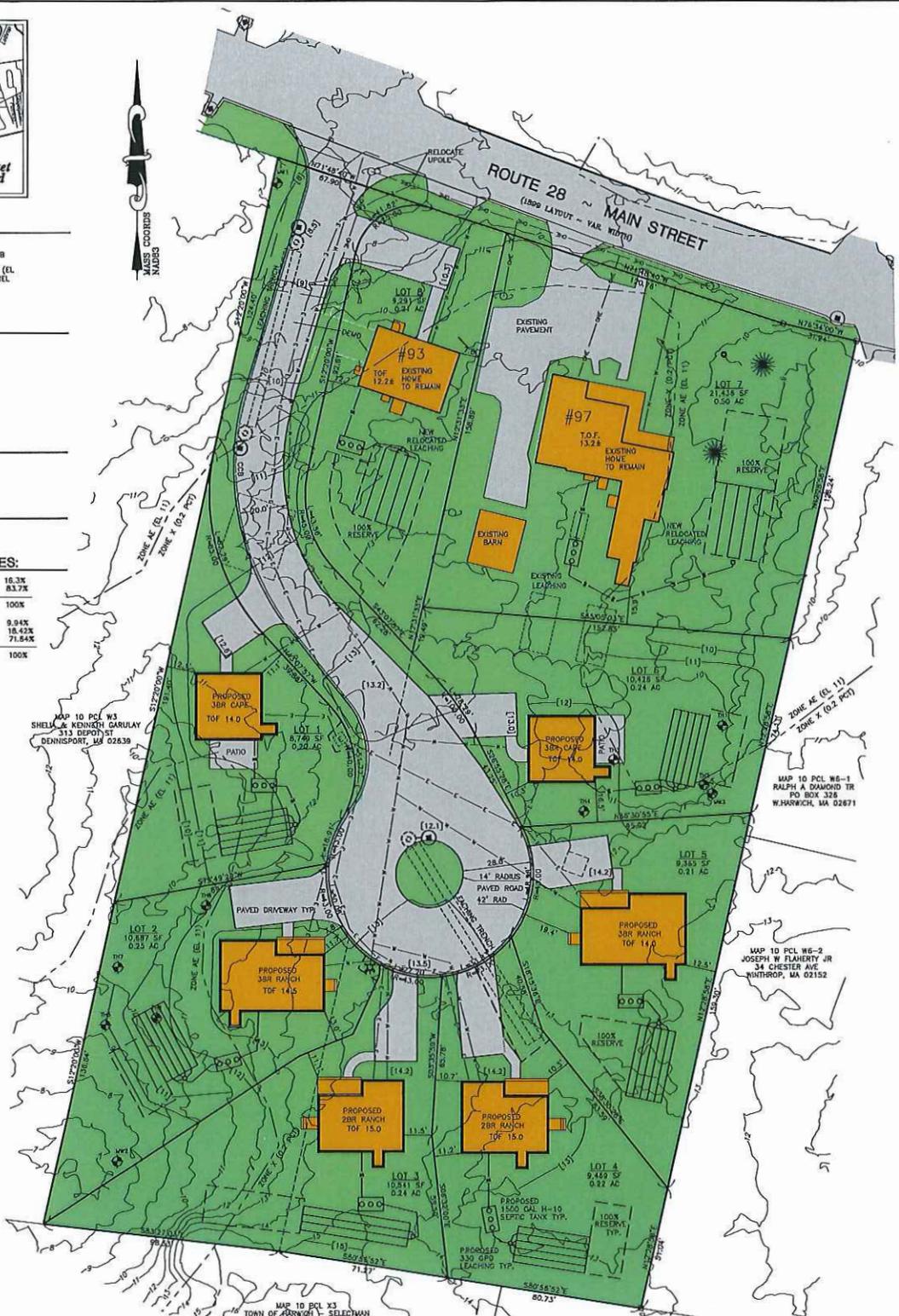
ROAD LAYOUT:	17,450 SF	0.400 AC.	16.3%
LOTS:	89,984 SF	2.065 AC.	83.7%
TOTAL TRACT:	107,414 SF	2.466 AC.	100%
BUILDINGS:	10,676 SF	0.245 AC.	9.94%
PAVEMENT:	19,783 SF	0.454 AC.	18.42%
OPEN AREAS:	76,955 SF	1.766 AC.	71.64%
TOTAL:	107,414 SF	2.466 AC.	100%

LEGEND

- EXISTING CONTOUR
- X #87 EXIST. SPOT ELEV.
- [99]- PROPOSED CONTOUR
- [13.2] PROPOSED SPOT EL.
- TEXT HOLE
- SLOPE OF GROUND
- UTILITY POLE
- FIRE HYDRANT
- WATER LINE
- GAS LINE
- U.S. ELEV.
- OVERHEAD ELEV.
- EXIST. CATCH BASIN
- PROP. CATCH BASIN
- PROP. MANHOLE
- EXIST. BOUND

NOTES:

- THE LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN IS APPROXIMATE. PRIOR TO ANY EXCAVATION ON THIS SITE, THE REGULATING CONTRACTOR SHALL MAKE THE REQUIRED 72 HOUR NOTIFICATION TO DO SAFE (1-800-344-7333) AND ANY OTHER UTILITIES BODIES MAY HAVE GASE, PIPE OR EQUIPMENT IN THE CONSTRUCTION AREA FOR VERIFICATION OF LOCATIONS.
- ALL CONSTRUCTION MATERIALS, EQUIPMENTS, AND METHODS EMPLOYED ON THIS PROJECT SHALL CONFORM TO THE TOWN OF HARWICH SUBDIVISION REGS. AND/OR THE MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS FOR BRIDGES AND HIGHWAYS AS AMENDED TO PRESENT. ALL SEPTIC HOLES AND MATERIALS BY CONFORM TO 310 CMR 18.00 TITLE 8, AND PUBLIC HEALTH REGULATIONS.
- VERTICAL DATUM IS NAVDAS HORIZONTAL, NAVAL. MUNICIPAL WATER IS AVAILABLE.
- DESIGN LOADS FOR ALL PRECAST UNITS TO BE A8075-100 UNLESS NOTED.
- THIS PLAN IS FOR PROPOSED WORK ONLY AND IS NOT TO BE USED FOR PROPERTY LINE STAKING, FENCING, ETC.
- 4" LEAD AND 1/2" SAND ALL DISTURBED AREAS NOT PAVED, WHELD SEED, OR STABILIZE WITH WOOD CHIPS, BARK WALKER, OR SIMILAR.
- ALL SEPTIC PIPING 4" 50#-40 PVC AT 18" MIN. UNLESS NOTED.
- COMPONENTS NOT TO BE BACKFILLED OR CONCRETE WITHOUT INSPECTION BY BOARD OF HEALTH AND PERMISSION OBTAINED FROM BOARD OF HEALTH.



SITE PLAN
 OF
#93 & #97 MAIN STREET
WEST HARWICH, MA
 PREPARED FOR
HABITAT FOR HUMANITY

DATE: SEPTEMBER 15, 2016

Scale: 1"=20'

Professional seals and signatures for Daniel A. Ojala, P.E., P.L.S. and Daniel A. Ojala, Civil Engineer. The date is 9-15-2016. The text reads: "DANIEL A. OJALA, P.E., P.L.S. DATE 9-15-2016 PERMIT SET, NOT FOR CONSTRUCTION".

down cape engineering, inc.
 civil engineers
 land surveyors
 239 Main Street (Rte 6A)
 YARROWPORT MA 02875
 off 508-382-5541
 fax 508-382-9550
 downcape.com



October 3, 2016

Ms. Alana Murphy
Local Initiative Program
Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: Habitat for Humanity, 93/97 Main Street, West Harwich

Dear Ms. Murphy:

At an October 3, 2016 Harwich Board of Selectmen meeting, Habitat for Humanity of Cape Cod presented their 93/97 Main Street, West Harwich project. This presentation included a request to the Harwich Affordable Housing Fund for acquisition funding and a request for support for their Department of Housing and Community Development (DHCD) Local Initiative Program application.

This project had been presented to the Board of Selectmen early in 2016, and the Selectmen voted to support the project with a pre-development grant, and supported the project concept.

Now, with a full LIP application the Board reiterates their support. The Board voted in favor of Habitat's acquisition funding request of \$240,000 to the Harwich Affordable Housing Fund, and voted to support the LIP application to DHCD.

Harwich is in true need of affordable housing. The town has only 5.4% of its year-around housing stock listed on the DHCD Subsidized Housing Inventory (SHI). The state goal is 10%. Habitat for Humanity has a solid reputation Cape wide for not just creating quality affordable homes, but for providing a complete program, involving the whole community, and including education and support for the buyers.

We applaud their recent success at the Oak Street, Harwich site (also a Local Initiative Program, and also funded via Affordable Housing Funds). We thank Habitat for their efforts to increase affordable housing opportunities in Harwich and throughout the Cape, and look forward to a new Habitat neighborhood.

Sincerely,

Michael D. MacAskill, Chair
Harwich Board of Selectmen



Oak Street, Harwich

**HARWICH MASSACHUSETTS
Local Initiative Program Application
93 & 97 Main Street West Harwich Community Housing**

**Habitat for Humanity of Cape Cod, Inc.
September 16, 2016**

MASSACHUSETTS
Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required.

An application fee, payable to the Massachusetts Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Mail to:

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Toni Coyne Hall, Director of Local Initiative Program

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, please contact Toni Coyne Hall at 617-573-1351 or toni.coyne.hall@state.ma.us.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhlc.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- | | | | |
|------|-------------------------------|-------|--------------------------------|
| I. | General Information | VIII. | Surrounding Area |
| II. | Community Support | IX. | Financing |
| III. | Municipal Contact Information | X. | Project Feasibility |
| IV. | Development Team | XI. | Development Schedule |
| V. | Project Information | XII. | Marketing Outreach and Lottery |
| VI. | Site Information | XIII. | Checklist of Attachments |
| VII. | Design and Construction | | |

February 2010

MASSACHUSETTS
Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: Harwich
Name of Development: Main Street Community Housing
Site Address: 93 & 97 Main Street, Route 28, West Harwich
Developer: Habitat for Humanity of Cape Cod, Inc.

1. Type of Housing:
 Single Family house Rental
 Condominium Age Restricted

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 2.5 Density of Project (units/acre) 3.2

4. Unit Count:

Total Number of Units 8
Affordable 6
Market 2

5. Unit Prices/Rents:
Market Rate \$\$105,000 and \$135,000
Affordable \$131,750 (2bdrm) and \$147,500 (3bdrm) , based on current affordability variables

Required Signatures for the
Comprehensive Permit Project Application
Chief Executive Official Chair, Local Housing Partnership
of Municipality: (if applicable):

Signature: _____ Signature: _____

Print Name: Christopher Clark, Town Administrator

Date: _____

Print Name: Arthur Bodin

Date: _____

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value Hsg Trust Funds for pre-development & acquisition)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) _____
- Local funds (cash)
Amount \$300,000 Source: Community Preservation, to be applied for
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) Habitat fundraising

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances). Harwich currently has 5.4% of its year round housing stock listed as affordable on the Department of Housing and Community Development (DHCD) Subsidized Housing Inventory (SHI). The State goal is 10%. Harwich is committed to increasing this amount, has an active Harwich Housing Committee, an Affordable Housing Fund, aggressively uses Community Preservation Funds to implement a variety of creative housing programs, and also strongly engages with local non profit housing providers. In fact, "Continue to Partner with Private Developers" is strategy number 2 in the Harwich DHCD Housing Production Plan, which states "With incentives created in the zoning bylaw to promote affordable housing and with the availability of the "friendly 40B" option, the Town is in a good position to continue to work cooperatively with developers, both for profit and non-profit, to guide new development that incorporates affordable units.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Michael D. MacAskill, Board of Selectmen Chair
Address Harwich Town Hall, 732 Main Street, Harwich, MA 02645
Phone 508-430-7513
Email michael.d.macaskill@gmail.com

Town Administrator/Manager

Name Christopher Clark, Town Administrator
Address Harwich Town Hall, 732 Main Street, Harwich, MA 02645
Phone 508-430-7513
Email cclark@town.harwich.ma.us

City/Town Planner (if any)

Name Charleen Greenough, Assistant Town Administrator
Address Harwich Town Hall, 732 Main Street, Harwich, MA 02645
Phone 508-862-4678
Email cgreenhalgh@town.harwich.ma.us

City/Town Counsel

Name John W. Giorgio, Esq, Kopelman & Paige,
Address 101 Arch Street, 12th Floor Boston, MA 02110
Phone (617) 654 1705
Email jgiorgio@k-plaw.com

Chairman, Local Housing Partnership (if any)

Name Arthur Bodin
Address Harwich Town Hall, 732 Main Street, Harwich, MA 02645
Phone _____
Email hartfordrep@msn.com

Community Contact Person for this project

Name Charleen Greenough, Assistant Town Administrator
Address Harwich Town Hall, 732 Main Street, Harwich, MA 02645
Phone 508-430-7513
Email cgreenhalgh@town.harwich.ma.us

IV. DEVELOPMENT TEAM - CONTACT INFORMATION (include all development members)

Developer Name: Habitat for Humanity Email wbrodie@brodielaw.com
Address: 411 Main St #6 Tax ID # 04-328-4332
Yarmouthport,
MA 02675
Phone 508-632-3559

Email
lzola@habitatcapecod.org
Tax ID # 222900430

Contractor Name: Habitat Mktng/
Address: _____ Lottery AgentName: Habitat
Phone _____ Address: _____
Email _____ Phone _____
Tax ID # _____ Email _____
Tax ID # _____

Architect Name: _____ Housing
Address: _____ Consultant Name: n/a
Phone _____ Address: _____
Email _____ Phone _____
Tax ID # _____ Email _____
Tax ID # _____

Engineer Name: Down Cape Tax ID # _____
Engineering - Daniel Ojala, PE, PLS
Address: 939 Main Street,
Suite C, Yarmouth Port, MA
02675 Phone 508-362-4541
Email
downcape@dow
ncape.com
Tax ID # 042-284-730

Attorney Name: Warren Brodie
Address: 40 Grove Street,
Suite 220, Wellesley, MA 02482
Phone 781-235-1100

TEAM EXPERIENCE - DEVELOPER QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Habitat for Humanity of Cape Cod, Inc., see inserted sheet

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community/Address				
Housing Type				
Number of Units				
Total Development Costs				
Subsidy Program (if applicable)				
Date Completed				
Reference:				
Name & Telephone #				

2. Contractor: Habitat for Humanity of Cape Cod, Inc., see inserted sheet

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community/Address				
Housing Type				
Number of Units				
Total Development Costs				
Subsidy Program (if applicable)				
Date Completed				
Reference: Name & Telephone #				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? Yes No

If yes, please explain. multiple scattered site LIP projects in the Cape region

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No

If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is Executive Director (Title) of Habitat for Humanity of Cape Cod, Inc.(Legal Name of Applicant) and that the information requested below for the project known as Main Street Community Housing (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Date _____

V. PROJECT INFORMATION

1.	Type of Housing	Total number of units
	Single Family House	<u>6</u>
	Condo	_____
	Rental	_____
	Other	<u>2</u>

2. Total Number of Units 8 Affordable 6 Market 2

3.	Project Style	Total number of units
	Detached single-family house	<u>6</u>
	Rowhouse/townhouse	_____
	Duplex	<u>1</u>
	Multifamily house (3+ family)	<u>1</u>
	Multifamily rental building	_____
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:
 Buildings 9.94% Parking & Paved Areas 18.42%
 Usable Open Space 71.64% Unusable Open Space %

6. Is any portion of the project designed for non-residential use? no
 If yes, explain the non-residential uses. _

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
This project falls squarely within the Commonwealth of Massachusetts Sustainable Development Principles as it Expands Housing Opportunities

B. How will the project maximize energy efficiency and meet Energy Star Standards? ; Habitat homes meet LEED minimum standard of "gold rating" exceeding 70 points (although Habitat does not seek certification); homes achieve Energy Star "HERS" rating of less than 60; Habitat also uses energy efficient heat pumps, has oriented the homes so they have souther roof planes for solar panels, and will install solar panels if funding is secured

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain. _____

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain. _____

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>2</u>	<u>2</u>	<u>1</u>	<u>972</u>	<u>2</u>	<u>\$131,750</u>	<u>n/a</u>	<input checked="" type="checkbox"/> # <u>visitable</u>
	<u>2</u>	<u>3</u>	<u>1.5</u>	<u>1200</u>	<u>2</u>	<u>\$147,500</u>	<u>n/a</u>	<input checked="" type="checkbox"/> # <u>visitable</u>
	<u>2</u>	<u>3</u>	<u>1.5</u>	<u>1284</u>	<u>2</u>	<u>\$147,500</u>	<u>n/a</u>	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>1</u>	<u>5</u>	<u>3</u>	<u>1512</u>	_____	_____	_____	<input type="checkbox"/> # _____
	<u>1</u>	<u>4</u>	<u>4</u>	<u>2379</u>	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	<u>0</u>	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 2.5 Total Buildable Acreage 2.5

2. Describe the current and prior uses of the subject site: two existing structures, rear property is vacant

Existing buildings on site? Yes No

If yes, describe plans for these buildings: see attached narrative

3. Current Zoning Classification:

Residential CH1/RH1 (minimum lot size) 40,000 sq ft

Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes No If yes, how many acres are wetlands? _____

If yes, attach map of site noting wetland areas.

Is map attached? Yes No

5. Is the site located within a designated flood hazard area?

Yes No

If yes, please attach a map of the site with flood plain designations.

Is map attached? Yes No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No

7. Is the site within a Historic District? Yes No

If yes, describe the architectural, structural and landscape features of the area: _____

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer

Private Septic

Public Streets

Public Water

Private Wells

Private Ways

Natural Gas

Electricity

On-site Sewer Treatment Facility

Other Explain: _____

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. see attached environmental engineering report, finding no groundwater impacts

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? lot size, frontage, set backs, among others - see attached tabulation

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. Owned by Developer _____

B. Under Purchase and Sale Agreement attached

C. Under Option _____

Seller: _____ Buyer: _____

Is there an identity of interest between the Buyer and Seller? If yes, please explain: _____

Date of Agreement xxxx Expiration Date _____

Extensions granted? Yes No Date of Extension _____

Purchase Price \$\$480,000

VII. DESIGN AND CONSTRUCTION

1. **Drawings**

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable)

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

2. Construction Information

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	_____	_____	Unfinished	<u>1</u>	<u>6</u>
Crawl Space	<u>1</u>	_____	Finished	_____	_____
Full Basement	<u>1</u>	<u>6</u>	Other	<u>1</u>	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	<u>2</u>	<u>6 (cedar shingles on side/rear)</u>	Outdoor	<u>2</u>	<u>6</u>
Vinyl	_____	_____	Covered	_____	_____
Brick	_____	_____	Garage	_____	_____
Fiber Cement	_____	<u>6 (cement based clapboards on front)</u>	Bicycle	_____	_____
Other	_____	_____			

Heating System

Fuel: Oil Gas Electric Other

Distribution method (air, water, steam, etc.): air - heat pump for affordable units; oil on existing units

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:
Habitat homes meet LEED minimum standard of "gold rating" exceeding 70 points (although Habitat does not seek certification); homes achieve Energy Star "HERS" rating of less than 60; Habitat also uses energy efficient heat pumps, has oriented the River Road homes so they have souther roof planes for solar panels, and will install solar panels if funding is secured

Modular Construction

If modular construction will be used, explain here:
no

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.
affordable units are new construction ; market rate units are existing and older

VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood.

residential

2. What is the prevailing zoning in the surrounding neighborhood?

residential, some commercial

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?

in keeping with surrounding areas

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.

Less than 2 miles to major grocery store and other retail shops.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).

infill development;

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.

Site directly serviced by Cape Cod Regional Transit Authority's H2O line (Hyannis to Orleans)

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: \$35,000 Housing Trust Funds, received for predevelopment; Housing Trust application in process for acquisition funds, CPC construction funds will be applied for.

Describe the form of financial surety to be used to secure the completion of cost certification for this project n/a

X. PROJECT FEASIBILITY

The section is for developers of home ownership projects.

Developers of multi-family rental projects must use the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Pro Forma.

Ownership Pro Forma

	Total Costs	Per Unit	Per Sq. Ft.	% of Total
(a) Site Acquisition	\$ _____	\$ _____	\$ _____	\$ _____
Hard Costs:	\$ _____	\$ _____	\$ _____	\$ _____
Earth Work	\$ _____	\$ _____	\$ _____	\$ _____
Site Utilities	\$ _____	\$ _____	\$ _____	\$ _____
Roads & Walks	\$ _____	\$ _____	\$ _____	\$ _____
Site Improvement	\$ _____	\$ _____	\$ _____	\$ _____
Lawns & Planting	\$ _____	\$ _____	\$ _____	\$ _____
Demolition	\$ _____	\$ _____	\$ _____	\$ _____
Unusual Site Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(b) Total Site Work	\$ _____	\$ _____	\$ _____	\$ _____
Concrete	\$ _____	\$ _____	\$ _____	\$ _____
Masonry	\$ _____	\$ _____	\$ _____	\$ _____
Metals	\$ _____	\$ _____	\$ _____	\$ _____
Carpentry	\$ _____	\$ _____	\$ _____	\$ _____
Roofing & Insulation	\$ _____	\$ _____	\$ _____	\$ _____
Doors & Windows	\$ _____	\$ _____	\$ _____	\$ _____
Interior Finishes	\$ _____	\$ _____	\$ _____	\$ _____
Cabinets & Appliances	\$ _____	\$ _____	\$ _____	\$ _____
Plumbing & HVAC	\$ _____	\$ _____	\$ _____	\$ _____
Electrical	\$ _____	\$ _____	\$ _____	\$ _____
(c) Total Construction	\$ _____	\$ _____	\$ _____	\$ _____
(d) General Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(e) Subtotal Hard Costs (a+b+c+d)	\$ _____	\$ _____	\$ _____	\$ _____
(f) General Conditions	\$ _____	\$ _____	\$ _____	\$ _____
(g) Total Hard Costs (e+f)	\$ _____	\$ _____	\$ _____	\$ _____

Soft Costs:	\$	\$	\$	\$
Permits/Surveys	\$	\$	\$	\$
Architectural	\$	\$	\$	\$
Engineering	\$	\$	\$	\$
Legal	\$	\$	\$	\$
Bond Premium	\$	\$	\$	\$
Real Estate Taxes	\$	\$	\$	\$
Insurance	\$	\$	\$	\$
Security	\$	\$	\$	\$
Developer's Overhead	\$	\$	\$	\$
General Contractor's Overhead	\$	\$	\$	\$
Construction Manager	\$	\$	\$	\$
Property Manager	\$	\$	\$	\$
Construction Interest	\$	\$	\$	\$
Financing/Application Fees	\$	\$	\$	\$
Utilities	\$	\$	\$	\$
Maintenance (unsold units)	\$	\$	\$	\$
Accounting	\$	\$	\$	\$
Marketing	\$	\$	\$	\$
(h) Subtotal Soft Costs	\$	\$	\$	\$
(i) Contingency	\$	\$	\$	\$
(j) Total Soft Costs (h+i)	\$	\$	\$	\$
(k) Total Development Costs (g+j)	\$	\$	\$	\$

Profit Analysis (should conform to the pro forma)

Sources:

Affordable projected sales \$ _____
Market sales \$ _____
Public grants \$ _____
(A) Total Sources \$ _____

Uses:

Construction Contract Amount \$ _____
(B) Total Development Costs \$ _____

Profit:

(C) Total Profit (A-B) \$ _____
(D) Percentage Profit (C/B) \$ _____

Cost Analysis (should conform to the pro forma)

Total Gross Building Square Footage _____

Residential Construction Cost per Sq. Ft. \$ _____

Total Hard Costs per Sq. Ft. \$ _____

Total Development Costs per Sq. Ft. \$ _____

Sales per Sq. Ft. \$ _____
(do not include proceeds from public grants)

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>6</u>	_____	_____	_____
Number of market units	<u>0</u>	_____	_____	_____
Total by phase	<u>6</u>	_____	_____	_____

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>spring</u> <u>2018</u>	_____	_____	_____
Construction start	<u>spring</u> <u>2018</u>	_____	_____	_____
Marketing start – affordable units	<u>Spring</u> <u>2019</u>	_____	_____	_____
Marketing start – market units	<u>n/a</u>	_____	_____	_____
Construction completed	<u>2020/2021</u>	_____	_____	_____
Initial occupancy	<u>2020/2021</u>	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

Information materials for applicants that will be used that provides key project information;

Eligibility requirements;

Lottery and resident selection procedure;

Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);

Measures to ensure affirmative fair marketing including outreach methods;

Application materials that will be used; and

Lottery Agent.

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender
4. Map of community showing location of site
5. Check payable to DHCD
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
7. Copy of site control documentation (deed or Purchase & Sale or option agreement)
8. Last arms length transaction or current appraisal under by-right zoning
9. 21E summary (if applicable)
10. Photographs of existing building(s) and/or site
11. Site Plan showing location of affordable units
12. Sample floor plans and/or sample elevations
13. Proposed marketing and lottery materials

Habitat for Humanity of Cape Cod, Inc. – Local Initiative Program Attachments

- Tab A..... Project Pro Formas**
- Tab B..... Developer Experience**
- Tab C..... Letters of Support**
- Tab D Cape Cod Five Lending Letter of Interest**
- Tab E..... Maps/Photos**
- Tab F Affordable Price Rationale**
- Tab G Site Control**
- Tab H Land Valuation**
- Tab I..... Preliminary Site Plan**
- Tab J..... Preliminary Architectural – Elevations and Floor Plans**
- Tab K..... Preliminary Tabulation/Waivers**
- Tab L..... Environmental Engineering**
- Tab M..... Marketing/Lottery**

**Harwich Board of Selectmen
FY17 Goals and Objectives
Adopted by the BOS on July 25, 2016**

(For complete description of Action Items/Deliverable please refer to the detailed list)

GOAL 1. FINANCIAL LEADERSHIP AND STABILITY			
Provide financial leadership and stability to all Town departments and Town sanctioned boards and committees. (Primary responsibility is with TA although the Finance Team, Capital Outlay Committee and the Finance Committee provide significant input)			
Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
Objective A: Develop FY2018 budget within the limits of Proposition 2 1/2 that minimizes the use of capital exclusions.	<ul style="list-style-type: none"> • Provide Seven Year Capital Plan, 2018-2024 • Report: Estimated Free Cash • Report: FY2018 TA Budget Message • Provide Initial Budget & additional updates as needed 	<ul style="list-style-type: none"> • January 2017 • Nov. 2016 • TBD • TBD 	TA/Finance with BoS Support
Objective B: Provide transparency in town finances.	<ul style="list-style-type: none"> • Provide quarterly expense & revenue reports for each Town department. • Provide revenue sources & expenses for each department. • Further implement the visual software package to better inform the taxpayers where their tax dollar is being spent. • Examine 1-3 years of auditors' reports & document how Finance Dept. has resolved auditor's suggestions/recommendations. • Evaluate the need to form an insurance advisory committee to work with the TA to identify, develop options & implement town insurance matters 	<ul style="list-style-type: none"> • TBD • TBD • TBD • TBD 	LaMantia Finance TA
Objective C: Develop specific financial strategies to increase S&P Bond rating.	<ul style="list-style-type: none"> • Provide memo identifying potential savings that could result over the next 5-10 years of planned borrowing if Harwich rating was increased. • Identify specific, sustainable revenue sources to fund annual contributions to Other Post Employment Benefits (OPEB). 	<ul style="list-style-type: none"> • TBD • TBD 	MacAskill TA Finance

GOAL 2. GOVERNANCE			
Communicate and conduct Town government business in an efficient, effective, transparent and responsive manner.			
Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
Objective A: Conduct Town government business in an efficient and effective manner	<ul style="list-style-type: none"> • Implement Accela. • Request Charter Review Committee to assess Charter to identify needed changes/improvement. • Direct Town boards & committees to review Charges for appropriateness or modifications. • Ensure Town boards & committees conduct meetings/public hearings in accordance with Charter, Regulations & MGL. • Assess document storage needs. • Review & reevaluate BOS policies. 	<ul style="list-style-type: none"> • Negotiable • TBD • TBD • TBD • TBD • 	LaMantia MacAskill
Objective B: Conduct Town government business in a transparent manner	<ul style="list-style-type: none"> • Develop & implement informational meetings (“pre-annual town meetings) to improve understanding & assess potential impacts of the Harwich budget & selected warrant articles. • Public Awareness & Outreach: improve awareness & understanding of the BOS, other Town-sanctioned groups, & Town departments. <ul style="list-style-type: none"> ○ Two memos, co-authored by Administration & Dept. Head selected to participate in outreach activity describing activities planned, resources & schedules required to achieve this objective. ○ Periodic status reports on media projects, site visits, & initial feedback from residents/visitors. ○ End-of-year report on lessons learned. 	<ul style="list-style-type: none"> • TBD • TBD 	LaMantia MacAskill TA Finance
Objective C: Conduct Town government business in a responsive manner	<ul style="list-style-type: none"> • Establish Harwich-specific email addresses (4 memos). • Reevaluate Town Hall hours: 8 PM on Monday & noon on Friday. • Evaluate improvements to Griffin Room audio reception, recording & broadcasting. • Develop agreement for classroom use at MRHS & Harwich Elementary (fee/no fee) for Town-sanctioned groups meetings. 	<ul style="list-style-type: none"> • TBD • TBD • TBD • TBD 	Brown IT TA

GOAL 3: INFRASTRUCTURE			
Work with and support the design, construction and renovation activities of the Harbormaster, Department of Public Works, Board of Water Commissioners, Library and other departments conducting major projects.			
Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
Objective A : Support and report periodically on the water side rebuilding project at Saquatucket Harbor.	•	•	MacAskill TA
Objective B : Support and report on the land side design project	•	•	
Objective C : Investigate renovation project proposed for Lower County Road.	•	•	Hughes TA DPW
Objective D : Determine appropriate distribution of CVEC energy savings.	•	•	MacAskill TA

GOAL 4: NATURAL RESOURCES			
Continue to implement the Comprehensive Wastewater Management Plan			
Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
Objective A : Wastewater planning and implementation	<ul style="list-style-type: none"> • Attempt to finalize IMA negotiations with Chatham BOS. • Convene preliminary discussions with Dennis & Yarmouth. • Document results of Muddy Creek projects & support Cold Brook mitigation planning & implementation. • Continue ongoing pollution mitigation efforts & implementation of new technologies. 	<ul style="list-style-type: none"> • For 2017 ATM • • • 	Hughes LaMantia TA
Objective B : Wastewater Education and Outreach	<ul style="list-style-type: none"> • Using available information develop guidelines for environmentally-appropriate fertilization of lawns & gardens. • Plan & implement wastewater education program for residents & nonresidents to explain the need for the project, the process & next activities planned. 	<ul style="list-style-type: none"> • • 	BoS TA WIC IT Nat'l Resources

GOAL 5: PLANNING AND ECONOMIC DEVELOPMENT			
Actively participate in development of housing, business, transportation and historic and cultural enhancements. Establish working relationships with officials of nearby towns, Barnstable County, State and Federal agencies, as appropriate.			
Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
Objective A: Investigate improved utilization, sale or lease of several properties in Town.	<ul style="list-style-type: none"> • Develop plans on how to use, sell or lease the Albro House, Bank Street Fire Station, Old Recreation Building, West Harwich Schoolhouse & Harwich Middle School. • Support community involvement, State compliance, planning, & public information activities in the Rt. 28 reconstruction project from Herring River to the Dennis line. • Support community involvement in the HECH/Chase House historic preservation & Chapter 40B development at 93 & 97 Rt. 28. 	<ul style="list-style-type: none"> • • • 	TA
Objective B: Create and maintain a strong business and job growth environment	<ul style="list-style-type: none"> • Explore creation of an economic development committee. • Create & maintain positive Town & business relationships. • Assist Town departments & Town sanctioned groups with grants & pursue funding opportunities in support of town priorities & policy goals. • Develop educational program agreements with MRSD & CCTech whereby special projects can be conducted coincident with major capital projects in Town. • Investigate novel ideas to promote Harwich & attract tourists, such as painting/decorating fire hydrants. • Explore affordable & senior housing options where the Town may retain the property. <ul style="list-style-type: none"> ○ Memorandum #1: TA shall outline a plan to identify proven & novel approaches to develop Affordable housing in Harwich. 	<ul style="list-style-type: none"> • • • • • • 	Brown MacAskill

GOAL 6: QUALITY OF LIFE AND PUBLIC SAFETY			
Develop and support programs that improve quality of life for Harwich residents and visitors. (Public Safety Departments have the primary responsibility for progress and accomplishments. TA has coordination, support and reporting responsibility)			
Objective	Action Items/Deliverables	Time Frame	Responsible BOS Member
Objective A: Provide high quality, cost-effective public safety services to residents and visitors.	<ul style="list-style-type: none"> • Assess public safety signage throughout the Town for adequacy & consistency. • Investigate options, including increased police surveillance, low cost, automatic speed detection systems, raised crosswalks or speed bumps to lower vehicle speed on town streets. <ul style="list-style-type: none"> ○ Memorandum #1: Define near-term options that could be implemented in 30 days or less. ○ Memorandum #2: Identify steps & resources needed to develop a comprehensive safety improvement plan for Harwich 	<ul style="list-style-type: none"> • • 	Kavanagh TA
Objective B: Support the Fire Station #2 Renovation Project.	<ul style="list-style-type: none"> • Apply Town resources (Planning, Engineering, etc.) to support conduct & documentation of needs assessment, preliminary design & alternatives development, cost estimation & preparation of periodic presentations & open meetings & final recommendations to the Selectmen & Town voters. Deliverables: <ul style="list-style-type: none"> ○ Station Needs Assessment - provide operational requirements that drive the need and design of enhancements and expansions; ○ Alternatives analysis and preliminary design; ○ Cost estimates; ○ Final recommendations. 	<ul style="list-style-type: none"> • 	Brown TA

September 25, 2016

Christopher Clark
Harwich Town Administrator
732 Main Street
Harwich, MA 02645

Subject: FY 2018 Budget Message

The Harwich Board of Selectmen, in preparation for the Town of Harwich annual Budget FY18, would like to take this opportunity to first and foremost thank administration, the finance director, department heads and their staff for their efforts in providing valuable services to the residents of Harwich.

It is with your support in creating and adhering to approved budgets that the Town of Harwich finds itself in a better financial position.

The following are recommendations and direction for the Town Administrator and staff for formulation of the FY18 Town of Harwich Budget.

- Consistent with the most recent Town Administrator goals & objectives, the FY 2018 budget needs to stay within the limits of Proposition 2 ½. The use of capital / debt exclusions to satisfy items typically supported via the budget shall be minimized. Any and all items proposed outside of 2 ½ shall be rank ordered with priority justification.

- No new hires. Any proposed new positions will have to show a revenue increase directly related to the new position and adequately increase enough revenue to cover not only salary but related costs, i.e.; benefits, future COLA, OPEB. (Police and fire request accompanied by explanation and justification statement)
- No increase of hours for part time employees. Any proposed increase of Hours to a part time employee shall be supported by a direct increase in department revenue to cover all related salary cost.
- To help effectively manage our department budgets we suggest the allocation of indirect costs to each department. It is necessary to review total department costs including those that are carried out by another department. This will provide us with a better understanding of the total costs to operate each of our departments.
- Departments should plan for inevitable increased benefits cost, i.e.; Healthcare.
- Create a reserve fund and funding source for wastewater infrastructure as well as an annual appropriation. This is extremely important as we move forward with our Comprehensive Wastewater Management Plan.
- Allocate a combination of recurring and one-time funding sources to Other Post-Employment Benefits (OPEB)
- The Board of Selectmen continues to have an active interest in providing for the proper maintenance of our existing facilities. This segment of the budget needs to be adequately funded so as to preserve our municipal assets and improve their operational efficiency wherever feasible. Request a list from each department of any issues they are currently having so we can prioritize and plan capital expense. Create a reserve fund for larger municipal maintenance and repair projects.

- All Capital Budget requests with funding source shall be listed on the departments' request form, and compiled on a separate sheet with all projected bonding expenditures.
- The budget set for the middle school should be at the lowest level possible with the goal of providing time to determine the best course of action. Fees will be charged for recreational activities to help keep costs minimal.

Michael MacAskill, Chairman

Peter S. Hughes, Vice Chairman

Julie Kavanaugh, Clerk

Angelo S. LaMantia

Jannell Brown

Harwich BOS / TA Action Item Report

Item Number	Action Item	Criticality (1,2 or 3)	Lead Responsibility	Date Assigned	Due Date	Status	Comments
16-001	<i>Disability Access to Brook Park Bandstand</i>			7/11/2016		Referred to Recreation for inclusion in the next phase of Brooks Park Improvements.	
16-002	<i>Lighting at Brook Park Bandstand/Parking</i>		TA, ATA, Town Eng., Rec. Dir.	7/11/2016		Spoke with Town Engineer. Came up with concept for 2 lights in keeping with the Historic Dist. Cost \$2500/ea.	No funding available at this time to cover costs of lights. Path behind ballfield fence is not formal to make more accessible and add lighting would require a fence along the bank, t-base walkway 5' wide, electricity, etc.
16-003	<i>West Harwich Plume</i>		TA, ATA, Health Dir.	7/11/2016		Paula completed review week of August 15; meeting with Chair, TA and Asst. TA on 8/24/16.	Paula Champagne asked to research all applicable reports and to report back her findings/recommendations/plan.
16-004	<i>Committees: Vacancies; Charge Updates; Members being Sworn-in.</i>		Selectmen	7/25/2016			
16-005	<i>Track Additional Costs at Middle School</i>		Selectman LaMantia, TA	7/25/2016			
16-006	<i>Embers: Outside Bar Status</i>		ATA	8/8/2016		Completed 8/10/16- Status OK	Consulted Licensing Secretary; Building Comm; Health Agent. Mr. Nickerson contacted.
16-007	<i>Dedicated Turn Signal North on Rte 124 at Queen Anne Road</i>		DPW Director	8/8/2016		Completed 8/10/16- Status OK	DPW Director contacted consulting Engineer. The trip counts do not warrant a dedicated signal. Mr. Nickerson Contacted.
16-008	<i>Perk - Public Hearing for Entertainment License potential violation(s)</i>		TA; Licensing Secretary	8/22/2016		Hearing to be scheduled for 9/19/16	
16-009							
16-010							
16-011							
16-012							
16-013							
16-014							
16-015							

Ann Steidel

From: Dan Pelletier <dpelletier@harwichwater.com>
Sent: Tuesday, September 27, 2016 11:24 AM
To: Ann Steidel
Cc: Christopher Clark
Subject: RE: Pinewood Village Condominiums

Ann,

My water main ties show installation from bell's neck to pinewood in June of 1998. The water services for pinewood began in July. Let me know if you need anything else.

Thank You,

Daniel Pelletier
Water Superintendent
Harwich Water Department
T (508) 432-0304 X.110
C (774) 722-7963
E Dpelletier@Harwichwater.com



196 Chatham Rd.
Harwich, MA 02645

From: Ann Steidel [mailto:asteidel@town.harwich.ma.us]
Sent: Tuesday, September 27, 2016 9:27 AM
To: Dan Pelletier <dpelletier@harwichwater.com>
Subject: Pinewood Village Condominiums

Dan,

Chris asked me to contact you regarding Pinewood Village Condominiums, 9 Bells Neck Road. The Board would like to know when town water was first available to them at the site and when did they originally hook up to public water. These questions came up in discussions about the West Harwich plume last night at the Board of Selectmen meeting.

Ann Steidel
Administrative Secretary
Board of Selectmen/Town Administrator's Office
Town of Harwich
732 Main Street
Harwich, MA 02645

TOWN OF HARWICH
NOTICE OF VACANCIES ON VARIOUS TOWN BOARDS, COMMISSIONS
AND COMMITTEES

The Board of Selectmen will give consideration to the appointment of members to the following Boards, Commissions and Committees:

Agricultural Commission.....	1
Appeals Board (Alternate)	1
Bikeways.....	1
Board of Health.....	1
Brooks Academy Museum.....	1
Building Code Board of Appeals.....	5
Community Preservation Committee (Housing Rep).....	1
Conservation Commission (1 Full; 2 Alternate).....	3
Council on Aging.....	2
Cultural Council.....	1
Disability Rights Committee.....	5
Forest Committee.....	1
Historic District/Historical Commission (Alternates)	2
Real Estate and Open Space	1
Traffic Safety Committee	2
Trails Committee	1
Treasure Chest Committee (1 Full – 1 Alternate).....	2
Utility and Energy Conservation	1
Waterways Committee (Alternate)	1

A description of Committee duties and **Citizens Activity Record Forms** are available at the Selectmen’s Office, 732 Main Street, Harwich



**CITIZEN COMMITTEE VACANCY FORM
VOLUNTEER NOW -- SERVE YOUR COMMUNITY**

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

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

**CITIZEN COMMITTEE VACANCY FORM
BOARD OF SELECTMEN
732 Main Street, Harwich, MA 02645**

Name _____ Street/P.O. Box _____ Town _____ Zip _____

Occupation _____ Email _____ Telephone _____

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- Architectural Advisory Committee
- ***Board of Appeals**
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- ***Conservation Commission**
- Cultural Council
- Historical/Historic District Commission
- ***Planning Board**
- Real Estate, Open Space Committee
- Town Forest Committee
- Traffic Safety Committee
- Trail Committee
- Utility & Energy Conservation Commission
- OTHER _____

OTHER

- ***Board of Assessors**
- ***Board of Health**
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Disability Rights Committee
- Finance Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Saquatucket Development Committee
- Shellfish Constable (Voluntary)
- Treasure Chest Volunteers
- Wastewater Implementation Committee
- Youth Services Committee
- Voter Information Committee

RECREATION

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

* **Please include a resume with form**

EDUCATIONAL BACKGROUND:

RELEVANT SKILLS:

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD: