

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, April 24, 2017*

I. **CALL TO ORDER**

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

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

V. **PUBLIC COMMENT/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

- A. Approve Minutes
 - 1. April 3, 2017 Regular Session
- B. Approve Chapter 90 Project request for guardrail replacement
- C. Authorize Town Administrator as signatory on Chapter 90 contract documents
- D. Approve 2017 Junk Dealer License renewals
- E. Approve HMEA Union Contract
- F. Approve Memorandum of Understanding with Elder Services of Cape Cod
- G. Approve application for Common Victualler License for Ten Yen
- H. Accept resignation of Amy Harris from Housing Committee

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

VIII. **OLD BUSINESS**

- A. Potential disbanding of Architectural Advisory Committee
- B. Agricultural Commission – discussion
- C. Future use of Albro House and failed CPC article *(Action Item Register #16-047)*
- D. Old Recreation Building discussion of lease and related costs *(Action Item Register #16-047)*

IX. **NEW BUSINESS**

- A. Authorize Chair to sign letter of support and approve the Open Space and Recreation Plan
- B. Renewal of Mutual Cooperation Agreement with Barnstable County HOME Consortium
- C. Stabilization Fund balance and investment status
- D. Using a portion of solar field revenue for OPEB *(Action Item Register #16-021)*

X. **TOWN ADMINISTRATOR'S REPORT**

- A. Senior tax break legislation status
- B. Well water sampling results for chemicals used by NStar vegetation control
- C. Letter of commendation to employees
- D. Resignation of Town Clerk's office employee
- E. Wastewater Financing for taxpayers

XI. **SELECTMEN'S REPORT**

XII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____
Town Clerk

Ann Steidel, Admin. Secretary

Date: _____
April 20, 2017

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, APRIL 3, 2017
6:30 P.M.**

SELECTMEN PRESENT: Brown, Hughes, LaMantia, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Peter DeBakker, Richard Waystack, Laura Kelley, Cyndi Williams, Leo Cakounes, and others.

Chairman MacAskill reported that the Board had just come out of Executive Session where they discussed strategy with respect to collective bargaining and the Town Administrator's performance evaluation and no votes were taken.

PUBLIC COMMENT/ANNOUNCEMENTS

Cyndi Williams announced the upcoming Chamber event for the Toast of Harwich.

Peter DeBakker reported on an upcoming public hearing, Channel 18 telecast and newspaper article on wastewater.

CONSENT AGENDA

- A. Approve Minutes
 - 1. March 20, 2017 Executive Session
- B. Confirm committee appointments as recommended:

Appointee:	Committee:	Expiration:
Carol Porter	Real Estate and Open Space	2018
Courtney West	Cultural Council	2019
- C. Confirm appointment of Michael Serijan to the position of Office Assistant in the Golf Department
- D. Approve application for a change of manager for The Belmont Beach Club liquor license

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

NEW BUSINESS

- A. POCCA Cape Cod update on Eversouce Yearly Operational Plan (YOP) submitted to MDAR – Laura Kelley

Chairman MacAskill noted that this item is for discussion only and they do not plan on taking any action tonight as it was late material. Ms. Kelly said they are trying to lessen the impact of chemical use above our aquifer and noted that if it is contaminated we have no other source of drinking water. She stated that there are other ways to control vegetation. She asked that a letter to be sent to MDAR upon approval of the 2017 Yearly Operational Plan saying that they disapprove of this moving forward in our Town and also write to say that they wish to be considered an aggrieved party and request to be on the adjudicatory hearing. She took questions from the Board. Mr. Hughes recommended getting input from cranberry growers. Chairman MacAskill said he didn't believe we have ever done any test levels. Ms. Kelley said that it is expensive and there are many levels to the soil. She also noted that the time to do it

is right after the spraying. Mr. Clark noted that three years ago the Water Department tested their well which was closest to the spraying fairly immediately after the spraying was done and the testing came back with no trace elements of those chemicals. Mr. Cakounes, spoke as a certified organic cranberry grower, and discussed alternative methods for keeping weeds down and stressed that it is very difficult to control weeds without using chemicals. He noted that he is a licensed pesticide applicator and can use the chemicals discussed as a commercial applicator. He asked the Board not to support this and stated that he feels the products they use are acceptable. He took questions from Board. Attorney Bruce Taub said he does not take a position on the efficacy of the toxins but rather was hired to stop them. He described his efforts to date on this issue and discussed environmental data. No action was taken on this item. Ms. Kelley asked to be on the agenda in two weeks.

B. Selectmen's assignment of Articles

Chairman MacAskill noted that he has assigned articles to the Board members and asked if anyone has a particular interest in an article to please let him know and he will make adjustments.

C. One Liners Update

No action was taken on this item.

TOWN ADMINISTRATOR'S REPORT

A. 35 Chatham Road update

Mr. Clark said he has met with several neighbors on this issue to listen to their concerns and went to see the site himself. He said he believes there are some issues with a potentially commercial operation operating in a residential area and he is looking at making sure they are operating in a legally appropriate manner. He said there is active litigation underway, the Conservation decision was appealed and DEP is coming out on Wednesday to do a site visit.

B. TD Bank Parking Lot

Mr. Clark reported that we received a letter from the neighbors as the gate had inadvertently been left open for some period of time and that has been remedied. He added that as the agreement calls for the area to be aesthetically pleasing, the Town Planner thought that some plantings in front of the posts by the fence would be appropriate and has reached out to the Garden Club.

C. Jay Z Drive update

Mr. Clark reported that the Town has issued an enforcement letter as access to Jay Z Drive has not been maintained.

Mr. Clark further reported on the upcoming tax title auction, a letter of commendation to the Assessor's office, the high deductible health insurance offering, and that his Chief Procurement Officer certification has been renewed.

SELECTMEN'S REPORT

Mr. Hughes reported that Chatham Selectmen voted 4-1 to support the Wastewater Inter-Municipal Agreement.

ADJOURNMENT

Mr. Hughes moved to adjourn at 7:38 p.m. Mr. LaMantia seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM



TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director *LSH*

DATE: April 11, 2017

RE: Chapter 90 Project Request – Guardrail Replacement

Attached for your review and signatures is a Chapter 90 Project Request for guardrail replacement on Chatham Road and Forest Street in the amount of \$75,286. Currently, we have \$482,613 available in Chapter 90 funds, which includes our FY 17 apportionment of \$686,152.

Please sign both copies of each request and return them to me so that I may submit them for State approval. If you have any questions regarding this project, please contact me.

Thank you for your consideration.

Cc: Chris Clark, Town Administrator

CHAPTER 90 PROJECT REQUEST

CONTRACT ID # 50829

PROJECT # _____

CLASSIFICATION: ___ Primary Road ___ Local Road

CITY/TOWN HARWICH

PROJECT: GUARDRAIL REPLACEMENT

LOCATION: VARIOUS LOCATIONS SEE ATTACHED LENGTH _____ WIDTH: _____

PROJECT TYPE: ___ Construction ___ Reconstruction ___ Resurfacing ___ Improvement

X Other: GUARDRAIL REPLACEMENT

TYPICAL SECTION DETAILS: State depths, special treatments, etc...

Include sketch for Construction/Improvement Projects and Resurfacing/Rehabilitation Schedule

Surface:

Base Course:

Foundation:

Shoulders/Sidewalks:

Scope of Work: (Attach additional sheets if necessary to completely describe project)

REPLACE EXISTING, NON-COMPLIANT GUARDRAIL WITH NEW CORETEN STEEL BEAM GUARDRAIL WITH WOODEN POSTS ON CHATHAM RD AND GALVANIZED WITH STEEL POSTS ON FOREST ST.


Work to be done Force Account ___ Advertised Contract ___ Other: COUNTY BID

Estimated Cost (Attach estimate and list funding sources) \$ 75,286.25

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering practices and construction methods.

I/We certify to the following: that the project is on a public way, and has a recorded layout; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by the M.H.D. or the advertised low bid; that all documentation for expenditures will be for items incorporated into this project; that the documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Prepared by: 
(Highway Official)

Signed: _____

(Duly Authorized Municipal Official(s))

Reviewed by: _____
(State Aid Engineer)

Approved by: _____
(District Highway Director)

Approved for: _____ @ _____

Date: _____

CHAPTER 90 ENVIRONMENTAL PUNCH LIST

City/Town HARWICH

MassHighway District # 5

Proposed Work Construction Resurfacing Improvement Other: _____


NOTE: ALL ENVIRONMENTAL PERMITS / APPROVALS MUST BE OBTAINED PRIOR TO CONSTRUCTION.

1. Will the pavement width increase 4 ft. or more for an aggregate length of 1000 ft. or more? Yes No
2. Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement? Yes No
3. Will the removal of 5 or more trees with diameters of 14 inches or more be required? Yes No
4. Will more than 300 ft. of stone wall be removed or altered? Yes No
5. Will the project involve construction of a parking lot with capacity of 50 cars or more? Yes No
6. Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)? Yes No
 If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).*
7. Will the project be on a "Scenic Road" (Acts of 1973, C. 67)? Yes No
 If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls.
8. Have all necessary takings, easements, rights of entry, etc. been completed? Yes No
 If a County Hearing is required, It must be held prior to starting work.
9. Are archaeological, anthropological, historical, etc. problems / impacts anticipated? Yes No
10. Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? Yes No
 If your answer is YES, you must file the project with your local Conservation Commission prior to starting work.
11. If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc.. Verify with agencies.* Yes No

* See Appendix K for a List of Environmental Agencies.

Validation

It is recognized that the purpose of this information is to assist the Massachusetts Highway Department in approving the Chapter 90 Project Request Form (of which this is a part). Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by Mass. Highway on the basis of this information shall not legally or financially obligate Mass. Highway to support or defend the municipality, and the municipality shall save harmless Mass. Highway for any action.

Prepared by: 
(Highway Official)

Signed: _____

Date: 4/9/17

(Duly Authorized Municipal Official(s))

PRELIMINARY ESTIMATE - CHAPTER 90 FORCE ACCOUNT

TOWN HARWICH

ROAD CHATHAM RD & FOREST ST

STATION _____

TO STATION _____

LENGTH _____ FT.

STATION _____

TO STATION _____

_____ ALLOTMENT _____

DATE April 9, 2017

QUANTITY	UNIT	KIND OF WORK	PRICE	AMOUNT
1,275.00	L.F.	CORTEN STEEL BEAM GUARDRAIL	\$27.50	\$ 35,062.50
24	EA	CORTEN TERMINAL ENDS, 4x8 REFLECTORS WITH P9 POSTS, AND 12.5' END PANEL	\$500.00	\$ 12,000.00
612.5	L.F.	GALVANIZED STEEL BEAM GUARDRAIL	\$27.50	\$ 16,843.75
4	EA	GALVANIZED TERMINAL ENDS, 4x8 REFLECTORS WITH P9 POSTS, AND 12.5' END PANEL	\$500.00	\$ 2,000.00
42	EA	HAND DIG POSTS (UNDERGROUND UTILITIES)	\$90.00	\$ 3,780.00
112	HOURS	POLICE DETAILS	\$50.00	\$ 5,600.00
TOTAL				\$ 75,286.25

Ann Steidel

From: Link Hooper <lhooper@harwichdpw.com>
Sent: Wednesday, April 12, 2017 3:09 PM
To: Ann Steidel; Sandy Robinson
Cc: Christopher Clark
Subject: Fw: Town of Harwich Chapter 90 Contract
Attachments: AuthorizedSignatoryForm.doc; HarwichFY18_Ch90Contract.docx

Hi Ann and Sandy,

Attached please find a MassDOT contract for Chapter 90 and an authorized signature form. Would you please obtain the required signatures and mail to MassDOT District 5, 1000 County St, Taunton MA 02780 attn: Mary-Joe Perry no later than June 1, 2017. I would appreciate a copy of the signed documents for my records. Please contact me with any questions you may have. Thank you,

Link

From: Sullivan, Sean M (DOT)
Sent: Wednesday, April 12, 2017 3:00 PM
To: lhooper@harwichdpw.com
Subject: Town of Harwich Chapter 90 Contract

Good afternoon

Attached please find the new 10-year Chapter 90 Amended Standard Contracts and the Authorized Signatory form. This contract will extend the municipality's Chapter 90 agreement through 2027. Please return **2 signed copies of the Chapter 90 Contract** and **1 copy of the Authorized Signatory form**. These forms must be returned to MassDOT District 5 (1000 County St, Taunton MA 02780 attn: Mary-Joe Perry) no later than June 1, 2017.

During this period, I am also making myself available to meet with you if you would like for a quick Chapter 90 refresher or to answer any questions. If you would like to arrange a time to meet, please feel free to reach out via email or phone to find a time. Thank you so much for your assistance and patience during this process. As always, I am available for any questions or assistance you might need.

Best,
Sean

Sean M Sullivan
State Aid Coordinator
massDOT District 5 State Aid Office
Phone: 508.884.4221
Fax: 508.880.6102

Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: VC

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Christopher Clark	Town Administrator

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

Date: April 24, 2017

Signature

Title: Michael D. MacAskill

Telephone: 508-430-7513

Fax: 508-432-5039

Email: cclark@town.harwich.ma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osd under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):		DEPARTMENT NAME: Massachusetts Department of Transportation	
Legal Address: (W-9, W-4, T&C): 732 Main Street Harwich, MA 02645		MMARS Department Code: DOT	
Contract Manager: Lincoln Hooper, DPW Director		Business Mailing Address: 10 Park Plaza, Boston, MA 02116	
E-Mail: lhooper@harwichdpw.com		Billing Address (if different):	
Phone: 508-430-7555		Contract Manager: Michelle Ho	
Fax: 508-432-5039		E-Mail: Michelle.Ho@state.ma.us	
Contractor Vendor Code: : VC6000191822		Phone: 857-368-8895	
Vendor Code Address ID (e.g. "AD001"): AD001 AD001 (Note: The Address Id Must be set up for EFT payments.)		Fax: 857-368-0661	
MMARS Doc ID(s): INTF00X02018S0050829		RFR/Procurement or Other ID Number: Chapter 90	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: June 30, 20 17 Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). _____			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); x_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Extending the original Chapter 90 Contract for 10 more years. Please note MMAS document identifiers have been adjusted.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2027</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the <u>MassDOT Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR MassDOT:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Christopher Clark</u>		Print Name: _____	
Print Title: <u>Town Administrator – Town of Harwich</u>		Print Title: _____	

Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE: VC

PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures
for all signatories listed on the attached Contractor Authorized Listing

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

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

Title: Town Administrator -- Town of Harwich

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

2017 Junk Dealer Renewals

Sydney S. Mercer
d/b/a Syd's A & J
338 Bank St.
Harwich, MA 02645

Ray Woodland
d/b/a Woody's Furniture Repair
1353 Orleans Rd.
East Harwich, MA 02645

Port Peddlar
547 Route 28
Harwich Port, MA 02646

April 24, 2017

April 13, 2017

Harwich Community Center
Carolyn B. Carey
100 Oak St.
Harwich, MA 02645



Dear Carolyn B. Carey,

Enclosed are two signed copies of the Memorandum of Understanding between the Harwich Community Center and the Elder Services Nutrition Program.

Please sign and return one copy for our records. If you have any questions, feel free to contact me at (508) 394-4630 ext. 401.

Sincerely,

Louis Eppers
Nutrition Program Manager

MEMORANDUM OF UNDERSTANDING

The **Nutrition Program for the Elderly** of Elder Services of Cape Cod and the Islands, Inc., whose offices are located at 68 Route 134, South Dennis, Massachusetts and the **Harwich Community Center** do hereby agree the kitchen of the **Harwich Community Center** be available each Monday through Friday for the preparation of serving of meals-on-wheels to elder citizens as outlined by Title IIC of the Older American's Act.

This MEMORANDUM OF UNDERSTANDING shall be effective **July 1, 2017** by and between **Harwich Community Center** and **Elder Services of Cape Cod and the Islands, Inc.** This Agreement shall be in force until **June 30, 2018** unless amended by either party or either party issues a thirty- day (30) notice of cancellation.

The kitchen area and rest rooms shall be available for the Nutrition Program each day Monday through Friday from **8:30 a.m. to 1:00 p.m.**

The Nutrition Program shall supply liners for waste receptacles for the kitchen. The Nutrition Program shall be responsible for cleaning the sections of the refrigerator and freezer used by the program, and proper disposal of trash after use by the Program. The **Harwich Community Center** is responsible for cleanup when the facilities are in use for other activities.

The **Harwich Community Center** provides locked storage space in the kitchen and next to kitchen areas and is responsible for trash removal and snow removal for ease of access to the building by the senior citizens. The Community Center is responsible for custodial care of the rest rooms.

The **Harwich Community Center** shall provide a key to the facility to allow access for the Nutrition Program for the delivery of food.

Elder Services of Cape Cod and the Islands, Inc agrees to pay the **Town of Harwich** the sum of Seventy-five Dollars (\$75.00) per month, during each month of use of the Harwich Community Center pursuant to this Agreement, to cover the cost of electricity incurred by or on behalf of the Elder Services Nutrition Program.

The **Harwich Community Center** and the **Nutrition Program** agree to meet all requirements of inspection by fire, building and health officers.

MEMORANDUM OF UNDERSTANDING

Page 2

The **Nutrition Program** shall notify the **Harwich Community Center** if the kitchen area shall not be needed on a given day. The **Harwich Community Center** shall give adequate notification to the **Nutrition Program** if the space shall be unavailable.

The **Nutrition Program** agrees to provide annually, a current Certificate of Insurance evidencing Profession and General liability and worker's compensation coverage.

The contact person for the **Nutrition Program** at Elder Services of Cape Cod and the Islands, Inc., is:

Louis Eppers
Nutrition Program Manager
Telephone (508) 394-4630

The contact person for **Harwich Community Center** is:

Carolyn B. Carey, Director
Telephone: (508) 430-7586

FOR THE PROJECT
Eddie Murphy

FOR THE PROVIDER
Harwich Board of Selectmen

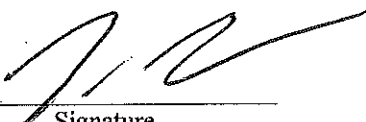
Signature

Signature

Signature

Signature

Signature



Signature

Date: 4/13/17

Date: _____



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

APPLICATION FOR COMMON VICTUALLERS LICENSE

Fee: \$50 New application Annual # of seats 10
Renewal Seasonal Opening date 4/19/17

In accordance with the provisions of the Statutes relating thereto, application for a Common Victuallers license is hereby made by:

Business Name Ten Ten LLC Phone 774-722-2833

Doing Business As (d/b/a) Ten Ten

Business Address 554 Route 28, Suite B, Harwich Port, MA 02646

Mailing Address 9 Edwards Ave G, Dennisport, MA 02639

Email Address 10 Ten Harwich Port @ Gmail.com

Name of Owner Michael Jacek, President (Sole Owner)

(If corporation or partnership, list name, title and address of officers)

[Signature] President 81-4345512
Signature of applicant & title Federal I.D. #

Pursuant to MGL Ch. 62c, Sec. 49A, I certify under the penalties of perjury that to the best of my knowledge and belief I have filed all state tax returns and paid all state taxes required under law.

[Signature] By _____
Signature of individual or corporate name Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature] [Signature] [Signature]
Building Commissioner Board of Health Fire Department

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

April 12, 2017

4 Chapel Hill Lane
Harwich, MA 02645
508-432-0763
amyharrisjge@gmail.com

Board of Selectmen and
Harwich Housing Committee
Town of Harwich
732 Main Street
Harwich, MA 02645

Dear Board Members,

With regret I submit my resignation from the Harwich Housing Committee. Poor health and other commitments are not allowing me to give this terrific committee the time it deserves. When health improves and some of my other unpaid hours let up, I hope to be able to return to the Town to be of service. Thank you for a wonderful experience.

Sincerely,



Amy L. Harris



3. Capital plan
4. Debt schedule
5. Budget / warrant review plan

The Board discussed the above-referenced topics with the Finance Committee. With regard to #1, Mr. Clark noted that we put together a 5 year projection and we have a 3.25% overall increase factored in. Supt. Carpenter took questions from Finance Committee Chair Rich Larios. Supt. Carpenter commented that it is very early on in the process and a significant driver this year is going to be health insurance. With regard to #2, Mr. Hughes stated that free cash came in at approximately \$2 million and suggested putting some of that in reserves. Mr. Clark reported that we were certified at \$1.9 million of which \$1 million is for Capital Plan items and \$500,000 for snow and ice, and if we don't use all snow and ice then he recommends putting what we don't use into reserves. He further noted that we owe \$72,000 to the Harwich Conservation Trust on the Sutphin property and we have funded the Middle School at \$125,000. Mr. Brown said he firmly supports adding to the stabilization fund or OPEB. Mr. DeCosta stressed that adding to reserves should not be on the backs of the taxpayers. With regard to #3, Mr. Larios stressed the need to evaluate our priorities and noted that we are working toward a finished Capital Plan and it would be far better to discuss it then. With regard to #4, Mr. Clark stated that we did include a debt schedule model as part of our 5 year plan and he provided a brief overview of his recommended approach. Mr. Hughes stated that is an important tool we will need for when we get to the Capital Plan, Ms. Brown encouraged use of more powerful graphics, and wastewater funding was discussed. Mr. LaMantia stated that we have to encourage those people who have fees to make sure they are competitive with the other towns. With regard to #5, Mr. Hughes advocated for an all day Saturday event and the Finance Committee agreed. A February timeframe was discussed. Ms. Donahue said we should discuss putting the votes of the Board in the Warrant and Mr. Hughes responded that it was a great idea.

OLD BUSINESS

A. Recommendation to disband the Architectural Advisory Committee

Ms. Greenhalgh provided a brief history of the Committee noting that they are completely advisory only. She stated that their charge has basically been taken away from them starting in 1986 and there is no provision for it any longer so it is up to the Board whether they want them to continue. She added that they have no guidelines or policy procedures manual. Mr. MacAskill stated that he and Ms. Greenhalgh met with Ms. Josselyn and she does not want to see the committee disbanded and she also thinks the planning people should look at their work more. He noted that they discussed the timelines and she said they will meet more regularly. Mr. LaMantia said he was not in favor of disbanding. Mr. Hughes said they should take a shot at a charge that defines their role and responsibility and bring it back. Chairman MacAskill said he would follow through with that.

B. VisiGov discussion

Chairman MacAskill stated that VisiGov is coming forward with a new version and that Mr. LaMantia, Mr. Clark and Mr. Gould had been provided with an overview. He suggested that we use what we have as a basis to put something online along with an explanation that these other accounts including Waterways and Golf have revenue funds that we do collect money on for grants. Mr. LaMantia stated that it was very clear from the presentation that they are in the process of updating and doing a new form of their software and also that they are running into a number of problems with some of their towns. He explained that one of the things that makes us very different from other towns is

A. Action Item Register

The Board agreed to take this item up at a later time. Mr. Hughes had no updates. Ms. Brown said she is scheduled to meet with Mr. Clark and will speak with him about what she has found out about reevaluating Town Hall hours. Chairman MacAskill said he would send Mr. Clark items for updating.

NEW BUSINESS

A. Agricultural Commission inactivity

Chairman MacAskill reported that we received a letter from a resident on Chatham Road and his main complaint is that there is no Agricultural Commission and he is looking for a liaison for something that has happened at the farm on Chatham Road. He said that he has spoken with the Chairman of the Agricultural Commission who indicated that they haven't met in almost a year and that there is no activity at all. Chairman MacAskill recommended removing all the current members and then advertising the vacancies. Mr. Hughes recommended sending them a letter telling them that if we don't hear from them within a time certain we will assume they have resigned. Chairman MacAskill noted that the Chairman has asked for that. Mr. Hughes said it is official if the Board of Selectmen does that. Ms. Brown agreed that it is alright to disband this as many of the terms are up in June anyway. Mr. LaMantia said maybe they only need us to ask them to do something. Chairman MacAskill said they weren't meeting as they had nothing to do. Mr. LaMantia said if we don't give them anything to do then in a year and half we are going to be doing this again. Ms. Kavanagh said she doesn't see a reason not to disband. Chairman MacAskill agreed with Mr. Hughes' recommendation. He asked that staff send those letters as a courtesy. Chairman MacAskill asked Mr. Clark if the Board should act as liaison in the absence of an Agricultural Commission. Mr. Clark responded that you want to have your regulatory boards not feel pressured and this Board didn't do their job so it makes sense for the Selectmen to have the complainants come in and state their case. He cautioned that we want to be sure we don't strong-arm the Conservation Commission. Mr. Clark suggested another option is that he meet with the neighbors and put together a letter to the Conservation Commission with recommendations and copy the Board of Selectmen and the Board agreed.

B. Fire and Police Department additional personnel and possible override – *discussion*

Chairman MacAskill stated that at the recent budget hearing, the Police and Fire departments came forward asking for more personnel, specifically, the Police Department wanted one additional employee and the Fire Department wanted two additional employees. He noted that the Board's budget message calls for no additional hires without the justification. Mr. LaMantia said he would be in favor of adding the people but we do need the money to do that now and in the future, and it would have to be from taxes. He said there is always the option of putting it on the ballot as an override. Ms. Kavanagh agreed that the positions are needed but we need to look at where we are getting those funds and to see if the taxpayers are willing to support an override. Ms. Brown said she would be in support of a ballot question. Mr. Hughes said these things come to a higher priority and said we should task the Town Administrator to see what would have to be given up in the budget to fund these positions and let the Board decide the priorities and at that time we can consider the ballot question if the Board doesn't want to give anything up. Mr. Clark said there are a couple of options including seeing if we can reprioritize but he feared we would have to lay people off to accomplish that. He said he could

Harwich Jr. Theatre Lease of
"Old" Recreation Building
25 year lease - Exp. 8-31-34



LEASE

This Lease is made and executed on July 13, 2009, by and between the Town of Harwich, a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts, 02645, referred to as "Town," and the Harwich Junior Theatre, Inc., a tax exempt 501 (c)(3), organized and existing under the laws of the Commonwealth of Massachusetts, having an address of 105 Division Street, West Harwich, Massachusetts, referred to as "Lessee."

WHEREAS, Town is the owner of a parcel of land, containing the former Harwich Recreation Building and an accessory shed (singly, "the Recreation Building," collectively, the "Buildings") thereon; (collectively known as the "Premises") shown on the plan, entitled "Lease Area," prepared by Harwich Engineering Department, Project No. 1452-00, drawn November 10, 2008, approved November 12, 2008, containing 6,841 square feet of land area, more or less, a copy of which is attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Town has determined that the use of the Premises is to accommodate arts, cultural and educational uses, as set forth in the vote under Article 59 of the Annual Town Meeting of May 1, 2006, as amended by the vote under Article 13 of the Special Town Meeting of February 11, 2008, and as further amended by the vote under Article 11 of the Special Town Meeting of May 6, 2008 (collectively, the "Votes");

WHEREAS, the Town authorized the Board of Selectmen, under the Votes, to lease the Premises, on such terms and conditions as it shall deem appropriate;

WHEREAS, on November 25, 2008, the Town issued a Request for Proposals (the "RFP") soliciting proposals to lease the Premises for the creation of arts, cultural and educational uses;

WHEREAS, the Lessee submitted a proposal in response to the RFP (the "Proposal") agreeing to develop the Premises for arts, cultural and educational uses; and

WHEREAS, Lessee proposes to obtain sufficient funding to construct certain improvements, as defined hereafter, at the Premises;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

SECTION ONE

DEMISE; DESCRIPTION OF THE PREMISES; PERMITTED USES

Town leases to Lessee and Lessee leases from Town, the Premises, for Lessee's exclusive use, for the purpose of the development of arts, cultural and educational purposes, including, but not limited to, operating a theatre facility, holding performances, try-outs and rehearsals, readings, solo or chamber music recitals and dance exhibits, lectures and demonstrations, fund raising events for Lessee and other cultural organizations, including, but not limited to, events to support affordable housing in Harwich, rental for artists and educational classes not directly sponsored by Lessee, but related to the arts, humanities and interpretive sciences, and for uses customarily accessory thereto (the "Permitted Uses"). Lessee may also operate concession facilities, including vending machines, a gift store and food store accessory to such arts, cultural and educational purposes. Tenant will comply with Harwich's Sign By-law and Historic District regulations. Lessee shall obtain all permits and approvals to conduct the Permitted Uses at the Premises.

SECTION TWO

TERM

The term of this Lease shall be for twenty-five (25) years, commencing on September 1, 2009 (the "Commencement Date"), and ending on August 31, 2034 (the "Term"). The Lessee shall have a right to request an extension of this Lease and shall exercise said right on or before November 1, 2033 by making a written request for an extension in an amount not to exceed twenty-five (25) years. Upon receipt of the written request, the Town Administrator's Office will make recommendations to the Board of Selectmen. The Board of Selectmen shall notify the Lessee of its decision relative to the Lease extension period no later than January 1, 2034.

SECTION THREE

RENT

A. Payment of Rent. Lessee covenants and agrees to pay Town, without notice or demand therefore and without any deduction or set-off whatsoever, except as expressly otherwise provided herein, "Base Rent" and "Additional Rent," as such terms are defined below.

B. Base Rent. On or before January 31st of each year during the Term of this Lease, and within thirty (30) days after the expiration or earlier termination of the Lease, Lessee shall pay Base Rent of 2% of the Gross Revenues collected by Lessee at the Premises. Gross Revenue based upon prior calendar year shall mean the monies collected by Lessee for events held at the Premises, including class tuition (minus scholarships), rentals, sale of tickets and concessions, but excluding monies derived from fund raising, donations, grants and government funding. Lessee shall cause to be

prepared, by a certified public accountant of Lessee's choice, audited reports reflecting the monies constituting the Gross Revenues, which shall be submitted to Town with each payment. Town shall from time to time, but at least annually, have the right to inspect the books and records of the Lessee. In the event Town's inspection reveals that Lessee has misstated the Gross Revenues by 10% or more, Lessee shall pay the difference, and further shall be responsible for the cost of Town's inspection.

C. Additional Rent. Lessee shall also be responsible for all taxes, sums, fees or charges assessed or chargeable during the Term of this Lease in relation to the Premises or Lessee's use thereof. The Town hereby agrees to timely notify the Lessee of all bills or invoices for such taxes, sums, fees or charges so that the same may be paid by the due date. All such sums shall be construed and paid as Additional Rent. Base Rent and Additional Rent are referred to, together, as "Rent."

SECTION FOUR

WARRANTIES OF TITLE AND QUIET POSSESSION

Town covenants that Town is seized of the Premises in fee simple and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the Premises during the Term of this Lease, without disturbance by the Town or persons acting or claiming through or under the Town.

Notwithstanding the foregoing, Lessee acknowledges that it has leased the Premises, and agrees to develop the Premises in accordance with Section Seven below, including, without limitation, any encumbrances, existing structures thereon, and regulations affecting the Premises, and accepts the Premises in the same condition in which they or any part thereof now are, and except as otherwise provided in this Lease, waives all rights to object to the condition thereof and assumes all risks in connection therewith, without any representation or warranty, express or implied, in fact or in law, on the part of the Town, without recourse to the Town.

SECTION FIVE

DELIVERY OF POSSESSION

If the Town cannot deliver possession of the Premises to Lessee on the Commencement Date for any reason other than failure to complete the Town's Pre-Commencement Date Work (as defined and provided in Section Seven), then the Town shall use reasonable efforts, not to exceed One Thousand (\$1,000.00) Dollars, to cure the reason or reasons that have prevented delivery of possession of the Premises within thirty (30) days. If the reason or reasons have not been cured within said thirty (30) day period, then the Lessee may terminate this Lease and any payments made under this Lease shall be forthwith refunded and all other obligations of the parties hereto shall cease and the Lease shall be void without recourse to the parties hereto.

If the Town cannot deliver possession of the Premises to Lessee on the Commencement Date due to the failure to complete the Town's Pre-Commencement Date Work, the Town shall use commercially reasonable efforts to deliver the Premises and complete the Town's Work within sixty (60) days of the Commencement Date and the Extended Commencement Date shall be the date on which the Town delivers possession in accordance with the terms of this Lease. Notwithstanding the foregoing, if the Town has not substantially completed the Town's Work and delivered possession of the Premises within sixty (60) days of the Commencement Date, Lessee may thereafter terminate this Lease, in which event any payments made hereunder shall be forthwith refunded, all obligations of the parties hereto shall cease, and the Lease shall be void without recourse to the parties hereto.

SECTION SIX

UTILITIES

A. Payment of Utilities. As Additional Rent, Lessee agrees to pay promptly, as and when the same become due and payable, all charges for water, sewer, electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Premises (whether during the Term, or subsequent thereto if relating to Lessee's use of the Premises). If any such utilities are not separately metered or assessed, Lessee agrees to pay Town, as Additional Rent, upon submission of a statement for same, the charges for such utilities as reasonably determined time to time by Town, in addition to Lessee's payments of all separately metered utility charges. If Lessee fails to pay for the utilities furnished to the Premises, whether separately metered or not, Town shall have the right, but not the obligation, to pay the same, and Lessee shall reimburse Town promptly upon demand for all costs, expenses and other sums of money in connection therewith, with interest, as Additional Rent. Any utility service supplied by Town to the Premises shall be deemed to have been supplied by Town as an incident of the tenancy created by this Lease. The Town hereby agrees to timely furnish Lessee with copies of all bills and invoices for such utilities so that the same may be paid by the due date.

B. Additional Utilities, Equipment. In the event Lessee requires additional utilities or equipment, all costs incurred in connection therewith, including installation, maintenance and repairs of the same, shall be the Lessee's sole obligation, provided that such installation shall be subject to the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed and shall be installed in conformity with plans and specifications provided by the Lessee and approved by the Town.

C. Lessee Not to Exceed Capacity of Feeders or Wiring. Lessee covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Premises or the wiring installations therein; provided, however, that if Lessee desires to upgrade and increase the capacity to meet its needs, then Lessee may undertake said upgrades at Lessee's sole cost and expense, provided the Lessee obtains

all appropriate permits and approvals for such upgrade. [Note: Lessee will check with BI if existing service is adequate for present use.]

SECTION SEVEN

REPAIRS AND MAINTENANCE, STRUCTURAL RESPONSIBILITY AND ADA COMPLIANCE

A. Repairs by Town. Prior to the Commencement Date of this Lease, Town shall complete the repairs set forth at Exhibit B (hereinafter, "the Town's Pre-Commencement Date Work"). [Note: Lessee will check with BI if present use and occupancy violates applicable codes.]

B. Maintenance by Lessee. Lessee shall, at its sole cost and expense, keep neat and clean, and replace and maintain in good order and condition the Premises and each and every part thereof, and assure that the same are kept in a first-class, tenantable, and attractive condition through the Term. Lessee further agrees that any repairs or maintenance Lessee undertakes on the Premises shall in all respects comply with the laws of the Commonwealth of Massachusetts, the by-laws of the Town of Harwich, and all directions, rules, and regulations of the Health Officer, Fire Marshall, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. The Lessee shall not permit or commit any waste. Lessee shall be responsible for removing trash from the Premises and the collection and disposal thereof. Lessee shall not allow rubbish or trash to accumulate on or about the Premises.

C. Construction and Repairs by Lessee. Throughout the Term of this Lease, Lessee shall maintain and repair those items listed as "Tenant Responsible Party" at Exhibit C, as well as its personal property and trade fixtures and other leasehold improvements in and on the Premises (the "Lessee's Work") in a good and workmanlike manner, at Lessee's sole cost and expense, and in accordance with plans and specifications that have been approved in advance by Board of Selectmen. There shall be no deviations from the aforesaid plans and specifications without the prior written consent of Town, which consent shall not be unreasonably withheld, conditioned or delayed. In the event of any inconsistency with respect to the respective obligations of the parties hereto between such plans and specifications and provisions of this Lease, the provisions of such plans and specifications shall govern. Lessee shall be responsible for obtaining all permits for Lessee's Work, at its sole cost and expense. Any and all improvements made in, on or to the Premises during the Term of this Lease must be attractive and approved by the Board of Selectmen, which approval shall not be unreasonable withheld, conditioned or delayed. All signage proposed by Lessee must be approved by the Building Commissioner and Historic District Commission.

Lessee shall conduct repairs, maintenance and all other work in a good and workmanlike manner, in compliance with legal requirements and good engineering and construction practices. The improvements shall be constructed in material compliance with the plans approved by the Board of Selectmen and in strict compliance with the required permits. Lessee shall take all reasonably necessary measures to (i) minimize dust, noise and construction traffic, (ii) minimize any damage, disruption or

inconvenience caused by the work, and (iii) make adequate provision for the safety and convenience of all persons affected thereby and to properly police same. Dust, noise and other effects of such work shall be controlled using commercially accepted methods customarily utilized in order to control deleterious effects associated with construction projects in a populated or developed area. Lessee shall pay (or cause to be paid) all costs and expenses associated with any work (including, without limitation, all architectural, engineering, construction, legal and consultant fees and costs) and shall defend, indemnify and hold the Town harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) attributable to the performance of any work by the Lessee. Prior to the Commencement Date, the Lessee may, at Lessee's option, conduct an energy audit to estimate the energy costs associated with its use of the Premises, provided, however, the results of such assessment shall not alter Lessee's obligations under this Lease.

D. Construction and Repairs by Town. Throughout the Term of this Lease and any extensions thereof, Town shall perform construction and installation of and repair those items listed as "Landlord Responsible Party" at Exhibit C (the "Town's Work") in a good and workmanlike manner, at Town's sole cost and expense. Town shall be responsible for obtaining all permits for Town's Work, at its sole cost and expense. [Note: Lessee will check with BI if present use and occupancy violates applicable codes.] In addition to the Town's Work, the Town has appropriated sufficient funds to rehabilitate or replace all of the windows in the Recreation Building, which shall be done in a good and workmanlike manner at the Town's sole cost and expense within one (1) year of the Commencement Date.

E. Lessee's Responsibility for ADA Compliance. In accordance with the schedule set forth below, Lessee shall make the Recreation Building compliant with Americans with Disabilities Act and state and local handicap access laws over the course of the phased schedule set forth below (hereinafter referred to as "the ADA Compliance Improvements"). Lessee proposes to raise money through grants and fundraising for the accessibility improvements and, thus, cannot make all improvements immediately or simultaneously. Lessee proposes to use parts of the Recreation Building as allowable by the regulations during the phased period of construction. The phased construction schedule is as follows:

Year 1 – 9/1/09-8/31/10	Use the existing ramp and external handicap port-a-potty if approved by the Historical District Commission. The first floor would be used for our educational and cultural programs. Finalize architectural designs for first floor handicap access and bathroom(s) and seek regulatory approvals including approval by Historical District Commission. Raise funds for permanent accessible entrance and bathroom(s).
Year 2 – 9/1/10-8/31/11	Construct permanent ramp or other accessible access and build bathroom(s) as approved by federal, state and local permitting authorities. Widen/replace doors as necessary. Raise money and

	develop architectural plans for handicap access to the second floor.
Year 3 – 9/1/11-8/31/12	Make necessary modifications and install handicap access to the second floor. This is to be done after or in conjunction with making the second floor egress usable.

Notwithstanding the foregoing, should any work at the Recreation Building undertaken by the Town trigger accessibility upgrades per local, state or federal requirements prior to the phased timetable outlined above, neither Town nor Lessee shall be responsible or liable for undertaking said upgrades, and the Premises shall be used solely to the extent permitted by law until such time as Lessee performs the required upgrades.

F. As-Builts. Within ninety (90) days after final completion of the initial improvements or any other work affecting the Premises, Lessee shall prepare at its expense and deliver to the Town one complete, legible and reproducible full-sized set of as-built plans showing the improvements or such other work, as the case may be.

G. Historic Renovation of the Buildings. The exterior architectural features of the Buildings shall be preserved, with particular attention to be given to the preservation of the Recreation Building.

H. Schedule of Performance. Lessee shall commence the ADA Compliance Improvements, as outlined in the construction schedule above as soon as reasonably possible following the execution of this Lease, but not later than three (3) months thereafter. Lessee shall thereafter diligently and continuously prosecute to final completion the ADA Compliance Improvements substantially in accordance with the building permit application and site plans (hereinafter, "the Final Plans"). For purposes of this Lease, construction of the ADA Compliance Improvements shall be deemed to have commenced upon the commencement of actual physical work (including, without limitation, the site work) on the Premises pursuant to full, unconditional building permits for the Premises. Final completion of the ADA Compliance Improvements will be deemed to have occurred upon the issuance of a permanent certificate(s) of occupancy for the improvements. Final completion shall occur as per the schedule in Section 7E of this Lease. Notwithstanding the foregoing, if the commencement of the ADA Compliance Improvements is prevented or delayed because of force majeure, then the date for the completion of construction shall be extended for an equivalent period.

SECTION EIGHT

WASTE AND NUISANCE PROHIBITED

Throughout the Term of this Lease, Lessee shall comply, at its sole cost and expense, with all applicable federal, state and local laws, ordinances, orders, rules, regulations, and requirements affecting the Premises. Lessee shall not commit, or suffer to be committed, any waste on the Premises, or any nuisance.

SECTION NINE

ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the Term of this Lease. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the Town shall have the right, as the Town's sole and exclusive remedy at law or in equity, to terminate the Lease and recover exclusive possession of the Premises by thirty (30) days' written notice to Lessee, and any property belonging to and left on the Premises after said thirty (30) days shall be deemed to be abandoned.

Except during initial construction of the improvements and thereafter during reasonable periods of repair, remodeling and/or restoration, Lessee covenants and agrees to continuously and uninterruptedly use the Premises for the Permitted Uses. In the event less than fifty percent (50%) of the leasable floor area of the Recreation Building is leased and occupied for a period of one hundred eighty (180) consecutive days or for more than one hundred eighty (180) days in any calendar year for any reason, the Town shall have the right to terminate the Lease and recover exclusive possession of the Premises by written notice to Lessee as the Town's sole and exclusive remedy at law or in equity. In the event the Town exercises its right to terminate the Lease under this Section Eight, the Lease shall terminate as of the date that is sixty (60) days after the date of the Town's notice to Lessee thereof, and Lessee's liability with respect to the Lease shall terminate as of such date, unless within such sixty (60) day period, at least fifty percent (50%) of the leasable floor area of the Recreation Building is leased and occupied in accordance with this Lease (in which event such termination notice shall have no effect).

SECTION TEN

TOWN'S RIGHT OF ENTRY

Lessee shall permit Town and the agents and employees of Town to enter into and on the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the Premises.

SECTION ELEVEN

ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

A. Mortgage of Leasehold Interest. The Town acknowledges that Lessee may seek construction and permanent financing to enable Lessee to develop and undertake the improvement of the Premises. Lessee agrees that, at no time during the term of this Lease, shall the Premises, or Lessee's leasehold interest therein, be mortgaged to finance the development of any other project(s) undertaken by Lessee, or any entity associated with Lessee. The Town further acknowledges that a permanent lender or lenders and a construction lender or lenders will look to this Lease as security

for any funds it may lend to Lessee and, accordingly, may require Lessee to mortgage its leasehold estate in the Premises. Consequently, Lessee may mortgage or otherwise encumber the leasehold estate created by this Lease under one or more leasehold mortgages and assign this Lease as security for such mortgage or mortgages, in accordance with the provisions of this section, subject to prior approval of the Board of Selectmen, which approval shall not be unreasonably withheld, conditioned or delayed. It shall not be unreasonable for the Board of Selectmen to withhold approval in the event the Board of Selectmen determines that Lessee is seeking to borrow monies in excess of the amount required to complete the improvements and/or Lessee cannot pay its indebtedness as it comes due, as shown by financial records provided to the Town showing its capital, revenue and expenditures. Any and all such mortgage(s) shall mature no later than the last day of the Term of this Lease, and shall be a leasehold mortgage only. It is expressly understood and agreed that Lessee has no right to mortgage or otherwise encumber the fee title to the Premises. The Town shall execute and deliver all documents reasonably and customarily required by such mortgagee or mortgagee's attorney or by the title company insuring the mortgage or by any combination of them, including appropriate estoppel certificates. The mortgage may contain language to the effect that the Town execute the mortgage solely for the purpose of acknowledging encumbering of the leasehold estate and, if so, shall contain language stating that the Town does not assume any personal liability whatsoever for the payment of any note secured by the mortgage or for the performance of any other provisions of said note or mortgage.

B. Notice of Assignment. In the event Lessee receives notice of an assignment of any mortgage or in the event of a change of address of a mortgagee or of an assignee of the mortgage, notice of any new name and address shall be given to Town within ten (10) business days of Lessee's receipt of such notice. Lessee shall also provide Town with copies of each amendment or other modification or supplement to the mortgage or related instruments.

C. Default. In the event Lessee is in default under its agreement with a mortgagee, Town and Lessee expressly agree that the mortgagee shall be entitled to enter upon the Premises, to perform such curative acts as may be necessary, and to operate and manage the Premises, either in its own name or right or on behalf of Lessee, subject to the terms of this Lease. Prior notice of such entry shall be provided to Town, and Lessee shall include such condition in any mortgage in relation to the Premises. Nothing herein contained shall require any mortgagee or its designee, as a condition to its exercise of rights hereunder, to cure any default of Lessee that may not reasonably be cured by such mortgagee or designee in order to comply with the provisions of this section. Each mortgagee shall enjoy the rights granted under this section until such time as its loan to Lessee is repaid and the mortgage or mortgages securing such payment is released. Each mortgagee shall be entitled, but not required, to exercise such rights within its sole discretion.

D. Refinancing. Lessee, at any time and from time to time, may refinance its investment in the Premises and any improvements and may assign its interest under

this Lease as security for any such refinancing, subject to the same restrictions and Town approval as set out above in this section. Each refinancing lender shall be entitled to become a mortgagee and to exercise all of the rights and privileges granted to a mortgagee under the terms of this Lease.

E. Documents to Town. Notwithstanding anything to the contrary contained herein, Lessee shall use its best efforts to deliver to the Town any document Town is required or requested to execute hereunder not less than thirty (30) days from the date such document is required or requested to be executed by Town.

SECTION TWELVE

SUBLETTING AND ASSIGNMENT

Except for short-term (not more than one year) rental or occupancy agreements for art and educational classes, not directly sponsored by Lessee, as set forth in Section One of this Lease, of the Buildings, , Lessee may not sublet the Premises, including the Buildings, or assign the Lease in whole or in part without Board of Selectmen's consent, which consent may not be unreasonably denied, conditioned or delayed, and the making of any sublease or assignment shall not release from, or otherwise affect in any manner, any of Lessee's obligations under this Lease. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under this Lease in the Premises or any Buildings or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Town, terminate this Lease.

SECTION THIRTEEN

NOTICES

A. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when delivered either by hand, or when sent by telecopier with written confirmation of receipt or mailed by registered or certified mail, return receipt requested, postage and registration or certification prepaid, Federal Express or similar expedited commercial carrier, addressed as follows:

To Town: Town of Harwich
 732 Main Street
 Harwich, MA 02645
 Attention: Town Administrator

Together with a copy sent to:

Attorney Jeanne S. McKnight

Kopelman & Paige, P.C.
101 Arch Street
Boston, MA 02110

To Lessee: Harwich Junior Theatre, Inc.
P.O. Box 168
West Harwich, MA 02671
Attention: Robert Doane

Together with a copy sent to:

Attorney Sarah A. Turano-Flores
Nutter, McClennen & Fish LLP
1471 Iyannough Road; P.O. Box 1630
Hyannis, MA 02601

B. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION FOURTEEN

TAXES AND ASSESSMENTS

Lessee shall be responsible for any and all tax liabilities, assessments, levies or other governmental charges that may accrue with respect to the Premises. Lessee shall be responsible to file such applications with the appropriate authorities, on an annual basis, for an abatement, exemption or reduction in the tax liabilities due with respect to the Premises. Town makes no representations or warranties that such applications will be granted.

SECTION FIFTEEN

ALTERATIONS AND RENOVATIONS

Alterations, Improvements and Changes Permitted. Lessee shall have the right to make such alterations, improvements, and changes to any building that may from time to time be on the Premises as Lessee may deem necessary, and in accordance with Section Seven of this Lease, provided that prior to making any structural alterations, improvements or changes, or to replacing any building, Lessee shall obtain the Board of Selectmen's approval of plans and specifications therefore, which approval Town shall not unreasonably withhold, condition or delay. In the event of disapproval, the Board of

Selectmen shall give to Lessee an itemized statement of reasons for the disapproval. If the Board of Selectmen does not disapprove the plans and specifications provided for in this section within forty-five (45) days after they have been submitted to Town, the plans and specifications shall be deemed to have been approved by the Board of Selectmen.

SECTION SIXTEEN

PARKING; SEPTIC SYSTEM

A. It is the intention of the Town to issue a Request For Proposals to lease for ninety-nine (99) years, the property adjacent to the Premises to be used to construct affordable housing to a developer (the "Housing Developer"). The Town intends to provide in any such lease that the Housing Developer will be responsible for (i) the construction and maintenance of a septic system to service the Buildings as well as the proposed housing (the "Affordable Housing"); and (ii) the construction and maintenance of a total of twenty-five (25) parking spaces (22 regular and 3 handicap spaces) exclusively for the use of the Recreation Building, such parking spaces to be located behind (i.e., Southerly of) the Recreation Building, thereby maintaining the historic landscape as viewed from Sisson Road. The Town shall require the Housing Developer to consult with the Lessee's Executive Director during design and construction of the Affordable Housing relative to the size, location and other matters pertaining to the septic system and parking, provided the final determination relative to the size, location and other characteristics of the septic shall ultimately be made by the Town and the Housing Developer. In the event that the septic system or the parking is not constructed by the Housing Developer by four (4) years from the Commencement Date, then the Town will fulfill these obligations, provided, however, that in no event shall the work of the septic system be completed later than five (5) years from the Commencement Date. Notwithstanding the foregoing, and in addition thereto, should any Permitted Use of the Premises, or Work on the Premises trigger an upgrade required under Title 5 of the Massachusetts Environmental Code, 310 CMR 15.000 et seq., the Town shall construct said upgrade and pay all costs and expenses associated therewith. Once the septic system and parking spaces are located, responsibility for maintenance and repair shall be the responsibility of the Town.

B. In addition to the twenty-five (25) parking spaces supplied on the Premises, the Lessee, in conjunction with its programs, will be entitled to freely use parking located at Brooks Academy; public parking in marked spaces on Main Street; parallel parking on Parallel Street within the one way section and parking at the Town Offices.

SECTION SEVENTEEN

LIENS

Lessee shall keep all and every part of the Premises and all buildings and other improvements at any time located on the Premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Town from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the Premises.

SECTION EIGHTEEN

LESSEE INDEMNIFICATION AND HOLD HARMLESS OF TOWN

Lessee shall hold Town harmless for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Town or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, sublessee, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth. Lessee shall indemnify Town against any and all claims, liability, loss, or damage whatever (including without limitation attorneys' and experts' fees) on account of any such loss, injury, death, or damage. Lessee waives all claims against Town for damages to the buildings and improvements that are now on or hereafter placed or built on the Premises and to the property of Lessee in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence of any contractor engaged by the Town to perform the services, maintenance, repair or construction upon the Premises required to be performed by the Town under this Lease, or the gross negligence or willful misconduct of Town, its agents, or employees.

Town further acknowledges that the Town shall bring no claim against the Lessee for Hazardous Materials, as that term is defined in Section Thirty, on, in, under or emitting from the Premises or for any other condition or defect on the Premises, except to the extent such Hazardous Materials, condition or defect was caused by the Lessee, its agents, employees, contractors or invitees, or arose from a violation by the Lessee of the terms of this Lease.

The provisions of this section shall survive termination of the Lease.

SECTION NINETEEN

ATTORNEY FEES

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, each party shall be responsible for its own costs and reasonable attorney fees.

SECTION TWENTY

REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by Lessee under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions on its part to be kept and performed hereunder. At the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly quit and surrender to Town the Premises, including such improvements Lessee elects not to retain and remove from the Premises, as provided, below, without delay and in good order and condition subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken in this Lease, this Lease may be terminated as provided elsewhere in this instrument. The Premises shall be surrendered free and clear of all liens and encumbrances other than those existing at the commencement of the Lease, and shall be surrendered without any obligation of Town for payment on account of improvements remaining at the Premises.

Upon or at any time after the expiration or earlier termination of this Lease, the Town shall have, hold and enjoy the Premises and the right to receive all income from the same. Lessee may remove all improvements from the Premises, with the exception of the Buildings, within thirty (30) days after the termination of this Lease, provided, however, Lessee shall repair at Lessee's sole cost any damage to the Premises caused by such removal.

SECTION TWENTY-ONE

REMEDIES CUMULATIVE

All remedies conferred on Town in this Lease shall be deemed cumulative and no one shall be exclusive of the other, or of any other remedy conferred by law.

SECTION TWENTY-TWO

INSURANCE

A. Insurance Coverage of Premises. Lessee shall, at all times during the Term of this Lease and at Lessee's sole expense, keep all improvements that are now or

hereafter a part of the Premises insured against loss or damage by fire and the extended coverage hazards for 100% of the full replacement value of the improvements, with loss payable to Town and Lessee as their interests may appear. Town shall continue to include the Premises in its coverage for all town-owned properties and shall name the Lessee as an additional insured therein in proportion to Lessee's interest in the Premises.

B. Personal Injury Liability Insurance. Lessee shall maintain in effect throughout the Term of this Lease personal injury liability insurance covering the Premises and its appurtenances and the sidewalks fronting on them in the amount of \$1,000,000 for injury to or death of any one person, and \$2,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000 and insurance on all boilers and other pressure vessels, fired or unfired and replacement cost of the Buildings, in the sum of \$1,000,000 for any one occurrence or \$2,000,000 in general aggregate . Such insurance shall specifically insure Lessee against all liability assumed by it under this Lease, as well as liability imposed by law, and shall insure both Town and Lessee but shall be so endorsed as to create the same liability on the part of the insured as though separate policies had been written for Town and Lessee.

C. Town's Right to Pay Premiums. All of the policies of insurance referred to in this section shall be written in a form reasonably satisfactory to Town and by insurance companies reasonably satisfactory to Town. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Town. In the event of the failure of Lessee, either to effect insurance in the names called for in this Lease or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to Town, Town shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to Town. Failure to repay the same shall carry with it the same consequence as failure to pay rent. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Town, that it will give to Town thirty (30) days' written notice before the policy or policies in question shall be altered or canceled. Town agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Lessee.

D. Definition of Full Replacement Value. The term "full replacement value" of improvements as used in this Lease shall mean the actual replacement cost of the improvements from time to time less exclusions provided in the normal fire insurance policy. In the event either party believes that the full replacement value (that is to say, the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as provided below, only at intervals of not less than five (5) years, to have such full replacement value re-determined by the insurance company which is then carrying the largest amount of insurance carried on the Premises (referred to as "Impartial Appraiser"). The party desiring to have the full replacement value so re-determined by the Impartial Appraiser shall promptly on submission of the determination to the Impartial Appraiser give written notice of the submission to the other party to this Lease. The determination of the Impartial Appraiser shall be final and binding on the parties to

this Lease, and Lessee shall promptly increase (or may decrease) the amount of the insurance carried pursuant to this section as the case may be to the amount so determined by the Impartial Appraiser. The determination shall be binding for a period of five (5) years, and thereafter until superseded by agreement between the parties to this Lease or by a subsequent redetermination by an Impartial Appraiser. Lessee shall pay the fee, if any, of the Impartial Appraiser unless Town requests appraisal at an interval less than the five (5) year interval provided for herein, or in circumstances not provided for in this section. If during any such five (5) year period, Lessee shall have made improvements to the Premises, Town may have such full replacement value re-determined at any time after the improvements are made, regardless of when the full replacement value was last determined. The party desiring to have the re-determination shall be responsible for all costs and expenses associated with this re-determination.

E. Adjustment of Coverage. In the event that either party shall at any time deem the limits of the personal injury or property damage public liability insurance then carried to be either excessive or insufficient, the parties shall agree on the proper and reasonable limits for insurance then to be carried. Insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this section.

F. Blanket Insurance Policies. Notwithstanding anything to the contrary contained in this section, Lessee's obligations to carry the insurance provided for in this section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee. However, the coverage afforded Town shall not be reduced or diminished or otherwise be different from that which would have existed under a separate policy meeting all other requirements of this Lease by reason of the use of the blanket policy of insurance.

G. Insurance Deemed Additional Rent. The cost of insurance required to be carried by Lessee in this section shall be deemed to be additional rent under this Lease.

H. Builder's Risk. During the period of any construction or structural alteration of the Premises or the construction of the initial improvements, Lessee shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

I. Insurance Carried by Contractors. During the period of any construction or structural alteration of the Premises or the construction of the initial improvements, Lessee and the Town shall also require the construction manager and/or general contractor for the work to maintain (i) for the benefit of Lessee and the Town, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for personal injury, death and property damage occurring upon, in or about the Premises and on, in and about the adjoining sidewalks and passageways during the construction of the work for at least \$1,000,000 combined single limit, and \$3,000,000 aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not

less than \$1,000,000; and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than \$1,000,000 combined single limit.

J. Certificate of Insurance. Upon execution of this Lease and prior to taking possession of the Premises, the Lessee shall provide the Town with evidence of the required insurance by way of an insurance binder or a certificate of insurance.

SECTION TWENTY-THREE

PROHIBITION OF INVOLUNTARY ASSIGNMENT; EFFECT OF BANKRUPTCY OR INSOLVENCY

A. Prohibition of Involuntary Assignment. Neither this Lease nor the leasehold estate of Lessee nor any interest of Lessee under this Lease in the Premises or in the buildings or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatever (except through statutory merger or consolidation); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

B. Effect of Bankruptcy. Without limiting the generality of the provisions of the preceding Paragraph A of this section, Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment to the Act be commenced by or against Lessee, and, if against Lessee, the proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the Premises or the business conducted on the Premises by Lessee, and such receiver is not discharged within a period of ninety (90) days after his or her appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Paragraph A of this section shall be deemed to constitute a breach of this Lease by Lessee and shall, at the election of Town, but not otherwise, without notice or entry or other action of Town, terminate this Lease and also all rights of Lessee under this Lease and in and to the Premises and also all rights of any and all persons claiming under Lessee.

SECTION TWENTY-FOUR

NOTICE OF DEFAULT

A. Default in Rent. Lessee shall not be deemed to be in default under this Lease in the payment of rent or the payment of any other moneys as required or in the furnishing of any bond or insurance policy when required in this Lease unless Town shall first give to Lessee written notice of the default and Lessee fails to cure the default within thirty (30) days after receipt of such notice.

B. Default in Performance of Other Covenants. Except as to the provisions or events referred to in the preceding paragraph of this section, Lessee shall not be deemed to be in default under this Lease unless Town shall first give to Lessee written notice of the default, and Lessee fails to cure the default within the thirty (30) day period after receipt of such notice, or, if the default is of such a nature that it cannot be cured within sixty (60) days, Lessee fails to commence to cure the default within the period of sixty (60) days or fails thereafter to proceed to the curing of the default with all possible diligence.

SECTION TWENTY-FIVE

DEFAULT

In the event of Lessee's default under this Lease the Town, in addition to the other rights or remedies it may have, shall have the immediate right to terminate the Lease and re-enter and remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Lessee. Should Town elect to terminate this Lease and re-let the Premises, the Town may re-let the Premises or any part of the Premises for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such commercially reasonable rental or rentals and on such other commercially reasonable terms and conditions as Town may deem reasonably advisable with the right to make alterations and repairs to the Premises reasonably necessary for the prospective tenant.

On such re-letting, Lessee shall be immediately liable to pay to Town, in addition to any and Rent due under this Lease for prior occupancy, the reasonable expenses of re-letting and of making such necessary alterations and repairs incurred by Town. .

SECTION TWENTY-SIX

TOWN'S RIGHT TO PERFORM

In the event that Lessee by failing or neglecting to do or perform any act or thing provided in this Lease by it to be done or performed, shall be in default under this Lease and such failure shall continue for the period set forth in Section Twenty-Four after written notice from Town specifying the nature of the act or thing to be done or performed, and the Lessee has not commenced to perform such act or thing, then Town may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Premises for such purposes, if Town shall so elect), and Town shall not be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to Lessee on account of that election, except for damages caused by the negligence or willful misconduct on the part of the Town or its agents, contractors or employees. Lessee shall repay to Town within sixty (60) days of a demand therefore, the entire expense incurred on account of the election, including reasonable compensation to the agents and employees of Town, which amount shall be deemed additional rent under

this Lease. Any act or thing done by Town pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy of Town, under this Lease.

SECTION TWENTY-SEVEN

FIRE, CASUALTY and EMINENT DOMAIN

A. "Substantial Damage." The term "substantial damage" as used herein shall refer to damage which is of such a character that, in the Town's reasonable opinion, the same cannot, in ordinary course, be expected to be repaired within one hundred and twenty (120) regular (i.e., without overtime) working days from the time that such work would commence. Any damage which is not "substantial damage" is "partial damage."

B. Partial Damage or Taking. If during the Term of this Lease there shall be partial damage to the Premises by fire or other casualty, or if a portion of the Premises shall be taken by right of eminent domain, and if such damage or taking shall materially and adversely interfere with the Lessee's use of the Premises as contemplated by this Lease, the Town shall proceed to repair such damage or taking within one hundred and twenty (120) days from the occurrence of such damage, provided that Lessee is not then in default of any of its obligations under this Lease.

C. Substantial Damage or Taking. If during the Term of the Lease there shall be substantial damage to the Premises by fire or other unavoidable casualty, or if a substantial part of the Premises shall be taken by right of eminent domain, and if such damage or taking shall materially and adversely interfere with the Lessee's use of the Premises as contemplated by this Lease, Town shall promptly repair such damage, unless the Town or the Lessee, within thirty (30) days after the occurrence of such damage, shall give notice to the other of its election to terminate this Lease. If the Town or Lessee shall give such notice, then this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

If there is substantial damage to the Premises caused by fire or other casualty or if the Premises is taken in whole or in part by a public authority and this Lease is not terminated by Town as provided above, Town shall proceed with reasonable diligence to repair and restore the Premises, or what remains thereof in the case of a partial taking, to their condition prior to such damage, destruction, or taking. If the restoration of the Premises is not substantially completed within one hundred eighty (180) days, Lessee may elect to terminate this Lease on thirty (30) days written notice to the Town, effective on the thirtieth (30th) day after such notice if substantial completion of restoration does not occur within such thirty (30) day period. In the event that the Town by failing or neglecting to do or perform any repairs of damage or taking as provided in this Section Twenty-Seven, then Lessee may, but shall not be required to, do or perform or cause to be done or performed such repairs, and Lessee shall not be held liable or in any way

responsible for any loss, inconvenience, annoyance, or damage resulting to Town on account of that election. The Lessee shall deduct from the Base Rent and/or the Additional Rent due under this Lease the entire expense incurred on account of the election, including reasonable compensation to the agents and employees of Lessee. Any act or thing done by Lessee pursuant to the provisions of this section shall not be or be construed as a waiver of any such default by the Town, or as a waiver of any covenant, term, or condition contained in this Lease, or of any other right or remedy of Lessee, under this Lease or otherwise.

If during the Term of this Lease the Premises shall be substantially damaged by fire or other unavoidable casualty and if such damage shall materially and adversely interfere with the Lessee's use of the Premises contemplated by this Lease, the Base Rent shall abate proportionately for the period in which, by reason of such damage, there is such interference with Tenant's use of the Premises.

All proceeds payable any insurance policies with respect to the Premises shall belong to and shall be payable to Town, except those proceeds related solely to the Lessee's fixtures and equipment.

D. Rights of Recovery. In the event of a taking by eminent domain, the Town shall have, and hereby reserves and excepts, and the Lessee hereby grants and assigns to the Town, all rights to recover for damages to the Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, except those damages related solely to the Lessee's fixtures and equipment. Lessee covenants to deliver such further assignments and assurances thereof as the Town may from time to time request, hereby irrevocably designating and appointing the Town as its attorney-in-fact to execute and deliver in the Lessee's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent the Lessee from prosecuting in any condemnation proceedings a claim for the value of any of the Lessee's usual trade fixtures installed in the Premises by the Lessee at the Lessee's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by the Town from the taking authority.

E. Obligation to Repair. In no event shall the Town have any obligation to make any repairs under this section if prevented from doing so by reason of any cause beyond the Town's control, including without limitation, the requirements of any applicable laws, rules or regulations. In addition, intending hereby expressly so to limit the Town's obligation to repair damage to the Premises under this section, the Lessee agrees that the Town's obligation to repair shall be limited to that work for which the proceeds of insurance actually received by the Town are sufficient to pay in full less any applicable deductible, and extend only to repair and restoration of the Buildings located upon the Premises, expressly exclusive of any and all personal property, trade fixtures, equipment, floor and wall covering, and decorative treatment of the Lessee, except to the extent such insurance proceeds related solely to Lessee's personal property, trade fixtures, equipment, floor and wall coverings and decorative treatments.

SECTION TWENTY-EIGHT

SURRENDER OF LEASE

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Town, terminate all or any existing subleases or subtenancies, or may, at the option of Town, operate as an assignment to it of any or all such subleases or subtenancies.

SECTION TWENTY-NINE

NOTICE OF LEASE

Town and Lessee mutually agree to execute herewith a Notice of Lease in recordable form with respect to this Lease, which shall be recorded forthwith by the Lessee with the Barnstable Registry of Deeds, and agree to execute, upon termination of this Lease for whatever cause, a Notice of Termination of Lease in recordable form for recording with said Registry of Deeds.

SECTION THIRTY

ENVIRONMENTAL LAWS

A. "Environmental Laws" means, collectively, any federal, state, or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. ("RCRA"); the Clean Water Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq. ("SARA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. Appx. §§ 1801 et seq.; the Massachusetts Hazardous Waste Management Act, Mass.Gen.L. c. 21C §§ 1 et seq.; the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Mass.Gen.L. c. 21E §§ 1 et seq.; the Massachusetts Toxic Use Reduction Act, Mass.Gen.L. c. 21I §§ 1 et seq.; the Underground Storage Tank Petroleum Product Cleanup Fund, Mass.Gen.L. c. 21J §§ 1 et seq.; or any other applicable federal or state statute or town or county ordinance regulating the generation, storage, containment or disposal of any oil and hazardous wastes, substances and materials (as defined in the Environmental Laws and collectively referred to herein as "Hazardous Materials") or providing for the protection, preservation or enhancement of the natural environment, any rules or regulations promulgated

pursuant to any of the foregoing statutes or ordinances, including but not limited to laws relating to groundwater and surface water pollution, air pollution, transportation, storage and disposal of oil and hazardous wastes, substances and materials, stormwater drainage, and underground and above ground storage tanks; and any amendments, modifications or supplements of any such statutes, ordinances, rules and regulations.

B. Lessee hereby represents, warrants and covenants as follows:

1. Except as may be permitted by and only in accordance with Environmental Laws, Lessee shall not allow any Hazardous Materials to exist or be stored, located, discharged, possessed, managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises.

2. No activity shall be undertaken on the Premises by Lessee which would cause a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands, or the discharge into the atmosphere of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

3. To the extent the release of any Hazardous Materials at or from the Premises is caused by Lessee, Lessee shall, with all due diligence, at its own cost and expense and in accordance with Environmental Laws (and in all events in a manner reasonably satisfactory to the Town), take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of said releases including all removal, containment and remedial actions. In such event, Lessee shall pay or cause to be paid at no expense to the Town all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises for releases of Hazardous Materials caused by Lessee.

4. Lessee shall provide the Town, in a timely manner, with copies of all notices, documents, records or other information in any way related to the Lessee's obligations under this section or received or created by the Lessee in relation to its obligations under this section.

C. Lessee or the Town shall immediately notify the other party in writing should Lessee or Town become aware of any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject the Town, Lessee or the Premises to a claim under any Environmental Laws.

SECTION THIRTY-ONE

WAIVER

The waiver by Town of, or the failure of Town to take action with respect to, any

breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease. The subsequent acceptance of rent under this Lease by Town shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Town's knowledge of a preceding breach at the time of acceptance of rent.

SECTION THIRTY-TWO

The Town agrees to execute the Notice of Lease attached hereto as Exhibit D (the "Notice of Lease", which shall be simultaneously executed herewith and recorded by Lessee at the Barnstable County Registry of Deeds.

SECTION THIRTY-THREE

PARTIES BOUND

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the Lease.

SECTION THIRTY-FOUR

TIME OF THE ESSENCE

Time is of the essence in this Lease, and in each and every covenant, term, condition, and provision of this Lease.

SECTION THIRTY-FIVE

SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

SECTION THIRTY-SIX

GOVERNING LAW

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of Massachusetts

SECTION THIRTY-SEVEN

ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this agreement.

SECTION THIRTY-EIGHT

MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION THIRTY-NINE

LANDLORD CONSENT

In each instance where the consent of the Landlord or the Board of Selectmen is required, if the Landlord or the Board of Selectmen, as the case may be, has not given the Lessee written notice of its consent or refusal within forty-five (45) days of the Buyer's written request for such consent, then it shall be deemed to have consented to the Lessee's request.

SECTION FORTY

ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease.

In witness, each party to this agreement has caused it to be executed as a sealed instrument on the date indicated below.

LESSOR
TOWN OF HARWICH
By Its Board of Selectmen

Ed McKenney

Myr. S. J. Mott

Lawrence P. Cole

Larry Ballantyne

Ruth Wilkins

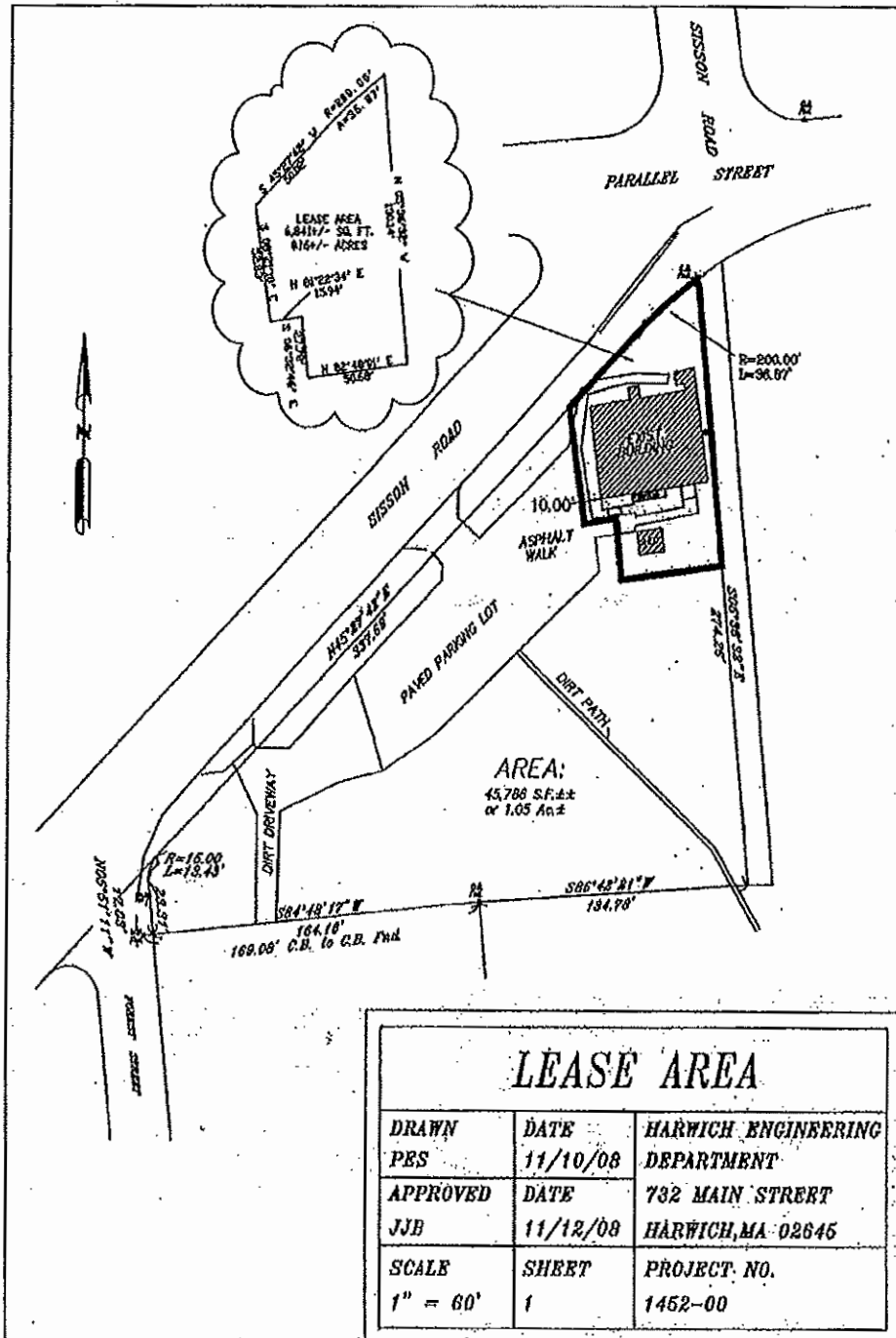
LESSEE
Harwich Junior Theatre, Inc.

By: Rebecca A. Alden

Name: Rebecca A. Alden

Title: President

EXHIBIT A
PLAN OF LAND



LEASE AREA		
DRAWN PES	DATE 11/10/08	HARWICH ENGINEERING DEPARTMENT
APPROVED JJB	DATE 11/12/08	732 MAIN STREET HARWICH, MA 02646
SCALE 1" = 60'	SHEET 1	PROJECT NO. 1452-00

EXHIBIT B

TOWN'S RENOVATIONS PRIOR TO COMMENCEMENT DATE

1. The sills to be replaced with proper connections to the foundation in the areas showing extensive deterioration.
2. Screw jacks or short lally columns to be placed between all supports of the main first floor beam in the addition area. In doing this, new footings will be required to be placed.
3. The main support beam in the original section of the building to be reinforced or replaced due to being under capacity and having extensive deterioration.
4. Approximately 35 ft. in length of the existing deteriorated brick foundation walls to be reinforced by adding a steel reinforced concrete scab wall with offset footing to the interior of the walls.
5. Sister floor joists in the first floor to repair the deteriorated ends near sill areas. Provide connectors and blocking as needed.
6. Entrance way landing on the east side of the building needs to have concrete repair work done for safety issues.
7. The back elevated staircase to have structural repairs to comply with 780 CMR 1028.0 requirements.
8. All pest and insect infestations shall be treated.
9. [Note: Lessee will inspect prior to signing lease.] .

Note: The first and second floor use shall be limited to small groups of 100 persons or less per floor, with no more than 30 persons per room at any given time until the permanent repairs listed in Exhibit B are implemented.

EXHIBIT C

Maintenance and Repair Responsibilities Recreation Building

<u>Responsibility Center</u>	<u>Responsible Party</u>
Building Structure	
Exterior	
Masonry and carpentry repairs to facades or building skin	Landlord
Caulking of walls, panels and framework	Landlord
Painting, maintenance and repair of doors, door framework, and windows	Landlord
Painting and preserving exterior surfaces	Landlord
Roof maintenance including underlying structure	Landlord
Maintenance of gutters and water run-off systems	Landlord
Cleaning and repairs to glass	Tenant
Maintenance of foundations, support systems, and sills	Landlord
Installation, repair, and maintenance of insulation	Landlord
Maintenance, repairs and cleaning of signs	Tenant
Fire egress stairways, landings, and railings	Landlord
Security access hardware	Tenant
ADA access, ramps, and signage	Tenant
Interior	
Walls, maintenance and repairs such as painting, plastering, wallpapering and cove base	Tenant
Maintenance and repairs of metal and wooden doors and associated hardware such as hinges, door knob assemblies, locks and latch assemblies	Tenant
Maintenance and repair of any glass panels or door glass	Tenant
Maintenance and repairs to floors	Tenant
Installation and maintenance of ADA lift to second floor	Tenant
Maintenance of any ADA compliance furnishings and fixtures	Tenant
Reinforcement of floors to meet building uses	Landlord
Heat/Air conditioning	
Repair and replacement of heating plant, pipes, valves, and radiators	Landlord
Modifications to heating systems due to tenant's configuration of interior	Tenant
Cleaning and adjustment of heating system	Tenant
Thermostatic control maintenance and calibrations	Tenant
Installation, repairs, and maintenance to Air Conditioning systems	Tenant

Water and Sewer	
Domestic water supply lines up to and including the water meter	Landlord
Water supply lines within the building	Tenant
Water heater maintenance, repair, and replacement	Tenant
All sewer drainage pipes	Landlord
Sewer systems including pumps and extractors to expel sewerage to exterior	Landlord
External subsurface sewerage disposal system	Landlord
Plumbing	
All water closets, lavatories, urinal and associated piping and hardware (except sewerage as noted above)	Tenant
Towel dispensers and trash containers	Tenant
Partitions and hardware such as hinges, door latch assembly and coat hooks	Tenant
Water fountain piping and refrigeration compressors and controls	Tenant
Floor and storm drains	Landlord
Kitchen facilities including sinks, dishwashers and associated piping	Tenant
Electrical	
Existing power feed to building and circuit breaker/fuse panel	Landlord
Repairs to existing wiring	Landlord
Repairs to wall switches and outlets	Tenant
Additional wiring, outlets, and lighting fixtures	Tenant
Lighting fixture repair and maintenance	Tenant
Replacement of burnt bulbs	Tenant
Replacement of burnt ballasts and starters	Tenant
Exterior lighting including fixtures and timers	Tenant
Maintenance of exterior outlets	Tenant
Fire Protection	
Repair and maintenance of existing fire alarms, smoke detectors and CO detectors	Tenant
Replacement or installation of new fire alarm systems if required by a change in building or fire codes	Landlord
Fire Extinguishers	Tenant
Exit signs and emergency lighting	Tenant
Sprinkler system installation if required by building or fire codes	Landlord
Sprinkler system maintenance	Tenant
Environmental Health and Safety	
Abatement of any hazardous materials or conditions in existing building	Landlord
Exterior Grounds	
Landscaping installation and maintenance	Tenant

Snow and ice removal on stairways and walkways within leased area	Tenant
Maintenance and repair of walkways within leased area	Tenant
Parking area repair and maintenance including cleaning, striping, snow and ice removal	Landlord
Cleaning	
Cleaning of walls, ceilings, floors, windows, fixtures, furniture, bathrooms, kitchen facilities and stairways	Tenant
Trash removal and trash enclosures	Tenant
Miscellaneous	
Kitchen appliances and associated electrical, plumbing, and gas	Tenant
Tenant installed improvements	Tenant
Pest Control (limited to keeping building exterior secure to prevent entry of birds and mammals)	Landlord
Pest Control (other, including insect infestation)	Tenant

EXHIBIT D
NOTICE OF LEASE

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, Section 4, notice is hereby given of a lease affecting the premises known as and numbered _____, Barnstable County, Massachusetts, more particularly described in Exhibit A attached hereto (the "Premises"), as follows:

Landlord: Town of Harwich, a municipal corporation in the Commonwealth of Massachusetts, having an address of 732 Main Street, Harwich, Massachusetts 02645.

Tenant: Harwich Junior Theater, a tax exempt 501(c)(3), organized and existing under the laws of the Commonwealth of Massachusetts, having an address of 105 Division Street, West Harwich, Massachusetts.

Date of Lease: July 13, 2009

Term: Twenty-five (25) years, commencing September 1, 2009

Extension Option: One successive option to extend the Term for an additional period not to exceed twenty-five (25) years.

Witness the execution hereof under seal this 13th day of July, 2009.

LANDLORD:
TOWN OF HARWICH,

By: Its Board of Selectmen

TENANT:
HARWICH JUNIOR THEATRE, INC.

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, Selectmen of the Town of Harwich, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Selectmen of the Town of Harwich.

Notary Public:
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss. On this _____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, _____ of Harwich Junior Theatre, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of Harwich Junior Theatre, Inc.

Notary Public
My Commission expires:



Town of Harwich

CONSERVATION DEPARTMENT
AND
PLANNING DEPARTMENT

TO: Board of Selectmen
FROM: Amy Usowski, Conservation Administrator
Aly Sabatino, Town Planner *A.S.*
RE: Open Space and Recreation Plan Summary
DATE: April 19, 2017

History and Purpose of the Open Space Recreation Plan (OSRP):

The plan was first adopted in 1998 and this is the 2nd update. This plan update was conditionally approved by the State in 2015 and we are submitting the last requirements to obtain final approval.

The purpose of the plan is to lay out a proposal for management of existing Town land/facilities and lay a framework for how to select new parcels and manage them. Approval of the Plan makes the Town eligible for grant funding.

Accomplishments since the 2010 OSRP update:

1. Priority list of new acquisitions/checklist to evaluate potential new properties,
2. Connectivity with other conservation land,
3. 9 new parcels with 57+ new acres of land,
4. 2 new Land Management Plans and 1 parcel stewardship report,
5. Muddy Creek Bridge,
6. Addition of critical habitat type,
7. Making Town-owned parcels more ADA accessible.

Goals of the 2017 OSRP update:

Goal 1: Maintain an inventory of existing Town-owned property and identify appropriate uses.

- a. Update inventory, maintain GIS system,
- b. Identify existing and potential uses for parcels.

Goal 2: Implement land management plans for existing conservation parcels.

- a. Existing and proposed (Robbins Pond and Isabel Smith Monomy River Woodlands).

Goal 3: Identify future open space acquisitions.

- a. Criteria.



Town of Harwich

CONSERVATION DEPARTMENT
AND
PLANNING DEPARTMENT

Goal 4: Enhance trail systems within open space areas.

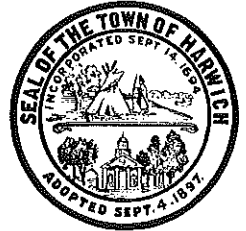
Goal 5: Protection of natural resources and community character through growth management strategies.

Goal 6: Preserve and enhance natural resources groundwater and surface water, coastal water and adjacent shoreline areas; inland and coastal wetlands and wildlife and plant habitats.

Goal 7: Management of the handling and disposal of solid hazardous water products.

Goal 8: Preserve and enhance unique natural and manmade features and resources.

Goal 9: Preserve and enhance opportunities for passive and active recreation to meet the needs for both residents and visitors.



April 25, 2017

Massachusetts Executive Office of Energy and Environmental Affairs
Melissa Cryan, Grants Manager
100 Cambridge Street, Suite 900
Boston, MA 02114

Dear Ms Cryan:

On April 24, 2017, the Board of Selectmen voted unanimously to endorse and support the May 2017 draft Open Space and Recreation plan which outlines goals and objectives that are consistent with the wishes of the community and its residents. These goals provide a good framework for the Town when looking at open space and conservation issues for the next five years. Additionally, having an approved Open Space and Recreation Plan makes the Town eligible to receive grant funding for projects.

Sincerely,

Michael MacAskill
Chair, Harwich Board of Selectmen



Town of Harwich Open Space and Recreation Plan

Revised 2017

Aly Sabatino – Town Planner 2016-present

Amy Usowski – Conservation Administrator

David Spitz – previous Town Planner



History and Purpose of the OSRP

- ❖ First adopted in 1998; 2016 revision is 2nd update
- ❖ Incorporates info and recommendations from the 2011 Local Comprehensive Plan and 2013 Comprehensive Wastewater Management Plan.
- ❖ Includes assessment of current open space and recreation needs, a statement of goals and objectives to fill the Town's needs, and an action plan to meet these goals.
- ❖ Purpose: lay out a plan for management of existing town land/facilities and lay framework for how to select new parcels/manage them.
- ❖ Approval of the OSRP makes the Town eligible for grant funding.



Photo by Amy Usowski



Photo by Janet Baker

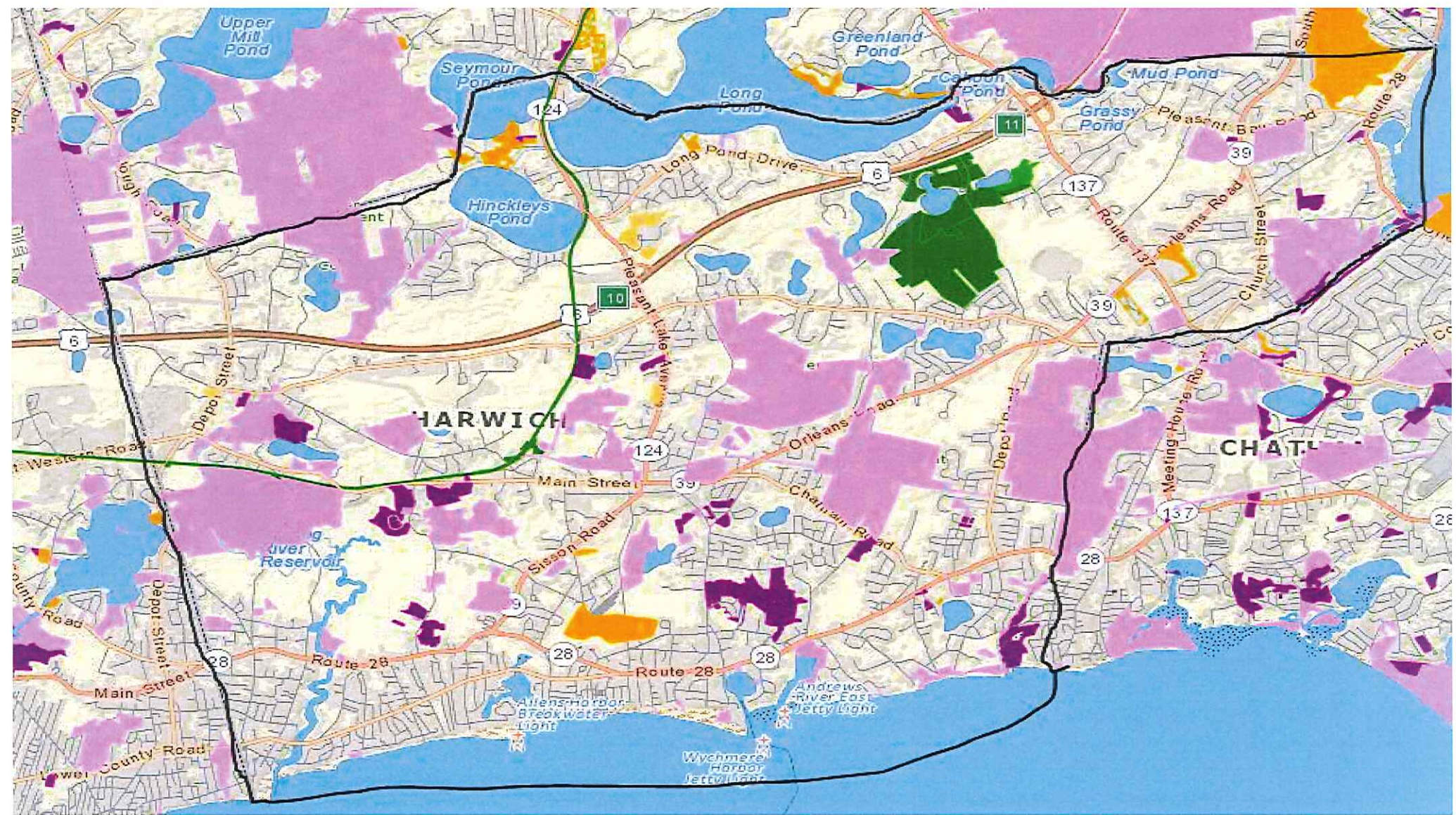
Accomplishments since 2010 OSRP

- ❖ Since last revision of the OSRP in 2010:
 - ❖ Priority list of new acquisitions/checklist to evaluate potential new properties
 - ❖ Connectivity with other conservation land
 - ❖ 9 new parcels with 57+ new acres of land
 - ❖ 2 new Land Management Plans and 10 parcel stewardship report
 - ❖ Muddy Creek Bridge
 - ❖ Addition of critical habitat type
 - ❖ Making Town-owned parcels more ADA accessible

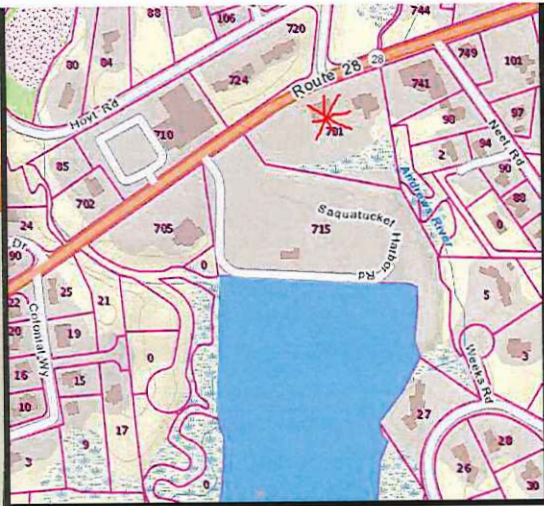
Goals and Objectives of the 2017 OSRP

- ❖ Strategic acquisition of environmentally-sensitive properties
- ❖ Optimal projection of the Town's natural resources
- ❖ Protection and enhancement of town's character
- ❖ Development of village centers

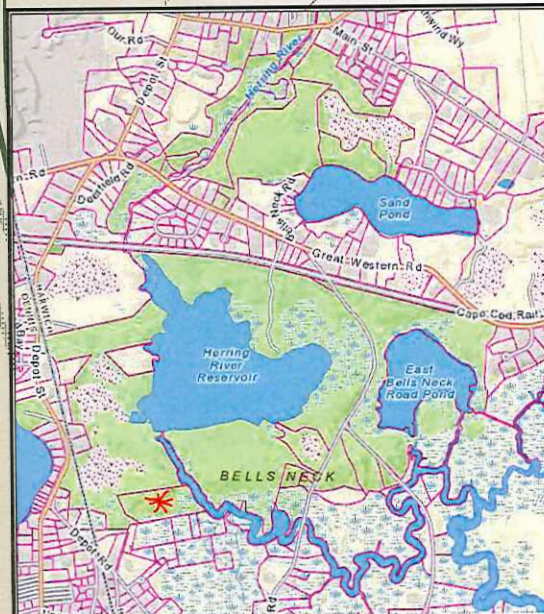




Key Acquisitions and Projects

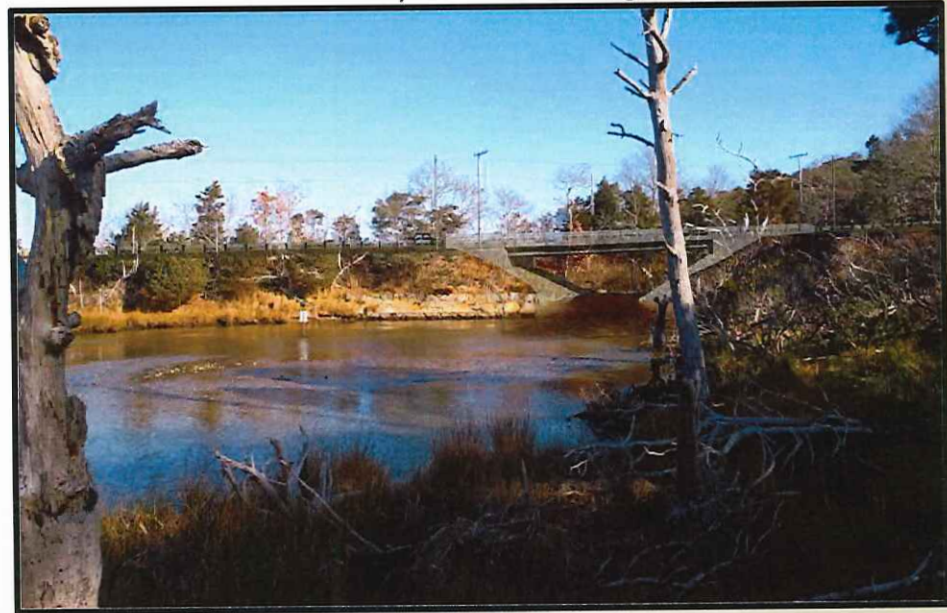


< Downey



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Muddy Creek Bridge



Conceptual view



Goals Moving Forward



- ❖ **Goal 1:** Maintain an Inventory of Existing Town-Owned Property and Identify Appropriate Uses
 - ❖ Update inventory, maintain GIS system
 - ❖ Identify existing and potential uses for parcels
- ❖ **Goal 2:** Implement Land Management Plans for Existing Conservation Parcels
 - ❖ Existing and proposed (Robbins Pond and Isabel Smith Monomoy River Woodlands)
- ❖ **Goal 3:** Identify Future Open Space Acquisitions
 - ❖ Criteria
- ❖ **Goal 4:** Enhance Trail Systems within Open Space Areas

Goals Continued....

- ❖ **Goal 5:** Protection of Natural Resources and Community Character Through Growth Management Strategies
- ❖ **Goal 6:** Preserve and Enhance the Following Natural Resources: Groundwater and Surface Water; Coastal Water and Adjacent Shoreline Areas; Inland and Coastal Wetlands; and Wildlife and Plant Habitats
- ❖ **Goal 7:** Management of the Handling and Disposal of Solid Hazardous Waste Products



AmeriCorps Cape Cod assisting with managing Thompson's Field



Goals Continued.....

- ❖ **Goal 8:** Preserve and Enhance Unique Natural and Manmade Features and Resources
- ❖ **Goal 9:** Preserve and Enhance Opportunities for Passive and Active Recreation to Meet the Needs for Both Residents and Visitors



Public Survey – June 2015

- ❖ 379 responses – most returned on-line (not a “scientific survey”)
- ❖ Increase from 1987 survey with 167 responses and 2009 survey with 239 responses
- ❖ “Should the Town continue to acquire and preserve open space and natural areas?”
 - ❖ 85% “very important”, 10% “important”, 5% “neutral” or “not important”
- ❖ “Important” types of land protection:
 - ❖ Protect groundwater, drinking water and watersheds – 99%
 - ❖ Wildlife habitat areas – 96%
 - ❖ Around ponds/lakes – 90%



III.D. Growth and Development Patterns

- ❖ Seeking a balance between open space and developed land
- ❖ From the 2000 Harwich Local Comprehensive Plan:
 - ❖ Adopt a “no net change” philosophy
 - ❖ Manage growth by shifting development pressure from sensitive to less sensitive areas (encourage Transfer of Development Rights)
 - ❖ Recognize that change and growth are natural components of a healthy community
 - ❖ Enhance villages by allowing more residents to live near and help support local businesses
 - ❖ Provide adequate public facilities and amenities in growth centers.



Growth Patterns Continued

- ❖ From the 2016 Open Space and Recreation Plan:
 - ❖ Channel future growth to mixed-use growth centers where wastewater and other infrastructure may be provided economically
 - ❖ Encourage stronger cluster provisions in areas such as Six Ponds
 - ❖ Balance growth with open space protection measures:
 - ❖ Continue acquisition of open space parcels
 - ❖ Place restrictions on municipal land that is appropriate for conservation
 - ❖ Research and establish title on “owners unknown” parcels.

Questions?



Photo from the Harwich Chamber of Commerce



BARNSTABLE COUNTY HOME CONSORTIUM

DEPARTMENT OF HUMAN SERVICES

Post Office Box 427, 3195 Main St., Barnstable, Massachusetts 02630

www.bchumanservices.net

Office (508) 375-6628 Fax (508) 362-0290

Michelle Springer, Program Manager
mspringer@barnstablecounty.org

TO: Barnstable County Boards of Selectmen, Barnstable Town Council
Barnstable County Town Administrators/Town Managers

FROM: Michelle Springer, Program Manager

DATE: April 14, 2017

RE: Barnstable County HOME Consortium – Automatic Renewal of Mutual
Cooperation Agreement

In accordance with Section 10c) of the Mutual Cooperation Agreement of the Barnstable County HOME Consortium (copy enclosed), Barnstable County as lead entity of the Consortium is notifying all fifteen member Towns that the Agreement will automatically renew for another three years. The renewal period will cover federal fiscal years 2018, 2019, and 2020.

Since 1994 the Consortium has received over \$15 million in HOME funds, and during the next three years it is anticipated that the County will receive about an additional \$1 million in federal HOME funds.

The HOME Program has provided funding for the acquisition and rehabilitation of rental housing, first-time homeownership and homeowner repairs. HOME-funded development projects have created 1,670 affordable homes or apartments in the region with another 168 units either under construction or in process to start construction; 630 low-income households from across the region have received down payment assistance to purchase their first home; and nearly 200 households received assistance from the homeowner rehab program.

In accordance with Section 10c) of the Agreement, the County is notifying all member Towns of their right not to participate in the HOME Consortium for the next three years. Members have thirty (30) days from the date of this memo in which to respond in writing to this office if they do not wish to participate, i.e. by May 15, 2017.

If the Town wishes to continue as a Consortium member, the Selectmen/Town Council can vote to remain or they can simply take no action; however, no documentation is necessary to provide to this office of that vote. If the County receives no notice that the member does not wish to continue, the Agreement will be automatically renewed for that member.

Please note that according to the funding formula used by HUD for HOME consortia, it is critically important that all fifteen towns remain as members in order for the County to continue to be eligible for an annual HOME funding allocation.

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.



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Michelle Springer, Program Manager
mspringer@barnstablecounty.org

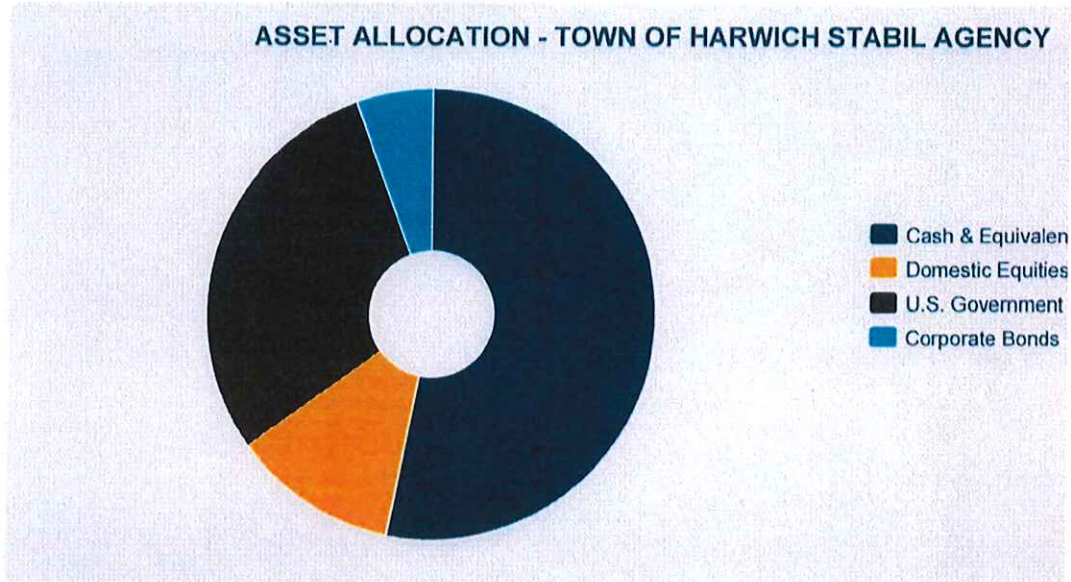
The availability of HOME funds has made a major difference in the Cape's ability to address its affordable housing needs. Now, more than ever, we need to maintain this critical funding source for the region. With these funds we are able to provide affordable housing for homebuyers and tenants, contribute to the area's economy, and accomplish all of this at no cost to member towns as the County, through the Human Services Department, handles all of the administrative duties required by the HOME program. If you have any questions about the Cooperation Agreement renewal, please do not hesitate to contact me at (508) 744-1224 or via e-mail at mspringer@barnstablecounty.org.

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

Account Summary

ASSET ALLOCATION - TOWN OF HARWICH STABIL AGENCY



Summary

Securities	\$1,337,000.30
Cash and Equivalentents	\$1,512,828.48
Total	\$2,849,828.78

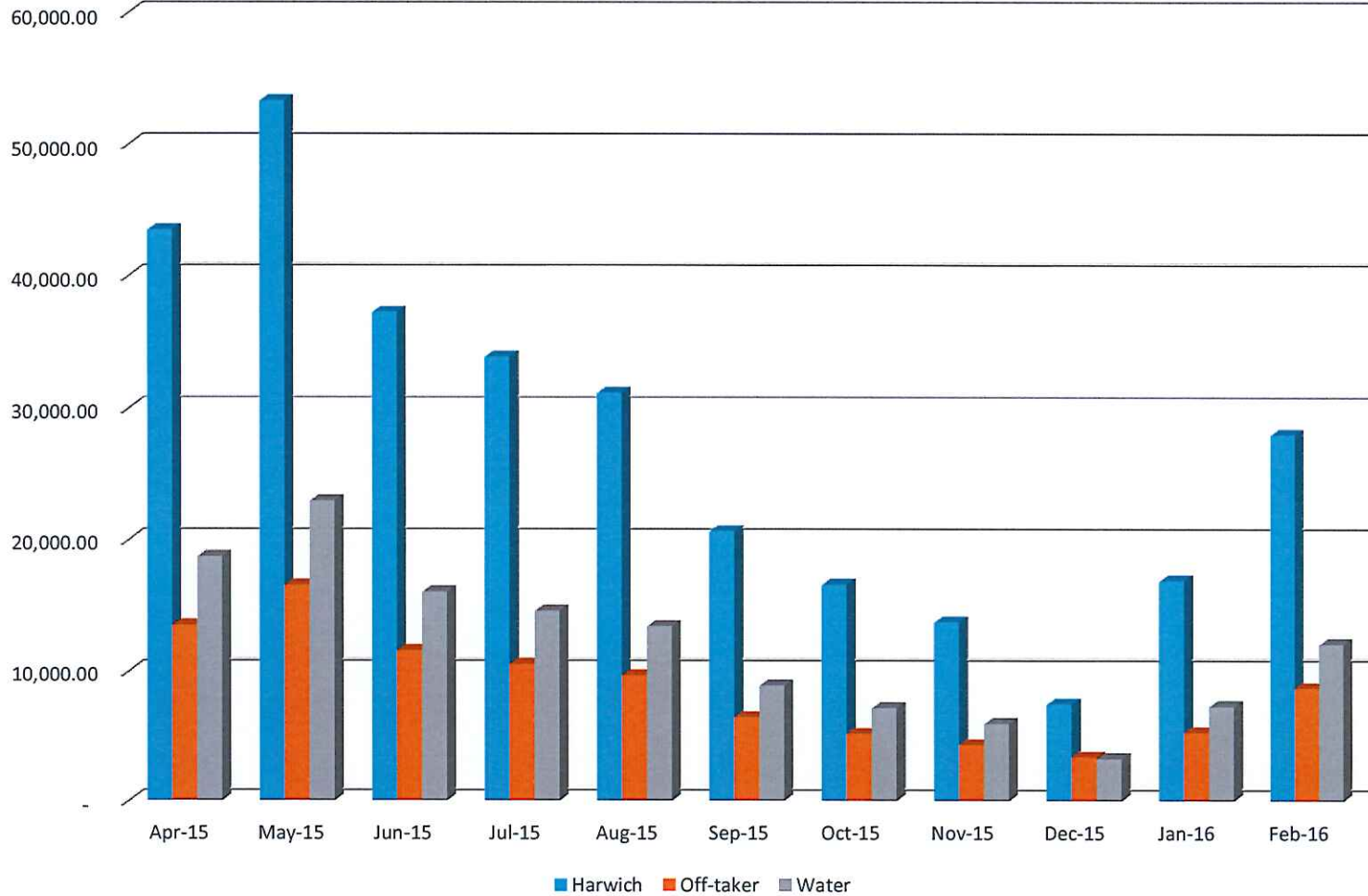
Realized Gain/Loss

Current Year	
Short Term	(\$972.37)
Long Term	\$0.00
Previous Year	
Short Term	\$611.27
Long Term	\$0.00

Estimated Annual Income **\$40,302.53**

* Denotes closed account

CVEC Solar Revenue FY 2016 Actual

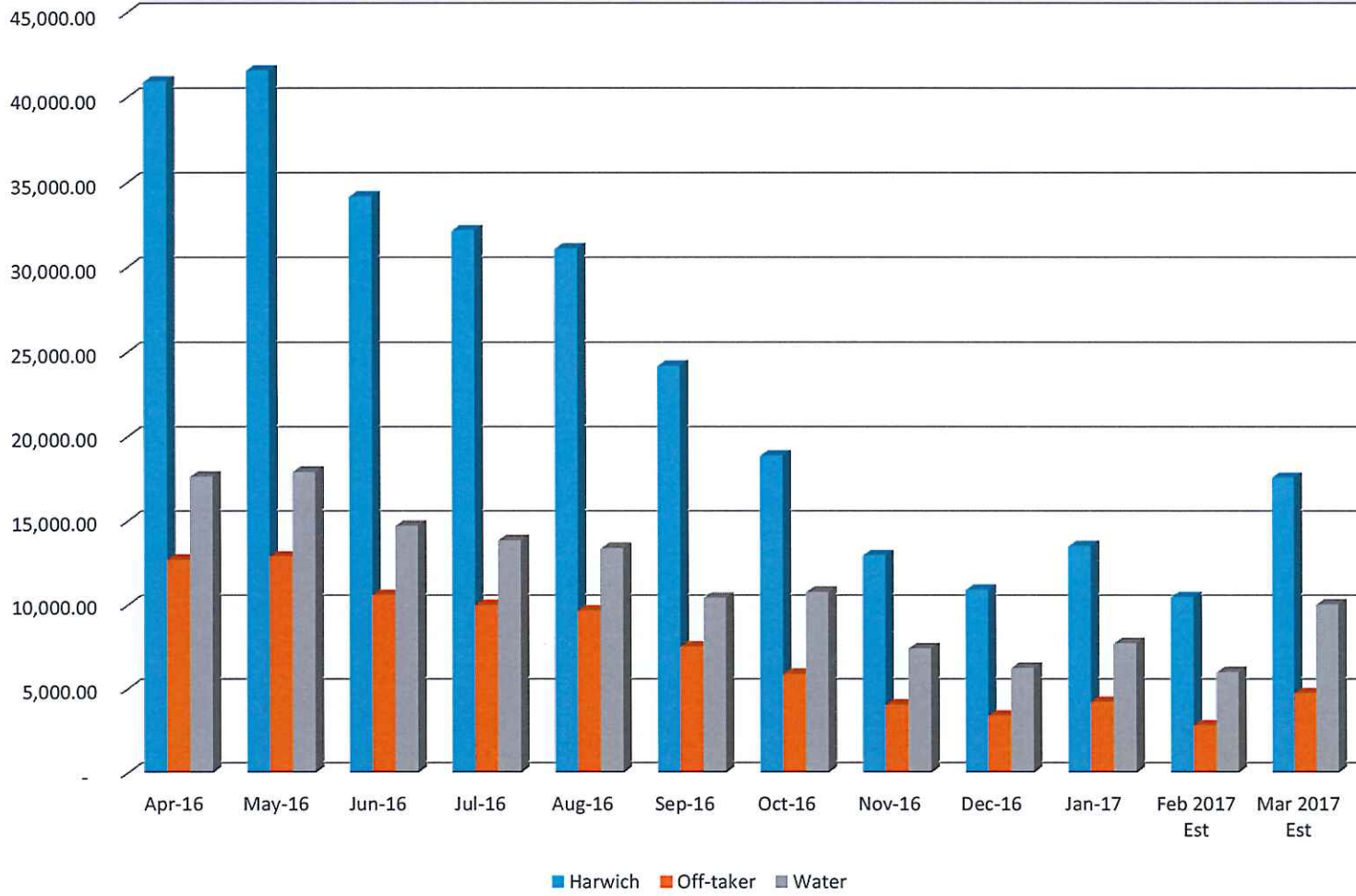


	Harwich	Off-taker	Water	Total
Apr-15	43,430.65	13,439.76	18,675.18	75,545.59
May-15	53,236.52	16,474.33	22,891.70	92,602.56
Jun-15	37,191.94	11,509.16	15,992.54	64,693.64
Jul-15	33,829.31	10,468.60	14,546.60	58,844.51
Aug-15	31,091.67	9,621.52	13,369.42	54,082.61
Sep-15	20,583.16	6,369.89	8,850.76	35,803.81
Oct-15	16,530.14	5,115.35	7,107.96	28,753.44
Nov-15	13,680.31	4,233.42	5,882.53	23,796.26
Dec-15	7,405.73	3,320.18	3,184.46	13,910.37
Jan-16	16,829.52	5,207.97	7,236.69	29,274.18
Feb-16	27,932.24	8,643.80	12,010.87	48,586.91
Mar-16	23,893.02	7,393.77	10,274.00	41,560.79
Total	325,634.22	101,797.75	140,022.71	567,454.68

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CVEC Solar Revenue FY 2017 Projection



	Harwich	Off-taker	Water	Total
Apr-16	40,920.81	12,663.18	17,595.95	71,179.95
May-16	41,568.06	12,863.46	17,874.27	72,305.79
Jun-16	34,131.72	10,562.23	14,676.64	59,370.59
Jul-16	32,132.92	9,943.62	13,817.16	55,893.70
Aug-16	31,049.22	9,608.38	13,351.16	54,008.76
Sep-16	24,140.90	7,470.55	10,380.59	41,992.04
Oct-16	18,832.78	5,827.85	10,734.68	35,395.31
Nov-16	12,924.29	3,999.47	7,366.85	24,290.61
Dec-16	10,862.52	3,361.52	6,191.64	20,415.68
Jan-17	13,472.08	4,169.10	7,679.08	25,320.26
Feb 2017 Est	10,421.44	2,778.56	5,940.22	19,140.22
Mar 2017 Est	17,526.97	4,673.03	9,990.37	32,190.37
Total	287,983.72	87,920.95	135,598.61	511,503.28

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04/19/2017 16:06
ccoppola

TOWN OF HARWICH - LIVE DATA
BUDGET

P 1
glytdbud

TOWN

FOR 2017 13

JOURNAL DETAIL 2017 1 TO 2017 12

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<hr/>						
011994 CVEC ELECTRIC REVENUE						
421000 CVEC ELECTRIC	-300,000	-300,000	-232,013.15	.00	-67,986.85	77.3%
TOTAL CVEC ELECTRIC REVENUE	-300,000	-300,000	-232,013.15	.00	-67,986.85	77.3%
TOTAL GENERAL FUND	-300,000	-300,000	-232,013.15	.00	-67,986.85	77.3%

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TOWN OF HARWICH - LIVE DATA
BUDGET

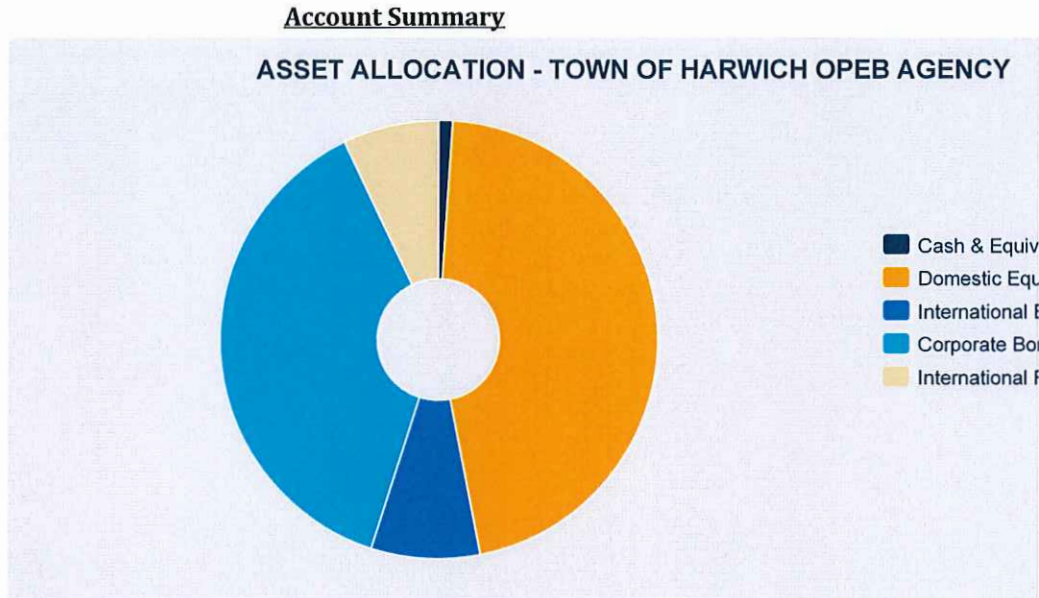
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TOWN

FOR 2017 13

JOURNAL DETAIL 2017 1 TO 2017 12

ACCOUNTS FOR: 1320	WATER	ENTERPRISE FUND	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
13204504 WATER REVENUE ENTERP FUND								
421650	SOLAR REVENUE	WATER	-141,123	-141,123	-111,815.28	.00	-29,307.72	79.2%
	TOTAL WATER REVENUE	ENTERP FUND	-141,123	-141,123	-111,815.28	.00	-29,307.72	79.2%
	TOTAL WATER	ENTERPRISE FUND	-141,123	-141,123	-111,815.28	.00	-29,307.72	79.2%



Summary

Securities	\$749,454.04
Cash and Equivalents	\$7,571.08
Total	\$757,025.12

Realized Gain/Loss

Current Year	None
Short Term	\$0.00
Long Term	\$0.00
Previous Year	
Short Term	(\$637.98)
Long Term	\$6,434.12

Estimated Annual Income

\$14,358.38

* Denotes closed account

UAAL as of 7/1/2014	\$42,421,535
OPEB Trust	\$ 757,025
% Funded	1.78%

Ann Steidel

From: Smith, Dorothy M.(HOU) <Dorothy.Smith@mahouse.gov>
Sent: Tuesday, April 11, 2017 1:44 PM
To: Ann Steidel
Subject: Senior Tax Break Legislation Status

Importance: High

Hi Ann,

Nice to speak with you earlier! So here is the status on the bill:

H2636 An Act relative to a senior exemption for the town of Harwich

Was sent to the Joint Committee on Revenue. This Committee has been busy with a number of hearings to date. However, this bill has not yet been teed up for a hearing.

Sarah Ferrara, the Budget and Policy Director for Rep Peake, always contacts our towns when their bills are set for public hearings.

Sarah will let Chris know when this bill is set for the hearing, which is usually about 1 week ahead of the scheduled date and time.

Cheers,
Dottie

Dorothy Smith
Chief of Staff
State Representative Sarah K. Peake
Third Division Leader
State House Room 163
617-722-2040
Email: Dorothy.Smith@MAHouse.gov

Christopher Clark

From: Neil Salzillo <nsalzillo@harwichwater.com>
Sent: Tuesday, December 30, 2014 9:09 AM
To: Christopher Clark; Sandra Cummings; 'Allin P. Thompson'; 'Allin P. Thompson'; 'Danette Gonsalves'; 'Donald Bates'
Cc: Julie Quintero-Schulz
Subject: RE: NSTAR Pesticides
Attachments: Herbicide Test Results.pdf

NSTAR Herbicide Testing Results: *Attached Laboratory Report*

The 3 well water samples that were taken throughout the Town of Harwich to test for the 3 chemicals used by NSTAR for vegetation control, which included testing for Triclopr, Glyphosate, and Metsulfuron-methyl, all came back from laboratory testing with the result of less than min detect which in turn means (ND) None Detected. There is no concern about these chemicals being in our water supply at this time. Even though no chemicals were detected this year, for public safety concerns in the future as long as NSTAR is using these chemicals for vegetation control annual testing is my suggestion. Better safe than sorry.

Happy New Year To ALL!

Neil Salzillo

Water Treatment Operations Foreman

Town of Harwich Water Dept.

-----Original Message-----

From: Christopher Clark [mailto:cclark@town.harwich.ma.us]
Sent: Tuesday, December 02, 2014 12:48 PM
To: Neil Salzillo; Sandra Cummings; 'Allin P. Thompson'; 'Allin P. Thompson'; 'Danette Gonsalves'; 'Donald Bates'
Cc: Julie Quintero-Schulz
Subject: RE: NSTAR Pesticides

Thanks Neill!

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street
Harwich, MA 02645
Tel. 508.430.7513
Fax.508.432.5039
cclark@town.harwich.ma.us

-----Original Message-----

From: Neil Salzillo [mailto:nsalzillo@harwichwater.com]
Sent: Monday, November 24, 2014 11:54 AM
To: Christopher Clark; Sandra Cummings; 'Allin P. Thompson'; 'Allin P.

Thompson'; 'Danette Gonsalves'; 'Donald Bates'

Cc: Julie Quintero-Schulz

Subject: RE: NSTAR Pesticides

We have decided to take 3 well samples at different locations of the town that are near the power lines for the trace of the 3 main chemicals that were used in the Nstar Vegetation Control. Those 3 chemicals are Triclopr, Glyphosate, and Metsulfuron-methyl.

1. Well#10 - 139 North Westgate Rd.
2. Well#5 - 85 Depot Rd.
3. Well# 8 - 161 Bay Rd.

This will cover a wide spectrum of town where spraying was done and give us the knowledge of any adverse effects from the chemicals used for spraying by Nstar. The cost to do this at the 3 locations is approx. \$6,840.00. The special bottles were ordered today 11/24/14 from the testing lab and will be here the middle of next week. Once we submit the samples back to the lab, it will take 3 to 4 weeks for the testing results. I will let everyone know as soon as I get the results back after all is done.

Thank You

Neil Salzillo

Town of Harwich Water Dept.

Water Treatment Operations Foreman

-----Original Message-----

From: Christopher Clark [mailto:cclark@town.harwich.ma.us]

Sent: Saturday, November 22, 2014 2:29 PM

To: Sandra Cummings; Allin P. Thompson; Allin P. Thompson; Danette Gonsalves; Donald Bates

Cc: Julie Quintero-Schulz; Neil Salzillo

Subject: RE: NSTAR Pesticides

To all:

On behalf of the Board of Selectmen I have been looking into the spraying incident at Seahorse Farm's located off of Lynch Lane. I have also reviewed the material provided by Sandy through Neil in regards to the testing costs and how Wellfleet had tested some of their locations with no detection. Upon reading the materials, it appears that provided the spraying is done in accordance with the plan at levels recommended by the manufacturer there should be no risks to our municipal wells. I do believe for peace of mind and due to the proximity of the easement to our NW. Gate Rd. well sites that it may be advisable to do some testing in that area or other areas in which we know definitively that spraying occurred. I believe that this testing would give peace of mind that the town of Harwich water Department has done due diligence to ensure protection of our water supply.

Sincerely,

Chris

Christopher Clark
Town Administrator
Town of Harwich
732 Main Street

Harwich, MA 02645
Tel. 508.430.7513
Fax.508.432.5039
cclark@town.harwich.ma.us

-----Original Message-----

From: Sandra Cummings [mailto:scummings@harwichwater.com]
Sent: Wednesday, November 19, 2014 11:13 AM
To: Christopher Clark; Allin P. Thompson; Allin P. Thompson; Danette Gonsalves; Donald Bates
Cc: Julie Quintero-Schulz; Neil Salzillo
Subject: NSTAR Pesticides

Good morning,

In following up with Neil Salzillo, regarding NSTAR spraying, Barnstable County Laboratory told him the name of the chemicals and he confirmed that we have not tested for these chemicals. However, the lab shared that the Town of Wellfleet had tested and there was no detection. Please see Neil's email below for further information regarding Wellfleet and the cost for our Department if we wanted to test for these chemicals.

Additionally, Neil had also contacted Paul Sellers @ NSTAR to inquire about the chemicals used and was told that Mr. Sellers had already heard from Town Administration and was working on a response and that he would cc our Department on the response to the Town.

Hopefully, this information helps to fill in some of the blanks.

Best regards,
Sandy

-----Original Message-----

From: Neil Salzillo [mailto:nsalzillo@harwichwater.com]
Sent: Wednesday, November 19, 2014 9:36 AM
To: Sandra Cummings
Cc: Bernie
Subject: FW: Message from "RNP00267372140F"

Sandy,

I spoke to Hillary from the Board of Health in Wellfleet on what they did on this matter. They did a few well samples at a couple of sites near their power lines. The cost is so high that they decided not to test all there wells. The results from the few wells that they tested all came back (ND None Detected). I suggest that if we do want to sample we should only do 3 of the 9 wells like they did throughout the town to save lots of money. To sample all of our 9 wells that are near power lines would cost us \$6,840.00.

To just sample 1 well here out back at Chatham rd., 1 well on depot rd., and 1 well on bay rd. in east Harwich for a total of 3 wells that would cover testing throughout most of the town and only cost us 2,280.00. A savings of \$4,560.00. We will do whatever you decide just let me know. Attached is the price list with different examples. If you have any other questions or concerns let me know.

Thanks

Neil Salzillo
Treatment Operations Foreman

-----Original Message-----

From: Neil Salzillo [mailto:nsalzillo@harwichwater.com]

Sent: Tuesday, November 18, 2014 12:31 PM

To: Sandra Cummings

Cc: Bernie (bnewhard@harwichwater.com)

Subject: FW: Message from "RNP00267372140F"

Sandy,

Attached is the information sent to me by the Barnstable Lab Director Gongmin Lei. The Information from Nstar plus the 3 main chemicals that the lab says were used for spraying the vegetation, Also pricing if we want to test the wells close to any power lines that were sprayed. More information will be coming direct from Nstar and sent to town hall and us so we can see exactly what chemicals they say were used and compare and decide which ones we would like to test for.

Neil Salzillo

Treatment Operations Foreman

Town of Harwich Water Dept.

-----Original Message-----

From: labscans@barnstablecounty.org [mailto:labscans@barnstablecounty.org]

Sent: Tuesday, November 18, 2014 11:42 AM

To: Harwich Water Dept.

Subject: Message from "RNP00267372140F"

This E-mail was sent from "RNP00267372140F" (MP C4503).

Scan Date: 11.18.2014 11:41:47 (-0500)

Queries to: labscans@barnstablecounty.org

Please do not reply to this email. For question and information, contact the Barnstable County Health Lab (508) 375-6605

gmlei@barnstablecounty.org



Eaton Analytical

LABORATORY REPORT

This report contains 6 pages.
(including the cover page)

If you have any questions concerning this report, please do not hesitate to call us at
(800) 332-4345 or (574) 233-4777.

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Eaton Analytical, Inc.*



Eaton Analytical

110 South Hill Street
South Bend, IN 46617
Tel: (574) 233-4777
Fax: (574) 233-8207
1 800 332 4345

Laboratory Report

Client: Barnstable County Dept. of Health and Environment
Attn: Gongmin Lei
3195 Main Street
Barnstable, MA 02630

Report: 330278
Priority: Standard Written
Status: Final
PWS ID: MA4126000

Copies to: None

Sample Information					
EEA ID #	Client ID	Method	Collected Date / Time	Collected By:	Received Date / Time
3150005	Well #10 (North Westgate Rd)	515.3	12/04/14 09:50	Client	12/05/14 09:00
3150006	Well #10 (North Westgate Rd)	S150	12/04/14 09:50	Client	12/05/14 09:00
3150007	Well #10 (North Westgate Rd)	547	12/04/14 09:50	Client	12/05/14 09:00
3150008	Well #5 (Depot Rd)	515.3	12/04/14 08:30	Client	12/05/14 09:00
3150009	Well #5 (Depot Rd)	S150	12/04/14 08:30	Client	12/05/14 09:00
3150010	Well #5 (Depot Rd)	547	12/04/14 08:30	Client	12/05/14 09:00
3150011	Well #8 (Bay Rd)	515.3	12/04/14 09:10	Client	12/05/14 09:00
3150012	Well #8 (Bay Rd)	S150	12/04/14 09:10	Client	12/05/14 09:00
3150013	Well #8 (Bay Rd)	547	12/04/14 09:10	Client	12/05/14 09:00

Report Summary

Project: Power Lines

Note: In the Method 515.3 analysis of site Well #10 (North Westgate Rd), the SS-2,4-Dichlorophenylacetic recovery in the sample submitted (43%) was outside the acceptance limits of 70-130%. This sample was reextracted and analyzed a second time with similar results.

Note: In the Method 515.3 analysis of site Well #8 (Bay Rd), the SS-2,4-Dichlorophenylacetic recovery in the sample submitted (62%) was outside the acceptance limits of 70-130%. This sample was reextracted and analyzed a second time with similar results.

Note: Method 515.3 Triclopyr results from site Well #10 (North Westgate Rd) are biased due to possible matrix interference as demonstrated by the low biased recoveries of the MS (52%) and MSD (68%) outside the acceptance limits of 69-141%. These samples were reextracted and analyzed a second time with similar results.

Detailed quantitative results are presented on the following pages. The results presented relate only to the samples provided for analysis.

We appreciate the opportunity to provide you with this analysis. If you have any questions concerning this report, please do not hesitate to call James Van Fleit at (574) 233-4777.

Note: This report may not be reproduced, except in full, without written approval from EEA.

Client Name: Barnstable County Dept. of Health and Environment

Report #: 330278

Jan Van Fleet ASM

Authorized Signature

Title

12/22/2014

Date

Client Name: Barnstable County Dept. of Health and Environment

Report #: 330278

Sampling Point: Well #10 (North Westgate Rd)

PWS ID: MA4126000

Semi-volatile Organic Chemicals									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed	EEA ID #
55335-06-3	Triclopyr	515.3	—	0.5	< 0.5	ug/L	12/10/14 07:30	12/10/14 21:41	3150005
1071-83-6	Glyphosate	547	700 *	6.0	< 6.0	ug/L	12/05/14 14:25	12/10/14 01:32	3150007

EEA Methods									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed Date	EEA ID #
74223-64-6	Metsulfuron-methyl	S150	—	5.0	< 5.0	ug/L	12/10/14 08:16	12/11/14 20:06	3150006

Sampling Point: Well #5 (Depot Rd)

PWS ID: MA4126000

Semi-volatile Organic Chemicals									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed	EEA ID #
55335-06-3	Triclopyr	515.3	—	0.5	< 0.5	ug/L	12/08/14 07:43	12/09/14 08:07	3150008
1071-83-6	Glyphosate	547	700 *	6.0	< 6.0	ug/L	12/05/14 14:25	12/10/14 09:06	3150010

EEA Methods									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed Date	EEA ID #
74223-64-6	Metsulfuron-methyl	S150	—	5.0	< 5.0	ug/L	12/10/14 08:16	12/11/14 20:36	3150009

Sampling Point: Well #8 (Bay Rd)

PWS ID: MA4126000

Semi-volatile Organic Chemicals									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed	EEA ID #
55335-06-3	Triclopyr	515.3	—	0.5	< 0.5	ug/L	12/10/14 07:30	12/11/14 00:01	3150011
1071-83-6	Glyphosate	547	700 *	6.0	< 6.0	ug/L	12/05/14 14:25	12/10/14 09:31	3150013

EEA Methods									
Analyte ID #	Analyte	Method	Reg Limit	MRL†	Result	Units	Preparation Date	Analyzed Date	EEA ID #
74223-64-6	Metsulfuron-methyl	S150	—	5.0	< 5.0	ug/L	12/10/14 08:16	12/11/14 21:06	3150012

† EEA has demonstrated it can achieve these report limits in reagent water, but can not document them in all sample matrices.

Reg Limit Type:	MCL	SMCL	AL
Symbol:	*	^	!

Lab Definitions

Continuing Calibration Check Standard (CCC) / Continuing Calibration Verification (CCV) / Initial Calibration Verification Standard (ICV) / Initial Performance Check (IPC) - is a standard containing one or more of the target analytes that is prepared from the same standards used to calibrate the instrument. This standard is used to verify the calibration curve at the beginning of each analytical sequence, and may also be analyzed throughout and at the end of the sequence. The concentration of continuing standards may be varied, when prescribed by the reference method, so that the range of the calibration curve is verified on a regular basis.

Internal Standards (IS) - are pure compounds with properties similar to the analytes of interest, which are added to field samples or extracts, calibration standards, and quality control standards at a known concentration. They are used to measure the relative responses of the analytes of interest and surrogates in the sample, calibration standard or quality control standard.

Laboratory Duplicate (LD) - is a field sample aliquot taken from the same sample container in the laboratory and analyzed separately using identical procedures. Analysis of laboratory duplicates provides a measure of the precision of the laboratory procedures.

Laboratory Fortified Blank (LFB) / Laboratory Control Sample (LCS) - is an aliquot of reagent water to which known concentrations of the analytes of interest are added. The LFB is analyzed exactly the same as the field samples. LFBs are used to determine whether the method is in control.

Laboratory Method Blank (LMB) / Laboratory Reagent Blank (LRB) - is a sample of reagent water included in the sample batch analyzed in the same way as the associated field samples. The LMB is used to determine if method analytes or other background contamination have been introduced during the preparation or analytical procedure. The LMB is analyzed exactly the same as the field samples.

Laboratory Trip Blank (LTB) / Field Reagent Blank (FRB) - is a sample of laboratory reagent water placed in a sample container in the laboratory and treated as a field sample, including storage, preservation, and all analytical procedures. The FRB/LTB container follows the collection bottles to and from the collection site, but the FRB/LTB is not opened at any time during the trip. The FRB/LTB is primarily a travel blank used to verify that the samples were not contaminated during shipment.

Matrix Spike Duplicate Sample (MSD) / Laboratory Fortified Sample Matrix Duplicate (LFSMD) - is a sample aliquot taken from the same field sample source as the Matrix Spike Sample to which known quantities of the analytes of interest are added in the laboratory. The MSD is analyzed exactly the same as the field samples. Analysis of the MSD provides a measure of the precision of the laboratory procedures in a specific matrix.

Matrix Spike Sample (MS) / Laboratory Fortified Sample Matrix (LFSM) - is a sample aliquot taken from field sample source to which known quantities of the analytes of interest are added in the laboratory. The MS is analyzed exactly the same as the field samples. The purpose is to demonstrate recovery of the analytes from a sample matrix to determine if the specific matrix contributes bias to the analytical results.

Quality Control Standard (QCS) / Second Source Calibration Verification (SSCV) - is a solution containing known concentrations of the analytes of interest prepared from a source different from the source of the calibration standards. The solution is obtained from a second manufacturer or lot if the lot can be demonstrated by the manufacturer as prepared independently from other lots. The QCS sample is analyzed using the same procedures as field samples. The QCS is used as a check on the calibration standards used in the method on a routine basis.

Reporting Limit Check (RLC) / Initial Calibration Check Standard (ICCS) - is a procedural standard that is analyzed each day to evaluate instrument performance at or below the minimum reporting limit (MRL).

Surrogate Standard (SS) / Surrogate Analyte (SUR) - is a pure compound with properties similar to the analytes of interest, which is highly unlikely to be found in any field sample, that is added to the field samples, calibration standards, blanks and quality control standards before sample preparation. The SS is used to evaluate the efficiency of the sample preparation process.



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Batch # 330278

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CHAIN OF CUSTODY RECORD

Page 1 of 1

Shaded area for EEA use only

REPORT TO:	SAMPLER (Signature)	PWS ID #	STATE (sample origin)	PROJECT NAME	POR	# OF CONTAINERS	MATRIX CODE	TURNAROUND TIME
Attn: Gongmin Lei (508-375-6606) Barnstable County Lab P. O. Box 427 Barnstable, MA 02630 gmlei@barnstablecounty.org	<i>B Newkard</i>	4126000	MA	POWER LINES	HARWICH WATER DEPT.			
						Yes	No	
		POPULATION SERVED	SOURCE WATER	SAMPLE REMARKS		CHLORINATED		
			WELL			YES	NO	
	SAMPLING SITE		TEST NAME					
1	3150-005	12-4-14	9:30 A					
2	006							
3	007							
4	008	12-4-14	8:30 A	WELL # 5 (DEPOT RD)	TRICLOPYR / GLYPHOSATE / METSULFURON-methyl GH7			
5	009							
6	010							
7	011	12-4-14	9:10 A	WELL # 8 (BAY RD)	TRICLOPYR / GLYPHOSATE / METSULFURON-methyl GH7			
8	012							
9	013							
10								
11								
12								
13								
14								

RELINQUISHED BY: (Signature) <i>B Newkard</i>	DATE 12-4-14	TIME 1:35	RECEIVED BY: (Signature) <i>E D Hughes</i>	DATE 12-4-14	TIME 1:30	LAB RESERVES THE RIGHT TO RETURN UNUSED PORTIONS OF NON-AQUEOUS SAMPLES TO CLIENT LAB COMMENTS Notify For Any MCL Exceedance
RELINQUISHED BY: (Signature)	DATE	TIME	RECEIVED BY: (Signature)	DATE	TIME	
RELINQUISHED BY: (Signature)	DATE	TIME	RECEIVED FOR LABORATORY BY: <i>S. J. J. J.</i>	DATE 12-5-14	TIME 9:00	

MATRIX CODES: DW-DRINKING WATER RW-REAGENT WATER GW-GROUND WATER EW-EXPOSURE WATER SW-SURFACE WATER PW-POOL WATER WW-WASTE WATER	TURN-AROUND TIME (TAT) - SURCHARGES SW = Standard Written: (15 working days) 0% RV = Rush Verbal: (5 working days) 50% RW = Rush Written: (5 working days) 75% * Please call, expedited service not available for all testing.	IV* = Immediate Verbal: (3 working days) 100% IW* = Immediate Written: (3 working days) 125% SP* = Weekend, Holiday CALL STAT* = Less than 48 hours CALL	Samples received unannounced with less than 48 hours holding time containing may be subject to additional charges. 06-LO-P0435 Issue 4.0 Effective Date: 2014-05-01
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Sample analysis will be provided according to the standard EEA Water Services Terms, which are available upon request. Any other terms proposed by Customer are deemed material alterations and are rejected unless expressly agreed to in writing by EEA.

Thomas P. Carlone, AIA, LLC
Architect

March 31, 2017

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



Re: building plan approval process

Dear Mr. Clark

I provide design services for a variety of projects throughout New England. As a result of my assigned projects I get an opportunity to meet with Town planning staff and their boards and Commissions in many states and municipalities. Recently I submitted a project for our cottage in Harwich and wanted to express my appreciation for the professional and courteous service provided by Shelagh Delaney and Jay Briggs.

I thought I would send you a short note to commend you and the folks in your building- planning and zoning office for their thoughtful and helpful service. Ms. Delaney and Mr. Briggs made time for me without an appointment. Ms. Delany and Mr. Briggs were very helpful and offered useful advice and provided a welcoming atmosphere. While many municipalities have been struggling with shrinking budgets, it is noteworthy that you and your staff have maintained a positive and helpful town hall environment.

Well Done!

Best Regards

Thomas P. Carlone

Thomas P. Carlone, AIA

425 Crowell Road
Chatham, MA 02633

March 27, 2017

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



Dear Mr. Clark,

My name is Catherine Kane and I am a resident of Harwich as well as a teacher at Monomoy Regional Middle School. As a fifth grade Science teacher, I use local resources as much as possible to enrich the learning experiences of our students, and recently wrote a year-long project for fifth grade called, *The Earth and Human Activity Project*, which aims to teach students about local and global problems and solutions relating to human activity on Earth. For many years, fifth grade students in Harwich and Chatham have taken periodic trips to Pleasant Bay to learn more about topics such as ecosystems, erosion, and water quality issues in our towns, and these visits are now part of the Earth and Human Activity Project. Another key element and a highlight of the project this year was an informative and exciting tour of the Harwich Shellfish Lab with Heinz Proft by all fifth grade students.

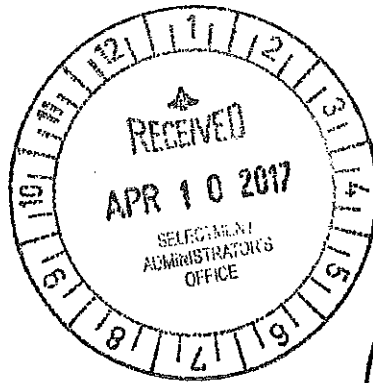
The long-standing partnership between our school and the Harwich Harbormaster's Office is due to the enthusiasm and generosity of Heinz Proft. Several years ago, I called Mr. Proft to ask whether he might be able to visit with the fifth grade to speak about water quality issues in Pleasant Bay, including Nitrogen level concerns. That year, Mr. Proft enthusiastically agreed to come to our school for two presentations which were very educational and well-thought out.

Since then, Mr. Proft has visited several times, showing students specialized water testing equipment, sharing information about shellfish, teaching about aquaculture, and several times we have visited the Harwich Shellfish Lab for tours, including this past October. From the early planning stages, Mr. Proft has been enthusiastic, organized, and very helpful. Over the timeframe of two busy days, he greeted eight groups of twenty students each! Inside the lab, he presented valuable information in a clear, engaging, and hands-on manner. Student responses indicated that all students loved his presentation and learned a lot from it. Many parents have commented to me what a great experience it was for their children. I am in the process of trying to secure grant funding so that we can visit again next year as part of our fifth grade studies.

As a teacher in our local district and as a resident of the Town of Harwich, I am glad that we have Heinz Proft as our assistant harbormaster. Thank you for employing someone who is so community-minded, highly educated, and professional at all times!

Sincerely,

Catherine Kane
Teacher, Grade 5
Monomoy Regional Middle School
ckane@monomoy.edu



Kathryn A. Gaudet
89 Riverside Drive
West Harwich, Ma. 02671

April 10, 2017

Anita N. Doucette MMC/CMMC
Town Clerk
732 Main Street
Harwich, Ma 02645

Dear Anita:

I would like to inform you that I am resigning my position as Administrative Assistant in the Town Clerks Office effective July 7, 2017.

Thank you very much for the opportunities for professional and personal development that you have provided me during the past ten years. I have enjoyed working for the Town of Harwich and appreciate the support provided me during my years in the Town Clerks Office. It has been a pleasure working with you.

I would be happy to help you in any way during this transition.

Sincerely,

Kathryn A. Gaudet
Administrative Assistant

Ann Steidel

From: Christopher Clark
Sent: Thursday, April 13, 2017 10:26 AM
To: Michael D. MacAskill; Angelo LaMantia; Peter Hughes; Jannell Brown; Julie Kavanagh
Cc: Charleen Greenhalgh; Ann Steidel; Sandy Robinson; Young, David F.; Peter de Bakker
Subject: FW: [Harwich MA] WIC Meeting 4/12/2017 followup

To All,

I am working with Attorney Giorgio to put together options and will present at April 24 2017 BOS Meeting.

Chris

-----Original Message-----

From: Barbara P Hageman [mailto:bhageman2@comcast.net]
Sent: Thursday, April 13, 2017 8:11 AM
To: Christopher Clark <cclark@town.harwich.ma.us>
Subject: [Harwich MA] WIC Meeting 4/12/2017 followup

cclark,

Someone has sent you a message using your contact form on the Harwich MA site.

If you don't want to receive such e-mails, you can change your settings at <http://www.harwich-ma.gov/users/cclark>.

Message:

Thank you, Chris, for your leadership and comments last evening regarding the WIC project. One of the concerns was that communication was not necessarily as robust as might be warranted for the community to pay attention to the longer-term project and its financial impacts. I've set up a citizen page on FaceBook that gives you another avenue to get people to review the considerable amount of information that is located on the town website regarding the entire project. This is the link:

https://www.facebook.com/pg/HarwichMACleanWatersInfoPage/photos/?tab=album&album_id=189302191577685

Currently it only contains information that is from the WIC reports. It can be used to collect citizen comments, photos, and video. It is currently maintained through my FB account. It would be useful for the Town to establish its own FB site, perhaps?

We look forward to the evolution of the new strand of project management for water quality protection, namely, the tax-payer-sensitive financing that has not yet been addressed. It was vital to see what the overall impact on annual taxes would be for the project and so that work has clearly been accomplished. The next frontier, vital to taxpayer acceptance, is the "hidden" tax inherent in the hookup expenses that will be part of the project. If the overall cost of an average hookup is about \$7,000, then that amounts to a very big bump in out-of-pocket payment by the 600+ homeowners who will launch Phase 2. The resources to parse who could be hurt economically by this would seem to be available in tax records, social services, and other town documentation.

Since this step becomes a possible template for the rest of the Town, it would help if the town leaders formed a group to research and build financing answers that enable the community to support the project. Brainstorming some funding means that aren't dependent on outside (State/Federal) grants and investigating their viability would be an excellent immediate step. Some of this could be posted on the FaceBook page I set up, it could be noted in the local papers, and it could be posted on a video through the Town website. How do you think this could be launched?

=====

Message sent by: Barbara P Hageman (bhageman2@comcast.net)

=====