

SELECTMEN'S MEETING AGENDA*

*Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 5:30 P.M.
Regular Meeting 6:30 P.M.
Monday, July 24, 2017*

****REVISED****

As required by Open Meeting Law, you are hereby informed that the Town will be video and audio taping as well as live broadcasting this public meeting. In addition, anyone in the audience who plans to video or audio tape this meeting must notify the Chairman prior to the start of the meeting.

I. CALL TO ORDER

II. EXECUTIVE SESSION – 1. Pursuant to MGL c.30A, §21(2) to conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel – Town Administrator's Contract; 2. Pursuant to M.G.L. c. 30A, § 21(a)(6), to consider purchase, exchange, lease or value of real estate if the Chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body – 4 Central Avenue; and 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 and the Chair so declares - HMEA

III. PLEDGE OF ALLEGIANCE

IV. WEEKLY BRIEFING

V. PUBLIC COMMENT/ANNOUNCEMENTS

VI. CONSENT AGENDA

- A. Approve Minutes –
 - 1. June 5, 2017 Regular Meeting
 - 2. June 12, 2017 Regular Meeting
 - 3. June 19, 2017 Regular Meeting
 - 4. July 10, 2017 Executive Session
- B. Approve application for One Day Entertainment License by Harwich Conservation Trust for Wildlands Music & Art Stroll for September 9, 2017, waive \$25 Entertainment License Application fee, waive two \$55 Tent Application fees, and approve use of Harbormaster's Bank Street building parking lot
- C. Confirm approval of CAFR grant in the amount of \$5,000 and authorize the Town Administrator to act as signatory
- D. Approve Caleb Chase Fund request in the amount of \$674.24 per the recommendation of the Council on Aging Social Services Coordinator
- E. Approve the award of Contract for Drainage to Robert B. Our Co. Inc. in the amount of \$236,500
- F. Approve the award of C&D Trailer Contract to KNL Holdings LLC in the amount of \$69,101
- G. Confirm appointment of Elaine Zaiatz to Assistant Assessor position in the Assessor's Department effective August 7, 2017
- H. Rescind the re-appointment of Robert Bradley as the Historic District/Historic Commission's representative to the Community Preservation Committee.
 - I. Confirm the appointment of Joe Powers as the Historic District/Historic Commission's representative to the Community Preservation Committee
 - J. Re-appoint Matt Hart as a member of the Waterways Committee for a 3-year term

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

- A. **Public Hearing** – Application for transfer of Seasonal, Common Victualler, All Alcoholic Beverages License from The Commodore Inn Ltd. d/b/a Raspberries Restaurant, Richard Jones – Manager to 30 Earle Road LLC d/b/a The Commodore Inn, John Foley – Manager
- B. **Presentation** – Barnstable County Community Septic Loan Management Program – *Kendall Ayers – Program Administrator, George Heufelder – Director of Mass. Alternative Septic Test Center, and Sean O’Brien – Director Barnstable County Dept. of Health & Environment*
- C. **Presentation** – Lower County Road Status Update – Lincoln Hooper
- D. **Presentation** – Harwich Big Fix 2018 – *Laura Reckford & David Quinn – Housing Assistance Corp.*

VIII. **OLD BUSINESS**

- A. Part-time Housing Coordinator and establishment of Housing Trust – *Bob Lawton, Mary Waygan*
- B. Categorized Tax Title list – discussion on process
- C. Planning Board appointments and terms
- D. Town Administrator’s Contract
- E. West Harwich School Discussion
- F. HMEA Contract
- G. 4 Central Avenue discussion
- H. Library Project Update

IX. **NEW BUSINESS**

- A. Potential Community Preservation Committee Articles - priorities
- B. Update on Wastewater project status
- C. Status on the Phase 2 Wastewater
- D. Wastewater Implementation Committee Charge
- E. Cable Funds discussion
- F. ICMA TV – Promotional Video for Harwich in the amount of \$17,500

X. **TOWN ADMINISTRATOR’S REPORT**

- A. IMA Advisory Board Appointments

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:

Sandra Robinson, Admin. Secretary

Posted by: _____
Town Clerk

Date: _____
July 20, 2017

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 5, 2017
6:30 P.M.**

SELECTMEN PRESENT: Ballantine, Howell, Kavanagh, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, John Stewart, Arthur Bodin, and others.

WEEKLY BRIEFING

Ms. Hewitt announced the Recreation and Reading Summer Program, a collaborative effort of the Library and Recreation and Youth Department.

CONSENT AGENDA

- A. Approve Minutes – May 22, 2017 Regular Meeting
- B. Approve Road Race Application from The Open Doorway of Cape Cod Inc. for 3rd Annual Run for Recovery Flag Relay for September 23 & 24, 2017 including placement of flag on Public Safety Building lawn
- C. Authorize Chair to sign Cooperative Agreement with Barnstable County for dredging program

Mr. Ballantine moved approval of the Consent Agenda. Mr. Howell seconded the motion but recommended changes to the minutes as they refer to the conversation about Town emails. Mr. Clark said he would look into it. The motion carried by a unanimous vote.

OLD BUSINESS

- A. Action Item Register

Mr. Clark noted that nothing has changed on the Action Item Register. Chairman MacAskill to be provided with a date for which they can expect to see the Recreation Building numbers.

NEW BUSINESS

- A. Letter from Harwich Housing Authority regarding Right of First Refusal for 13 Haromar Heath Road

Mr. Stewart explained that this is a resale of the deed restricted property and under the deed restriction the Town has the Right of First Refusal for this property, so the State has required a letter from the Board of Selectmen stating that they don't want to buy it. Chairman MacAskill said they would draft a letter. Mr. Ballantine asked if it is resold, will it still be deed restricted and Mr. Stewart responded that it would be. Mr. Stewart noted that the resale price is \$162,900, it is a one bedroom unit, and it is still the same requirement for income level.

B. Request by Housing Committee to hire Part-Time Housing Coordinator

Mr. Bodin stated that the Housing Committee fully supports the hiring of a Part-Time Housing Coordinator and provided rationale for this including that there needs to be an employee dedicated to doing it and it is recommended in the Harwich Housing Production Plan. He suggested that it could be funded from CPC funds or out of housing funds. Chairman MacAskill agreed but stressed that there is no funding mechanism for this year. He said he would agenda this in the next couple of weeks to discuss the Housing Trust. Mr. Clark said he met with Mr. Bodin, Mr. Lawton and some others from Yarmouth and he believes they have a very interesting model that we should give some consideration to. He noted that he is waiting for more material on it and will send it to the Board as a good focal point for discussion. He said if the Board wants this as a priority we should put it in the FY19 budget cycle. He stated that CPC has the ability to use administrative funds to engage personnel and they need to help us by funding a position of this nature. He said one of the things we will do is to coordinate a list of requests to submit to CPC to address Board priorities. Mr. Howell said we should come out with a job description as part of the process. Chairman MacAskill said he would bring this item back next week.

C. Board of Selectmen Liaison Assignments and Policy Review

Chairman MacAskill indicated that the liaison assignments have been distributed and he asked for it to be put on the Town website. He asked the Board to read the policy and to make sure that everyone on their committees is sworn in and takes the necessary ethics training. He noted that Mr. Howell and Ms. Brown will be meeting to go over the current vacancies and practices. Mr. Ballantine said there should be training on how to run a meeting as well.

D. Board of Selectmen Goals and Objectives

Chairman MacAskill asked the Board to send him input for the goals and objectives and he would draft something after he gets input from the Board. He said he would send the Board the template with the 6 basic goals.

E. Referral of Complaint regarding Matt Hart to Interview Committee

Chairman MacAskill reported that there was an email sent prior to Town Meeting signed by the Committee Chair of 2 different committees for which we received a complaint from the person who the email was written about, followed by an Open Meeting Law request. He stated that he asked the Assistant to send the Board correspondence we received from Town Counsel on the process, which would be for the Interview Subcommittee to have the Committee Chair in and, if it is acceptable to the Board, to make a recommendation. Chairman MacAskill commented that the conduct of the email was off and not what we should accept from a committee person. The Board indicated agreement to refer this to the Subcommittee.

F. Update Charge for Fire Station 2 Rehab and Restoration Committee to extent to "design"

Mr. Clark said the Fire Chief and he had a conversation focusing on what is the role of the Committee and what is the role of Administration and agreed that from a policy standpoint when you are doing feasibility or design elements it is very important to get the input of a committee.

He said that once that design is complete and turned over to construction, it falls to Administration. He explained that the construction phase is important for Administration to handle to stay within the budget. He noted that in this circumstance we have done the feasibility piece and there's still a remaining piece for the design. Chairman MacAskill said they asked the Board to update the charge to bring the Committee through the design. Chief Clarke said we have a very talented committee who work very well together and also with him and it would be to the benefit of the taxpayers for them to continue on through the bid process to come in with a very specific number for Town Meeting. Chairman MacAskill noted that it was a consensus of the Board to continue.

G. Designation of Board of Selectmen Wastewater Subcommittee

Mr. Clark recommended that the team consist of the consultant Dave Young, himself, and a member of the Board and this is how it is being done in Dennis and Yarmouth. He suggested Mr. Ballantine be on the subcommittee with Chairman MacAskill as the back-up as they both have a higher level of knowledge and the Board agreed.

TOWN ADMINISTRATOR'S REPORT

A. Completion of Suffolk University's Public Management Program by Chief Guillemette

Mr. Clark reported that both Chief Guillemette and Harbormaster Rendon have successfully completed the Suffolk University Public Management Program which he noted gives a comprehensive overview of municipal government. He added that Cemetery Administrator Robbin Kelley was also approved to take the program.

B. Letter requesting non-reappointment to Capital Outlay Committee by Robert George

Mr. Clark thanked Mr. Robert George for his service as a Town Administrator's appointment to the Capital Outlay Committee noting that he has done an outstanding job. He added that Mr. George has some interest in other committees including the Finance Committee.

C. Housing Authority affirmation of continuance of Robert MacCready as a member per the State

Mr. Clark reported that the State wanted to change the way Housing Committees throughout the Commonwealth are formed which has led to some confusion. He explained that they are trying to take one of the positions and have them be a tenant representative and in doing that they have created a void. He noted that we were initially indicating toward having a hold over for somebody currently in a position and Attorney Giorgio has opined that a hold over for a whole year is not warranted. He explained that it was not put on the ballot and failure to do so means the incumbent stays in there until such time the procedure to fill the vacancy can be completed. He recommended that the two Boards get together on June 19th to submit nominations in an effort to get the spot filled. Chairman MacAskill asked Mr. Clark to send a letter to the asking to set up the meeting.

D. Fire Chief FY17 Performance Evaluation

Mr. Clark stated that he had the pleasure of completing the Fire Chief's Performance Evaluation. He commented that Chief Clarke is a real asset to the community who does an outstanding job. He noted that Chief Clarke understands the need to build a succession plan into the Department and his approach to buying equipment and being creative to come up with alternate means to acquire equipment is attune to helping toward a balanced budget in a quality way. He reported that Chief Clarke scored above the necessary requirement and his contract extension is in for Board's signature. The Board acknowledged by consensus that the review has been completed and thanked Chief Clarke for a great job.

E. Delay of Tax Lien Auction

Mr. Clark stated that he had a discussion in regard to delaying the tax lien auction with the Tax Collector and she ultimately decided it made sense to delay. He said he would continue to work with her to present a more refined list. He stressed that he was hoping that with this process we would be able to generate about \$2,000,000 in order to make next year's budget work and this action makes us well short of that number and any collections after July 1 go into next year's allocation. He stated that this will have an impact on the budget and we are probably looking at about 5 ballot questions already for next year. Chairman MacAskill said he would like to see the list broken down into land, commercial, residential, condos and by how old the liens are.

F. State LAND Grant funding

Mr. Clark reported that we are in the process of completing the Marini property Conservation Restriction and there was some question in regards to funding elements of that so Michael Lach of the Harwich Conservation Trust provided some information about local acquisitions and he said that funds from the Mass Department of Fish and Game are used to purchase land. Mr. Clark reported that we received approval of the Open Space and Recreation Plan from the State which is a big step forward. He said we are doing the closing for the Conservation Restriction this week so we should have everything lined up to receive that \$400,000 reimbursed into the HCT.

ADJOURNMENT

Ms. Kavanagh moved to adjourn at 7:33 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 12, 2017
6:30 P.M.**

SELECTMEN PRESENT: Brown, Howell, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Deputy Chief Gagnon, Larry Cole, Valerie Bell, Judy Ford, and others.

PUBLIC COMMENT/ANNOUNCEMENTS

Mr. Cole reported as the Board's CVEC representative, that CVEC is having a relatively urgent meeting this week to consider the implications of a recent filing by Eversource which could have an impact on the value of net metering credits due to some new documents filed by Eversource. He stated that they are meeting this week to discuss what the implications are for their contracts with the towns and if there is anything they can do about it legally.

Deputy Chief Gagnon introduced Theodore Monteiro IV as the newest member of the Dispatching Unit and provided background information on Mr. Monteiro.

Ms. Bell, representative to Cape Light Compact, reported that they are in the process of moving out of the Barnstable facility to a place on White's Path. She noted that the Cape Light Compact is an intervener and is actively following the case with Eversource as discussed by Mr. Cole.

CONSENT AGENDA

- A. Approve the appointment of Theodore R. Monteiro IV to the position of full-time Emergency Telecommunication Dispatcher with the Harwich Police Department effective June 18, 2017
- B. Approve new application for Class II and IV Auto Licenses for Richie's Garage
- C. Approve Application from the Harwich Chamber of Commerce Charitable Foundation for their 8th Annual 5K Road Race
- D. Approve the new job description for part-time Videographer/Camera Operator
- E. Approve the petition by Eversource Energy to install conduit and one handhole to provide electric service to 18 Ocean Avenue
- F. Approve Annual Appointments for the Harwich Police Department for FY 18
- G. Approve Annual Selectmen's Miscellaneous Appointments for FY 18

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

OLD BUSINESS

- A. South Harwich Meeting House Draft License Agreement and User Agreements – Judy Ford

Mr. Clark stated that it was his understanding that we would do a License Agreement through the time in which construction was completed and then we would transition and he thought they could get together and discuss that. He asked that Ms. Ford provide an update as to where they are in the construction so that they can work on a Use Agreement 3-4 months prior to completion of construction to bring before the Board.

Ms. Ford said the original License Agreement was not only for construction but also for developing programs after completion of construction. She suggested that they would have an occasional 3-4 events per year to raise money for the building. She noted that they have always paid all the expenses for the building and it is not directed that they would continue to pay those bills going forward. She said he hoped user fees would go into a designated account that the Town would set up and the Town would pay the expenses going forward. Chairman MacAskill said he would prefer to grant a one year extension to the agreement. Mr. Clark said there are a couple of options including continuing with the private arrangements that have been made and the accounting would have to stay within that private arrangement. He noted that if we were to bring that back into the Town fold, and go through the accounting of the Town, there would be very little liability or organizational element that we would need other than the Friends group. He suggested that they meet and lay out the pros and cons of both approaches and bring this back to the Board. He further recommended a revolving fund. He stressed that the building needs to be completed and operational to go onto our property schedule. He stated that we can do a License Agreement to bridge the gap. Ms. Ford said they expect to be wrapping up very soon as they only have a couple of things left that they are working on. She said it will be done by the end of the year. She added that they have an offer from the Chatham Chorale to do a benefit concert for them in March and questioned if she would need to come back to get permission for that and Mr. Clark recommended doing a rental agreement for that. He said we could do a boiler plate agreement. Mr. Howell thanked Ms. Ford and all the volunteers for all their work on this project.

Mr. Howell moved to extend the License Agreement for one year. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

NEW BUSINESS

- A. Appointment of Barry Worth to the Utility and Energy Conservation Committee and revised Charge of the Committee – Larry Cole

Mr. Cole outlined the new proposed charge. Chairman MacAskill said that upon receipt of a Citizen's Activity Form, an interview would be scheduled for Mr. Worth. He said he saw no problem with the new charge. No action was taken.

TOWN ADMINISTRATOR'S REPORT

- A. Announcement – Chatham/Harwich IMA

Mr. Clark reported that he has put together as part of our financing plan a Bond Anticipation Note for the financing of the IMA. He noted that upon signing the IMA we owe just more than \$2,000,000 and we have to coordinate the signing event.

- B. Announcement – Update on Saquatucket Marina project on July 7

Mr. Clark reported that he met with Mr. Rendon and Mr. Cafarelli to go over the project. He noted that Mr. Rendon is away and asked that the Board reschedule this for July 10 to do a more complete overview with Mr. Rendon.

C. Non Resident Taxpayers Meeting August 7, 2017 including discussion of Beach #22

Mr. Clark reported that the Non-Resident Taxpayers Meeting is tentatively scheduled for August 7th and will include a discussion of Beach #22. He noted that we typically have people there to discuss beach permits, recreation programs, beach cleaning, and harbor related activities. Mr. Clark said he would handle the wastewater piece.

SELECTMEN'S REPORT

A. Recap of Harwich Cultural Council Meeting

Ms. Brown reported that she attended the Cultural Council meeting last Thursday and she was asked to give an update on the former Middle School. She said the Cultural Council is interested in participating in any ventures going forward. She reported that they held a reception on May 31 and gave out \$13,000 in grants to 24 recipients. She noted that they also discussed whether it would be feasible for them to meet at the Middle School down the road.

Mr. Howell recognized the passing of Debra Hemeon, daughter to Rose and former Selectman Barry Hemeon.

B. Committee Vacancy List

There was no discussion on this item.

ADJOURNMENT

The meeting adjourned at 7:14 p.m.

Respectfully submitted,

Ann Steidel
Recording Secretary

**MINUTES
SELECTMEN'S MEETING
GRIFFIN ROOM, TOWN HALL
MONDAY, JUNE 19, 2017
6:30 P.M.**

SELECTMEN PRESENT: Brown, Howell, Kavanagh, MacAskill

OTHERS PRESENT: Town Administrator Christopher Clark, Assistant Town Administrator Charleen Greenhalgh, Amy Bullock, Cyndi Williams, John Stewart, Judith Underwood, Sally Urbano, Bob MacCready, Randy Pond, and others.

Chairman MacAskill reported that the Board had just come out of Executive Session where they discussed strategy in preparation for negotiations with non-union personnel specifically for the Town Administrator's contract and no action was taken.

PUBLIC COMMENT/ANNOUNCEMENTS

Ms. Williams of the Chamber of Commerce reported on the upcoming Harwich 5K Road Race scheduled for June 24, 2017

CONSENT AGENDA

- A. Approve request for assistance from the Caleb Chase Fund
- B. Approve and sign Bond Anticipation Notes
- C. Approve the Purchase of Surplus Beach Sand and authorize Chair to sign
- D. Approve Committee Appointments as follows:

Carol Thayer	Council on Aging	3 Year Term
Joanne Lepore	Council on Aging	3 Year Term
Charlie Czeck	Wastewater Implementation Comm	3 Year Term
Tom Caruso	Treasure Chest Committee	3 Year Term
Matthew Cushing	Board of Health	unexpired term to 2018
Sandra Hall	By Law/Charter Review Committee	3 Year Term
Aaron Gingras	Agricultural Commission	3 Year Term
Roseanne Shapiro	Harwich Cultural Council	unexpired term to 2019
Paul Gazille	Bikeways Committee	3 Year Term
- E. Approve Annual Committee Re-Appointments
- F. Rescind appointment of Courtney West as member of Harwich Cultural Council
- G. Approve request for One-Day Beer & Wine License by Historical Society

Chairman MacAskill held Item D. Ms. Kavanagh moved to approve the balance of the Consent Agenda. Ms. Brown seconded the motion and the motion carried by a unanimous vote. With regard to Item D, Mr. Howell said we are in the process of trying to realign the appointments that have been made over the past 5 or 10 years so that they meet the Charter and that they wind up being staggered. Mr. Howell moved to approve Item D. Ms. Brown seconded the motion and the motion carried by a unanimous vote. Ms. Brown moved to appoint Ms. Kavanagh as Clerk Pro Tem. Mr. Howell seconded the motion and the motion carried by a unanimous vote. The Board then signed documents for the Bond Anticipation Notes (Item B).

OLD BUSINESS

A. Part-time Housing Coordinator and establishment of a Housing Trust

Mr. Clark asked to table this to a later date as he has information from Yarmouth that he would like to include for the July 10 meeting and the Board agreed.

B. Pleasant Bay Composite Nitrogen Management Analysis / Joint Resolution

Chairman MacAskill noted that this item will be taken up next week in a meeting prior to the One Cape Meeting. He noted that there were some suggestions for changes that were addressed by Ms. Ridley. He noted that he has run the document by CDM Smith who responded that this version just seems to commit Harwich to participate in the permit development process and review of cost efficient analysis and that the permit is being done so we should be at the table. Mr. Clark outlined the changes including that any collaboration that would be done needs to be done in accordance with our plan. He noted that we have a 208 plan that has already been submitted and approved. Chairman MacAskill said Ms. Ridley seems to have addressed the Board's concerns discussed at their previous meeting. He noted that his only other concern is that it is asking us to agree that their science and our science match and he has discussed this with the consultant today. Mr. Clark said that if they adopt our plan as a basis for our contribution then there is no issue, if they are adopting an alternate plan or a plan that their consultant has put together, he would have an issue with that.

C. Categorized Tax Title List

Mr. Clark said he would be working with the Collector/Treasurer to put together a revised and shortened list to bring back. He noted that he has categorized the tax list per the Board's request.

NEW BUSINESS

A. Joint Meeting with Harwich Housing Authority to nominate new member to fill vacancy

Housing Authority members John Stewart, Judith Underwood, Sally Urbano, and Randy Pond joined the Board and Ms. Urbano called their meeting to order. Chairman MacAskill explained that we advertised the vacancy May 4th and we did not have any applicants but subsequently we had an applicant, Mary Maslowski. He noted that Ms. Maslowski serves on our Planning Board as an alternate, is Chair of our Historic District Commission, has a law degree and has previously expressed interest in housing. He noted that Ms. Maslowski was not able to attend tonight as she had another obligation. Chairman MacAskill further reported that he received Mr. Stewart's letter dated May 13 indicating the Housing Authority's unanimous support of reappointing Mr. MacCready but he would at least like to put Ms. Maslowski's name out there for consideration.

Chairman MacAskill explained that Mr. MacCready has served on the Housing Authority since 2007 and subsequently been the Housing Authority's designee to the CPC Committee from 2008 until now and has been the Chairman since 2013. He said his own sense is that we should open the door for other volunteers when there is a chance to do so and a lot of committees have the same volunteers and no vacancies ever come up. Mr. Howell stated that given that any action they take tonight is likely to be temporary in nature, he would support the approach that Mr. MacAskill has brought forward. Ms. Kavanagh said that it is confusing but overall she thinks it is great to have a fresh set of eyes.

Ms. Urbano stated that they are at a disadvantage as Ms. Maslowski is not present and questioned if they are going to proceed without her. Chairman MacAskill said he is open to anything but he didn't see that they have to fill this tonight. Ms. Underwood said she would like to meet her and would feel much more comfortable. Mr. Pond said he would like to see Mr. MacCready carry on as he has been very effectual, he is one of the most knowledgeable people and it would be very good for the Housing Authority to have Mr. MacCready continue. Mr. Stewart said he would really like to see Mr. MacCready back on the Board considering that this is just a temporary appointment and the other members are all fairly new. Ms. Urbano agreed with Mr. Stewart's remarks and commented that there is a lot to take in. Chairman MacAskill responded that you can't get any experience unless you get on the committee. Mr. Clark said it is appropriate to have both applicants present and suggested that the Board reconvene on July 10. Mr. Howell moved to recess until July 10 at which point we can take up the discussion again. Ms. Underwood seconded the motion and the motion carried by a unanimous vote.

B. Amend the Personnel By-Law Plan for FY18 in keeping with union increases

At Mr. Clark's recommendation, Mr. Howell moved to adopt the schedule. Ms. Brown seconded the motion and the motion carried by a unanimous vote.

C. Wastewater Inter-Municipal Agreement with Chatham

Mr. Clark explained that we went through negotiations for an Inter-Municipal Agreement with Chatham which was agreed to by both sides prior to their respective Town Meetings. He noted that in our case it was adopted at Town Meeting as well as at the ballot as it was subject to a funding prerequisite, and Chatham voted it at their Town Meeting. He noted that both Boards have approved the agreement but haven't signed it and if the Board signs it, we will send it over to Chatham for them to execute on their side. He stated that the first payment of \$2.2 million is due upon execution of the document. The Board acknowledged that they will be signing it tonight and that a letter should be sent to Chatham indicating that they have done so.

TOWN ADMINISTRATOR'S REPORT

A. Updates:

1. West Harwich School

Mr. Clark reported that he had a staff meeting on the West Harwich School and discussed concepts that make sense including pump station or wastewater recharge site.

2. Old Rec Building

Mr. Clark reported that he met with Facilities Maintenance Manager Sean Libby. He noted that the Town had entered into a long term lease with the Harwich Junior Theater which is now the Cape Cod Theater Company. He explained that the lease indicated that the Town would provide certain work and as such he has asked Mr. Libby to provide an overview as to whether the work had been done and its status. He stated that the Cape Cod Theater Company had certain obligations as well, one of which was to provide revenue from their shows and we have made efforts to try to reach them and haven't been able to connect. Ms. Coppola pointed out that she has made contact with them and it was agreed that they do owe the Town money and they would be speaking with their accountant and will get back

to us. Chairman MacAskill asked Ms. Coppola to send Mr. Clark the information on what has been paid. Ms. Brown commented that she thought there was a requirement that we install an elevator and Mr. Howell, who noted that he served on the Board of the theater at the time, explained that there was discussion of an elevator but the cost was \$150,000 so we agreed to a concept of reasonable accommodation under the ADA in which they would switch back to the first floor for any classes that were held that required accommodation. Chairman MacAskill said he is looking forward to seeing the assessment and would like to have a conversation with them about going into the Middle School building.

3. Bank Street Harbormaster Building

Mr. Clark reported that Mr. Cafarelli has been tasked with putting together an RFP. He said we have run into a concern as when we did an evaluation of the building they weren't sure of the underground storage tank for fuel and whether it was still there. He noted that if we were to sell the building we would need to determine the remediation amounts for asbestos in the building. He said Mr. Cafarelli is working on the RFP and will outline the work that needs to be done. He noted that per Town Meeting, it will first be offered for conservation type purposes, where HCT is a direct neighbor, and secondarily as buildable lots.

4. Middle School Building Portable Classrooms

Mr. Clark stated that we need to get another call into the County as they had asked for the portable classrooms for training. Chairman MacAskill noted that we have had great success in renting out the first floor of the Middle School and questioned if we can rent out those units as well. Mr. Clark responded that the Board did vote to dispose of those and as such we disconnected the sprinkler system and started to prep them for their departure. Chairman MacAskill asked to find out from the Facilities Manager what it would cost to reconnect them as we are going to have to pay to get rid of them.

Mr. Clark provided a status report on the 4 Central Avenue bid and took questions from the Board regarding the possibility of adding a deed restriction and bringing it back to Town Meeting. Chairman MacAskill asked Mr. Clark to put the information into a memo for an Executive Session item.

Mr. Clark reported that he will be filling in as the Acting Director of Council on Aging pursuant to the Charter effective July 5. He noted that he is conducting a recruitment process.

SELECTMEN'S REPORT

Ms. Brown moved to adjourn at 7:27 p.m. Mr. Howell seconded the motion and the motion carried by a unanimous vote.

ADJOURNMENT

Respectfully submitted,

Ann Steidel
Recording Secretary



P.O. Box 101, South Harwich, MA 02661
508-432-3997 • E-mail: info@harwichconservationtrust.org
www.harwichconservationtrust.org



10 July 2017

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

Dear Board of Selectmen,

To celebrate 29 years of preserving special places in Harwich, the Harwich Conservation Trust (HCT) is pleased to announce the *Wildlands Music & Art Stroll* for the fifth year in a row which will be held Saturday, September 9th, from 1-4pm at HCT's Robert F. Smith Cold Brook Preserve in Harwich Port. Visitors will be shuttled to the event from the Monomoy High School parking area (with Selectmen approval) courtesy of Cape Destinations.

Last year, the Board of Selectmen and the Harbormaster granted permission for HCT to utilize the Harbormaster Workshop parking area located at #203 Bank Street as a drop-off point for event visitors, a temporary parking spot for volunteers and staff, and a place for two portable toilets courtesy of Nauset Disposal to be set-up the day before and removed the Monday after.

We respectfully ask you to consider granting the following requests:

1) We ask for your permission to utilize the Harbormaster Workshop parking area located at #203 Bank Street on Sept. 9, 2017 for the same purposes as listed above and for a temporary 20X40 tent installed at the Cold Brook Preserve trail entrance by the Barnstable County Sheriff's office. The Harbormaster has granted permission (see Attachment B) for Sept. 9th. Please see certificate of insurance (Attachment A).

2) Permit fee waivers---

Also, we ask for you to grant an application fee waiver for the following permit application related to the event:

a) \$25.00 Application for Entertainment License

b) \$110.00 2- Temporary Tent Permits (Express Building Permit Application)

If you approve this fee waiver, then we will submit the application to the Building Dept.

3) ~~Permission to use Monomoy High School parking lot last year, HCT utilized this lot, and it worked out well for event guests. HCT has permission to use the High School Parking Lot (see Attachment C). See certificate of insurance (Attachment A).~~

4) Approve application for Entertainment License (see Attachment D).

About the Wildlands Music & Art Stroll event on Sept. 9th:

HCT will bring together local artists from the Guild of Harwich Artists and musicians for an afternoon filled with art, live acoustic music, ice cream, and a special appreciation for the preserved lands that protect woods, water, wildlife and our shared quality of life. Similar to last year, HCT will ask the Harwich Fire Department to provide two off-duty EMTs to be available at the site for the afternoon. Additionally, HCT will ask the Harwich Police Department to provide a police detail at #203 Bank St. to control traffic flow.

We believe that the concurrent attractions of both HCT's Wildlands Music & Art Stroll and the Town's Cranberry Harvest Festival Beach Day will work together to bring a significant number of visitors to Harwich for the afternoon and evening, and will allow us to enhance promotion of our local offerings. We have consulted with the Harvest Festival Committee in the past, and they have agreed that the events are mutually beneficial.

We thank you for your support over the years regarding HCT's land-saving efforts. We hope you'll join us at the Wildlands Music & Art Stroll on Sept. 9th from 1pm-4pm. If you have questions, please call Matt Cannon, HCT's Director of Land Stewardship, at 508-432-3997, or email matt@harwichconservationtrust.org. Watch www.HarwichConservationTrust.org for more details.

Sincerely,



Matt Cannon

Director of Land Stewardship

ATTACHMENTS:

Attachment A: Certificates of insurance

Attachment B: Email from Harbormaster granting permission of use for #203 Bank St. parking area on June 21, 2017

Attachment C: Approval for use of Monomoy High School

Attachment D: Application for Entertainment License

Attachment E: Temporary Tent Permit (Express Building Permit Application)

Attachment A:
Certificates of insurance



HARWCON-01

CJIANG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2017

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

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

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Nawal Nasser
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: nnasser@alliant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Federal Insurance Company	NAIC # 20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Harwich Conservation Trust
 PO Box 101
 South Harwich, MA 02661

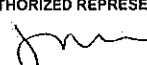
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	3535-21-74 EUC	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		7975-67-31	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	AD&D Accident Medica		6600-03-12	01/10/2017	01/10/2018	Aggregate 1,000,000
A	Non-Profit Director'		81709942	01/01/2016	01/01/2018	Maximum limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is an additional insured with respect to the General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Monomoy Regional School District 425 Crowell Road Chatham, MA 02633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.



HARWCON-01

CJIANG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2017

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

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

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc. 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Nawal Nasser	
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: nnasser@alliant.com ADDRESS: _____	
INSURED Harwich Conservation Trust PO Box 101 South Harwich, MA 02661	INSURER(S) AFFORDING COVERAGE INSURER A : Federal Insurance Company	NAIC # 20281
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

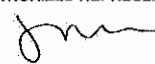
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		3535-21-74 EUC	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			7975-67-31	01/01/2017	01/01/2018	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
							Aggregate	\$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	AD&D Accident Medica			6600-03-12	01/10/2017	01/10/2018	Aggregate	1,000,000
A	Non-Profit Director*			81709942	01/01/2016	01/01/2018	Maximum limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is an additional insured with respect to the General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Monomoy Regional High School 75 Oak Street Harwich, MA 02645	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2014 ACORD CORPORATION. All rights reserved.

Attachment B:

Email from Harbormaster granting permission of use
for #203 Bank St. parking area on June 21, 2017

From: John Rendon [mailto:jrendon@town.harwich.ma.us]
Sent: Wednesday, June 21, 2017 9:59 AM
To: Michael Lach - Harwich Conservation Trust <mike@harwichconservationtrust.org>
Cc: Heinz Proft <hproft@town.harwich.ma.us>; Matt Cannon <matt@harwichconservationtrust.org>
Subject: RE: permission for event access, golf cart: Sept. 9, 2017

Mike,
No problem. Thanks.



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

From: Michael Lach - Harwich Conservation Trust [mailto:mike@harwichconservationtrust.org]
Sent: Monday, June 19, 2017 4:26 PM
To: John Rendon
Cc: Heinz Proft; Matt Cannon
Subject: permission for event access, golf cart: Sept. 9, 2017

Dear Harbormaster John Rendon,

Could Harwich Conservation Trust (HCT) have your permission on Saturday, Sept. 9, 2017 to use the parking lot at 203 Bank St. for access (pedestrians will be dropped off by Cape Destination shuttle buses and walk from there to the HCT event) to HCT's 5th Annual Wildlands Music & Art Stroll on HCT's neighboring 66-acre Preserve, and also borrow your golf cart for the day, which helps us efficiently shuttle between artist and musician locations? To refresh your memory about this event, please see the background below.

EVENT BACKGROUND:

Last September 2016, the Harwich Conservation Trust (HCT) hosted its 4th annual 'Wildlands Music & Art Stroll' in Harwich Port. The Wildlands Music & Art Stroll attracted more than 300 visitors who walked the trails of HCT's 66-acre Robert F. Smith Cold Brook Preserve listening to live folk, classical, jazz and other music played on a variety of instruments as well as watching art unfold by plein air painters from the Guild of Harwich Artists. The Harwich Historical Society even partnered by letting HCT borrow the now famous "Piano in the Woods" that was recovered from the Town Bell's Neck Conservation Lands back in 2009. We thank you and the Selectmen for granting permission last year for HCT to use #203 Bank St. (Harbormaster's Workshop property) as a place for visitors to access the event.

Besides being an innovative way to blend music, art and nature, we believe that the Wildlands Music & Art Stroll also added to the number of people that weekend who visited local restaurants and shops. HCT is planning the Wildlands Music & Art Stroll again for Saturday, Sept. 9, 2017.

As you know, the Board of Selectmen and you the Harbormaster manage the town-owned land located at #203 Bank St. For the past several years, the Selectmen have graciously allowed cars to park in a limited number of spaces at the Harbormaster's Workshop parking lot in order to access the walking trails at HCT's adjacent Preserve.

I ask for your permission to use that same location (Harbormaster's Workshop parking area at #203 Bank St.) as the main access point for two shuttles that will drop off and pick up visitors to the Wildlands Music & Art Stroll on Sept. 9, 2017 from noon-5pm. I will provide a certificate of insurance listing the Harbormaster and Town of Harwich as certificate holders. If I receive your permission, then I will ask for permission from the Selectmen as well.

Additionally, last year you gave us permission to use your golf cart, which allowed us to be properly equipped for emergencies and helped to provide access for people with disabilities. Because the golf cart was such an important feature of our event last year, we ask for your consideration to grant us permission to use it on Sept. 9th of this year as well.

Thank you for your consideration. We look forward to promoting art, music and walking trails in Harwich Port with the next Wildlands Music & Art Stroll.

Best regards,
Mike

Michael Lach
Executive Director
Harwich Conservation Trust
ph: 508-432-3997
www.harwichconservationtrust.org

Attachment C:

Approval for use of Monomoy High School parking
area

From: SchoolDude Message Center
To: matt@harwichconservationtrust.org; rtravers@monomoy.edu; kisernio@monomoy.edu; erelly@monomoy.edu; kguillemette@monomoy.edu; kakelly@monomoy.edu; igirolamo@monomoy.edu; gpetracca@monomoy.edu; csteinruck@monomoy.edu; bburkhead@monomoy.edu; akosloski@monomoy.edu
Subject: Your requested schedule is activated.(Event:Wildlands Music and Art Stroll)
Date: Thursday, December 15, 2016 9:09:34 AM

(This message is to notify you of a new schedule request.)

The facility schedule request listed below is approved and activated.

FS Schedule ID: 3578
Event Title: Wildlands Music and Art Stroll
Event Time: 12:00PM
Event Date: 9/9/2017
Event Setup Time: 12:00PM
Event Breakdown Time: 5:00PM
Status: Approved
Schedule State: Activated
Organization: Harwich Conservation Trust
Location: Monomoy Regional High School
Building:
Area(Buildings|Rooms): Parking Lot(Parking Lot MRHS)
Events:

Date : 9/9/2017
Start Time : 12:00 PM
End Time : 5:00 PM
Location : Monomoy Regional High School
Building :
Area : Parking Lot
Room(s) : Parking Lot MRHS

Attachment D:
Application for Entertainment License



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

APPLICATION FOR ENTERTAINMENT LICENSE

Weekday Entertainment (\$75) 1 day (\$25) New application
 Batters Box (\$50) *Request fee to be waived* Renewal
 Go Carts (\$50) Annual
 Miniature Golf (\$50) Seasonal
 Trampolines (\$25) Opening Date
 Theater (\$150 per cinema)
 Automatic Amusement:
 Juke Box (\$100 each)
 Video Games (\$100 each) Other

Business Name HARWICH CONSERVATION TRUST Phone 508-432-3997
Business Address 947 Route 28, S. HARWICH, MA 02661
Mailing Address P.O. Box 101, S. HARWICH, MA 02661
Owners Name & Address same as above
Email Address mike@harwichconservationtrust.org
Managers Name & Address Michael Lach - same as above

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (Please note this application does not cover Sundays. You can obtain a Sunday license application at the Selectmen's Office):

Saturday, September 9th 2017 from 1pm-4pm

ENTERTAINMENT TYPE: (Check all appropriate boxes)

Concert Dance ^{Art}Exhibition Cabaret Public Show Other
 Dancing by Patrons
 Dancing by Entertainers or Performers
 Recorded or Live Music
 Use of Amplification System
 Theatrical Exhibit, Play or Moving Picture Show
 A Floor Show of Any Description
 A Light Show of Any Description
 Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

Location adjacent to 203 BANK ST. Map 23 Parcel C1

At any time during this concert, dance exhibition, cabaret or public show, will any person(s) be permitted to appear on the premises in any manner or attire as to expose to the public view any portion of the body as described in Mass. General Laws Chapter 140, Section 183A, Para. 3.

___ Yes X No

If Yes, answer questions 1 through 4 below. Attach a separate sheet and/or exhibits if necessary:

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____
2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____
3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____
4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation Mon-Fri 9am-5pm

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

Michael Sach, EXECUTIVE DIRECTOR 04-6599166
Signature of applicant & title Federal I.D. #

Signature of individual or corporate name Federal I.D. #

Signature of Manager Federal I.D. #

Signature of Partner Federal I.D. #

REGULATORY COMPLIANCE FORM

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

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

[Signature]
Police Department

comments:

DAVE LeBLANC,
Deputy Fire Chief

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

Attachment E:

Temporary Tent Permit (Express Building Permit
Application)

\$55.00 Non-refundable Fee PER checked box.

Amount/Check# _____

Date Issued: _____

Town of Harwich



MUST COMPLY WITH ALL APPLICABLE ZONING BY LAWS AND CODES

PERMIT # _____

EXPRESS BUILDING PERMIT APPLICATION NON-STRUCTURAL PROJECTS

SITE INFORMATION:

PROJECT SITE: ROBERT F. SMITH COLO BROOK PRESERVE ESTIMATED COST: \$ -0-

ASSESSOR'S MAP & PARCEL #: 23-C1 HISTORIC DISTRICT: YES _____ NO X

PROJECT INFORMATION: HOMEOWNER'S AFFIDAVIT REQUIRED IF OWNERS ARE DOING THEIR OWN WORK

APPLICANT NAME (PRINTED): HARWICH CONSERVATION TRUST DEBRIS DISPOSAL (MGL 40 §54)

APPLICANT SIGNATURE: _____ DATE: _____

RESIDENTIAL COMMERCIAL

RE-ROOF: # _____ SF *Strip Existing? Y or N* SIDEWALL# _____ SQS. INSULATION IN

REPLACE DOORS: # _____ AND / OR WINDOWS: #'s _____

OTHER - DESCRIBE PROJECT: No Cooking

No Electrical

DEBRIS DISPOSAL LOCATION (MGL 40 §54) _____

TENTS: **REQUIRES CONSERVATION SIGN OFF PRIOR TO SUBMITTAL:** ✓ Any Number

*The applicant is directed to contact DIG-SAFE at 811 as required

SETBACK INFORMATION - 25' ON ALL STREET FRONTAGES; 20' FROM SIDE AND REAR LOT LINES

Attach Fire Grading Certificate and Seating/set up Plans WITH mean of egress

DIMENSIONS: 40' x 40' SET UP DATE: Sept. 8, 2017

MAX. OCCUPANCY LOAD: _____ TAKE DOWN DATE: Sept. 11, 2017

LEGAL OWNER INFORMATION:

LEGAL OWNER NAME: HARWICH CONSERVATION TRUST TELEPHONE: 508-432-3997

LEGAL MAILING ADDRESS: P.O. Box 101 TOWN/STATE/ZIP: S. HARWICH, MA 02661
947 Route 28

LEGAL OWNER'S AUTHORIZATION: Michael Furb DATE: 6/20/17
(required before issue of permit)

CONTRACTOR INFORMATION:

All building permits issued for work covered by MGL c.142A are required to contain the Registration Number of the registered home improvement contractor. Persons contracting with unregistered contractors do not have access to the guaranty fund as set forth in MGL c.142A

CONTRACTOR NAME: ABOVE-ITCT ADDRESS: _____

TELEPHONE: _____ CELL: _____

LICENSE #: _____ H. I. REG #: _____

DEPARTMENT USE ONLY

\$55.00 Non-refundable Fee PER checked
box.

Amount/Check# _____

Date Issued: _____

Town of Harwich



MUST COMPLY WITH ALL
APPLICABLE ZONING BY LAWS AND
CODES

PERMIT # _____

**EXPRESS BUILDING PERMIT APPLICATION
NON-STRUCTURAL PROJECTS**

SITE INFORMATION:

PROJECT SITE: Robert F. Smith Coldbrook Preserve ESTIMATED COST: \$ - 0 -
Harbourmaster's Parking Area
ASSESSOR'S MAP & PARCEL #: 23-B2-7 HISTORIC DISTRICT: YES _____ NO X

PROJECT INFORMATION: HOMEOWNER'S AFFIDAVIT REQUIRED IF OWNERS ARE DOING THEIR OWN WORK

APPLICANT NAME (PRINTED): HARWICH CONSERVATION TRUST DEBRIS DISPOSAL (MGL 40 §54)

APPLICANT SIGNATURE: _____ DATE: _____

RESIDENTIAL COMMERCIAL

RE-ROOF: # _____ SF Strip Existing? Y or N SIDEWALL# _____ SQS. INSULATION IN

REPLACE DOORS: # _____ AND / OR WINDOWS: #'s _____

OTHER - DESCRIBE PROJECT: No cooking
No electrical

DEBRIS DISPOSAL LOCATION (MGL 40 §54) _____

TENTS: **REQUIRES CONSERVATION SIGN OFF PRIOR TO SUBMITTAL:** ✓ Amy Mush

*The applicant is directed to contact DIG-SAFE at 811 as required

SETBACK INFORMATION - 25' ON ALL STREET FRONTAGES; 20' FROM SIDE AND REAR LOT LINES

Attach Fire Grading Certificate and Seating/set up Plans WITH mean of egress

DIMENSIONS: 20' x 40' SET UP DATE: Sept. 8, 2017

MAX. OCCUPANCY LOAD: _____ TAKE DOWN DATE: Sept. 11, 2017

LEGAL OWNER INFORMATION:

LEGAL OWNER NAME: HARWICH SELECTMEN TELEPHONE: _____

LEGAL MAILING ADDRESS: _____ TOWN/STATE/ZIP: _____

LEGAL OWNER'S AUTHORIZATION: _____ DATE: _____
(required before issue of permit)

CONTRACTOR INFORMATION:

All building permits issued for work covered by MGL c.142A are required to contain the Registration Number of the registered home improvement contractor. Persons contracting with unregistered contractors do not have access to the guaranty fund as set forth in MGL c.142A

CONTRACTOR NAME: ABOVE-HCT ADDRESS: _____

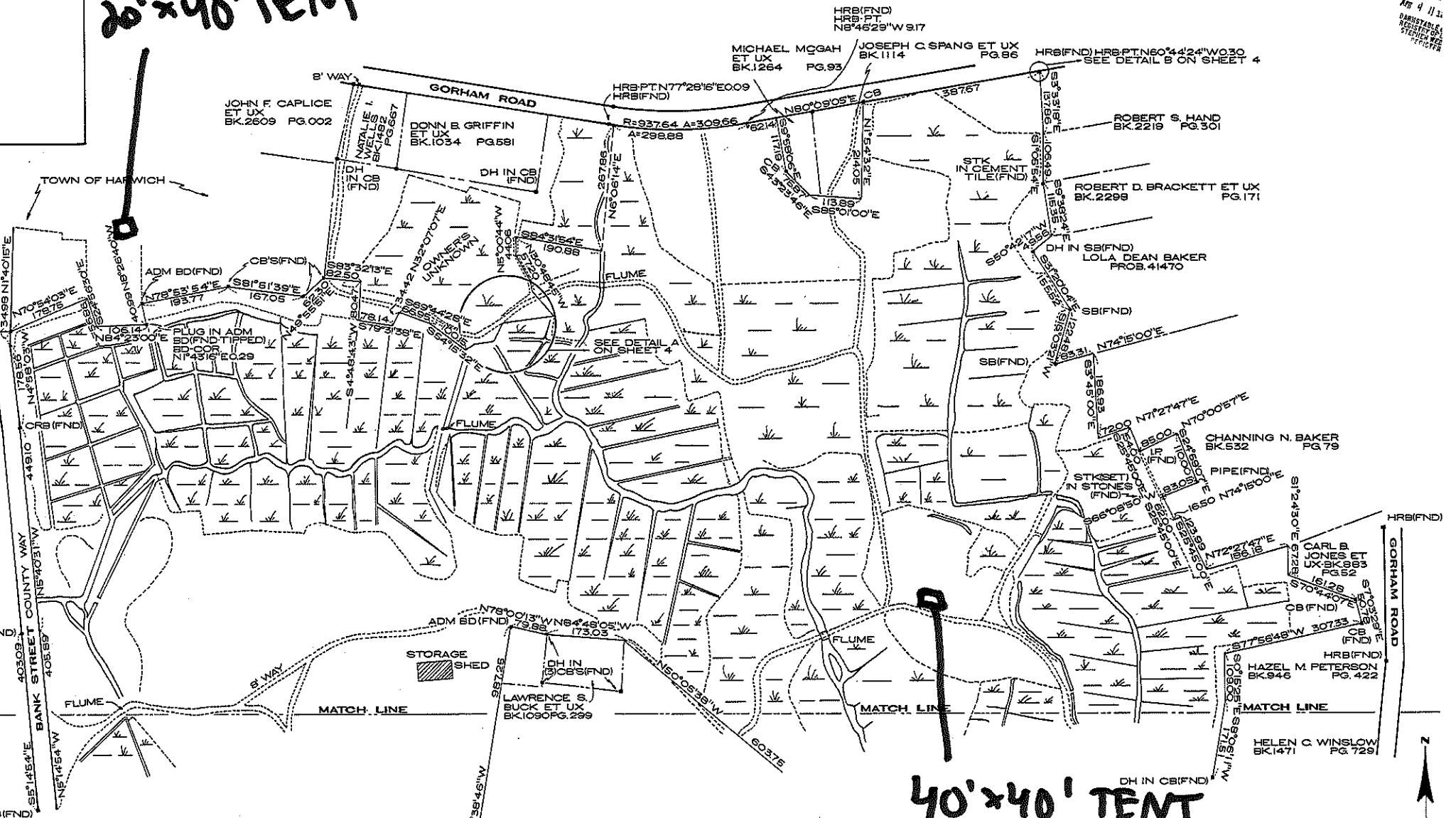
TELEPHONE: _____ CELL: _____

LICENSE #: _____ H. I. REG #: _____

DEPARTMENT USE ONLY

20' x 40' TENT

RECORDED
MAR 4 11 11
CHRISTIANA A.
REGISTERED
SURVEYOR
STEVENS WES
PERCIVAL



PLAN OF LAND IN HARWICH, MASS.

FOR WILJOLES LANDS

FEBRUARY 15, 1990 SCALE: 1" = 100'

S. R. SWEETSER
ENGINEER
97 SEA STREET
DENNISPORT, MASS.
HC352 - C2894



I CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

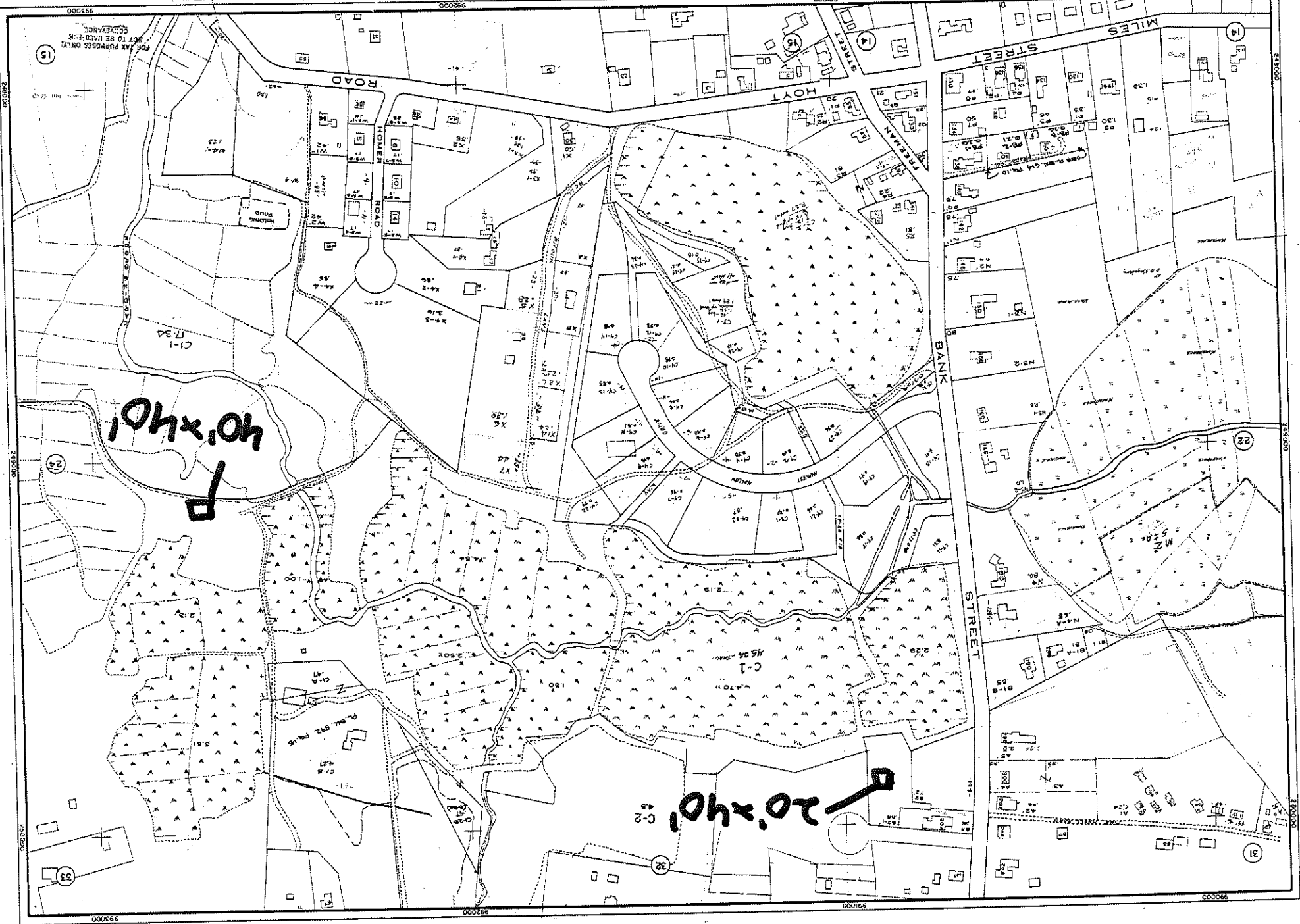
DATE, FEBRUARY 15, 1990

Stanley R. Sweetser
REGISTERED LAND SURVEYOR

I CERTIFY THAT THE PREPARATION OF THIS PLAN HAS CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

DATE, FEBRUARY 15, 1990

Stanley R. Sweetser
REGISTERED LAND SURVEYOR



FOR TAX PURPOSES ONLY
NOT TO BE USED FOR
CONVEYANCE

15

24

33

14

22

31

32

99000

66000

33000

00000

00000

33000

66000

99000



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): HARWICH CONSERVATION TRUST
 Address: 947 Route 28 P.O. Box 101, S. Harwich, MA
 City/State/Zip: S. Harwich, MA 02661 Phone #: 508-432-3997

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
- 3. I am a homeowner doing all work myself. [No workers' comp. insurance required.] †
- 4. I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
- 5. I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
- 6. We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(4), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

- 7. New construction
- 8. Remodeling
- 9. Demolition
- 10. Building addition
- 11. Electrical repairs or additions
- 12. Plumbing repairs or additions
- 13. Roof repairs
- 14. Other: _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: Barnstable County Sheriff-Self Insured

Policy # or Self-ins. Lic. #: _____ Expiration Date: _____

Job Site Address: _____ City/State/Zip: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under MGL c. 152, §25A is a criminal violation punishable by a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. A copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Michael Jack Date: 6/20/17

Phone #: 508-432-3997

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
- 6. Other _____

Contact Person: _____ Phone #: _____

Sign X

IMPORTANT DOCUMENT

Certificate of Flame Resistance

SECTION
AP. ION
NUMBER



ISSUED BY
EVANSVILLE, INDIANA 47725
MANUFACTURERS OF THE FINISHED
TENT PRODUCTS DESCRIBED HEREIN

Date of Shipment 08/05/04
Tent Identification 03902404

F121.4

This is to certify that the materials described have been flame-retardant treated (or are inherently noninflammable) and were supplied to:

76980
BARNSTABLE COUNTY CORRECTIONAL
6000 SHERIFF'S PLACE

BOURNE MA 02532

20 X 40

Certification is hereby made that:

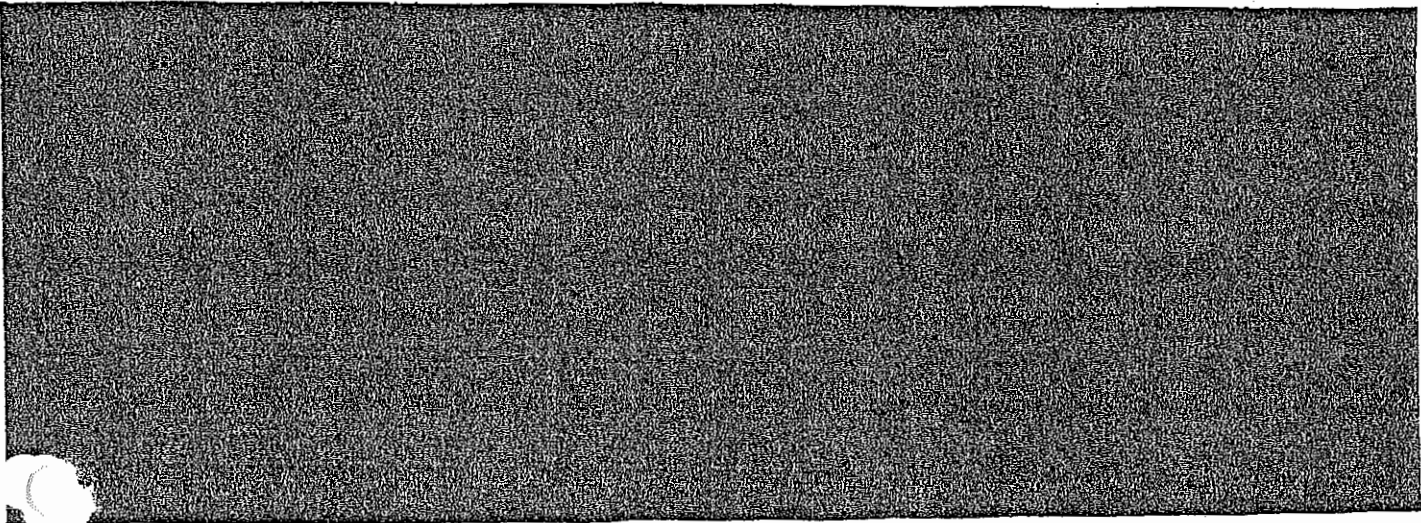
The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshal Code. All fabric has been tested and passes NFPA 701-99, CPAI 84, ULC 109.

Serial #	8002100 (1)
Description of item certified:	FIESTA TOP 20WX40 WHITE VINYL

Flame Retardant Process Used Will Not Be Removed By Washing And Is Effective For The Life Of The Fabric

JOHN BOYLE STATESVILLE NC

Signed: *[Signature]*
SPECIAL EVENTS DIVISION - ANCHOR INDUSTRIES INC.



IMPORTANT DOCUMENT
Certificate of Flame Resistance

ISSUED BY



Date of Shipment
07/07/10

Tent Identification
14877530

Registration Number
140.1

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently noninflammable) and were supplied to:

BARNSTABLE COUNTY CORRECTIONAL FACILITY
6000 SHERIFF'S PLACE
BOURNE, MA 02532

40 X 40



Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshall Code. All fabric has been tested and passes NFPA 701, CPAI 84.

Serial #

8108890C (1)

Description of item certified:

CENT MATE EXP END 40X20 SNYDER
WHITE WITH "BARNSTABLE" LOGO

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

SNYDER MFG NEW PHILADELPHIA, OH
Name of Applicator of Flame Resistant Finish

Signed:


ANCHOR INDUSTRIES INC

IMPORTANT DOCUMENT
Certificate of Flame Resistance

ISSUED BY



Date of Shipment
07/07/10

Registration Number
12110

Tent Identification
14877530

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

BARNSTABLE COUNTY CORRECTIONAL FACILITY
6000 SHERIFF'S PLACE
BOURNE, MA 02532

40X40



Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshall Code. All fabric has been tested and passes NFPA 701, CPAI 84.

Serial #

8106402 (8)

Description of item certified:

TENT WALL L&S2 6'10X22 WITH
2 CATHEDRAL WINDOW WALLS

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

TRIVANTAGE STATESVILLE NC

Name of Applicator of Flame Resistant Finish

Signed:


ANCHOR INDUSTRIES INC

IMPORTANT DOCUMENT
Certificate of Flame Resistance

ISSUED BY



Date of Shipment
07/07/10

Tent Identification
14877530

Registration Number
140.1

EVANSVILLE, INDIANA 47725

MANUFACTURERS OF THE FINISHED TENT PRODUCTS DESCRIBED HEREIN

This is to certify that the materials described have been flame-retardant treated (or are inherently nonflammable) and were supplied to:

BARNSTABLE COUNTY CORRECTIONAL FACILITY
6000 SHERIFF'S PLACE
BOURNE, MA 02532

40 X 40



Certification is hereby made that:

The articles described on this Certificate have been treated with a flame-retardant approved chemical and that the application of said chemical was done in conformance with California Fire Marshall Code. All fabric has been tested and passes NFPA 701, CPAI 84.

Serial #

8108985 (1)

Description of item certified:

CENTURY MATE EXPANDABLE END
40WX20 SNYDER WHITE VINYL

**Flame Retardant Process Used Will Not Be Removed By
Washing And Is Effective For The Life Of The Fabric**

SNYDER MFG NEW PHILADELPHIA, OH

Name of Applicator of Flame Resistant Finish

Signed:

A. Clark
ANCHOR INDUSTRIES INC

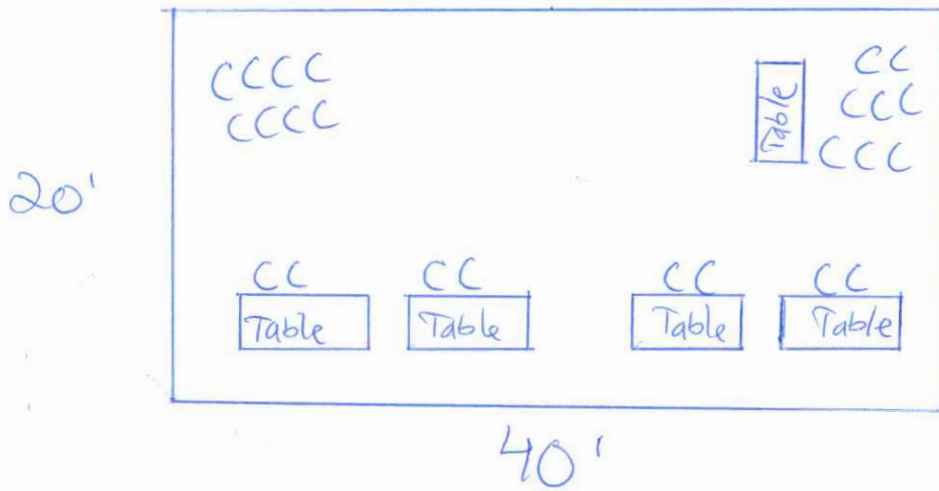


- Tax Parcels
- 2013-2014 Color Orthos (USGS)
- Tax Parcels for Query
- Detailed Features
- Structures

WILDLANDS MUSIC & ART STROLL TENT

COLD BROOK PRESERVE

PARKING AREA TENT



C = Chairs

☆ Open Sides

20' x 40' TENT

40 x 40 TENT



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Town of Harwich (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF
Legal Address: (W-9, W-4,T&C): 732 Main Street, Harwich, MA 02645	Business Mailing Address:
Contract Manager: Chris Clark, Town Administrator	Billing Address (if different):
E-Mail: cclark@town.harwich.ma.us	Contract Manager: Sean Powers
Phone: 508-430-7513 Fax:	E-Mail: powersse@dor.state.ma.us
Contractor Vendor Code: VC6000191822	Phone: 617-626-2345 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)	MMARS Doc ID(s):
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____, Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>5,000</u> .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 133 of the Acts of 2016, Section 2, Item 1599-0026, to the Town of Harwich for the costs associated with performing a Comprehensive Annual Financial Report (CAFR).	
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 <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2019</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>7/11/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Christopher Clark</u> Print Title: <u>Town Administrator</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 seven (7) years beginning on the first day after the final payment

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

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

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 809 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

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

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

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

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

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

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

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

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

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

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 9B and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act), Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 9B and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

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

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

GRANT AGREEMENT

This Grant Agreement ("Agreement,") is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Harwich ["Grantee,,"] acting through its Town Administrator.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$5,000 authorized under Chapter 133 of the Acts of 2016, Section 2, Item 1599-0026 ["Act,,"] for the costs associated with performing a Comprehensive Annual Financial Report. ["Project,,"].

EOAF agrees to make the funds ["EOAF Grant,,"] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth's provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant will assist the town with the costs associated with a Comprehensive Annual Financial Report.

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 133 of the Acts of 2016, Section 2, Item 1599-0026; and any other information EOAF may require.

One hundred percent of the grant award, or \$5,000, will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than June 30, 2019.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by June 30, 2019. Grantee will forfeit any remaining award unused after June 30, 2019. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME : *Town of Harwich*
CONTRACTOR VENDOR/CUSTOMER CODE:


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

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

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

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

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


Signature *Michael D. MacAskill*

Date:

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

Fax: *(508) 432-5039* Email: *mmacaskill@townofharwich.us*

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Town Administrator

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, Antonia Indrietta (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:

July 11, 20 17.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: _____ (signature)

Print Name:

Title:

Date:

(Check One): Organization Individual

Full Legal Organization or Individual Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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



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 

DATE: July 13, 2017

RE: Recommendation for Drainage Contract Award

On July 6, 2017, we conducted a public bid opening for the installation of drainage structures within the Town of Harwich and opened four bids, ranging in price from \$236,500 to \$581,438. Based upon my review of the submitted bids and specifications, I am recommending that you award the low bidder, Robert B. Our Company, Inc., the contract in the amount of \$236,500. The Robert Our Co. has a reputation of professionalism and integrity in the industry and has an extremely favorable work history in Town of Harwich. Attached please find the Drainage Bid Opening Minutes and a contract for your review.

Thank you for your consideration in this matter.

Attachments: Drainage Bid Opening Minutes
Drainage Contract

cc: Chris Clark, Town Administrator

Bid Opening Minutes

Catch Basins Replace and Installation

Thursday, July 6, 2017

At 2:00 P.M., in the presence of Elaine Banta and representatives from bidders, Chris Nickerson received and opened sealed bids to replace and install catch basins for the Department of Public Works.

Results of the bid opening were as follows:

Company Name	Bid Price
Robert B. Our Co., Inc.	\$236,500
Bortolotti Construction	\$377,375
GFM Enterprises	\$434,500
A J Virgilio Construction	\$581,438

The bids were taken under advisement for recommendation from the DPW Director to the Board of Selectmen for award of contract at a later date.

The bid opening was adjourned at 2:05 pm

Notes by: Elaine Banta

Town of Harwich
Contract Agreement
Catch Basin Replacement & Installation
(Unit Price Work)

THIS AGREEMENT, made this 24th day of July, 2017, by and between the Town of Harwich, Massachusetts, hereinafter called (“OWNER”), acting by and through its Board of Selectmen, and Robert B. Our Co., Inc., hereinafter called (“CONTRACTOR”), with a business address of 24 Great Western Road, P.O. Box 1539, N. Harwich, MA 02645.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The CONTRACTOR will execute the Contract and provide Performance and Payment Bonds within five (5) working days of Notice of Award for Catch Basin Replacement and Installation (Unit Price Work).
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein. The Town of Harwich reserves the right to extend the Contract under the same terms, conditions, and estimated quantities for a period of one (1) year from the date of expiration. The Contract may be extended for a second one (1) year period under the same terms, conditions, and estimated quantities by mutual agreement between the OWNER and CONTRACTOR from the date of expiration.
3. The CONTRACTOR will commence the work required by the Contract Documents beginning August 14, 2017 or within ten (10) calendar days after a date to be specified in the Notice to Proceed.
4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and to comply with the terms therein for the sums shown in the Form for General Bid, from commencement to completion.
5. The following, together with the Agreement, form the Contract, and all are as fully a part of the Contract as if attached to this agreement or repeated herein: the Advertisement, Invitation for Bids, Contract Documents (Instructions to Bidders, General Conditions, Special Provisions, Form of General Bid and measurement and Payment) and all appendixes, Addenda, and Modifications issued after execution of the Contract. Terms used in this Agreement, which are defined in the Conditions of the Contract, shall have the meaning designated in those Conditions. The term “Contract Documents” shall also mean and include the following:
 - Bid Bonds (5%)
 - Notice of Award

- Performance Bond (100%)
- Payment Bond (100%)
- Change Orders (if any)
- Certificate of Substantial Completion
- Certificate of Final Payment and Completion of Work
- Addenda (if any)

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the Contract Conditions, such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Change Orders – The Harwich Board of Selectmen, as OWNER, is the only authority which may authorize, in writing, change orders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their authorized officials, the Agreement in three (3) copies, each of which shall be deemed an original on the date first written above.

FOR Contractor

FOR the Town of Harwich

Authorized signature

Date



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 

DATE: July 17, 2017

RE: Award of C&D Trailer Contract

At a public bid opening on July 13, 2017, conducted by Bob Cafarelli, Town Engineer, and Paul Sweetser, Town Surveyor, they opened one (1) bid for one new open top C&D ejector trailer. Attached please find the Bid Opening Minutes and legal ad for your review. Based on my evaluation of the submitted bid, I am recommending that a contract be awarded to KNL Holdings, LLC, in the amount of \$69,101. Article 21 of the May 1, 2017, Town Meeting, provided \$75,000 for this purpose.

Although it is unusual to only have a single bidder respond to an Invitation for Bids, ejector trailers are specialized equipment and somewhat uncommon. Further, we purchased a MSW trailer last fiscal year from KNL Holdings where there were three bidders, with KNL presenting the lowest bid that met minimum advertised specifications. We have been using the new trailer for a few months now and have been pleased with it thus far.

Thank you for your consideration in this matter.

Cc: Chris Clark, Town Administrator

Attachments: Bid Opening Minutes
Trailer Ad
Owner-Contractor Agreement

Bid Opening Minutes
Thursday, July 13, 2017
EJECTOR TRAILER BID

At 2:10 P.M., July 13, 2017, in the presence of Paul Sweetser, Bob Cafarelli received and opened sealed bids for the New Ejector Trailer for the Highway Department.

One bid was submitted:

Company Name	Bid Price
KNL Holdings, LLC	\$69,101

The paperwork for the bid appeared to be in order.

The funds for this trailer were appropriated in Article 21 of the May 1, 2017 Town Meeting. The trailer was estimated to be \$70,000 of the \$390,000 appropriation.

The bid was taken under advisement for review and recommendation by the Highway Department to the Board of Selectmen for award of contract at a later date.

The bid opening was adjourned at 2:15 pm

Notes by: Bob Cafarelli, Town Engineer

**TOWN OF HARWICH
INVITATION FOR BIDS
ONE (1) NEW 2017 100 CUBIC YARD STEEL EJECTOR OPEN TOP TRAILER
FOR THE DEPARTMENT OF PUBLIC WORKS**

Sealed bids for one **(1) new 2017 100 cubic yard steel ejector open top trailer** for the Department of Public Works will be received at the Office of the Town Administrator, Town Hall, 732 Main Street, Harwich, MA 02645 until 2:00P.M., Thursday, July 13, 2017, at which time all bids will be publicly opened and read. Bids received after this time will be rejected. Delivery of the bids will be at the bidders expense. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the bidder. All bids must be submitted in duplicate and placed in one sealed envelope clearly marked: "Bid for Ejector Trailer – DPW".

Information for bidders, bid forms, specifications and other contract documents may be examined or obtained at the above office Monday through Friday, from 8:30 A.M. to 4:00 P.M. or by calling (508) 430-7513. All inquiries relative to this Invitation for Bids are to be directed to Lincoln Hooper, DPW Director at (508) 430-7555.

The Town of Harwich reserves the right to reject any and all bids if it determines that such bid does not represent persons competent to perform the work specified, or that only one bid was received and the price is not reasonable for acceptance without competition. The Board of Selectmen reserves the right to waive any informalities. The bid process and award of contract are made in conformity with M.G.L. c30B, unless otherwise stated.

Chris Clark
Town Administrator

Cape Cod Chronicle: 06/29/17
Posted: 06/29/17
Combuys: 06/22/17

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this twenty fourth day of September, 2017 by the Town of Harwich, Massachusetts, hereinafter called the "Owner" and KNL Holdings, LLC, hereinafter called the "Contractor." WITNESSETH, that the Owner and the Contractor for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK:

The Contractor shall perform all the work required to furnish and deliver to the Town of Harwich one 95 cubic yard steel ejector open top trailer described and specified herein. The location of trailer delivery is the Harwich Public Works Building at 273 Queen Anne Road.

ARTICLE 2. TIME OF COMPLETION:

Delivery shall not exceed 180 days from award of contract.

ARTICLE 3. THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order the Contract Sum of (\$69,101).

The above sum represents the cost of the delivered new trailer

ARTICLE 4. THE CONTRACT DOCUMENTS:

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

ARTICLE 5. CONTRACT TERMINATION:

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

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

ARTICLE 6. ASSIGNMENT:

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

ARTICLE 7. AMENDMENTS:

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

ARTICLE 8. INDEMNIFICATION:

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

ARTICLE 9. APPROPRIATION:

This Agreement is subject to appropriation.

ARTICLE 10. DISCRIMINATION:

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

The undersigned, Carol Coppola, in compliance with the Commonwealth of Massachusetts General Laws (Ter. Ed) Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available out of Account Number 01421A2 617021

Carol Coppola, Finance Director/Town Accountant

CONTRACTOR:

THE TOWN:

Company Name:

Harwich Board of Selectmen

Signed By:

Title:

Date:

ATTEST:

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*
Charleen L. Greenhalgh, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

July 17, 2017

Elaine M. Zaiatz
[Redacted]
[Redacted]
[Redacted]

Dear Ms. Zaiatz:

We would like to offer you the position of Assistant Assessor for the Town of Harwich. I look forward to your positive contributions to our community.

This conditional offer letter confirms our understanding of your pre-employment terms with the Town as follows:

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on July 24, 2017. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed. Please contact Donna Molino in the Assessor's Office.
- Successful completion of a C.O.R.I check.

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

Your position title will be Assistant Assessor and your starting date is August 7, 2017. This position is included in the Harwich Employees Association and your employment is subject to the rights and obligations included in the contract, which you have already received. Your starting salary will be \$28.37 per hour (Grade 9, Step 3).

Again, we are delighted that you are joining the Town's professional staff. Please feel free to contact me if you have any questions prior to beginning work.

Sincerely,

Christopher Clark
Town Administrator

Elaine M. Zaiatz 7-17-17
Elaine M. Zaiatz Date

CC: Board of Selectmen Town Treasurer/Collector
Town Accountant/Finance Director
Assessing Director

MEMO

TO: Board of Selectmen

FROM: Sandy Robinson, Administrative Secretary
Selectmen/Administrator's Office

RE: Re-Appointment

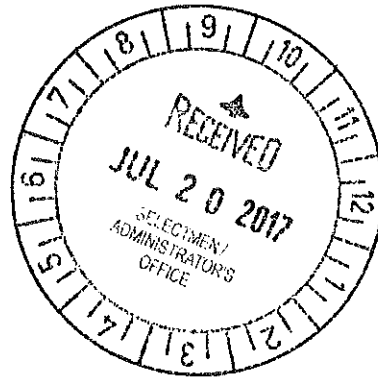
DATE: July 24, 2017

At the Selectmen's meeting held on Monday, June 19, 2017, the Board voted to approve the re-appointment of Robert Bradley as the Historic District/Historical Commission's representative to the Community Preservation Committee.

The Historic District/Historical Commission (HDHC) did not take a vote on whether or not to re-appoint Mr. Bradley as their representative to the Community Preservation Committee. Consequently, the appointment of Robert Bradley to the Community Preservation Committee should be rescinded until such time as the HDHC takes a vote on the matter.

CC: Planning Board

Town of Harwich
Historic District and Historical Commission
732 Main Street
Town Hall
Harwich, MA 02645



Hon. Michael MacAskill, Chairperson
Town of Harwich
Board of Selectmen
732 Main Street, Town Hall
Harwich, MA 02645

Re: Appointment of HDHC Member to the Community Preservation Committee

Dear Selectman MacAskill:

Please be advised that the Historic District and Historical Commission met on June 19, 2017 and voted to elect Joseph Powers as its representative to the Community Preservation Committee for Fiscal 2018 year.

The Historic District and Historical Commission is asking the Board of Selectmen to take action at its next meeting to confirm Mr. Powers so that he may be sworn in by the Town Clerk and serve during this year's round of CPC applications.

Should you have any questions, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mary A. Maslowski".

Mary A. Maslowski
Chairperson, HDHC

Cc: Anita Doucette, Town Clerk



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

THOMAS A. GAGNON
Deputy Chief

Memorandum

TO: Board of Selectmen

Christopher Clark
Town Administrator

FROM: David J. Guillemette
Chief of Police

A handwritten signature in blue ink, appearing to read "D. Guillemette", is written over the "FROM:" line.

DATE: July 18, 2017

SUBJECT: Application for a Transfer of License for The Commodore Inn Ltd.
d/b/a Raspberries Restaurant, Richard Jones, Manager to 30 Earle
Road LLC d/b/a The Commodore Inn, John Foley, Manager

The Police Department has no objections regarding the Application for a Transfer of License. A background investigation of the proposed individual(s) indicates no liquor code violations or disqualifying history.

If you have any questions or need further clarification, please feel free to contact me at your earliest convenience.

NOTICE OF PUBLIC HEARING
TOWN OF HARWICH
BOARD OF SELECTMEN
APPLICATION FOR LIQUOR LICENSE
TRANSFER OF LICENSE

Notice is hereby given under Chapter 138 of the General Laws as amended that application has been made to this Board for a transfer of the Seasonal, Common Victualler, All Alcoholic Beverages License now held by The Commodore Inn, Ltd. d/b/a Raspberries Restaurant, 30 Earle Road, West Harwich, MA 02671, Richard Jones, Manager to 30 Earle Road LLC d/b/a The Commodore Inn, 30 Earle Road, West Harwich, MA 02671, John Foley, Manager, on the following described premises located at 30 Earle Road, West Harwich, MA: 868 sq. ft. indoor dining area, 4,800 sq. ft. outdoor area, 4 entrances and exits.

The Board of Selectmen will hold a hearing upon the application on Monday, July 24, 2017 no earlier than 6:30 p.m. in the Donn B. Griffin Room at Town Hall, 732 Main Street, Harwich, at which time all interested parties will be heard.

Board of Selectmen
Local Licensing Authority

Cape Cod Times
Cape Cod Chronicle
July 13, 2017



July 10, 2017

Mr. Daniel McNamara
30 Earle Road LLC
d/b/a The Commodore Inn
30 Earle Road
West Harwich, MA 02671
c/o John Foley, Manager
john.commodoreinn@gmail.com

Re: Application for a Transfer of the Seasonal, Common Victualler, Alcoholic Beverages License

Dear Mr. McNamara:

This is to confirm that the Liquor Hearing on the above-referenced application is scheduled for Monday, July 24, 2017 no earlier than 6:30 P.M. in the Donn B. Griffin meeting room at Town Hall, 732 Main Street, Harwich.

Enclosed please find a copy of the Legal Notice to be advertised on Thursday, July 13, 2017 in the Cape Cod Times and Cape Cod Chronicle. You must send a copy of the Legal Notice to all abutters (list enclosed) by *certified mail, return receipt requested*, via U.S. Postal Service within three (3) days of publication. The return receipts must be brought to the hearing.

Please feel free to contact this office should you have any questions.

Sincerely,

Ann Steidel
Administrative Secretary

enclosures



TOWN OF HARWICH, MA
 BOARD OF ASSESSORS
 732 Main Street, Harwich, MA 02645

Abutters List Within 100 feet of Parcel 5/P3-9/0



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
1111	5-P1-28-0-R	TARCA PETER M & TARCA MAUREEN Q	11 SHORE ROAD EXT	128 SUDBURY RD	CONCORD	MA	01742
1113	5-P1-29-0-R	COSTELLO JOHN M & COSTELLO CHERYL C	13 SHORE ROAD EXT	2 WOODRIDGE RD	WELLESLEY	MA	02181
1114	5-P1-30-0-R	HUGHES JOHN M	17 SHORE ROAD EXT	121 SMITH RD	MILTON	MA	02186
1115	5-P1-31-0-R	MALLET LYNN M	21 SHORE ROAD EXT	60 GARFIELD AVE	NORWOOD	MA	02062
1107	5-P1-25D-0-R	HOOPER JOHN J & C/O DESCOMO CLARE ET AL	23 SHORE ROAD EXT	2104 WEST FIRST ST UNIT 2302	FORT MYERS	FL	33901
1130	5-P3-7-0-R	CECCA ROBERT A TRS ET AL CECCA EILEEN C TRS	7 MIDDLETON DR	7 MIDDLETON DR	W HARWICH	MA	02671
8117	5-P3-9-0-R	COMMODORE INN LTD C/O 30 EARLE ROAD LLC	30 EARLE RD	30 EARLE RD	W HARWICH	MA	02671
1134	5-P4-1-0-R	EVANS MARK W	1 SHORE ROAD LANDING	PO BOX 61101	LONGMEADOW	MA	01116
7790	5-P4-2-0-R	PATEY FREDRICK R & PATEY EVANGELINE M	3 SHORE ROAD LANDING	49 KENT ST APT 2	BROOKLINE	MA	02445
1135	5-P4-3-0-R	MCCREARY FREDERICK J JR TRS ET MCCREARY MARY ELLEN TRS	5 SHORE ROAD LANDING	PO BOX 425	W HARWICH	MA	02671



Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license New Transfer or the transfer of an existing license? If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation? If transferring, by what method is the license being transferred?

Yes No Chapter Acts of

3. LICENSE INFORMATION / QUOTA CHECK

City/Town On/Off-Premises

TYPE	CATEGORY	CLASS
<input type="text" value="§12 Hotel"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Seasonal"/>

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: Middle: Last Name:

Title: Primary Phone:

Email:

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
 B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
 C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Daniel McNamara	LLC Manager	50	
Kelley Anne McNamara	LLC Member	50	

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

Floor Number	Square Footage	Number of Rooms
Bldg A, 1 FL	5,940	8
Bldg B, 1 FL	3,648	11
Bldg C, 1 FL	2,640	8

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Name

Landlord Phone

Landlord Address

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: Yes No

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	30 Earle Road LLC	FEIN:	82-1825729
DBA:	The Commodore Inn	Fax Number:	
Primary Phone:	508-432-1180	Email:	mcnamaradan@me.com
Alternative Phone:	210-441-2074	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters)

Check here if your Business Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Mailing Address

Check here if your Mailing Address is the same as your Premises Address

Street Number:	25703	Street Name:	Creekside Cove
City/Town:	Boerne	State:	TX
Zip Code:	78006	Country:	USA

Is the Entity a Massachusetts Corporation?

Yes No

If no, is the Entity registered to do business in Massachusetts?

Yes No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? Yes No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? Yes No

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? Yes No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? Yes No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Director |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Landlord |
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Revenue Sharing |
| <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other |

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
3/04-3/14	Sales	AW HASTINGS	2 Pearson Way, Enfield Ct	800-966-2784
3/14-6/17	Sales	Mid Cape Home Center	S Dennis, MA	508-760-4400

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	2,835,000.00
B. Purchase Price for any Business Assets	165,000.00
C. Costs of Renovations/Construction	
D. Purchase Price of Inventory	
E. Initial Start-Up Costs	100,000.00
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	3,100,000.00

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Dan McNamara	1,000,000.00
Total:	1,000,000.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Broadway Bank	2,100,000.00	NO	
Total:	2,100,000.00		

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply)

License Stock / Beneficial Interest Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

A large, empty rectangular box with a thin black border, intended for providing additional information or clarifications.

APPLICANT'S STATEMENT

I, Daniel McNamara the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of 30 Earle Road LLC, hereby submit this application for liquor license transfer
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Daniel McNamara

Date: 7/6/2017

Title: Owner, Manager

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- Other

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
NA			

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
NO			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NO				

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation First Name Middle Name Last Name Suffix

Title: Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Fax Number

Alternative Phone:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Types of Interest (select all that apply)

- Contractual
- Director
- Landlord
- LLC Manager
- LLC Member
- Management Agreement
- Officer
- Partner
- Revenue Sharing
- Sole Proprietor
- Stockholder
- Other

Citizenship / Residency Information

Are you a U.S. Citizen? Yes No Are you a Massachusetts Resident? Yes No

Criminal History

Have you ever been convicted of a state, federal, or military crime? Yes No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct Direct Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

50

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
NA			

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
NO			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NO				

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	30 Earle Road LLC	FEIN:	82-1825729
Primary Phone:	508-432-1180	Fax Number:	
Alternative Phone:	210-441-2074	Email:	mcnamaradan@me.com

Business Address

Street Number:	30	Street Name:	Earle Road
City/Town:	West Harwich	State:	MA
Zip Code:	02671	Country:	USA

Mailing Address

Check here if your Mailing Address is the same as your Business Address

Street Number:	25703	Street Name:	Creekside Cove
City/Town:	Boerne	State:	TX
Zip Code:	78006	Country:	USA

Publicly Traded

Is this organization publicly traded? Yes No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? Direct Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

100

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action

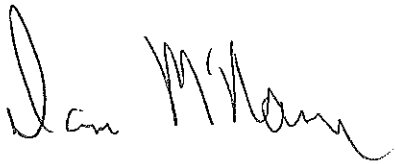
Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
NA				

July 5, 2017

In a meeting of the members of the 30 Earle Road LLC on July 5, 2017, we have voted to apply for a transfer of the liquor license from the Commodore Inn LLC to 30 Earle Road LLC.

The members of 30 Earle Road also appoint Barbara Anne and John Foley as the innkeepers and day to day managers of the Commodore Inn.

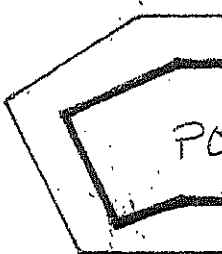
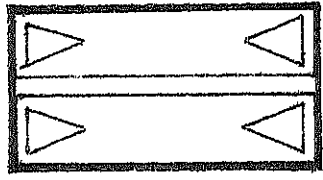
A handwritten signature in black ink that reads "Dan McNamara". The signature is written in a cursive style with a large initial "D" and a long, sweeping underline.

Dan McNamara

A handwritten signature in black ink that reads "Kelley McNamara". The signature is written in a cursive style with a large initial "K" and a long, sweeping underline.

Kelley McNamara

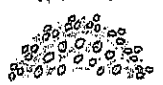
121	120	119	118	117	116	115	114
-----	-----	-----	-----	-----	-----	-----	-----



122	123	124	HOUSE KEEPING

125	126	127
-----	-----	-----

EAST WING



37

ElifT 1A/ 1 MG

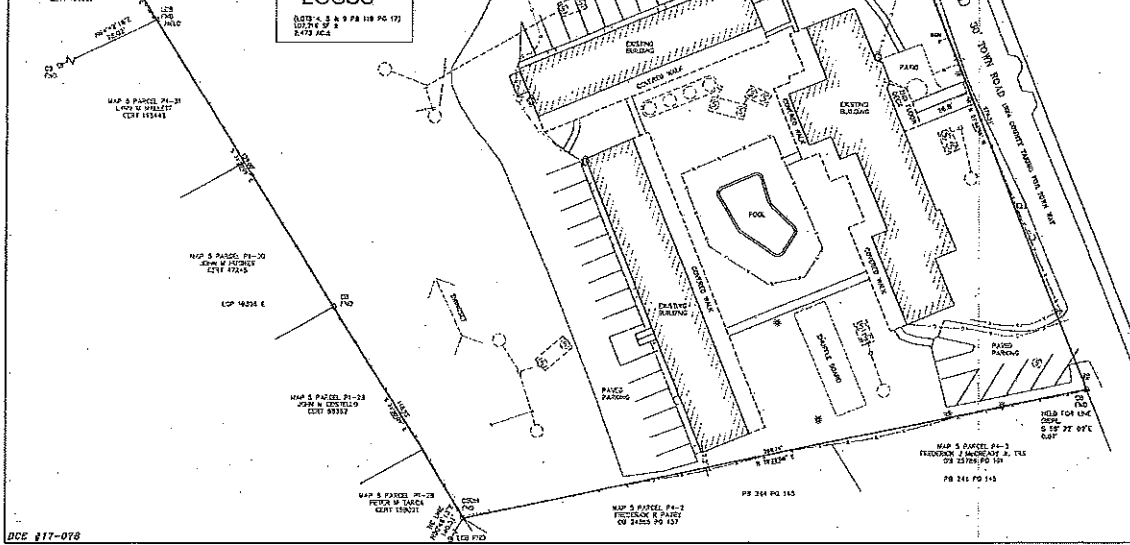
rk

16 of,

PC9.r0

700)

'PP



CONRADSON, INC. LTD.
30 EARLE ROAD
W. HARTFORD, MA 02811

REFERENCES

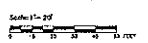
ROAD BOOK MASS PAGE 78
PLAT BOOK 118 PAGE 17
PLAT BOOK 85 PAGE 43
BASE OF WORK IS MASS COORDINATE SYSTEM
BOUNDARY LINE MARKS FROM LEICA DISTANCE &
NEUTRICAL OBSERVATIONS.

**EXISTING CONDITIONS
SITE PLAN**

**#30 EARLE ROAD
(WEST) HARTFORD, MA**

PREPARED FOR
**30 EARLE ROAD LLC &
FIRST AMERICAN TITLE
INSURANCE CO.**

DATE: JUNE 21, 2017



down cape engineering, inc.
100 ENGINEERS
SINCE 1970
215 Main Street / 2nd Fl.
Hartford, MA 02811

DCP 117-078

**EXISTING CONDITIONS
SITE PLAN**

**#30 EARLE ROAD
(WEST) HARTFORD, MA**

www.
**30 EARLE ROAD LLC &
FIRST AMERICAN TITLE
INSURANCE CO.**

AMI, 1017

109
rroYc

1-S POC LI
11-11-17
A11111.01 S

4=1,111.

warep,

**VA ruxid
CURIE**

DCP 1170Z.1



Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	050600047	LICENSEE NAME:	30 Earle Road LLC	CITY/TOWN:	West Harwich
---	-----------	----------------	-------------------	------------	--------------

APPLICANT INFORMATION

LAST NAME:	McNamara	FIRST NAME:	Kelley	MIDDLE NAME:	Anne
MAIDEN NAME OR ALIAS (IF APPLICABLE):	[REDACTED]	PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Texas
GENDER:	FEMALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	[REDACTED]				
CURRENT ADDRESS:	25703 Creekside Cove				
CITY/TOWN:	Boerne	STATE:	TX	ZIP:	78006
FORMER ADDRESS:	4 Mayborough Lane				
CITY/TOWN:	San Antonio	STATE:	TX	ZIP:	78257

PRINT AND SIGN

PRINTED NAME:	Kelley Anne McNamara	APPLICANT/EMPLOYEE SIGNATURE:	<i>Kelley Anne McNamara</i>
---------------	----------------------	-------------------------------	-----------------------------

NOTARY INFORMATION

On this 7th day of July 2019 before me, the undersigned notary public, personally appeared Kelley Anne McNamara
(name of document signer), proved to me through satisfactory evidence of identification, which were Drivers License
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.

PAULA D. GILLESPIE
 NOTARY PUBLIC
 Commonwealth of Massachusetts
 My Commission Expires
 December 21, 2023

NOTARY

DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCII Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information on the copy of the CORI request form. All CORI request forms that include this field...



Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	050600047	LICENSEE NAME:	30 Earle Road LLC	CITY/TOWN:	West Harwich
---	-----------	----------------	-------------------	------------	--------------

APPLICANT INFORMATION


LAST NAME:	McNamara	FIRST NAME:	Daniel	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	[REDACTED]		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	[REDACTED]	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	Texas
GENDER:	MALE	HEIGHT:	[REDACTED]	WEIGHT:	[REDACTED]
EYE COLOR:	[REDACTED]				
CURRENT ADDRESS:	25703 Creekside Cove				
CITY/TOWN:	Boerne	STATE:	TX	ZIP:	78006
FORMER ADDRESS:	4 Maayborough Lane				
CITY/TOWN:	San Antonio	STATE:	TX	ZIP:	78257

PRINT AND SIGN

PRINTED NAME:	Daniel McNamara	APPLICANT/EMPLOYEE SIGNATURE:	[Signature]
---------------	-----------------	-------------------------------	-------------

NOTARY INFORMATION

On this 7th Day of July 2019 before me, the undersigned notary public, personally appeared Daniel M. McNamara
(name of document signer), proved to me through satisfactory evidence of identification, which were Drivers License
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.



PAULA D. GILLESPIE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
December 21, 2023

[Signature]

NOTARY

DIVISION USE ONLY

REQUESTED BY:	[Signature]
<small>SIGNATURE OF CORI AUTHORIZED EMPLOYEE</small>	

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are...



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001276891

1. The exact name of the limited liability company is: 30 EARLE ROAD LLC

2a. Location of its principal office:

No. and Street: 25703 CREEKSIDE COVE
City or Town: BOERNE State: TX Zip: 78006 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 30 EARLE ROAD
City or Town: WEST HARWICH State: MA Zip: 02671 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ACQUIRE, OWN, DEVELOP, CONSTRUCT, REHABILITATE, RENOVATE, IMPROVE, MAINTAIN, FINANCE, REFINANCE, MANAGE, OPERATE, LEASE, SELL, CONVEY, EXCHANGE, ASSIGN, MORTGAGE AND OTHERWISE DEAL WITH REAL ESTATE AND INTERESTS IN REAL ESTATE, DIRECTLY OR INDIRECTLY THROUGH JOINT VENTURES, LIMITED LIABILITY COMPANIES, PARTNERSHIPS OR OTHER ENTITIES, INCLUDING THE OPERATION OF A RESORT WITH RESTAURANT FACILITIES, AND TO CONDUCT ACTIVITIES RELATED AND INCIDENTAL THERETO AND SUCH OTHER ACTIVITIES IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN FOLEY
No. and Street: 30 EARLE ROAD
City or Town: WEST HARWICH State: MA Zip: 02671 Country: USA

I, JOHN FOLEY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DANIEL MCNAMARA	25703 CREEKSIDE COVE BOERNE, TX 78006 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute

documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	DANIEL MCNAMARA	25703 CREEKSIDE COVE BOERNE, TX 78008 USA
SOC SIGNATORY	KELLEY MCNAMARA	25703 CREEKSIDE COVE BOERNE, TX 78008 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KELLEY MCNAMARA	25703 CREEKSIDE COVE BOERNE, TX 78008 USA
REAL PROPERTY	DANIEL MCNAMARA	25703 CREEKSIDE COVE BOERNE, TX 78008 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 5 Day of June, 2017,

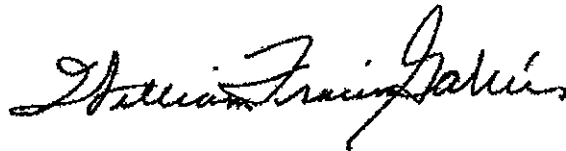
JEFFREY M. FORD, ESQ.

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 05, 2017 02:08 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PURCHASE AND SALE AGREEMENT
OF REAL ESTATE

Agreement made this 5 day of ^{June}~~May~~, 2017

1. **Parties.**

COMMODORE INN LTD., a Massachusetts corporation with a place of business at 30 Earle Road, West Harwich, Massachusetts 02671, hereinafter called the SELLER, agrees to SELL, and

DANIEL McNAMARA and KELLEY McNAMARA, of 25703 Boerne Creekside Cove, TX 78006, or nominee, hereinafter called the BUYER or PURCHASER agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. **Premises.** The land with the buildings thereon located at **30 Earle Road, West Harwich, Massachusetts 02671**. For a more particular description see Deed recorded with Barnstable County Registry of Deeds in Book 10827, Page 79 and in Book 18784, Page 77.

3. **Fixtures.** Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, all window treatments, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, fences, gates, trees, shrubs, plants, washers, dryers, refrigerators, ranges and microwaves. All fixtures will be in the same condition at the time of the BUYER's inspection.

4. **Deed.** Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER or to the nominee designated by the Buyer by written notice to the Seller at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws and environmental laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current residential use of said premises as a single family dwelling/B&B/Inn;

5. **Plans.** If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. **Registered Title.** In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. **Purchase Price.** The agreed purchase price for said premises is **TWO MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND AND 00/100 (\$2,835,000.00) DOLLARS**, of which

\$ 135,000.00	is paid herewith as a deposit;
<u>\$2,700,000.00</u>	is due at closing to be paid by certified, cashier's, treasurer's or bank check(s), or attorney's I.O.L.T.A. account check or wire transfer;
\$2,835,000.00	TOTAL

8. **Time for Performance.** Such quitclaim deed is to be delivered at 2:00 P.M. on or before the 23rd day of June, 2017 at the Barnstable County Registry of Deeds, or the office of the BUYER's or lender's attorney, provided the same is located within Barnstable County, unless otherwise agreed upon in writing. In no event shall the closing take place outside of Barnstable County. It is agreed that time is of the essence of this agreement.

9. **Possession and Condition of Premise.** Full possession of said premises free of tenants, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws and environmental laws, (c) in compliance with the provisions of any instrument referred to in clause 4 hereof, and (d) fully operational, clean and free of debris and personal property not included in the sale. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. **Extension to Perfect Title or Make Premises Conform.** If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereto, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereunder shall be extended for a period of thirty (30) days or the expiration date of the BUYER's interest rate lock or mortgage commitment whichever occurs first. In no event shall the closing be extended beyond the expiration of the Buyer's interest rate lock. SELLER's "reasonable efforts" shall be limited to, and SELLER shall not be obligated to expend more than, \$14,175.00, exclusive of the actual cost to discharge liens of record, pay final utility bills, deed excise stamps, and real and personal property taxes and pay any costs associated with any repairs or credits specifically set forth herein.

11. **Failure to Perfect Title or Make Premises Conform, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. **Buyer's Election to Accept Title.** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

(a) Pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. **Acceptance of Deed.** The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. **Use of Money to Clear Title.** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in conformance with Barnstable County conveyancing practices.

15. **Insurance.** Until the delivery of the deed, the SELLER shall maintain the present insurance coverage on said premises. SELLER represents that the premises are currently insured.

16. **Adjustments.** Taxes and water use charges for the then current fiscal year shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price

payable by the BUYER at the time of delivery of the deed.

17. **Adjustment of Unassessed and Abated Taxes.** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **Deposits.** All deposits made hereunder shall be held in escrow by William D. Crowell, Esq., as escrow agent subject to the terms of this agreement, and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending written instructions mutually given by the SELLER and the BUYER, or by a court of competent jurisdiction.

19. **Buyer's Default Damages.** If the BUYER shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages. This shall be Seller's sole remedy at law or in equity.

20. **Liability of Trustee, Shareholder, Beneficiary, etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

21. **Warranties and Representations.** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.

22. **Construction of Agreement.** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

23. **Lead Paint Law.** The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to

children under six years of age.

24. Smoke Detectors and Carbon Monoxide Detectors. The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

25. BUYER CONTINGENCY. BUYERS' obligation to buy, at BUYERS' option, is contingent upon BUYERS, or their designee or assign, simultaneously purchasing the business assets of the Commodore Inn pursuant to an Asset Purchase Agreement between the BUYER and Commodore Inn LTD, of even date herewith. If the simultaneous purchase, for any reason, is not consummated, then all payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

26. Additional Provisions. See Addendum A attached hereto and Schedule A and Schedule B (Trid Rider).

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Commodore Inn LTD., Seller


By: Flor M. Jones, President


By: Richard A. Jones, Treasurer


Daniel McNamara, Buyer


Kelley McNamara, Buyer

ADDENDUM A

1. **Access:** From and after the date of this Agreement, Seller agrees to permit Buyer and Buyer's designees to enter the premises, weekdays between 9 AM and 5 PM, in the presence of Seller or the Broker, for the purposes of making measurements, mortgage survey, financing inspection, and the like.
2. **Affidavits and Certificates:** Seller shall execute and deliver simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents as may reasonably and customarily be required by buyer's lender or attorney, including, without limiting the generality of the foregoing, certifications or affidavits with respect to: (a) persons or parties in possession of the premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) absence of urea formaldehyde on the premises; (d) tax reporting information; (e) a settlement statement (form HUD-1); (f) an affidavit concerning secondary financing; and (g) an affidavit regarding smoke detectors being in compliance with state law.
3. Seller states that to the Seller's knowledge there are no lawsuits currently pending or threatened which will in any way affect title to the premises.
4. **Title Standards:** Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for the delivery of the deed, shall be covered by said title standard or practice standard to the extent applicable.
5. **Insurable Title:** Buyer's obligations hereunder are contingent upon the availability (at normal premium rates) of an owner's title insurance policy without exceptions other than the standard printed exceptions contained in the ALTA form currently in use, commonly known as Exceptions No. 2, Survey, and No. 4, Real Estate Taxes (the latter of which shall only except real estate taxes not yet due and payable), and those exceptions set forth in paragraph 4 of this Agreement. In no event shall Buyer be obligated to close the transaction unless Seller can deliver clear and marketable title in accordance with Paragraph 4 of the Agreement, despite the availability of owner's title insurance.
6. Seller hereby warrants and represents that (a) neither Seller is a "foreign person" as defined by the Internal Revenue Code ("IRC"), Section 1445, and (b) Seller shall execute and deliver to Buyer at closing an affidavit or certificate in compliance with IRC Section 1445 (b)(2) and the applicable regulations thereunder.
7. **Mortgages:** Seller agrees to provide Buyer and Buyer's counsel with payoff statements for all encumbrances at least 7 days prior to closing.
8. **Encumbrances:** Without limiting the requirement that Seller convey a good and clear record and marketable title as set forth in Paragraph 4 herein, title to the premises shall not be deemed to conform with the requirements thereof unless:

- (a) all buildings, structures and improvements, including but not limited to any docks, driveways, garages, cesspools, septic tanks and leaching fields and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entities;
 - (b) no building, structure, or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
 - (c) The Premises shall abut a public way or a private way to which BUYER shall have both pedestrian and vehicular access, and if a private way, that such private way in turn is duly laid out, accepted or approved as such by the city or town in which said Premises are located.
 - (d) The premises do not violate the zoning ordinances of the town in which the property is located (the "zoning ordinances") or the provisions of Massachusetts General Laws Chapter 40A ("Chapter 40A") or that the premises are validly nonconforming in accordance with said zoning ordinances and Chapter 40A and that all alterations, extensions and improvements have been approved by the appropriate state and local authorities;
 - (f) SELLER has never been required to purchase flood insurance by any lender; and
 - (g) There are no outstanding orders of condition on record.
9. **UREA Formaldehyde and Underground Storage Tanks:** To the best of the SELLER'S knowledge and belief, there is no UREA Formaldehyde Foam insulation installed in the building or any underground fuel tanks..
10. **Oil Tank Proration:** Should the property be heated by oil, the Seller agrees that said oil tank will be filled within 7 days of the date of closing. If the premises contain an oil burner, as defined by M.G.L. c. 138, §38J, SELLER shall, prior to the date set for closing, provide BUYER with a 527 CMR 4.00 – Form A1 Certificate of Compliance executed by a licensed oil burner technician evidencing that the fuel supply line(s) for the above ground heating oil storage tank located at the premises comply with M.G.L. Chapter 138, Section 38J.
11. **Errors and Omissions:** If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. This provision shall survive the delivery of the deed.
12. **Notices:** All notices required hereunder shall be deemed to have been duly given if in writing and (1) delivered by hand (2) mailed by registered or certified mail, return receipt

requested, all charges prepaid, (3) sent by facsimile or email, or (4) sent by overnight delivery services addressed:

if to SELLER to: William D. Crowell, Esq.
466 Main Street
P.O. Box 185
Harwichport MA 02646
(508) 432-1643
Wcrowell.office2@comcast.net

if to BUYER to: Michael D. Ford, Esq.
Law Office of Michael Ford
72 Main Street
P.O. Box 485
West Harwich, MA 02671
TEL. (508)430-1900 FAX (508)430-9979
lawofficeofmichaelford@verizon.net

13. The Seller shall deliver the property with all items of personal property and other debris removed prior to closing.
14. Paragraph 10 of this agreement shall only be construed to apply to matters affecting title, the physical condition of the premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the premises and to which the premises are subject under the terms of this agreement. Paragraph 10 shall not, however, be construed to excuse Seller from vacating the premises at the time set for performance hereunder for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder.
15. Execution of Deed: In the event that SELLER is a natural person, SELLER shall execute the deed personally; it is agreed that a deed executed under a Power of Attorney shall not constitute a satisfactory deed under Paragraph 4.
16. Prior to closing, the SELLER shall maintain and service the premises and its appurtenances at the same level of effort and expense as the SELLER has maintained or serviced the premises for the SELLER's own account prior to the date of this Agreement.
17. Seller hereby agrees and acknowledges that at the closing, and upon the recording and registering of the deed at the Barnstable County Registry of Deeds, that they shall receive, and will accept, their sale proceeds in the form of an attorney IOLTA check or wire transfer.
18. Intentionally Deleted.
19. Buyer hereby acknowledges that it is the intention of the Seller to complete an I.R.C. § 1031 exchange in a manner which will not delay the closing or cause additional expense to the Buyer. The Seller's rights and obligations under this agreement may be assigned to

an Intermediary of the Seller's choice for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and the Intermediary in the implementation of the exchange provided there is no additional cost to BUYER. Cooperation means that Buyer will consent to an assignment of this agreement by Seller to the Intermediary, and, subject to the approval of BUYER's attorney, agree to any other appropriate action or execution of any other document which does not create additional liability or expense, but such cooperation shall not require Buyer to take title to any other property or to assume additional liabilities. Seller's inability or unwillingness to complete the 1031 Tax Deferred Exchange shall not be grounds for the Seller declaring this agreement to be null and void.

20. The Buyer and Seller agree that upon the signing of this Purchase and Sale Agreement, that Buyer, and/or her agents, will be provided access to the Property for purposes of gathering information regarding systems, inventories, vendors, procedures, codes, and all other associated tasks necessary for Buyer to be able to open the Inn in a timely fashion after closing. In furtherance of this goal, Seller shall be available to answer questions that Buyer and/or her agents may have regarding the general operation of the existing business.
21. Any dispute between the parties arising under this Purchase and Sale Agreement, or the accompanying Asset Purchase and Sale Agreement, shall be submitted to arbitration for resolution. The parties agree that arbitration shall be the exclusive procedure with respect to such dispute, and any award or decision made pursuant to such arbitration shall be final and binding and enforceable in any court of appropriate jurisdiction.

22. **Septic Contingency:**

As a condition of the sale, the Seller shall provide at the Seller's expense, all subsurface sewage disposal system inspection reports for the property as required by the State Environmental Code Title 5 and, if applicable, as required by the Board of Health in the Town of Harwich, for the property at **30 Earle Road, West Harwich, Massachusetts 02671**. Should the conclusion of this report indicate that the systems are in good working condition, and comply with the requirements of Title 5 of the State Sanitary Code, then the provisions of this contingency will be satisfied, and the balance of the Agreement will be held in full force and effect. Should the conclusion of the reports indicate that any of the systems are in marginal or failed condition, or not in compliance with said Title 5 requirements, the Seller shall replace or make any repairs necessary in order to put the systems in good working order, and provided that if a new system is required it shall be subject to the BUYER's approval. Should the Seller decline to make said repairs, and fails to provide a compliant Title 5 inspection report, all payments made under this agreement shall be forthwith refunded and all other obligations of the parties shall cease and this agreement shall be void without recourse to the parties hereto.

23. **Mortgage Contingency:**

In order to help finance the acquisition of said premises the Buyer shall apply for a commercial bank or other institutional mortgage loan in the amount of \$2,100,000.00, at prevailing rates, terms and conditions. If, despite the Buyer's diligent efforts a firm commitment, **satisfactory to BUYER**, for such loan cannot be obtained on or before June 9, 2017, the Buyer may terminate this agreement by written notice to the Seller, and/or the Broker as agent for the Seller, prior to the expiration of such

time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before June 5, 2017.

24. If any paragraph contained in the Addendum conflicts in any way with the Purchase and Sale Agreement, then the Addendum shall control.
25. Warranties: To the best of Seller's knowledge without having conducted any independent investigation
 - (a) Seller has not received any written notice of any litigation or threatened litigation affecting Seller or the premises that would in any way constitute a lien, claim or obligation of any kind against the premises or which could prevent the Seller from performing Seller's obligation under this Agreement.
 - (b) Seller hereby represents and warrants that as of the date hereof Seller has no knowledge of any pending Seller bankruptcy, mortgage foreclosure or other proceeding that might in any material way impact adversely on the Seller's ability to perform on the closing date.
 - (c) SELLER represents that SELLER have no knowledge of any municipal betterments affecting the Premises approved or contemplated by the City/Town in which the premises are located which is likely to result in an assessment against the Premises.
26. In the event this Agreement contains any provision that the BUYER shall accept the title of the SELLER subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions shall be limited to those of record, if any, insofar as they may be in force and effect, which do not adversely affect the Premises for use as a single family dwelling and Bed and Breakfast/Inn by the BUYER and which are: (a) give no rights to anyone to enter upon, cross or use any portion of the Premises other than standard utility easements; (b) have been duly satisfied of record at or prior to the Closing in the event consent(s) or approvals are needed; and (c) have been duly complied with of record (without limitation, a certificate of compliance) at or prior to the Closing in the event any order of condition or any other state, county, or municipal (or any subdivisions thereof) requirements in connection with the Premises.
27. SELLER has no knowledge of any disputes involving or concerning the location of the lines and corners of the Premises and SELLER has no knowledge of any encroachments on the Premises.
28. SELLER represents that to the best of Seller's knowledge, with respect to any work SELLER has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the Town of Harwich MA, with said permit(s) having received final sign-off and closure by the Building Inspector of the Town of Harwich, MA ("Inspector") and that SELLER has no knowledge of any "open" building permits. In the event that there are any such "open" building permits, then SELLER shall obtain a final sign off by the Inspector for said "open" building permits.
29. Seller states that, to the best of Seller's knowledge, information and belief, there are no underground oil storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products located on or under the Premises and the SELLER has no knowledge has no knowledge of any releases into the soil from any such tanks or apparatus or of the removal of such oil storage tanks; and other than reasonable quantities of normal household products, there has been no release

of any toxic or hazardous substances (as same is contemplated by MGL Ch 21E) and no such toxic or hazardous substances have been used, released, generated, stored, treated, disposed of, or otherwise deposited, in, on, about or from the Premises.

30. **Seller Notice of Changes.** Except as otherwise herein provided, the representations and warranties contained in this Agreement refer to the date of execution of this Agreement. SELLER will promptly notify BUYER of any material change in facts, which SELLER becomes aware of, which arise prior to the Closing which would make any such representation or warranty untrue if such state of facts had existed on the date of execution of this Agreement ("SELLER Notice") and unless SELLER shall rectify the cause of such change by the original or extended time for Closing hereunder, BUYER shall have the option of canceling this Agreement by notifying the SELLER thereof in writing in which event all deposits made by the BUYER hereunder, together with the accrued interest, shall be forthwith refunded to BUYER and this Agreement shall be null and void and without recourse to the Parties hereto.
31. The SELLER represents to BUYER that the purchase price herein is sufficient to pay off all of the SELLER's obligations that may affect the sale of the Premises including, but not limited to: mortgages, municipal charges, real estate broker's commissions, document stamp tax and other reasonable and customary expenses of the sale. The SELLER specifically represents that this transaction is not a "short sale" whereby lender or third party approval is required because the amount of any mortgage(s) exceed the purchase price, less expenses.

32. WARRANTY OF NO BROKER

Each of the BUYER and the SELLER represents and warrants to the other that each has dealt with no broker in connection with the consummation of this agreement or the transaction represented hereby, and each agrees to indemnify and hold the other harmless of and from any claims of any other broker claiming a brokerage commission or fee in connection with this transaction as a result of dealings with the indemnifying party. The provisions of this Paragraph shall survive the delivery of the deed hereunder.

33. Interim Facsimile or Electronic Signatures

To the extent allowed by law, facsimile and/or electronically-transmitted signatures on this Agreement and any subsequent amendments shall have the effect as delivery of signed originals, provided that originals are subsequently delivered or exchanged, as the case may be.

34. Execution of Extensions and Amendments

BUYER and SELLER further agree to authorize their respective attorneys, and by execution hereof do so authorize those attorneys, to execute any and all necessary extensions and amendments in connection with this Agreement. By execution hereof, SELLER further authorizes BUYER's attorney to obtain information on SELLER's mortgage(s), if any, to freeze lines of credit, after notice, and to pay all such mortgage(s) at closing. SELLER shall promptly execute any additional payoff information requests as shall be reasonably required by BUYER's counsel, or if applicable, execute at closing a "no mortgage" affidavit.

35. Mechanics Liens

SELLER agrees that if any mechanic's or materialmen's liens with respect to work done on the premises on SELLER's behalf are recorded after the delivery of the deed, SELLER shall promptly cause such liens to be duly discharged of record. SELLER agrees to indemnify and

hold BUYER harmless from and against any cost, loss, damage or expense, including reasonable attorneys' fees, if any, arising out of or relating to any such liens being placed on said premises.

36. Dates

In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

37. ADDITIONAL CONTINGENCY FOR REPAIRS AND REPORTS

SELLER agrees to make all the repairs set forth on the attached Schedule A, with all repairs to be completed at least one week prior to the closing date. BUYER shall have the right to inspect the repairs within forty-eight (48) hours of notice of completion or within the week before the closing, whichever is the first to occur, to determine if the repairs meet the BUYER's satisfaction. If the repairs do not meet the BUYER's reasonable satisfaction, the BUYER may terminate this Agreement by written notice to the SELLER whereupon all deposits shall be refunded to the BUYER and this Agreement shall be null and void.

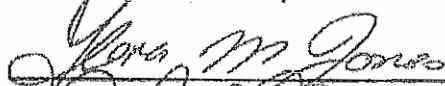
In addition to all reports and approvals required by this Agreement, SELLER shall provide the BUYER with all reports and approvals set forth on Schedule A.

38. ENVIRONMENTAL INSPECTION CONTINGENCY

The performance of this Agreement by the Buyer is contingent upon the Buyer at Buyer's sole cost and expense having or causing an environmental inspection to be conducted of the Premises (21E inspection); and Buyer's review and satisfaction in its sole discretion of any and all matters relating to said environmental inspection, on or before June 16th, 2017. Buyer and Buyer's agents and contractors shall have access to the Premises for the purposes of conducting such environmental inspections. Should Buyer determine that the Premises are not satisfactory to Buyer, in Buyer's sole discretion with respect to said environmental inspection, then at Buyer's option by Buyer's written notice to the Seller, on or before the June 16th, 2017, all payments made hereunder by Buyer shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void and without further recourse to the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement.

Commodore Inn LTD., Seller


By: Flora M. Jones, President


By: Richard A. Jones, Treasurer


Daniel McNamara Buyer

RE Purchase and Sale Agreement
30 Earle Road, Harwich, MA


Kelley McNamara, Buyer

**SCHEDULE A
REPAIRS TO BE MADE BY SELLER**

Seller agrees to repair the following:

***Replace all telescopic adjustable support beams being used for support in the basement with permanent support structures that satisfy current building codes**

***provide assurance that the crawl space and basement was treated for pests and had damaged insulation replaced**

***confirm that permanent electrical power sources were installed in the basement to replace extension cords currently supporting multiple needs, per the inspection report**

***Provide all recent approvals and inspections completed by plumbers, electricians and pest control companies**

SCHEDULE B

"TRID" Rider to Purchase & Sale Agreement

The Buyer and Seller acknowledge that mortgage regulations effective **October 3, 2015**, may affect the ability to close on the date and time specified in this offer and the purchase and sale agreement to be signed hereafter. To provide for possible delays and to accommodate each other reasonably if needed, the Seller and Buyer agree as follows:

1. In the event Buyer's mortgage lender is unable to close on the closing date set forth in the executed Purchase & Sale Agreement, the closing date may be extended upon written notice from Buyer to Seller for a period not to exceed eight business days, time remaining of the essence. Notwithstanding specification of the extended closing date in Buyer's written notice, the Buyer retains the right to further extend the closing date by subsequent written notice, provided the extended closing date does not exceed the eighth business day following the original closing date set forth in the Purchase & Sale Agreement.

2. In the event Buyer's ability to purchase is contingent upon the completion of the sale of Buyer's present residence, but the closing of Buyer's present residence is delayed due to TRID regulation compliance, then Buyer shall be entitled upon written notice to a like delay in closing date, not to exceed a period of eight business days, time remaining of the essence. Notwithstanding specification of the extended closing date in Buyer's written notice, the Buyer retains the right to further extend the closing date by subsequent written notice, provided the extended closing date does not exceed the eighth business day following the original closing date set forth in the Purchase & Sale Agreement.

3. All utility readings (water, sewer, fuel value, etc., as applicable) shall be conducted 10 days prior to the specified closing date. Seller working together with the listing agent (if applicable) shall ensure all readings and adjusted are established on or prior to the 10th day before the closing, and shall be forwarded to the closing attorney as soon as possible, but in no event later than the 10th day. The settlement statement shall reflect payment and adjustments as of the reading date, with the exception of the real estate tax proration, which shall be made as of the closing date. There shall be no further adjustment between the parties unless otherwise agreed. Notwithstanding the above, the parties may agree to estimate the fuel adjustment as of the closing date, employing any reasonable method to determine same.

4. This "TRID" Rider to Offer and Purchase & Sale Agreement" shall form part of this Offer; and shall also form part of the Purchase and Sale Agreement referred to herein, notwithstanding any lack of a specific reference to this "TRID" Rider in the executed purchase agreement.

5. **Realtor/Broker License Disclosure:**

Buyer Agent Information:

Name: _____

Agent License Number: _____

Company Name: _____

Company License Number: _____

Phone: _____

Email: _____

Seller Agent Information:

Name: _____

Company Name: _____

License Number: _____

Phone: _____

Email: _____

David M. Korman
Buyer

x *Keely Starnes*
Buyer

Steve M. Jones
Seller

Bill Jones
Seller



June 1, 2017

Dan and Kelley McNamara
25703 Creekside Cove
Boerne, Texas 78006

Re: A tract of land located at 30 Earle Road, West Harwich, MA together with the Commodore Inn Resort and related amenities located thereon (the "Property").

Dear Mr. and Mrs. McNamara:

Broadway National Bank ("Lender") is pleased to confirm that your request for a permanent loan (the "Loan") secured by the Property has been approved subject to and in accordance with the conditions contained in this letter ("Commitment").

1. **Borrower.** The Borrower will be a joint venture, partnership, limited liability company, corporation, or other legal entity acceptable to Lender to be formed and owned by **Dan McNamara and Kelley McNamara**.

2. **Guarantors.** **Dan McNamara and Kelley McNamara** ("Guarantors") will individually, jointly and severally, in form and content satisfactory to Lender, guarantee payment absolutely, unconditionally, and continuously, of all indebtedness and obligations of Borrower to Lender in connection with the Loan, this Commitment, and the Loan Documents.

3. **Loan Amount.** The loan amount ("Loan Amount") will be the lesser of (i) **\$2,100,000.00**, (ii) **70%** of the market value of the Property (as determined by the appraisal described in Section 13(h) of this Commitment), or (iii) **70%** of the purchase price of the Property. The Loan will be represented by a promissory note equal to the Loan Amount ("Note") in form and content satisfactory to Lender.

4. **Interest Rate.** The Loan will have a fixed rate of interest equal to the "Standard Amortizing" rate for loans having a term of "**15 Year(s) – 5 Year Balloon**" as quoted and published by the Federal Home Loan Bank of Dallas (the "Index Rate") on the date the Loan closes, plus **2.50%** rounded to the nearest one-eighth of one percent (0.125%). If more than one Index Rate is quoted and published on any date that the Index Rate is to be determined pursuant to the Note, the last Index Rate quoted and published on that date will be the Index Rate for purposes of making that determination.

5. **Term and Payment.** The Loan will have a term of 5 years. The Loan will be payable in monthly installments of principal and interest that are sufficient to amortize the Loan Amount over 15 years with a balloon payment equal to the entire unpaid balance due at the end of the 5 year term.

6. **Late Charge.** If any payment becomes overdue for a period of 15 days, Lender may charge and collect a late charge equal to **5.00%** of any such overdue payment. The Loan may be prepaid in whole or in part, without penalty of any kind.

7. **Purpose.** To purchase the Property.

(2017-5-98)

1

8. Collateral. The Loan will be secured by (a) a valid first lien Mortgage on the Property, (b) an assignment of all leases and rents from the Property, and (c) a valid first lien security interest in all equipment, fixtures, furnishings, inventory, and other personal property, both tangible and intangible, either located upon or used in connection with the operation of the Property (none of which may be leased or acquired by lease/purchase), including without limitation, all contracts for the operation and maintenance of the Property. All of the collateral described in this paragraph (the "Collateral") will be collateral for the Loan whether it is owned by Borrower, Guarantors, or any subsidiary, affiliate, or other related party of Borrower or Guarantors.

9. Fees and Expenses. An environmental review fee of \$50.00 is due from Borrower to Lender at the Loan Closing. All third-party costs and expenses incurred by Borrower or Lender in connection with this Commitment and the Loan (including but not limited to title expenses, survey and engineering fees, environmental assessment fees, appraisal fees, tax services fees, flood certification fees, and legal and recording fees, etc.) will be paid by the Borrower, regardless of whether or not the Loan is closed or funded.

10. Loan Documentation. The Loan will be evidenced by all instruments ("Loan Documents") requested by Lender, in Lender's sole and absolute discretion. The Loan Documents will be in form and content satisfactory to Lender and will be prepared by Lender's counsel, Robins & Gardner, PLLC, in accordance with this Commitment and the standard policies and procedures of Lender. The Loan Documents will contain, among other provisions, a "Due on Sale" clause, a restriction against inferior liens, a cross-default provision, and a waiver of jury trial. The Loan Documents will also contain a provision pledging the Collateral as security for all other debt owed by Borrower to Lender, whether presently existing or created in the future.

11. Financial Reporting. Borrower and Guarantors, if any, will furnish the following financial information to Lender on the following basis. All of this financial information must be certified to be true and correct by the Borrower and the Guarantors and must be in a form and contain such information as Lender requests, in its sole and absolute discretion.

Financial Statements -- Annually (Guarantors Only)

Tax Returns - Annually

12. Escrows. An escrow account for property taxes and insurance is not required, but Lender must be furnished with paid property tax receipts by February 1 of the following calendar year and paid property insurance premiums when due. At the option of Lender, Borrower can be required to escrow for property taxes and insurance premiums by giving written notice to Borrower.

13. Conditions Precedent to Loan. Borrower must furnish the following items to Lender and satisfy the following conditions prior to closing the Loan. All of the items required to be furnished to Lender pursuant to this Commitment must be furnished at Borrower's expense and must be in form and content satisfactory to Lender, in Lender's sole and absolute discretion.

(a) Borrower's Governing Documents. If Borrower, any Guarantor, or any General Partner of Borrower or any Guarantor is a general or limited partnership, joint venture, corporation, or limited liability company, a true and complete copy of each document creating it or governing its existence, power, and authority and of each amendment to them.

(b) Financial Capacity. Borrower must furnish evidence satisfactory to Lender that the financial condition of Borrower and each Guarantor have not deteriorated from their financial condition at the time of issuance of this Commitment, that no action is threatened or pending against any such party under any bankruptcy or insolvency laws, and that no litigation is pending or threatened against any such party, or the Property which might

materially or adversely affect Borrower's or Guarantors' ability to perform their obligations under this Commitment, the Loan, or the Loan Documents. If Borrower or Guarantors cannot furnish evidence entirely satisfactory to Lender as to the foregoing matters, Lender may elect to terminate this Commitment and have no further obligations under it.

(c) *Insurance.* As used in this paragraph, the term "CGL" means the broadest available form of commercial general liability insurance (utilizing the then prevailing ISO form or an equivalent form acceptable to Lender in its sole and absolute discretion). Borrower must, at Borrower's own expense, furnish Lender with original policies of insurance upon and relating to the Property with such insurers, in such amounts, with such deductibles, and covering such risks as are requested by and satisfactory to Lender, included but not limited to: (i) CGL, (ii) the broadest available form of "all risks" or "special form" property insurance, (iii) flood insurance, and (iv) windstorm insurance. With respect to the CGL and all other liability insurance, such insurance must name Lender as an "Additional Insured" (using the applicable ISO form, or an equivalent form) reasonably acceptable to Lender. With respect to the property and other applicable insurance, such insurance must contain a standard "Mortgagee clause" and must be payable to Lender as a mortgagee and not as a co-insured. With respect to all policies and insurance carried by Borrower for the benefit of Lender, such insurance must be payable to Lender as Lender's interest may appear. All policies must be non-cancelable without thirty (30) days prior written notice to Lender. Borrower must furnish evidence satisfactory to Lender that one year's premium has been paid for all required insurance.

(d) *Flood Certification.* Lender must receive evidence that the Property is not located within any designated flood plain or special flood hazard area (including without limitation, flood zones A or V); or evidence that Borrower has applied for and received flood insurance covering the Property in the maximum coverage available to Lender.

(e) *Title Policy.* A commitment ("Title Commitment") for a Loan Policy in an amount equal to the Loan Amount, issued by a title insurance company ("Title Company") acceptable to Lender, committing to insure Lender's lien as a first lien on the Property without exception or qualification other than those acceptable to Lender, along with copies of all recorded instruments (including plats) to which exceptions are made in the Title Commitment. The Title Policy must contain the survey and tax deletions, must not contain any exceptions to parties in possession, and must contain all available mechanic's and materialmen's lien protection. The Loan must close through a title insurance underwriter which has an insured closing letter with Lender.

(f) *Leases.* Copies of all leases covering all or part of the Property.

(g) *Subordination Agreements.* Subordination Agreements in form and content satisfactory to Lender, from such tenants of the Property as Lender requires.

(h) *Appraisal.* Lender must receive and approve an independent appraisal of the Property addressed to Lender to substantiate the market value of the Property. **The appraiser must be a qualified appraiser acceptable to and engaged by Lender.**

(i) *Survey.* A current improvement and boundary survey of the Property with field notes and flood certification that complies with the Federal Flood Disaster Protection Act of 1973, as amended. The survey, field notes, and flood certification must be certified to Lender by a licensed surveyor.

(j) *Environmental Assessment.* A Phase I Environmental Assessment of the Property prepared by an environmental engineer or consultant acceptable to and engaged by Lender showing the Property to be free of hazardous substances.

14. Environmental Compliance. The Property must comply with the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended by the

Superfund Amendments and Reauthorization Act (SARA), and any other federal or state regulations with respect to the generation, transportation, storage or cleanup of any hazardous substances. The Borrower must comply with the "All Appropriate Inquiries Standards" adopted by the Environmental Protection Agency in order for the Borrower to meet all requirements necessary to establish the innocent landowners, defense. Information pertaining to these standards may be found in Vol. 70, No. 210, Page 66070 of the Federal Register published on November 1, 2005 to be effective November 1, 2006.

15. Validity of Information. Borrower and Guarantors warrant to Lender that the financial statements and all other information submitted to Lender in connection with the application for the Loan are true and correct.

16. Usury. It is the intention of Lender, Borrower and Guarantors to conform strictly with applicable usury laws now in force. No provision of this Commitment or the Loan Documents will require the payment, or permit the collection of interest in excess of the maximum amount permitted by applicable law. If at any time the interest received or contracted for exceeds the maximum lawful rate, Lender shall refund the amount of the excess, or shall credit the amount of the excess against amounts owing under the Loan and such excess shall not be considered the payment of interest. Determination of the rate of interest will be made by amortizing, prorating, allocating, and spreading in equal parts during the full contracted period of the life of the Loan all interest at any time contracted for, charged to, or received from Borrower or Guarantors in connection with the Loan.

17. Conditions. Unless otherwise specifically stated or unless by its terms a provision calls for performance, warranty, or covenant after closing, all matters set forth in this Commitment are conditions precedent to Lender's obligation to close and/or fund the Loan and must be met within the time period called for and within sufficient time to allow Lender and its counsel to properly examine all submissions and prepare all Loan Documents. As used in this Commitment, the terms "satisfactory to Lender", "acceptable to Lender", or "approved by Lender" mean satisfactory, acceptable, or approved by Lender, in Lender's sole and absolute discretion without any requirement, expressed or implied, that Lender act reasonably or according to any industry standard.

18. Entire Agreement. This Commitment constitutes the entire agreement of Lender and Borrower with respect to the making of the Loan and it supplants and entirely replaces any previous commitment letter, term sheet, or other document or correspondence between Lender, Borrower, or any Guarantor in connection with the Loan.

19. Adverse Change. Lender reserves the right to terminate this Commitment at any time prior to closing of the Loan if an adverse change in the financial status of Borrower or any Guarantor occurs or if the existing improvements on the Property are damaged by fire or other casualty.

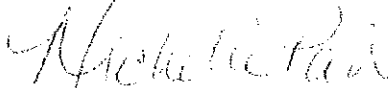
20. Commitment Nonassignable. This Commitment is not assignable without the prior written consent of Lender and any attempted assignment without Lender's consent will at Lender's option, constitute a release of Lender from any obligation under this Commitment.

21. Borrower's Default. Failure to comply with any of the terms, conditions, or requirements of this Commitment, the occurrence of any event that reduces Borrower's equity in the Property to an amount that is less than Borrower has represented to Lender, or falsifications, misrepresentations, or omissions in any information or representations made by Borrower or Guarantors to Lender in connection with this Commitment, will render this Commitment invalid, at Lender's option, and will be deemed a default by Borrower under the terms and conditions of the Loan Documents. Lender reserves the right not to fund the Loan upon receiving advice or an opinion from its legal counsel that questions the validity, enforceability, or priority of its liens or security interests.

22. Expiration Date. If you find the terms and conditions of this Commitment to be satisfactory, please indicate your acceptance by executing this letter where indicated below and returning one copy to us on or before

4:00 P.M. San Antonio, Texas time on June 16, 2017 at which time this commitment will otherwise expire if not so accepted. If accepted, the Loan must be closed and funded on or before 4:00 P.M. San Antonio, Texas time on July 16, 2017 at which time this Commitment will otherwise expire.

Sincerely,



Michelle Pair
Senior Vice President

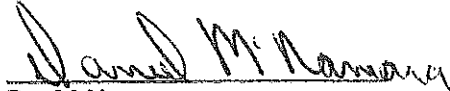
THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

ACKNOWLEDGEMENT AND ACCEPTANCE:

Date: 6/6/17

BORROWER:



Dan McNamara



Kelley McNamara

Ann Steidel

From: Sean O'Brien <sobrien@barnstablecounty.org>
Sent: Friday, July 07, 2017 12:35 PM
To: Ann Steidel
Cc: George Heufelder; Kendall Ayers; Jack Yunits Jr
Subject: FW: Septic Loan Program

Good Morning Ann:

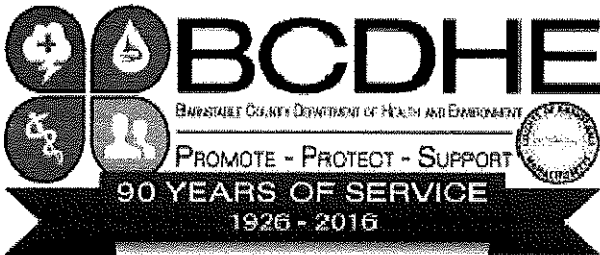
Thank you for the invitation to attend the Harwich Board of Selectmen meeting on July 24th at 6:30 p.m. We are available that evening and would like to take the opportunity to discuss with the Board how The Community Septic Loan Management Program can assist the Harwich citizens with connections to a sewer system. Attending the meeting will be Kendall Ayers, The Program Administrator, George Heufelder, Director of the Massachusetts Alternative Septic System Test Center and myself.

We look forward to meeting the Board, should you have any questions or need any additional information, please feel free to contact me at the numbers below.

Have a wonderful weekend.

Sean

Sean M. O'Brien
Director
Barnstable County Department of
Health and Environment
P. O. Box 427
Barnstable, MA 02630
Phone: 508-375-6618
FAX: 508-362-2603



From: Kendall Ayers
Sent: Friday, July 07, 2017 11:04 AM
To: Sean O'Brien <sobrien@barnstablecounty.org>
Subject: FW: Septic Loan Program



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS

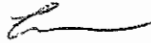
273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: July 12, 2017

RE: Lower County Road Capital Project Update

On November 23, 2015, at a Board of Selectmen's meeting, I proposed a stand-alone project to reconstruct Lower County Road to address numerous deficiencies including the poor condition of the road, structural defects with its base, a non-ADA compliant continuous sidewalk and old and failing drainage systems. Further, the sheer scope of the project is more than we could handle under our County Bid Road Construction items. At that meeting I informed the Board that although Lower County Road is eligible for State funding in the Transportation Improvement Program, that there is no way to meet the Complete Streets criteria (sidewalks and bike lanes on both sides of the street) within the Town's 40' ROW.

During that meeting I suggested that the DPW and Engineering Department could collectively perform the necessary survey and engineering for this project, saving the Town approximately \$250k in the process. Unfortunately, neither the DPW nor Engineering Department had enough spare time to allocate to the project to keep it on track for construction in FY 19. To address this problem, we hired Tom Ockerbloom, a retired MassDOT Senior Project Engineer, to assist us in developing Lower County Road as a book job. Mr. Ockerbloom was in charge of the Town's Route 137 corridor project and is a primary reason it went so smoothly.

Attached for your review is a scope of work list and preliminary office estimate that Tom has developed utilizing the MassDOT Statewide Weighted Bid Prices. Given that this estimate is significantly higher than the \$4M estimate we developed in-house, I had Chris Nickerson compare some of the larger dollar items to our current bid prices. That exercise yielded approximately \$500k in potential savings while the included 10% contingency is nearly another \$500k. While Mr. Ockerbloom has been developing projects like this for decades at MassDOT and knows roadway construction better than anyone I know, it is my personal belief that this project will solicit extremely competitive bids from contractors that will be considerably lower than the Preliminary Office Estimate that Tom developed.

Attachments – Lower County Road Scope of Work & Preliminary Office Estimate

**HARWICH – LOWER COUNTY ROAD: PROPOSED
RECONSTRUCTION, RESURFACING AND RELATED WORK**

SCOPE OF WORK

PROJECT LIMITS OF WORK: FROM “DIVISION ST.” (DENNIS / HARWICH TOWN LINE) TO INTERSECTION AT ROUTE 28 IN HARWICHPORT. PROJECT LENGTH = 2.25 MILES.

***ROADWAY:** A.) FULL DEPTH ROADWAY RECONSTRUCTION / REPLACEMENT LOCATIONS – DUE TO FAILING PAVEMENT STRUCTURE: 1.) FROM “DIVISION ST.” TO “TRINITY COVE RD.” (APPROX. 1/4 MI.); 2.) FROM “BROOKS RD.” TO RTE. 28 (APPROX. 3/4 MI.);

B.) ROADWAY MILLING AND RESURFACING LOCATION(S) – DUE TO CURRENTLY SATISFACTORY PAVEMENT STRUCTURE: FROM “TRINITY COVE RD.” TO “BROOKS RD.” (APPROX. 1. MI.);

***SIDEWALKS:** RECONSTRUCTION OF ALL SIDEWALK LOCATIONS THROUGHOUT THE PROJECT TO COMPLY WITH THE “AMERICANS WITH DISABILITIES ACT” (ADA);

***VARIOUS / RELATED WORK:**

GUARD RAIL IMPROVEMENTS AND CONCRETE SURFACES PRESERVATION WORK AT THE “ALLEN HARBOR” BRIDGE STRUCTURE LOCATION, DRAINAGE SYSTEM IMPROVEMENTS, PAVEMENT MARKINGS, TRAFFIC SIGNS, SAFETY AND SIGHT DISTANCE CLEARING, SHOULDER LANDSCAPING AND OTHER INCIDENTAL WORK;

***WORK SCHEDULE:** NO WORK WILL BE ALLOWED BETWEEN JUNE 15th AND SEPTEMBER 15th. THE INTENT IS THAT THE PROJECT WILL BE CONSTRUCTED DURING 2 CONSECUTIVE “CONSTRUCTION SEASONS” – EITHER WITH FALL / SPRING CONSECUTIVE SEASONS OR WITH SPRING / FALL CONSECUTIVE SEASONS.

Item No.	Item Description	Unit	Quantity	Unit Price	Item Total Price
101	SAFETY AND SIGHT DISTANCE CLEARING	LS	1	\$18,535.71	\$18,535.71
102.5	INDIVIDUAL TREE PROTECTION	EA	25	\$248.05	\$6,201.25
103	TREE REMOVED - DIAMETER UNDER 24 INCHES	EA	12	\$942.85	\$11,314.20
104	TREE REMOVED - DIAMETER 24 INCHES AND OVER	EA	2	\$1,746.50	\$3,493.00
105	STUMP REMOVED	EA	5	\$406.53	\$2,032.65
120.1	UNCLASSIFIED EXCAVATION	CY	9,725	\$32.00	\$311,200.00
141.1	TEST PIT FOR EXPLORATION	CY	100	\$78.36	\$7,836.00
144	CLASS B ROCK EXCAVATION	CY	5	\$125.34	\$626.70
145	DRAINAGE STRUCTURE ABANDONED	EA	20	\$505.20	\$10,104.00
146	DRAINAGE STRUCTURE REMOVED	EA	45	\$481.14	\$21,651.30
151	GRAVEL BORROW - TYPE B	CY	50	\$38.43	\$1,921.50
170	FINE GRADING AND COMPACTING	SY	26,625	\$3.64	\$96,915.00
201	CATCH BASIN	EA	80	\$3,229.05	\$258,324.00
202	MANHOLE	EA	1	\$4,483.62	\$4,483.62
204	GUTTER INLET	EA	10	\$1,701.83	\$17,018.30
205	LEACHING BASIN	EA	35	\$4,788.27	\$167,589.45
205.1	PRECAST CONCRETE LEACHING GALLEY	EA	155	\$1,920.00	\$297,600.00
220	DRAINAGE STRUCTURE ADJUSTED	EA	195	\$400.00	\$78,000.00
220.2	DRAINAGE STRUCTURE REBUILT	FT	50	\$415.35	\$20,767.50
220.3	DRAINAGE STRUCTURE CHANGE IN TYPE	EA	1	\$950.00	\$950.00
220.5	DRAINAGE STRUCTURE REMODELED	EA	1	\$750.00	\$750.00
222.3	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD	EA	135	\$780.27	\$105,336.45
223.1	FRAME AND GRATE (OR COVER) REMOVED AND STACKED	EA	12	\$125.00	\$1,500.00
223.2	FRAME AND GRATE (OR COVER) REMOVED AND DISCARDED	EA	1	\$100.00	\$100.00
223.3	FRAME AND GRATE (OR COVER) REMOVED, RELOCATED & RESET	EA	50	\$600.00	\$30,000.00
227.3	REMOVAL OF DRAINAGE STRUCTURE SEDIMENT	CY	20	\$215.00	\$4,300.00
227.4	REMOVAL OF DRAINAGE PIPE SEDIMENT	FT	350	\$8.77	\$3,069.50
238.10	10 INCH DUCTILE IRON PIPE	FT	10	\$120.00	\$1,200.00
238.12	12 INCH DUCTILE IRON PIPE	FT	10	\$135.00	\$1,350.00
252.12	12 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE	FT	1,000	\$65.00	\$65,000.00

Item No.	Item Description	Unit	Quantity	Unit Price	Item Total Price
252.12A	12 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE-FLARED END SECTION W/RIP RAP SPLASH PAD	EA	1	\$1,448.00	\$1,448.00
252.12B	12 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE-ELBOW	EA	85	\$143.00	\$12,155.00
340	IRRIGATION SYSTEM ADJUSTED	FT	200	\$25.00	\$5,000.00
358	GATE BOX ADJUSTED	EA	110	\$205.00	\$22,550.00
376	HYDRANT	EA	1	\$4,025.12	\$4,025.12
376.3	HYDRANT - REMOVED AND STACKED	EA	1	\$753.56	\$753.56
376.5	HYDRANT - ADJUSTED	EA	1	\$1,400.00	\$1,400.00
402	DENSE GRADED CRUSHED STONE FOR SUB-BASE	CY	5,440	\$64.37	\$350,172.80
402.1	DENSE GRADED CRUSHED STONE FOR SHOULDERS	TON	25	\$55.00	\$1,375.00
415	PAVEMENT MICROMILLING	SY	17,000	\$6.00	\$102,000.00
443	WATER FOR ROADWAY DUST CONTROL	MGL	38	\$77.54	\$2,907.75
460	HOT MIX ASPHALT - TOP COURSE - MODIFIED	TON	3,450	\$98.54	\$339,963.00
460.01	HOT MIX ASPHALT - LEVELING COURSE	TON	950	\$152.63	\$144,998.50
460.02	HOT MIX ASPHALT - INTERMEDIATE COURSE	TON	6,000	\$107.09	\$642,540.00
464	ASPHALT EMULSION FOR TACK COAT	GAL	4,000	\$7.86	\$31,440.00
464.5	HOT POURED RUBBERIZED ASPHALT SEALER	FT	16,500	\$3.10	\$51,150.00
465	PAVE SHIELD PAVEMENT SEALING	SY	335	\$10.20	\$3,417.00
470.2	HOT MIX ASPHALT BERM, TYPE A - MODIFIED	FT	1,525	\$6.50	\$9,912.50
472	HOT MIX ASPHALT FOR MISCELLANEOUS WORK	TON	185	\$196.58	\$36,367.30
472.1	DRAINAGE SYSTEMS PATCHING - TEMPORARY	SY	830	\$95.00	\$78,850.00
472.2	DRAINAGE SYSTEMS PATCHING - PERMANENT	SY	830	\$120.00	\$99,600.00
482.3	SAWCUTTING ASPHALT PAVEMENT	FT	2,250	\$3.74	\$8,415.00
482.31	SAWING & SEALING JOINTS IN ASPHALT PAVEMENT AT BRIDGES	FT	60	\$24.69	\$1,481.40
504.2	GRANITE CURB TYPEVA-4 - SPLAYED END	EA	1	\$350.00	\$350.00
506	GRANITE CURB TYPE VB - STRAIGHT	FT	3,250	\$33.61	\$109,232.50
509	GRANITE TRANSITION CURB - STRAIGHT	FT	575	\$42.10	\$24,207.50
511.1	GRANITE EDGING TYPE SB - STRAIGHT	FT	30	\$35.00	\$1,050.00
512.1	GRANITE EDGING TYPE SB (RADIUS 10 FEET OR LESS)	FT	30	\$40.00	\$1,200.00
580	CURB REMOVED AND RESET	FT	6,315	\$22.42	\$141,582.30
580.1	CURB REMOVED, RELOCATED AND RESET	FT	464	\$25.95	\$12,040.80

Item No.	Item Description	Unit	Quantity	Unit Price	Item Total Price
580.2	TRANSITION CURB REMOVED AND RESET	FT	700	\$23.42	\$16,394.00
582.2	CURB CORNER REMOVED, RELOCATED AND RESET	EA	3	\$300.00	\$900.00
583	EDGING REMOVED AND RESET	FT	150	\$20.44	\$3,066.00
594	CURB REMOVED AND DISCARDED	FT	510	\$6.10	\$3,111.00
596	CURB CORNER REMOVED AND DISCARDED	EA	67	\$75.00	\$5,025.00
597	EDGING REMOVED AND DISCARDED	FT	55	\$6.66	\$366.30
622.11	STEEL W BEAM HIGHWAY GUARD (COR-TEN WEATHERING) - TYPE SS (SINGLE FACED/WOOD POSTS)	FT	126	\$24.47	\$3,083.22
622.3	STEEL W BEAM HIGHWAY GUARD - CURVED (COR-TEN WEATHERING) - TYPE SS (SINGLE FACED/WOOD POSTS)	FT	13	\$26.29	\$341.77
622.41	STEEL W BEAM HIGHWAY GUARD (COR-TEN WEATHERING) - TYPE SS (SINGLE FACED/WOOD POSTS) - BURIED END	EA	2	\$956.92	\$1,913.84
627.1	STEEL W BEAM TERMINAL SECTION (COR-TEN WEATHERING) - SINGLE FACED	EA	1	\$61.09	\$61.09
627.6	STEEL HIGHWAY GUARD - TRANSITION BEAM - THRIE BEAM TO W BEAM (COR-TEN WEATHERING)	EA	3	\$1,246.00	\$3,738.00
628.1	LEADING END FOR STEEL BEAM HIGHWAY GUARD AT BRIDGE (COR-TEN WEATHERING)	EA	2	\$1,479.24	\$2,958.48
628.12	TRAILING END FOR STEEL BEAM HIGHWAY GUARD AT BRIDGE (COR-TEN WEATHERING)	EA	1	\$1,479.24	\$1,479.24
628.13	TRAILING END FOR STEEL BEAM HIGHWAY GUARD AT BRIDGE (COR-TEN WEATHERING) - MODIFIED FOR DRIVEWAY LOCATION - ALL THRIE BEAM WITH TERMINAL END	LS	1	\$2,543.37	\$2,543.37
635.1	HIGHWAY GUARD REMOVED AND DISCARDED	FT	400	\$3.15	\$1,260.00
670	SPLIT RAIL FENCE REMOVED AND RESET	FT	80	\$24.01	\$1,920.80
670.1	WHITE RAIL FENCE (WOOD-PAINTED) REMOVED AND RESET	FT	16	\$24.01	\$384.16
670.2	SPLIT RAIL FENCE REMOVED AND REPLACED	FT	90	\$35.00	\$3,150.00
670.3	WHITE PICKET FENCE (WOOD 4 FT. HT.) REMOVED & REPLACED	FT	24	\$35.00	\$840.00
670.4	WHITE PICKET FENCE (WOOD 3 FT. HT.) REMOVED & REPLACED	FT	80	\$35.00	\$2,800.00
673	TIMBER RETAINING WALL REMOVED AND REPLACED	LS	1	\$5,000.00	\$5,000.00

Item No.	Item Description	Unit	Quantity	Unit Price	Item Total Price
697	SEDIMENTATION FENCE	FT	350	\$3.75	\$1,312.50
697.1	SILT SACK	EA	90	\$160.00	\$14,400.00
702	HOT MIX ASPHALT WALK SURFACE	TON	815	\$183.24	\$149,340.60
703	HOT MIX ASPHALT DRIVEWAY	TON	365	\$176.83	\$64,542.95
703.1	HOT MIX ASPHALT DRIVEWAY - STAMPED PATTERN	SF	215	\$2.80	\$602.00
703.2	HOT MIX ASPHALT DRIVEWAY - STAMPED PATTERN - RED	SF	250	\$6.00	\$1,500.00
704.2	COBBLESTONE DRIVE APRON REMOVED AND RESET	SY	75	\$186.25	\$13,968.75
704.3	RED BRICK DRIVE APRON REMOVED AND RESET	SY	35	\$190.38	\$6,663.30
704.4	WHITE SHELL DRIVE APRON REMOVED AND REPLACED	TON	1	\$155.29	\$155.29
706.1	RED BRICK WALK REMOVED AND RELAID	SY	3	\$200.38	\$601.14
706.5	RED BRICK STEPS REMOVED AND RESET	SY	1	\$1,183.33	\$1,183.33
715	RURAL MAIL BOX REMOVED AND RESET	EA	5	\$175.62	\$878.10
741	ENGINEERS FIELD OFFICE AND EQUIPMENT (TYPE B)	MO	12	\$2,100.00	\$25,200.00
748	MOBILIZATION	LS	1	\$80,000.00	\$80,000.00
751	LOAM BORROW	CY	1,620	\$47.81	\$77,452.20
765	SEEDING	SY	11,800	\$2.00	\$23,600.00
767.8	BALES OF STRAW FOR EROSION CONTROL	EA	120	\$12.00	\$1,440.00
823.8	FLASHING BEACON SYSTEM REMOVED AND STACKED	LS	1	\$656.00	\$656.00
823.9	FLASHING WARNING SIGN SYSTEM REMOVED AND STACKED	LS	1	\$656.00	\$656.00
827.2	24 INCH WARNING CLUSTER (H1-2) - ALUMINUM PANEL (TYPE A)	EA	1	\$148.00	\$148.00
832	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A)	SF	300	\$11.70	\$3,510.00
833.5	DEMOUNTABLE REFLECTORIZED DELINEATOR - GUARD RAIL	EA	17	\$5.41	\$91.97
833.7	DELINEATION FOR GUARD RAIL TERMINI	EA	4	\$39.48	\$157.92
847.1	SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL	EA	210	\$122.04	\$25,628.40
851.1	TRAFFIC CONES FOR TRAFFIC MANAGEMENT	DAY	160	\$150.00	\$24,000.00
852	SAFETY SIGNING FOR TRAFFIC MANAGEMENT	SF	835	\$18.00	\$15,030.00
853.1	PORTABLE BREAKAWAY BARRICADE TYPE III	EA	10	\$156.87	\$1,568.70
854.034	TEMPORARY PAVING MARKINGS - 4 INCH (TAPE)	FT	1755	\$1.75	\$3,071.25
854.035	TEMPORARY PAVING MARKINGS - 4 INCH (REMOVABLE TAPE)	FT	1235	\$2.75	\$3,396.25

Item No.	Item Description	Unit	Quantity	Unit Price	Item Total Price
856.1	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	395	\$25.00	\$9,875.00
859	REFLECTORIZED DRUM	DAY	23400	\$0.25	\$5,850.00
860.04	4 INCH REFLECTORIZED WHITE LINE - TEMP. (PAINTED)	FT	24000	\$0.25	\$6,000.00
860.12	12 INCH REFLECTORIZED WHITE LINE - TEMP. (PAINTED)	FT	4150	\$0.50	\$2,075.00
861.04	4 INCH REFLECTORIZED YELLOW LINE - TEMP. (PAINTED)	FT	68000	\$0.25	\$17,000.00
865.1	CROSSWALKS AND STOP LINES - REFL. WHITE (THERMOPLASTIC)	SF	4150	\$3.25	\$13,487.50
866.04	4 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)	FT	24000	\$1.50	\$36,000.00
867.04	4 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)	FT	25200	\$1.25	\$31,500.00
874.02	STREET NAME SIGN	EA	56	\$99.00	\$5,544.00
874.1	STREET SIGN REMOVED AND RESET	LS	1	\$500.00	\$500.00
874.2	TRAFFIC SIGN REMOVED AND RESET	LS	1	\$500.00	\$500.00
874.3	TRAFFIC SIGNS REMOVED AND STACKED	LS	1	\$1,000.00	\$1,000.00
964.2	CONCRETE PROTECTIVE COATING	SF	1500	\$18.00	\$27,000.00
971.2	ASPHALTIC BRIDGE JOINT SYSTEM	LF	60	\$250.00	\$15,000.00
REGULAR CONTRACT ITEM TOTAL / CONTRACT SUBTOTAL =					\$4,563,177.58
Item No.	CONTRACT COMPANION ITEMS	Unit	Quantity	Unit Price	Item Total Price
999.001	TRAFFIC POLICE - REGULAR RATE (@ \$60.00/HR.)	\$	307200	\$1.00	\$307,200.00
999.002	TRAFFIC POLICE - OVERTIME RATE (@ \$90.00/HR.)	\$	115200	\$1.00	\$115,200.00
999.800	CONTINGENCY \$ (10%)	\$	456318	\$1.00	\$456,318.00
CONTRACT COMPANION ITEM TOTAL / CONTRACT SUBTOTAL =					\$878,718.00
ESTIMATED CONTRACT GRAND TOTAL =					\$5,441,895.58



September 2018



Housing Assistance Corporation's



Harwich



The Big Fix is a program of Housing Assistance Corporation

460 West Main Street, Hyannis, MA 02601

508-771-5400 ♦ www.HAConCapeCod.org



Housing Assistance Corporation's

Big Fix

Volunteer

Join us for a wonderful community service day in the Town of Falmouth as we send teams of volunteers to assist veterans, seniors and disabled homeowners with clean-up, landscaping and small home repair projects. Tasks can include weeding, pruning hedges, raking, hauling brush, cleaning gutters, and moving heavy/bulky items to and from storage. Basic home repair skills (painting, carpentry, electric, plumbing, masonry) are a plus, but not required. Since 2010, the Big Fix has mobilized more than 1300 volunteers and assisted 88 households in Barnstable, Sandwich, Dennis, Mashpee, Yarmouth, Bourne and Brewster. For more information log onto www.HAConCapeCod.org/Big-Fix or volunteer@HAConCapeCod.org or 508-771-5400, ext. 279.

Description of project

The Big Fix is a community service event coordinated by Housing Assistance Corporation (HAC). The vision of this event is to make home and landscaping improvements that will enhance the comfort, safety and quality of life for veterans, the disabled, and seniors on Cape Cod and the Islands. Our mission is to engage community volunteers in performing small home repairs, cleaning and landscaping work at homes selected to receive assistance. The accumulation of small home repairs can become a burden to this population of the community.

The homeowners selected to receive assistance through this program will be chosen based on income, repair needs and our ability to meet requests. Once selected, a homeowner will be asked to identify home maintenance projects and repairs they need completed. Prior to the event all homes will be inspected by a skilled professional to determine the materials and skills needed to complete all projects.

History

Barnstable 2010 (22 houses/150+ volunteers)
Sandwich 2011 (7 houses/1 over flow project/124 volunteers)
Dennis 2012 (10 houses/195 volunteers)
Mashpee 2013 (12 houses/250 volunteers)
Yarmouth 2014 (11 houses/200 volunteers)
Bourne 2015 (12 houses/175 volunteers)
Brewster 2016 (14 houses/278 volunteers)
Falmouth 2017

Schedule of Towns

Harwich - September 2018 (TBD)

Previous sponsors have included: Hero's In Transition, 99 Restaurant, Botello Lumber, Cape Associates, Eastern Bank, HB&RACC, Home Depot, Hubbard Paint & Wallpaper, Hyannis Toyota, Lamberts, Oceanside Restoration, Princi & Son Landscaping, Subway, TD Charitable Foundation, The Valle Group, Whole Foods Market and many more.

Become a sponsor

If you are interested in becoming a sponsor for this exciting event, please contact:
Deanna Bussiere at dbussiere@HAConCapeCod.org or 508-771-5400, ext. 270.



www.HAConCapeCod.org



Date TBD: September 2018

The Big Fix is Community



Housing Assistance Corporation
Cape Cod



Building a community where everyone has a safe, stable and decent place to live.

live learn work grow

HAConCapeCod.org

Big Fix Vision & Mission

The vision of this event is to make home and landscaping improvements that will enhance the comfort, safety and quality of life for seniors, the disabled and veterans on Cape Cod and the Islands. We engage community volunteers in performing the work at homes selected to receive assistance.



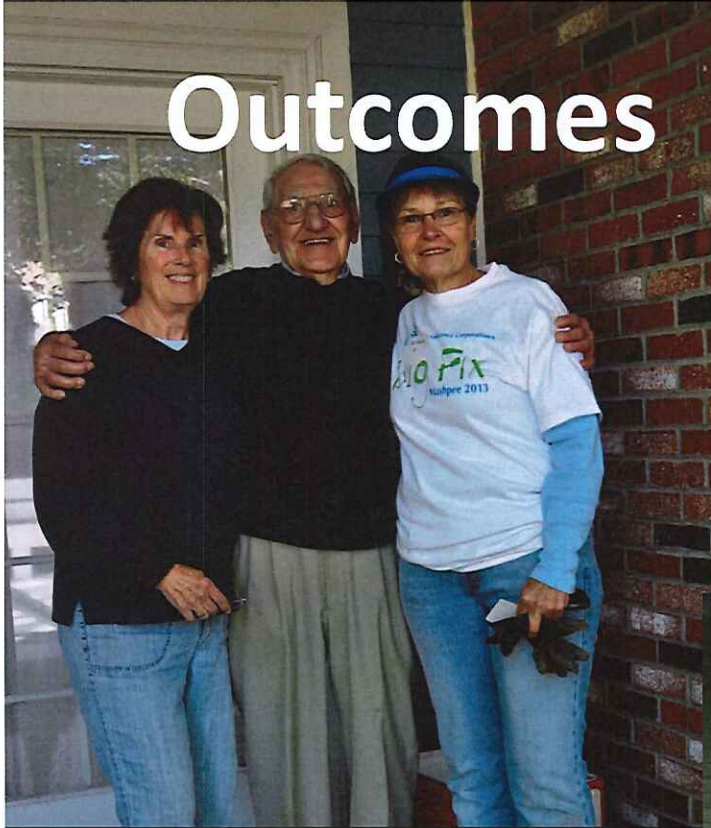
Impact

Barnstable 2010
Sandwich 2011
Dennis 2012
Mashpee 2013
Yarmouth 2014
Bourne 2015
Brewster 2016
Falmouth 2017

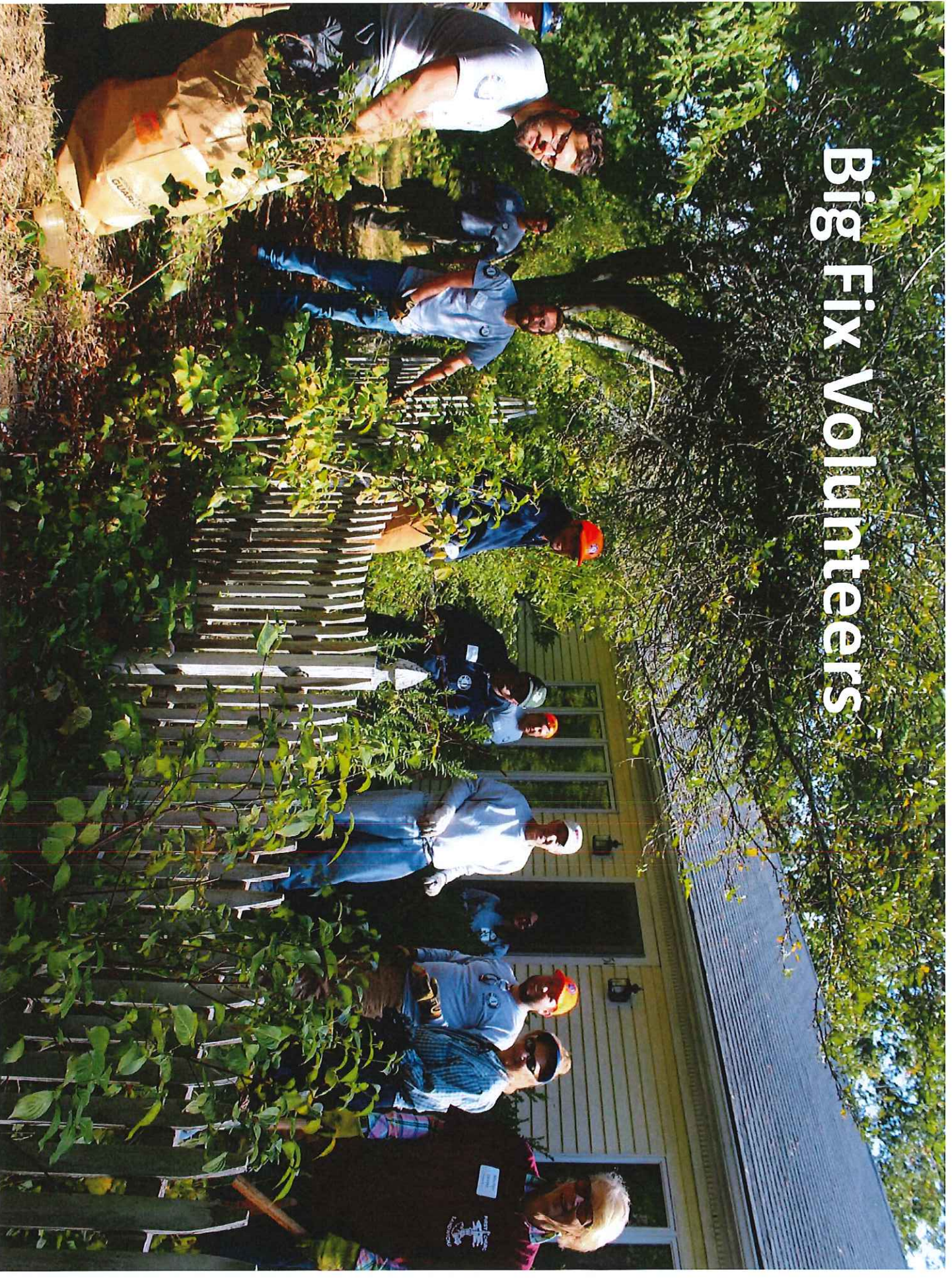
Helping More Than 100 Homeowners
Driven by over 1500 Volunteers



Outcomes



Big Fix Volunteers





Major Sponsor: Heroes In Transition

Big Fix Lunch Sponsor



u'll Always Come Back For More™

Big Fix Breakfast Sponsor



Big Fix Harwich September 2018!



2010 BARNSTABLE 22 HOUSES/150+ VOLUNTEERS	2013 MASHPEE 12 HOUSES/250 VOLUNTEERS	2016 BREWSTER 14 HOUSES/278 VOLUNTEERS
2011 SANDWICH 7 HOUSES/124 VOLUNTEERS	2014 YARMOUTH 12 HOUSES/240 VOLUNTEERS	2017 Falmouth
2012 DENNIS 10 HOUSES/195 VOLUNTEERS	2015 BOURNE 12 HOUSES/175 VOLUNTEERS	

Sandy Robinson

From: Christopher Clark
Sent: Wednesday, June 21, 2017 10:16 AM
To: Sandy Robinson; Charleen Greenhalgh
Subject: FW: Yarmouth Affordable Housing Trust
Attachments: DOC695.pdf; DOC696.pdf

From: Waygan, Mary [mailto:MWaygan@yarmouth.ma.us]
Sent: Wednesday, June 14, 2017 11:26 AM
To: Alyxandra K. Sabatino <asabatino@town.harwich.ma.us>; hartfordrep@msn.com; Christopher Clark <cclark@town.harwich.ma.us>
Subject: RE: Yarmouth Affordable Housing Trust

Hi!
Here is the complete series of documents from 2007 and 2001 about the formation of the Trust by Town Meeting. Don't forget to read MGL c. 44 Sec 55 .

Also here is the contract info for Veteran Outreach Center.

Arthur, I will try to track down that contact for the group homes. ☺

Mary Waygan, Affordable Housing/CDBG Program Administrator
Town of Yarmouth Department of Community Development
1146 Route 28. South Yarmouth, MA 02664
508-398-2231 ext 1275 TDD 508-398-2231 Fax 508-398-2365
mwaygan@yarmouth.ma.us

From: Alyxandra K. Sabatino [mailto:asabatino@town.harwich.ma.us]
Sent: Wednesday, June 14, 2017 10:24 AM
To: Waygan, Mary; hartfordrep@msn.com; Christopher Clark
Subject: RE: Yarmouth Affordable Housing Trust

Thank you very much Mary!

From: Waygan, Mary [mailto:MWaygan@yarmouth.ma.us]
Sent: Tuesday, June 13, 2017 4:58 PM
To: Alyxandra K. Sabatino <asabatino@town.harwich.ma.us>; hartfordrep@msn.com; Christopher Clark <cclark@town.harwich.ma.us>
Subject: Yarmouth Affordable Housing Trust

Hi!
As a follow up to our meeting, please find attached some model documents from the Yarmouth Affordable Housing Trust. These include:
Town Meeting Warrant Article and Town Bylaw
Declaration of Trust
Resignation, Acceptance, and Appointment of Trustees

Staff Job Description
Application for CPA Funds
Certificate of Vote by Trust
RFP for Affordable Housing Creation
RFP for Land Disposition
Land Disposition Agreement

Hope that help!

Yours,

Mary Waygan, Affordable Housing/CDBG Program Administrator
Town of Yarmouth Department of Community Development
1146 Route 28, South Yarmouth, MA 02664
508-398-2231 ext 1275 TDD 508-398-2231 Fax 508-398-2365
mwaygan@yarmouth.ma.us

Chapter 6
AFFORDABLE HOUSING TRUST

§ 6-1. Appointments.

§ 6-3. Removal.

§ 6-2. Duties and responsibilities.

[HISTORY: Adopted by the Annual Town Meeting of the Town of Yarmouth 4-10-2007 by Art. 22, approved 7-31-2007. Amendments noted where applicable.]

§ 6-1. Appointments.

As authorized by MGL c. 44, § 55C, the Board of Selectmen shall appoint five Trustees, one of whom shall be the Yarmouth Town Administrator who shall act as Chairman and shall have a vote. The remaining four Trustees shall be appointed for two-year staggered terms.

§ 6-2. Duties and responsibilities.

- A. The Trust shall have the authority as outlined in MGL c. 44, § 55C, except that a majority vote of the Board of Selectmen will be required before the Affordable Housing Trust:
- (1) Accepts real property, personal property and other contributions;
 - (2) Purchases real or personal property;
 - (3) Sells, leases, exchanges, transfers or conveys property.
- B. In addition, the Affordable Housing Trust shall have the following duties:
- (1) The Trust shall oversee such funds and use the funds to create and preserve affordable housing opportunities in the Town of Yarmouth.
 - (2) The Trust shall work with the Town's Affordable Housing Committee to develop an affordable housing plan, which shall be updated each year and a copy presented to the Board of Selectmen.

§ 6-3. Removal.

A member may be removed from the Trust by the Board of Selectmen by a majority vote after a public meeting or by failure to reappoint.



TOWN OF YARMOUTH

OFFICE OF THE TOWN CLERK

1146 ROUTE 28, SOUTH YARMOUTH, MA 02664

TELEPHONE (508) 398-2231 FAX (508) 760-4842

XXXXXXXXXXXXXXXXXXXX
Jane E. Hastings, CMC
Jane E. Hibbert, CMC

MATTACHEESE MIDDLE SCHOOL

'0' QUORUM

APRIL 11, 2007

ARTICLE 22: To see if the Town will vote to amend the Town of Yarmouth Code (Bylaws) to add a new Chapter 6 (or appropriate number) "Yarmouth Affordable Housing Trust" as authorized by Massachusetts General Laws Chapter 44, Section 55C, as amended:

6-1 Appointments – As authorized by Chapter 44, Section 55C, the Board of Selectmen shall appoint 5 Trustees, one of whom shall be the Yarmouth Town Administrator who shall act as Chairman and shall have a vote. The remaining 4 Trustees shall be appointed for two year staggered terms.

6-2 Duties and Responsibilities – The Trust shall have the authority as outlined in Chapter 44, Section 55C, except that a majority vote of the Board of Selectmen will be required before the Affordable Housing Trust:

Accepts real property, personal property and other contributions;
Purchases real or personal property;
Sells, leases, exchanges, transfers or conveys property; or
Borrows money.

In addition, the Affordable Housing Trust shall have the following duties:

The Trust shall oversee such funds and use the funds to create and preserve affordable housing opportunities in the Town of Yarmouth.

The Trust shall work with the Town's Affordable Housing Committee to develop an affordable housing plan, which shall be updated each year and a copy presented to the Board of Selectmen.

6-3 Removal – A member may be removed from the Trust by the Board of Selectmen by a majority vote after a public meeting or by failure to reappoint.

(Affordable Housing Committee)

On motion made by Alan Aarons, and duly seconded, the Board of Selectmen and Finance Committee recommended, to move Article 22 as printed in the warrant.

On motion made by Joseph Mirisola, and duly seconded to amend 6-2 section to delete "or borrows money."

The vote on the on the amendment carries by the requisite majority.

The vote on Article 22 as amended carries by the requisite majority.

7:56 P.M.

6-1 Appointments – As authorized by Chapter 44, Section 55C, the Board of Selectmen shall appoint 5 Trustees, one of whom shall be the Yarmouth Town Administrator who shall act as Chairman and shall have a vote. The remaining 4 Trustees shall be appointed for two year staggered terms.

6-2 Duties and Responsibilities – The Trust shall have the authority as outlined in Chapter 44, Section 55C, except that a majority vote of the Board of Selectmen will be required before the Affordable Housing Trust:

Accepts real property, personal property and other contributions;
Purchases real or personal property;
Sells, leases, exchanges, transfers or conveys property.

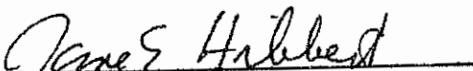
In addition, the Affordable Housing Trust shall have the following duties:

The Trust shall oversee such funds and use the funds to create and preserve affordable housing opportunities in the Town of Yarmouth.

The Trust shall work with the Town's Affordable Housing Committee to develop an affordable housing plan, which shall be updated each year and a copy presented to the Board of Selectmen.

6-3 Removal – A member may be removed from the Trust by the Board of Selectmen by a majority vote after a public meeting or by failure to reappoint.

A True Copy Attest:



Jane E. Hibbert, CMC
Town Clerk
Town of Yarmouth
Pages 1 -2

Sandy Robinson

From: Christopher Clark
Sent: Thursday, July 20, 2017 10:17 AM
To: Sandy Robinson
Subject: FW: Housing Coordinator
Attachments: CPC Article 9 ATM.pdf

From: Donna Kalinick [mailto:dkalinick@brewster-ma.gov]
Sent: Wednesday, July 12, 2017 8:20 PM
To: Christopher Clark <cclark@town.harwich.ma.us>
Subject: FW: Housing Coordinator

Hi Chris, Art Bodin has been in touch with me about our recent hiring of a part-time coordinator. I am attaching for you the article which authorized this via CPC town meeting vote this spring in the amount of \$30,000. We received 7 applications, interviewed 5 and came down to two qualified finalists. The position will begin on July 24th. I think Art offered to have me come to your Board; I had actually offered to meet with the Harwich Housing Committee with our new coordinator once she is established to share some ideas, particularly on the Buy Down Program. Anyway, I am happy to answer any questions for you about our process. We are also going to look at setting up a Housing Trust and will probably attend the presentation that Yarmouth provides to your Board. I will see you Thursday at the Manager's meeting. Sincerely, Donna

Donna J. Kalinick
Assistant Town Administrator
Procurement Officer, MCPPO
Town Administrators Office
Town of Brewster
508-896-3701 X1130

COMMENT

This article provides funding for the Fiscal Year 2018 operational budget for the Nauset Regional School District. The overall operating budget for the Nauset Regional Schools stands at \$21,789,843, which represents an increase of 2.48% over the prior year. Brewster's share of the Nauset Schools operational budget is \$9,953,157. Brewster's proportionate share of enrollment has increased from 45% in Fiscal Year 2017 to 45.678% in Fiscal Year 2018.

Selectmen: Yes 5, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

ASSESSMENT FORMULA FOR NAUSET REGIONAL SCHOOLS

ARTICLE NO. 8: To see if the Town will vote to accept the provisions of Massachusetts General Laws, Chapter 71, Section 16B, which would allocate the sum of the member towns' contributions to the Nauset Regional School District in Fiscal Year 2019 in accordance with the Regional Agreement rather than the Education Reform Formula, so-called, or to take any other action relative thereto.

(Nauset Regional School Committee)

(Majority Vote Required)

COMMENT

This article will apportion the Nauset Regional School District's assessment to the four member towns based on their proportionate enrollment within the school district. This is the method provided within the inter-municipal agreement, approved by the towns establishing the Nauset Regional School District. This allocation method has been applied in each of the last nineteen years by Town Meeting vote.

Selectmen: Yes 5, No 0, Abs 0 Finance Committee: Yes 7, No 0, Abs 0

COMMUNITY PRESERVATION ACT FUNDING

ARTICLE NO. 9: To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2018 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year, or to take any other action relative thereto.

(Community Preservation Committee)

(Majority Vote Required)

Motion: Move that the following sums be appropriated or reserved for later appropriation from the Community Preservation Fund Fiscal Year 2018 revenues or other available funds as indicated herein, for the administrative and operating expenses of the Community Preservation Committee, the undertaking of community preservation projects and all other necessary and

proper expenses, for Fiscal Year 2018 community preservation purposes as set forth herein, with each item considered a separate appropriation to be spent by the Community Preservation Committee, as shown below:

Purpose	Amount
Historic Preservation	
Professional Services	\$ 30,000
Designated Reserves for Historic Preservation	\$ 77,021
<i>Sub-total</i>	<i>\$107,021</i>
Community Housing	
Part-Time Housing Coordinator	\$ 30,000
Professional Services	\$ 10,000
Designated Reserves for Community Housing	\$ 67,021
<i>Subtotal</i>	<i>\$107,021</i>
Open Space	
Professional Services	\$ 50,000
Debt Service Principal & Interest	\$302,433
Designated Reserves for Open Space	\$182,674
<i>Subtotal</i>	<i>\$535,107</i>
Reserves for Community Preservation	
Brewster Woods	\$550,000
Bikeways Committee	\$100,000
Professional Services	\$ 10,000
Administration Expense	\$ 15,000
<i>Subtotal</i>	<i>\$675,000</i>
<i>Total</i>	<i>\$1,424,149</i>
Funding Sources:	
Raised and Appropriated from FY2018 Community Preservation Surcharge	\$887,678
From State matching funds for FY2017, to be received in FY2018	\$177,536
From Interest Earned	\$ 5,000
From Fund Balance for Community Preservation	\$353,935
<i>Total</i>	<i>\$1,424,149</i>

For Fiscal Year 2018 Community Preservation purposes, each item is considered a separate appropriation to be spent by the Community Preservation Committee; provided however, that the above expenditures may be conditional on the recording of the appropriate historic preservation restrictions for historic resources, open space restrictions for open space reserves, and housing restrictions for community housing; running in favor of an entity authorized by the

Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Massachusetts General Law Chapter 184, Section 12 of the Community Preservation Act;

Further, to sunset professional services authorization(s) at the close of the fiscal year and transfer any unused balance to their respective fund balance(s);

And further, any revenues received in excess of the estimated receipts are transferred to their respective reserve fund balance(s) for future appropriation using the allocation formula of 50% Open Space, 10% Housing, 10% Historical and 30% for Community Preservation Reserve.

COMMENT

In May of 2005, Brewster voters approved a ballot question which allowed for the adoption of the modified Community Preservation Act. The act appropriates a 3% surcharge on the town's real estate tax revenues, which are reserved in a special fund in order to finance projects and programs for the purposes of preservation of open space, recreation, community housing, and historic preservation. Brewster is also eligible to receive up to 100% in matching funds from the State, although we anticipate a reduced reimbursement rate from the State for Fiscal Year 2018, which is projected at 22%. Brewster established, through a local bylaw, a distribution schedule for the CPA funds according to the following: 50% of the funds for open space, 10% for community housing, 10% for historic preservation, and 30% balance is available for housing, historic preservation and/or active or passive recreation projects.

Historic Preservation:

Professional Services- This money provides funding for project related expenses such as appraisals, consultants, grant application/administration, legal fees.

Designated Reserves for Historic Preservation- This item will allocate the balance of the unused Historic Preservation funds for Fiscal Year 2018 into the Historic Preservation account.

Community Housing:

Part-time Housing Coordinator- The project request is to hire a part-time Housing Coordinator (approximately 15 hours per week). The position is necessary to provide programmatic and administrative support to the Town, CPC, the Local Housing Partnership, and members of the public with the myriad of issues and organizations related to affordable housing and to help the Town work toward the goal of having at least 10% of its year-round housing stock be designated as affordable.

Professional Services- This money provides funding for project related expenses such as appraisals, consultants, grant application/administration, legal fees.

Designated Reserves for Community Housing- This item will allocate the balance of the unused Community Housing funds for Fiscal Year 2018 into the Community Housing account.

Brewster, Massachusetts

Position Title:	Housing Coordinator	Grade Level:	Bylaw Grade III
Department	Planning	Date:	April 2017
Reports to:	Town Planner	FLSA	Non-Exempt

Statement of Duties: Employee is to perform responsible professional, technical, and administrative work in providing support services for housing-related programs, projects and activities; all other related work as required. The Housing Coordinator is responsible for housing related services assigned through the Town Planner for the Town of Brewster Housing Partnership, the Community Preservation Committee and other boards and committees that have affordable housing initiatives.

Supervision Required: Under general supervision of the Town Planner, and in accordance with state and local laws and regulations. In coordination with the Town Planner the employee will develop an annual work plan and complete the work in accordance with established departmental policies and standards. The employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction, as needed. The employee may supervise the work of various technical contractors.

Confidentiality: The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations, or transactions, and determining actions to be taken within the limits of standard or accepted practices. Employee may have access to some confidential information that is obtained during performance of essential functions. Discretion regarding sensitive information is critical.

Judgment: State and Regional housing guidelines include a large body of policies, practices, and precedents, which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying State and local regulations to ensure that department operations are in compliance.

Work Environment: Employee performs work in a typical office setting with frequent interruptions and no occupational risk to the employee.

Nature and Purpose of Relationships: Contacts are primarily with co-workers, the public, and State and Regional agencies involving frequent explanation, discussion or interpretation of affordable housing practices, procedures, regulations and guidelines. Other regular contacts are with service recipients and employees of outside organizations such as vendors, banks and/or developers/ contractors. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints. Employee will coordinate with Town Planner before furnishing news media with information such as meeting agendas, project details or departmental procedures.

Accountability: Consequences of errors, missed deadlines or poor judgment could result in excessive cost, delay of service delivery or legal repercussions to the Town.

Brewster, Massachusetts

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Provides housing related support services for the Town, Housing Partnership, Community Preservation Committee (CPC), and the Planning Board, as appropriate.
2. Coordinates and assists in setting annual priorities for the implementation of the Affordable Housing Production plan.
3. Administers housing assistance programs such as the CPC Homeowner Buy-Down Program and other town supported housing assistance projects.
4. Maintains an inventory of the Town's Subsidized Housing Inventory and monitors compliance with affordability requirements.
5. Identifies affordable housing opportunities such as maintaining a list of town owned vacant parcels; identifying possible public private partnerships for housing; and seeking available housing grant opportunities.
6. With respect to any Town-initiated affordable housing projects, assists Planning Department, CPC, and Housing Partnership in developing scope, schedule and terms of requests for proposals (RFPs) and other project documents, coordinates review by other town boards and departments, and public comment. Coordinates plan review with technical experts and consulting engineers, as needed.
7. Attends regular meetings of the Housing Partnership. Attend other Boards or Committee meetings as needed. Prepares support materials as needed.
8. Assists the Town Planner in preparing and/or reviewing proposed zoning bylaw amendments and amendments to specific Board's rules and regulations.
9. Assists in development and execution of housing-related public educational programs/events.
10. Responds to questions and requests for information from the public and other town departments. Provides guidance and technical assistance as necessary.
11. Keeps current with state and federal housing policy issues.
12. Attends regional and professional development meetings as necessary.
13. Performs similar or related work as required, directed or as situation dictates.

Brewster, Massachusetts

Recommended Minimum Qualifications:

Education and Experience: Position requires an Associate's degree in government, municipal planning, business or related field, 1 - 3 years' experience municipal management, housing, planning, procurement or related field; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Knowledge, Abilities and Skill

Knowledge: Comprehensive knowledge of the functions of municipal government, local bylaws, rules and regulations. Good understanding of affordable housing issues. General understanding of the interaction between local, state and federal government. General knowledge of Massachusetts General Laws, especially as they apply to housing and zoning. Good working knowledge of office practices and procedures, forms and equipment.

Ability: Ability to interact effectively and appropriately with the public and other town personnel; ability to complete multiple tasks in a timely, detailed and accurate manner. Has the ability to work independently and to maintain sensitive, confidential information.

Skill: Proficient computer skills including word processing and spread sheet applications, organizational skills, recordkeeping and clerical skills, oral and written communication and presentation skills.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Skills: Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as ledger books, photocopy and computer paper. Position requires basic motor skills for activities such as: operating a personal computer and/or most other office equipment, typing and/or word processing, filing, moving objects or sorting of papers. Employee is required to routinely read documents and reports for understanding and analytical purposes.

This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the position change.

PARCELS WITH BUILDINGS

OWNER	PARCEL	PARCEL LOCATION	TOTAL TITLE	TAKE DT	BILLS MAILED TO	WATER	LETTER
BARBARA ADAMS	69/X5-R	404 QUEEN ANNE RD	49,549.50	02/20/2008		FY 17 & 16 DUE	RETURNED
MYRA LOUISE SPRINGER BURNS	46/X6-R	21 DEACONS FOLLY RD	89,317.89	02/20/2008		NONE	RETURNED
SUZANNE R SAUVAGE	40/S7-R	25 PARALLEL ST	19,948.77	02/20/2008	OUT OF STATE	FY 17 DUE	
ARLENE KOMYATHY &	80/D97-R	19 INKBERRY LN	44,992.12	11/20/2008	OUT OF STATE	FY 17 DUE	
CHARLES N FELT	6B/L89-R	25 CENTRAL AV	25,765.27	11/20/2008	OUT OF STATE	FY 17 DUE	
JAMES D PENA	70/E4-R	466 QUEEN ANNE RD	23,858.01	11/05/2009	LYNNFIELD	PAID	
LINDSEY B HALE	6B/H1-2-R	38 OCEAN AV	41,982.84	11/05/2009	WALTHAM	PAID	
ROBERT S GROSE ET AL,	18/X1-11-R	75 DEPOT ROAD WEST	31,645.31	11/05/2009		PAID	
THOMAS P WOODRUFF SR &	18/E5-R	111 DEPOT ROAD WEST	45,576.66	11/05/2009		FY 17 & 16 DUE	
LINDA AZANOW	32/F1-41-R	3 PASTURE LN	50,075.51	06/07/2010	NATICK	PAID	
SHARON JAMES	56/W3-R	13 QUEEN ANNE RD	16,600.78	06/07/2010	OUT OF STATE	FY 17 & 16 DUE	
FORTUNATA SANTOS	39/C3-11-R	5 SANTOS LN	7,519.86	11/10/2011		NONE	
JEANNETT J SULLIVAN	3/E1-B-R	125 BELMONT RD	20,600.48	07/27/2012	OUT OF STATE	FY 17 & 16 DUE	
STEVEN LEDERMAN	23/W2-R	58 HOYT RD	30,344.28	07/27/2012		FY 17 & 16 DUE	
ANITA M ERAMIAN ET AL	47/A6-1-R	448 MAIN ST	4,002.33	11/07/2013		PAID	
FRANCA V EILERS &	70/K3-24-R	8 OAK LEAF CIR	14,421.67	10/16/2014		PAID	
CAROLYN CURTIS-MAHONEY &	18/X3-13-R	52 BELLS NECK RD	5,616.74	08/07/2015	STOUGHTON	PAID	
JOHN HARDIN &	18/N3-R	199 DIVISION ST	950.55	08/07/2015	HOPKINGTON	PAID	
BERNARD G SYKES TRUSTEE,	16/N1-23-R	27 SAQUATUCKET BLUFFS	69,672.67	10/13/2016		FY 17 DUE	
ELSA M GALETSA ET ALS	22/A2-8-R	35 MOODY RD	5,033.21	10/13/2016	OUT OF STATE	FY 17 DUE	
WALTER D DALUZE,	72/A1-4-R	656 QUEEN ANNE RD	6,317.77	10/13/2016		PAID	
BLUE HIGHLIGHT INDICATES POSSIBLE RESIDENCY			603,792.22				

CONDOS

OWNER	PARCEL	PARCEL LOCATION	TOTAL TITLE	TAKE DT	LOCATION	WATER	LETTER
BERNARD G SYKES TRUSTEE,	58/G4-2-5-R	136 FACTORY RD	3,405.02	10/16/2014			
BERNARD G SYKES TRUSTEE,	58/G4-2-1-R	136 FACTORY RD	3,411.72	10/16/2014			
BERNARD G SYKES TRUSTEE,	58/G4-2-6-R	136 FACTORY RD	3,888.20	10/16/2014			
BERNARD G SYKES TRUSTEE,	58/G4-2-4-R	136 FACTORY RD	3,913.88	10/16/2014			
BERNARD G SYKES TRUSTEE,	58/G4-2-2-R	136 FACTORY RD	6,989.56	10/16/2014			
DEBORAH ANN DESIMONE	13/T4-2-14A-R	405 LOWER COUNTY RD	1,620.09	10/16/2014	QUINCY		RETURNED
BERNARD G SYKES TRUSTEE,	58/G4-2-7-R	136 FACTORY RD	1,286.45	10/13/2016			
BERNARD G SYKES TRUSTEE,	58/G4-2-8-R	136 FACTORY RD	1,286.45	10/13/2016			
BERNARD G SYKES TRUSTEE,	58/G4-2-9-R	136 FACTORY RD	2,340.71	10/13/2016			

28,142.08

LAND ONLY

OWNER	PARCEL	PARCEL LOCATION	TOTAL TITLE	TAKE DT	LOCATION	WATER	LETTER
IDA HUBBARD	55/L1-R	DEPOT ST	6,573.34	07/05/1968			RETURNED
ROGER NUNES SR	39/J4-R	MAIN ST	22,239.73	07/29/1970			
PATRICIA MARKOFF TRS, UNKNOWN OWNERS	22/S3-R 31/D13-1-R	71 FOREST ST 129 FOREST ST	56,149.30 7,900.27	09/14/1979	FALMOUTH UNKNOWN		
CHASE HARRY H EST OF	11/U3-B-R	191 ROUTE 28	82,491.72	09/24/1982	S. DENNIS		
DELLA F GABBETT EST OF	44/P4-A-R	70 DEPOT RD	59,399.62	09/30/1983	AMHERST		
CHARLES D HOLMES	72/G3-R	QUEEN ANNE RD	94,832.04	09/28/1984			RETURNED
DAVIS STEPHEN	31/P8-R	FOREST ST	17,118.97	09/27/1985			RETURNED
LILLIAN HARDING UNKNOWN OWNERS	115/K6-R 69/N2-R	ROUTE 28 MID CAPE HWY	10,338.73 6,865.69	09/27/1985	UNKNOWN UNKNOWN		
WILLIAM JOHNSTON UNKNOWN OWNERS	78/A1-52-53-R 24/C3-R	BELMONT GARDENS GORHAM RD	54.03 2,737.26	09/27/1985	UNKNOWN UNKNOWN		
UNKNOWN OWNERS	76/B3-R	MUDDY CREEK	5,374.17	09/25/1986	UNKNOWN		
UNKNOWN OWNERS	31/D18-R	115 FOREST ST	64,090.66	09/25/1986	UNKNOWN		
CHASE MARSHALL E EST OF	27/A3-R	BELLS NECK RD	3,866.74	09/24/1987	OUT OF STATE		RETURNED
CHASE MARSHALL E EST OF	28/A1-R	BELLS NECK RD	9,328.92	09/24/1987	OUT OF STATE		RETURNED
JOHN S FERNANDES UNKNOWN OWNERS	56/W5-R 31/C7-R	244 MAIN ST BANK ST	49,728.91 3,818.71	09/24/1987	OUT OF STATE UNKNOWN		
UNKNOWN OWNERS	32/B6-R	BANK ST	3,822.30	09/24/1987	UNKNOWN		
UNKNOWN OWNERS	32/B5-R	BANK ST	4,389.28	09/24/1987	UNKNOWN		
UNKNOWN OWNERS	57/E3-R	QUEEN ANNE RD	4,603.24	09/24/1987	UNKNOWN		
UNKNOWN OWNERS	31/C3-R	SISSON RD	5,583.78	09/24/1987	UNKNOWN		
UNKNOWN OWNERS	31/P4-R	BANK ST	8,336.38	09/24/1987	UNKNOWN		
UNKNOWN OWNERS	31/C5-R	FOREST ST	14,988.43	09/24/1987	UNKNOWN		
UNKNOWN OWNERS	32/B7-R	BANK ST	15,160.96	09/24/1987	UNKNOWN		
UNKNOWN OWNERS	55/L4-R	DEPOT ST	17,836.04	09/24/1987	UNKNOWN		
PATRICIA MARKOFF TRS, PATRICIA MARKOFF TRS,	22/X1-21-R 22/M1-R	GRASSY POND RD GRASSY POND RD	5,209.65 42,569.51	09/30/1988	FALMOUTH FALMOUTH		
STEVEN A COVE SR	34/E5-R	CHATHAM RD	1,126.44	11/02/1989	PROVINCETOWN		
STEVEN A COVE SR	43/E8-R	CHATHAM RD	3,525.69	11/02/1989	PROVINCETOWN		
STEVEN A COVE SR	34/E4-R	CHATHAM RD	42,893.09	11/02/1989	PROVINCETOWN		
UNKNOWN OWNERS	31/P11-R	BANK ST	14,199.70	11/02/1989	UNKNOWN		
JOHN J CROWLEY ET AL TRUSTEE	46/M9-R	DEACONS FOLLY RD	2,613.88	11/26/1990	HINGHAM		
UNKNOWN OWNERS	57/A6-R	88 QUEEN ANNE RD	56,186.35	11/26/1990	UNKNOWN		

GRACE SPINOLA	48/T11-R	511 MAIN ST	10,384.21	01/27/1993	BROCKTON	NONE	
GRANITE MOTORBILE COMPANY	73/X173-R	1238 ORLEANS RD	4,830.52	01/27/1993	CHATHAM		RETURNED
DAVID M HALL	13/L1-13-R	13 VILLAGE GREEN	56,164.48	10/11/1994	BOSTON		RETURNED
CLARENCE L CHASE	46/F6-R	260 MAIN ST	33,576.07	10/16/1995	W. SOMERVILLE		
CLARENCE L CHASE	46/F2-R	259 MAIN ST	34,213.03	10/16/1995	W. SOMERVILLE		
UNKNOWN OWNERS	28/C8-R	BELLS NECK RD	26,384.60	10/17/1995	UNKNOWN		
BARNSTABLE HOLDING CO INC	103/V4-2-R	LONG POND DR	13,006.42	11/10/1998	HYANNIS		RETURNED
LOUIS HELFAND OR THE HEIRS	OF 78/A47-R	5 ROGERS RD	25,546.57	03/30/2000	OUT OF STATE		
BENJAMIN ROSE ESTATE OF	69/X4-R	QUEEN ANNE RD	25,807.81	02/26/2003	FALMOUTH		
DONALD NEWTON &	113/K1-R	HALLS WAY	136,905.38	02/26/2003	MELROSE		
EMMA FREEMAN WHITE ET ALS	33/E1-R	CHATHAM RD	9,442.92	02/26/2003	OUT OF STATE		
EUGENE F NICHOLS	94/B1-1-R	NATHAN WALKER RD	63,938.52	02/26/2003	UNKNOWN		
FLORENCE ELDREDGE	31/D13-R	FOREST ST	47,497.56	02/26/2003			RETURNED
HENRY SMALL ET ALS	58/N9-R	281 QUEEN ANNE RD	73,448.61	02/26/2003	UNKNOWN		
JAMES MCFILLIN	41/S1-73A-R	CHATHAM RD	1,596.59	02/26/2003	OUT OF STATE		
JAMES MCFILLIN	41/S1-7-R	3 BERIAH BROOKS RD	2,866.67	02/26/2003	OUT OF STATE		
JAMES MCFILLIN	41/S1-52A-R	13 TODY BOLE LN	29,218.47	02/26/2003	OUT OF STATE		
JOHN E WHITE &	43/E11-R	CHATHAM RD	7,431.74	02/26/2003	OUT OF STATE		
JOHN PERRY	56/K4-R	72 BOG LN	68,754.31	02/26/2003	OUT OF STATE		RETURNED
LOUISA ESTATE NICKERSON OF	73/F7-R	SETH WHITEFIELD RD	69,370.66	02/26/2003	UNKNOWN		
MANUEL SANTOS ESTATE OF	47/C7-R	MAIN ST	6,627.22	02/26/2003			RETURNED
MANUEL THACHER JR	39/C3-8-2-R	7 SANTOS LN	71,636.07	02/26/2003			RETURNED
MANUEL THACHER JR	39/C3-8-1-R	3 SANTOS LN	85,747.19	02/26/2003			RETURNED
RAGOSA MARY MARGARET ET ALS	39/B6-R	404 GREAT WESTERN RD	51,177.37	02/26/2003	BOSTON		RETURNED
RALPH C NICKERSON ET ALS	67/T3-R	MID CAPE HWY	2,583.09	02/26/2003	OUT OF STATE		RETURNED
DEBORAH L HALLIDAY ET AL	28/D2-R	NORTH RD	1,559.78	11/07/2003	WEYMOUTH		RETURNED
JOSEPH W CULLEN	4/S5-4-R	122 LOWER COUNTY RD	49,136.94	11/07/2003			
BARBARA J DECOSTA	32/C3-R	4 LOVERS LN	1,069.37	06/30/2004	OUT OF STATE		RETURNED
STEPHEN KONOPACKA	74/R3-4-R	1289 ORLEANS RD	23,378.54	06/30/2004	STONEHAM		
FIDELITY FINANCIAL INC	93/C2-7-R	COURTNEY RD	1,108.82	02/20/2008	CENTERVILLE		RETURNED
FLEET BANK SUCCESSION TRUSTEE	95/B18-R	ROUND COVE RD	3,825.11	02/20/2008	BOSTON		RETURNED
JENNIFER S WELCH TR	78/H11-7-11-R	16 ENGLE ST	20,665.39	11/20/2008	CUMMAQUID		
SHAWN M ELLIS TRS ET ALS	78/H3-8-11-R	FULLER ST	18,347.40	11/20/2008	SANDWICH		
CHRISTOPHER R KEYES	78/A16-19-20-F	DEPOT ST	983.24	11/05/2009	S. SANDWICH		
JOHN W MISKELL	66/G2-R	NORTH WESTGATE RD	830.19	11/05/2009	E. DENNIS		
MADLINE M CROWELL ESTATE OF	92/P1-R	PLEASANT LAKE AV	893.59	11/05/2009			RETURNED

CHARLES S HARTIG ESTATE OF ET 32/Q9-R		LESLIE LN	779.44	06/07/2010		RETURNED
DORIS B GESSNER TRUSTEE,	60/C4-R	PLEASANT LAKE AV	2,537.44	06/07/2010	E. FALMOUTH	
KIM WOODBURY TRS,	72/L261-R	QUEEN ANNE RD	3,853.21	06/07/2010	LAKEVILLE	
NANCY M BAILEY	83/P8-R	31 LAKEVIEW DR	21,248.95	06/07/2010		RETURNED
NANCY M BAILEY	83/P25-R	33 LAKEVIEW DR	27,803.41	06/07/2010		RETURNED
ALFRED BAKER ESTATE OF	20/A24-R	LOTHROP AV	482.25	07/27/2012		RETURNED
DAVID WHITE TR,	78/H11-16-19-F	BELMONT AV	8,276.26	07/27/2012	CUMMAQUID	
DAVID WHITE TR,	78/H15-16-19-F	BELMONT AV	8,276.26	07/27/2012	CUMMAQUID	
JAMES H QUIRK JR TR,	78/H11-12-15-F	15 BELMONT AV	8,276.26	07/27/2012	YARMOUTHPORT	
JONATHAN F WELCH TR,	78/H11-21-25-F	RUTH ST	8,577.19	07/27/2012	CUMMAQUID	
STEVEN A COVE SENIOR	34/E6-R	CHATHAM RD	494.22	07/27/2012	PROVINCETOWN	
KATHLEEN BADER	56/B3-12-R	51 RYDER RD	3,067.19	11/07/2013	CONCORD	
HERBERT F ROWLEY TRS ET AL	21/X3-2-R	10 NOTRE DAME AV	5,949.22	10/16/2014		NONE RETURNED
KATHY ROWLEY CAFARELLI &	13/E3-1-R	15 DOANE RD	17,072.23	10/16/2014		FY 17 & 16 DUE
AWE LLC	16/W7-B-R	107 JULIEN RD	39,549.07	08/07/2015	OUT OF STATE	RETURNED
FLOYD L THAYER TR,	31/P1-8-R	PINE KNOLL RD	355.62	08/07/2015		RETURNED
			1,982,506.20			
			2,614,440.50			



732 MAIN STREET, HARWICH, MA 02645

Larry Brophy and Linda Cebula were appointed as full Planning Board members at the June 27, 2016 BOS meeting with terms to expire in 2019. At that time, only one seat was available to be filled. Section 7-3-1 of the Town Charter (Change in Composition of Appointed Town Agencies) states "A Town Meeting may, *by-law* (emphasis added), enlarge or decrease the number of persons to serve as members of appointed town agencies established or continued under this charter but all town agencies shall consist of an odd number of voting members." To that end, the Town voted to make such a change at the May 2008 Special Town Meeting when it adopted article 6, amending Section 7-10 of the Town By-Laws as contained in The Code of the Town of Harwich. The adopted language says in full "In accordance with Section 7-3-1 of the Town Charter, the Planning Board membership is hereby reduced from nine members to seven members. The first two vacancies that exist on occur or after the effective date of this by-law shall not be filled." That change had the benefit of legal review before it ever got to Town Meeting.

The Board of Selectmen exceeded its authority in a number of ways under the Code of the Town of Harwich by appointing the two individuals that night, thus creating an 8 person Planning Board. For one of these individuals, the appointment was never legally valid.

Also, NEITHER of them should have been appointed for terms expiring in 2019 as this ran contrary to the charter requirement of staggered terms. In one vote, the Board created a Planning Board with eight members (when they were only eligible for seven) with one term expiring in 2018, two in 2020 and FIVE in 2019 (i.e. not staggered) and left the Planning Board with an even number of members (another Charter violation).

I suggest the following potential voted resolution: 1) One of the two individuals had previously served (and, indeed, was serving on the Planning Board as an alternate immediately prior to this error). We typically elevate alternates to full positions when openings occur. So, I suggest the BOS should vote to recognize that Linda Cebula's appointment exceeded our authority and is, therefore, rescinded 2) Larry Brophy should have his term in office modified by vote to expire in 2018. 3) We should include Linda as an interview candidate for the only real vacancy that exists on that Board; an alternate position (if she elects to accept that position, if offered, during her interview).

Taking no action is not an option, as it provides a basis for appeal on any future matter the Planning Board might vote now that this issue has been discovered. The only real question is which of the two appointments needs to be rescinded because the vote (on the consent agenda) exceeded the Board's legal authority. The proposed resolution would leave the Planning Board with seven full members (an odd number) serving staggered terms (two positions each with a term expiring in 2018 and 2020 respectively and three expiring in 2019) and two alternates.

In closing, enacting all of the forgoing would bring the Planning Board membership into conformance with the requirements of both the Charter and our By-Laws.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Don Howell".

Don Howell

Michael D. MacAskill, Chairman
Board of Selectmen
Town Hall
732 Main Street
Harwich Port, MA 02645

July 14, 2017

Dear Chairman MacAskill and Members of the Board,

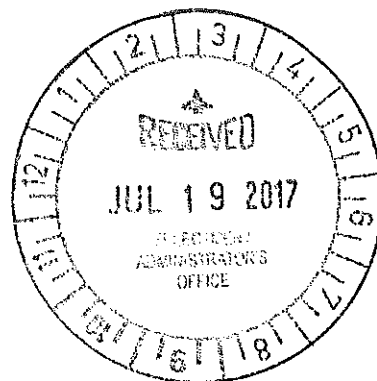
I am writing in regards to the property, currently owned by the Town, which abuts my property located at 3 Ocean Avenue in Harwich Port. The town owned property was graciously offered to the abutters through a bidding process initiated by the Town Administrator, Christopher Clark. In total, three abutters were provided with an opportunity to bid on the property; myself, the McCarthy's and the Detjens. It is my understanding that the Board chose to delay the decision on whether to accept a bid on the property until the Board of Selectmen meeting scheduled on July 24, 2017.¹

Upon informed reflection, and at the advice of counsel, I would like to submit a revised bid in the amount of \$32,500.00. My revised bid is attached to this letter. This is the bid I originally contemplated, assuming competition from each abutter; had I not been presented with misrepresentations during the bidding process I would have submitted a \$32,500.00 bid. My preference would be to work with each abutter and divide the land in an equitable fashion with the intent to maintain the status quo, as evidenced by the original joint bid submitted by myself and the McCarthy's, and I am willing to work with the Board along with the abutters to accomplish this goal. However, at this time, I do not consider this a realistic goal, and I am therefore submitting the above-mentioned bid.

Sincerely,



Karen Fay
3 Ocean Avenue
Harwichport, MA 02646

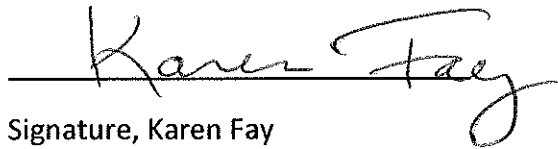


¹ Please note that I previously submitted a letter dated July, 7 2017 to the Board outlining, what I would suggest, was a bidding process tainted by misrepresentations by one of the interested parties. I have attached a copy of that letter to my revised bid.

July 14th, 2017

Bid Form
Town of Harwich
Municipal Sale of Surplus Property
4 Central Avenue

I, Karen Fay, of 3 Ocean Avenue, Harwichport, MA 02646, in light of recent developments, wish to amend my Bid from \$15,000 to \$32,500 for the land located at 4 Central Avenue, Harwichport, MA.

A handwritten signature in cursive script, reading "Karen Fay", is written over a horizontal line.

Signature, Karen Fay

Karen Fay

3 Ocean Avenue,

Harwichport, MA 02646

July 7, 2017

Michael D. MacAskill, Chairman
Board of Selectmen
Town Hall
732 Main Street
Harwich, MA 02645

Dear Chairman MacAskill and members of the Board,

I am writing in regards to the property, currently owned by the Town, which abuts my property located at 3 Ocean Avenue in Harwich. Recently, the town owned property was graciously offered to the abutters through a bidding process initiated by the Town Administrator, Christopher Clark. In total, three abutters were provided with an opportunity to bid on the property; myself, The McCarthy's and the Detjens. I suggest that the bidding process was tainted by misrepresentations made by Ms. Detjen during the bidding process, and I am asking the Board to reject any bid presented to the Board.

On or around May 5, 2017 I received a letter from the Town Administrator indicating that the land would be offered to the abutters through a bidding process. I first spoke with Ms. Detjen regarding the bidding process. We spoke on my deck and Ms. Detjen indicated that she was aware of the letter from the Town Administrator, and that she was not interested in placing a bid.

After speaking with Ms. Detjen, I spoke to Ms. McCarthy. Ms. McCarthy informed me that she was extremely interested in the property. I informed Ms. McCarthy that Ms. Detjen was not interested in the property. Considering that I was only interested in the portion of the property already contained within the perceived boundaries of my property¹, in an effort to maintain the status quo, I suggested that Ms. McCarthy and I submit a joint bid. Ms. McCarthy agreed that a joint bid was appropriate.

After discussing the matter with Ms. McCarthy, I approached Ms. Detjen a second time to discuss our intentions. I asked Ms. Detjen if she was interested in joining us in our bid, and she once again indicated that she did not wish to bid on the land.

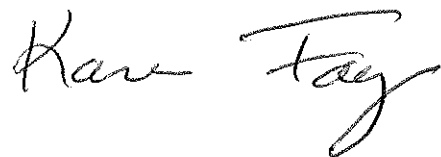
Ms. McCarthy and I then met with the Town Administrator and informed him of our intentions. Administrator Clark offered to divide the land and we ultimately submitted a joint bid. I then met with Administrator Clark at the property so he could observe the land. During this meeting, I was informed that a second bid had been submitted. I later learned that the bid was submitted by an attorney representing the estate of Ms. Detjen.

I have since approached Ms. Detjen and offered to purchase the portion of the land that falls within the perceived boundaries of my property. Ms. Detjen informed me that she is not willing to sell based on advice from counsel.

I suggest that the bidding process was severely tainted by the misrepresentations by Ms. Detjen to the point where the process is no longer equitable. Therefore, I am asking the Board to reject all bids and begin a new bidding process, open to all abutters or, in the alternative, to all interested parties.

¹ I, and the previous owners of my property, have been maintaining a distinct portion of the town property for many years as if it were within the boundaries of my property.

Sincerely,

A handwritten signature in cursive script that reads "Karen Fay". The letters are fluid and connected, with a prominent flourish on the "y".

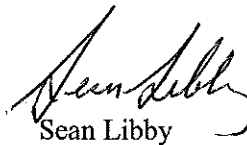
Karen Fay
3 Ocean Avenue
Harwichport, MA 02646

MEMORANDUM

To: Christopher Clark, Town Administrator
From: Sean Libby, Facilities Maintenance Manager
Re: Bid review for the Brooks Free Library restoration
Date: 20 July 2017

As discussed, we held the second bid opening for the Library restoration project on June 22nd. There was only one bidder and the total cost of the project to include the base bid and two alternates was significantly more than the first bids. With the current bid we would only have the funds for the base portion. This would leave approximately two thirds of the building remaining without the funding to restore it.

After going through two bid processes and reviewing the bids submitted, I think that we severely underestimated the cost of restoration of historic buildings. In my opinion the best action for us to take at this point would be to reject the current bid. It is also my opinion that in order to restore the building, which is drastically needed, we need to find the funds to cover the entire project. We are now armed with multiple quotes to justify the cost of the restoration. If we were to go out to bid before the final budget preparations for next fiscal year perhaps we could even have a firm cost. We would need to do this early this fall and make it contingent on the approval of such funds. I discussed the options that we have with the contracted architect McGinley Kalsow and they agree. I believe that this is the best course of action both fiscally and to get this project done in its entirety. Please let me know what direction you want us to go at this point or if you have any further questions.



Sean Libby

CC: Lincoln Hooper, DPW Director



July 17, 2017

Mr. Sean Libby, Facilities Maintenance Manager
Town of Harwich DPW
732 Main Street
Harwich, MA 02645

Re: Brooks Library Exterior Restoration

Dear Sean,

We are writing to follow up with you on results from the 2 recent rounds of bidding on the Brooks Library Exterior Restoration, and to advise on a course of action for proceeding on the project.

To summarize, the current available funding for the project is \$490,130.

It was disappointing that only one General Bid was received at the June 22 re-bid of the project, that being from Eastward Company of Chatham with a base bid of \$394,999. Eastward's bid price for Alternate 1 was \$294,269, for Alternate 2 was \$304,566 and for Alternate 3 to postpone until next spring was \$14,800. So, at best, you could award to Eastward, but you only have funding available for the base bid work.

We believe that there was so limited bidder interest in this project because there are few DCAMM certified contractors in the area, and that the project was bid rather late in the season, at a time when most contractors have booked their schedules with summer work.

At this point, we recommend that the bid from Eastward Company be rejected, and that the project be re-bid. We feel that it is worth the effort to obtain more than one general bid. We recommend re-bidding late in 2017 or early 2018 in an effort to attract bidders at a time when they are interested in securing work for the 2018 construction season. We will also assist you in contacting potential bidders to actively create interest in this project.

We recommend that the bidding should again be structured to create a base bid project that would be the front Main Street elevation, and to include add alternates for the rear and side elevations. Even with this strategy, it appears that additional funding needs to be secured if the exterior of the complete project is to go forward.

We remain committed to seeing this project advance, and look forward to working with you to accomplish this.

Sincerely,

Douglas Manley AIA

Potential Community Preservation Act (CPA) Applications for FY19

- Hinckley's Pond: Natural Resources Director
- Retention System – Kings Systems Project: Town Clerk
- Historic Records Retention Facility: Community Center Director
- Albro House: Assistant Town Administrator
- Judah Eldredge Property (Hawksnest Area) – Conservation Land:
Town Planner and Conservation Agent
- Housing Trust: Town Planner
- West Harwich School – Use as a Farmers Market, Agricultural
Museum and Recreation Area: To be determined
- Brooks Park Phase 5 (new LED lighting): Recreation
- New Score Board Whitehouse Field: Recreation
- Brooks Library Preservation
- Cemetery Projects still to be determined
- Real Estate and Open Space: still to be determined

Town of Harwich
Wastewater Technical Advisory Committee

Background:

Several wastewater committees have served to shepherd the towns Comprehensive Wastewater Management Plan (CWMP) to successful regulatory approval and corresponding actions to complete the first phases of the CWMP. Harwich has worked with Chatham to widen the Muddy Creek entrance to increase flow/turnover and completed an inter-municipal agreement to utilize the Chatham sewer facility to treat wastewater from a portion of Harwich in the Pleasant Bay watershed. Town residents have approved funding to explore the use of Cold Brook to help improve the area wetlands and remove nitrogen. Harwich residents also approved funding to develop engineered plans for a wastewater system in East Harwich to connect to the Chatham sewer plant.

Purpose:

The CWMP now needs to be implemented, initially with the construction of the Harwich Pleasant Bay collection system to connect to the Chatham sewer system. Implementation moves the project from a volunteer/consultant focused planning effort to a town staff effort to engineer and construct the system. A technical volunteer advisory committee is necessary to add local knowledge to the project and ensure residents are involved in wastewater implementation decisions.

The Town Administrator will manage wastewater implementation in accordance with the CWMP. A Harwich town employee will be assigned responsibility. The Wastewater Technical Advisory Committee will advise to the Town Administrator or his designee on implementation actions with special attention to resident input, effective public outreach, sources/uses of funds and implementation of appropriate adaptive management measures.

Scope:

Major responsibilities:

- Coordinate and assist with public outreach as it relates to activities and education regarding implementation of CWMP activities.
- Continue oversight of the ongoing water monitoring program
- Review and update the CWMP as needed
- Develop and maintain a data base of existing and emerging technologies related to wastewater management.

- Advise the Town Administrator and Board of Selectmen on wastewater cost allocation policies and methodologies.
- Recommend Charter revisions, special legislation and zoning changes which may be needed to implement proposed alternative technologies, organization and funding strategies.
- Monitor implementation of the CWMP for regulatory compliance.
- Aggressively seek external funding.

Membership:

The committee will be comprised of seven community volunteers. To the extent possible, each area of the town should be represented. The volunteers will serve three year terms. The first appointees by the Board of Selectmen shall be appointed staggered terms.

Ad-hoc members may be appointed for specific expertise on as required and on a limited basis.

Procedures:

The advisory committee will be responsible for holding periodic public meetings as frequently as necessary to accomplish its purposes.

In addition to reporting to the Board of Selectmen, the Committee will provide annual updates for the seven-year Capital Plan and the Finance Committee in time for discussion and inclusion in the Annual Town Meeting Warrant.

Dissolution:

Upon substantial completion of the work, the Selectmen may declare the Wastewater Advisory Committee's functions have been fulfilled and terminate its responsibilities.

Monomoy Regional School District

Scott Carpenter
Superintendent

Dr. Carla W. Blanchard
Director of Curriculum

Melissa Maguire
Director of Student Services



Kathleen Isernio
Business Manager
Donald C. Mercure
Treasurer

Revised Invoice date 7/19/17

TV Studio Production Invoices

\$15,000 Channel 22 Manager

\$2,899.32 Various Invoices (included)

TOTAL = \$17,899.32

50/50 split between Towns of Chatham and Harwich = \$8,949.66 per Town

Req. Date	Vendor Name	PO No.	PO Date	Amount	DAC	Requester
5/4/2017	B & H Foto & Electronics	172720	5/8/2017	\$129.00	Monomoy Regional High School	Stephen Cass
1/20/2017	B & H Foto & Electronics	172091	2/1/2017	\$1,279.37	Monomoy Regional High School	Stephen Cass
10/24/2016	Amazon.Com Credit	171366	10/26/2016	\$387.90	Monomoy Regional High School	Stephen Cass
10/7/2016	B & H Foto & Electronics	171275	10/19/2016	\$514.10	Monomoy Regional High School	Stephen Cass
7/6/2016	B & H Foto & Electronics	170208	7/14/2016	<u>\$588.95</u>	Monomoy Regional High School	Stephen Cass
				<u>\$2,899.32</u>		

Purchase Order

Monomoy Regional School District
Business Office
426 Crowell Road
Chatham MA 02633

No. 172720

MAIL INVOICES TO THE ADDRESS ABOVE
DO NOT EXCEED PURCHASE ORDER TOTAL

Tax Exempt # 451 833 513
PRICE CHANGES REQUIRE PRIOR APPROVAL
BY
THE BUSINESS OFFICE

P.O.# must be on ALL documents
MSDS sheets must accompany all products

P.O. Date: 05/08/2017
P.O. Issued To :

Questions ? Accounts Payable (508) 945-5140

Ext: Account:
Ship To:

B & H Foto & Electronics
420 Ninth Ave.
New York NY 10116-3032

Monomoy Regional High School
Attn: Stephen Cass
75 Oak Street
Harwich MA 02645
(508) 430-7207

Contact: Shea Gold
Phone: (800) 221-5743

Location: Monomoy Regional High School

Fax: (800) 947-2215

Project: Undesignated

Req# 14979

Reference:

Date Required: 05/19/2017

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1	EA	RES850AFV2	Revo Camera Track Slider V2 with Adjustable Feet (33")	1000.22.2451.830.927.001.3546	129.00	129.00	0.00	0.00

TV Studio / Productions

APPROVAL SIGNATURES: _____

Sub-Total:	129.00
Freight:	0.00
Tax:	0.00
Total Amount:	129.00

NOTES:

By accepting this purchase order you acknowledge that your financial entity and its principals are not included on the Excluded Parties Listing System as published by the General Services Administration (GSA).

Order Via:

Fax

FILE COPY

Friday, May 19, 2017

Page 1 of 1

INVOICE

	420 Ninth AVENUE
	NEW YORK, NEW YORK 10001
	TEL: 212.239.7760
	FAX: 212.239.7759
www.BandH.com	
For billing inquiries please e-mail arbilling@bhphoto.com	
Phone Extension number 7475	

INVOICE DATE	INVOICE NUMBER
05/08/17	125806891
ORDER NO.	P.O. NO.
668510340	172720
CUSTOMER CODE	TERMS
15458052	30 DAY
SALESPERSON	SHIP VIA
ICG	STANDARD
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-0072	
For EFT and Wire Transfer options, please contact arbilling@bhphoto.com	

Sold To: BUSINESS OFFICE
MONOMOY REGIONAL SCHOOL DIST
425 CROWELL ROAD

Ship To: STEPHEN CASS
MONOMOY REGIONAL HIGH SCHOOL
75 OAK STREET
HARWICH, MA 02645

CHATHAM, MA 02633

Bill Phone: (508)945-5148

Ship Phone: (508)430-7204

Qty	Ord	Ship	QTY	PKG	Item Desc / Unit	SKU / MFR	Item Price	Amount
1		1			REVO 33" CAMERA TRACK SLIDER W/ADJUST FEET PLEASE NOTE: In a RUSH? Buy online...pickup in store in 45 minutes!	RES850AFV2 (RS-850AF-V2)	129.00	129.00
							Sub-Total:	\$129.00
							Total Order:	\$129.00

Payment Type	Cxrd/Check Number	Amount

10011 10/08/08 10:00 AM

Purchase Order

Monomoy Regional School District
 Business Office
 425 Crowell Road
 Chatham MA 02633

No. 172091

MAIL INVOICES TO THE ADDRESS ABOVE
 DO NOT EXCEED PURCHASE ORDER TOTAL

Tax Exempt # 451 833 513
 PRICE CHANGES REQUIRE PRIOR APPROVAL BY
 THE BUSINESS OFFICE

P.O.# must be on ALL documents
 MSDS sheets must accompany all products

P.O. Date: 02/01/2017
 P.O. Issued To:
 B & H Foto & Electronics
 420 Ninth Ave,
 New York NY 10116-3032

Questions ? Accounts Payable (508) 945-5148

Ext: Account:
 Ship To:

Monomoy Regional High School
 Attn: Stephen Cass
 75 Oak Street
 Harwich MA 02645
 (508) 430-7207

Contact: Shea Gold
 Phone: (800) 221-5743

Location: Monomoy Regional High School
 Fax: (800) 947-2215

Project: Undesignated

Req# 14241

Reference:

Date Required: 02/04/2017

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	3	EA	KAEXTHSDSDIX	KanexPro HDMI to 3G/HD/SD-SDI Converter	1000.22.2430.500.570.001.3535	72.95	218.85	0.00	0.00
2	2	EA	PESBBSDI50	Pearstone 50' SDI Video Cable - BNC to BNC	1000.22.2430.500.570.001.3535	24.95	49.90	0.00	0.00
3	2	EA	COCBB100	Comprehensive BNC Male to BNC Male Cable - 100'	1000.22.2430.500.570.001.3535	35.99	71.98	0.00	0.00
4	6	EA	COCBB3	Comprehensive BNC Male to BNC Male Cable - 3'	1000.22.2430.500.570.001.3535	6.49	38.94	0.00	0.00
5	2	EA	HOHPX005	Hosa Technology HPX-005 Unbalanced 1/4" TS Male to 3-Pin XLR Male Audio Cable (5')	1000.22.2430.500.570.001.3535	7.95	15.90	0.00	0.00
6	3	EA	HOYGSPM2spf	Hosa Technology Stereo 1/4" Male to Two Stereo 1/4" Female Y-Cable - 6'	1000.22.2430.500.570.001.3535	4.95	14.85	0.00	0.00
7	1	EA	KAEXTIPSKITX	KanexPro IP STREAMER HDMI Over IP Extender Kit with PoE Support	1000.22.2430.500.570.001.3535	219.00	219.00	0.00	0.00
8	1	EA	1428549	YUNEEC Q500+ Typhoon Quadcopter with CGO2-GB Camera and Aluminum Case (RTF)	1000.22.2430.500.570.001.3535	649.95	649.95	0.00	0.00

TV Studio/Productions

APPROVAL SIGNATURES:

Sub-Total:	1,279.37
Freight:	0.00
Tax:	0.00
Total Amount:	1,279.37

NOTES:

By accepting this purchase order you acknowledge that your financial entity and its principals are not included on the Excluded Parties Listing System as published by the General Services Administration (GSA).

Order Via:

Fax

FILE COPY

INVOICE

	420 Ninth AVENUE
	NEW YORK, NEW YORK 10001
	TEL: 212.239.7760
	FAX: 212.239.7769
www.BandH.com	
For billing inquiries please e-mail arsupport@bhphoto.com	
Corp Sales Ext. 1234 - GovEd Ext. 5678	

INVOICE DATE	INVOICE NUMBER
02/01/17	121931889
ORDER NO.	P.O. NO.
053113070	172091
CUSTOMER CODE	TERMS
16455052	30 DAY
SALESPERSON	SHIP VIA
440	STANDARD
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	
For EFT and Wire Transfer options, please contact arsupport@bhphoto.com	

Sold To: BUSINESS OFFICE
MONOMOY REGIONAL SCHOOL DIST
425 CROWELL ROAD

Ship To: STEPHEN CASS
MONOMOY REGIONAL HIGH SCHOOL
75 OAK STREET
HARWICH, MA 02645

CHATHAM, MA 02633

Bill Phone: (508)430-7204

Ship Phone: (508)430-7204

Qty Ord	Qty Ship	Qty Bko	Item Description	SKU#/MFR#	Item Price	Amount
3	3		KANEXPRO HDMI TO 3G/HD-SDI/ SDI CONVERTER	KAEXTHDSIIX (EXT-HDSIIX)	72.95	218.85
2	2		PEARSTONE STND SERS CABLE/BNC TO BNC (SDI)	PESBBSDI50 (SDI-1000)	24.95	49.90
2	2		COMPREHENSIVE-CABLES BNC TO BNC CABLE - 100	COCBB100 (BB-C-100HR)	35.99	71.98
6	6		COMPREHENSIVE-CABLES BNC TO BNC CABLE - 3'	COCBB3 (BB-C-3HR)	6.49	38.94
2	2		HOSA REAN PHONE/M (1/4"TS) TO XLR/M CBL- 5'	HOHPX005 (HPX-005)	7.95	15.90
3	3		HOSA Y-CABLE/ STR PHN/M TO 2/STR PHN/F - 6"	HOYCSPM2SPF (YPP-118)	4.95	14.85
1	1		KANEXPRO IP STREAMER KIT SERIAL #: EXT-IPSTREAMKITX1100616B0528	KAEXTIPSKITX (EXT-IPSTREAMKITX1)	219.00	219.00

Continued on Next Page ...

INVOICE

	420 Ninth AVENUE
	NEW YORK, NEW YORK 10001
	TEL: 212.239.7760
	FAX: 212.239.7759
www.BandH.com	
For billing inquiries please e-mail arsupport@bhphoto.com	
Corp Sales Ext. 1234 - GovEd Ext. 5678	

INVOICE DATE	INVOICE NUMBER
02/01/17	121981889
ORDER NO.	P.O. NO.
653113070	172091
CUSTOMER CODE	TERMS
15455052	30 DAY
SALESPERSON	SHIP VIA
44Q	STANDARD
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	
For EFT and Wire Transfer options, please contact arsupport@bhphoto.com	

Sold To: BUSINESS OFFICE
MONOMOY REGIONAL SCHOOL DIST
425 CROWELL ROAD

Ship To: STEPHEN CASS
MONOMOY REGIONAL HIGH SCHOOL
75 OAK STREET
HARWICH, MA 02645

CHATHAM, MA 02633

Bill Phone: (508)430-7204

Ship Phone: (508)430-7204

Qty Ord	Qty Ship	Qty Bko	Item Description	SKU/MFR//	Item Price	Amount	
1	1		YUNEEC G500+ TYPHOON QUADCOPTER WITH C	USED; 1428549	649.95	649.95	
Payment Type					Card/Check Number	Amount	Sub-Total: \$1,279.37
							Total Order: \$1,279.37

888-286-0108

Purchase Order

Monomoy Regional School District
Business Office
425 Crowell Road
Chatham MA 02633

No. 171366

MAIL INVOICES TO THE ADDRESS ABOVE
DO NOT EXCEED PURCHASE ORDER TOTAL

Tax Exempt # 451 833 513
PRICE CHANGES REQUIRE PRIOR APPROVAL
BY
THE BUSINESS OFFICE

P.O.# must be on ALL documents
MSDS sheets must accompany all products

P.O. Date: 10/26/2016
P.O. Issued To :

Amazon.Com Credit
Dept 30 2200058887
P O Box 689020
Des Moines IA 50368-9020

Questions ? Accounts Payable (508) 945-5148

Ext: Account: 60457-8781-0300679
Ship To:

Monomoy Regional High School
Attn: Stephen Cass
75 Oak Street
Harwich MA 02645
(508) 430-7207

Contact:

Location: Monomoy Regional High School

Phone: (866) 634-8381

Fax:

Project: Undesignated

Req# 13489

Reference:

Date Required: 11/08/2016

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	10	EA	8006YG8X9Y	Crucial 8GB Single DDR3L 1800 MT/s (PC3L-12800) SODIMM 204-Pin Memory - CT102464BF160B	1000,22,2430,500,570,001,3635	38.79	387.90	0.00	0.00

TV Studio Productions

APPROVAL SIGNATURES: _____

Sub-Total:	387.90
Freight:	0.00
Tax:	0.00
Total Amount:	387.90

NOTES:

By accepting this purchase order you acknowledge that your financial entity and its principals are not included on the Excluded Parties Listing System as published by the General Services Administration(GSA).

Order Via:

Fax

FILE COPY

5/19/2017

Amazon.com - Order 110-4000958-4519446



Final Details for Order #110-4000958-4519446

Print this page for your records.

Order Placed: October 26, 2016
Amazon.com order number: 110-4000958-4519446
Order Total: \$387.90

Shipped on October 26, 2016

Items Ordered

10 of: *Crucial 8GB Single DDR3L 1600 MT/s (PC3L-12800) SODIMM 204-Pin Memory - CT102464BF160B*
Sold by: Amazon.com LLC

Price
\$38.79

Condition: New

Shipping Address:

Monomoy Regional High School
STEPHEN CASS 75 OAK ST
HARWICH, MA 02645-2701
United States

Item(s) Subtotal: \$387.90
Shipping & Handling: \$10.27
Free Shipping: -\$10.27

Total before tax: \$387.90
Sales Tax: \$0.00

Shipping Speed:

FREE Shipping

Total for This Shipment: \$387.90

Payment information

Payment Method:

Amazon Corporate Credit Line
Your PO #: 171366

Item(s) Subtotal: \$387.90
Shipping & Handling: \$10.27
Free Shipping: -\$10.27

Total before tax: \$387.90
Estimated tax to be collected: \$0.00

Billing address

Monomoy Regional School District
Business Office
425 Crowell Road
Chatham, MA 02633
United States

Grand Total: \$387.90

Credit Card transactions

Amazon Corporate Credit Line ending in 0679: October 27, 2016: \$387.90

To view the status of your order, return to [Order Summary](#).

Purchase Order

Monomoy Regional School District
Business Office
425 Crowell Road
Chatham MA 02633

No. 171275

MAIL INVOICES TO THE ADDRESS ABOVE
DO NOT EXCEED PURCHASE ORDER TOTAL

Tax Exempt # 451 833,513
PRICE CHANGES REQUIRE PRIOR APPROVAL
BY
THE BUSINESS OFFICE

P.O.# must be on ALL documents
MSDS sheets must accompany all products

P.O. Date: 10/19/2016 Questions ? Accounts Payable (508) 945-5148
P.O. Issued To :

Ext: Account:
Ship To:

B & H Foto & Electronics
420 Ninth Ave.
New York NY 10116-3032

Monomoy Regional High School
Attn: Stephen Cass
75 Oak Street
Harwich MA 02645
(508) 430-7207

Contact: Shea Gold

Location: Monomoy Regional High School

Phone: (800) 221-5743

Fax: (800) 947-2215

Project: Undesignated

Req# 13359

Reference:

Date Required: 10/22/2016

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	30	EA	TRSD300X16GB	Transcend 16GB SDHC Memory Card Premium Class 10 UHS-I	1000,22,2410,510,570,001,3505	8.95	208.50	0.00	0.00
2	1	EA	ROE711G	Rosco Chroma Key Paint (Green, 1 Gallon)	1000,22,2430,500,570,001,3535	79.95	79.95	0.00	0.00
3	1	EA	SOSRSX56BLK	Sony SRS-X55 Portable Bluetooth Speaker (Black)	1000,22,2430,500,570,001,3635	178.00	178.00	0.00	0.00
4	6	EA	MAPV3310	Magnus PV-3310 Photo Tripod With 3-Way Pan and Ball Head	1000,22,2430,500,570,001,3595	15.95	95.70	0.00	0.00

TV Studio/Productions

511.00

APPROVAL SIGNATURES: _____

Sub-Total:	562.15
Freight:	0.00
Tax:	0.00
Total Amount:	562.15

NOTES:

By accepting this purchase order you acknowledge that your financial entity and its principals are not included on the Excluded Parties Listing System as published by the General Services Administration (GSA).

Order Via:

Fax

FILE COPY

INVOICE



420 NINTH AVENUE
NEW YORK, NEW YORK 10001
TEL 212.239.7760
FAX 212.239.7759
www.BandH.com

For billing inquiries please e-mail arsupport@bhphoto.com

INVOICE DATE	INVOICE NUMBER
10/28/2016	116876344
ORDER NO.	P.O. NUMBER
832179360	171275
CUSTOMER CODE	TERMS
15455062	30 DAY
SALESPERSON	SHIP VIA
1GG	STANDARD
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	

SOLD TO:

SHIP TO:

MONOMOY REGIONAL SCHOOL DIST
 BUSINESS OFFICE
 425 CROWELL ROAD
 CHATHAM, MA 02633

STEPHEN CASS
 MONOMOY REGIONAL HIGH SCHOOL
 75 OAK STREET
 HARWICH, MA 02645


Bill Phone: (508)430-7204

Ship Phone: (508)430-7204

QTY ORD	QTY SHIP	QTY BO	ITEM DESCRIPTION	SKU #/MFR #	ITEM PRICE	AMOUNT
30	30		TRANSCEND 16GB SDHC-UHS-1 MEMORY CARD (300X)	TRSD300X16GB (TS16GSDU1)	6.95	208.50
1	1		ROSCO CHROMA KEY GREEN VIDEO PAINT (GAL)	RO5711G (150057110128)	79.95	79.95
1	1		SONY POWERFUL WRLS BT PRTBL SPEAKER-30W-BLK SERIAL #: S01B145270D	SOSRSX55BLK (SRSX55/BLK)	129.95	129.95
6	6		MAGNUS 3 SEC. PHOTO/VIDEO TRIPOD W/PAN HEAD	MAPV3310 (PV-3310)	15.95	95.70

SUB-TOTAL: \$514.10

SIGN UP FOR E-BILLING! It's free and easy!



To sign up contact arsupport@bhphoto.com to receive invoices and statements by E-mail.

Please be sure to add bhphotoinvoice@billtrust.com to your safe list so that your invoices go to your inbox

Please contact arsupport@bhphoto.com for a copy of your invoice/statement or to receive duplicate copies of your invoice/statement in the future. Do not forget to include your account number. Thank you.

TOTAL ORDER: \$514.10

Purchase Order

Monomoy Regional School District
Business Office
425 Crowell Road
Chatham MA 02633

No. 170208

MAIL INVOICES TO THE ADDRESS ABOVE
DO NOT EXCEED PURCHASE ORDER TOTAL

Tax Exempt # 451 833 513
PRICE CHANGES REQUIRE PRIOR APPROVAL
BY
THE BUSINESS OFFICE

P.O.# must be on ALL documents
MSDS sheets must accompany all products

P.O. Date: 07/14/2016 Questions ? Accounts Payable (508) 945-5148
P.O. Issued To:
B & H Foto & Electronics
420 Ninth Ave.
New York NY 10116-3032

Ext: Account:
Ship To:
Monomoy Regional High School
Attn: Stephen Cass
75 Oak Street
Harrwich MA 02645
(508) 430-7207

Contact: Shea Gold
Phone: (800) 221-5743

Location: Monomoy Regional High School
Fax: (800) 947-2215 Project: Undesignated

Req# 12366

Reference:

Date Required: 07/21/2016

Award Number:

Line	Qty	Unit	Part#	Description	Account Number	Unit Price	Extended	Tax	Freight
1	1	EA	DEI325030BLK	Dell Inspiron 3250 Small Form Factor Desktop Computer (Black)	1000.22.2430.500.570.001.3535	384.59	384.59	0.00	0.00
2	1	EA	MAQMAXHD104A	MagiCue MAQ-MAX-HD104A Maxim 1 x 4 HDMI Splitter	1000.22.2430.500.570.001.3535	66.99	66.99	0.00	0.00
3	3	EA	KAHDM125FTCL	KanexPro High Resolution HDMI Cable (25')	1000.22.2430.500.570.001.3536	34.99	104.97	0.00	0.00
4	1	EA	SPHDCL50	Spéco Technologies HDMI Male CL2 Cable (Blue, 50')	1000.22.2430.500.570.001.3535	32.40	32.40	0.00	0.00

TV Studio Productions

APPROVAL SIGNATURES: _____

Sub-Total:	589.95
Freight:	0.00
Tax:	0.00
Total Amount:	589.95

NOTES:

By accepting this purchase order you acknowledge that your financial entity and its principals are not included on the Excluded Parties Listing System as published by the General Services Administration (GSA).

Order Via:


Fax

FILE COPY

Friday, May 19, 2017

Page 1 of 1

INVOICE



420 NINTH AVENUE
 NEW YORK, NEW YORK 10001
 TEL 212.239.7760
 FAX 212.239.7769
 www.BandH.com

For billing inquiries please e-mail arsupport@bhphoto.com

INVOICE DATE	INVOICE NUMBER
07/14/2018	113092403
ORDER NO.	P.O. NUMBER
615766850	170208
CUSTOMER CODE	TERMS
16465052	30 DAY
SALESPERSON	SHIP VIA
1CG	MULTIPLE
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	

SOLD TO:

SHIP TO:

MONOMOY REGIONAL SCHOOL DIST
 BUSINESS OFFICE
 425 CROWELL ROAD
 CHATHAM, MA 02633


STEPHEN CASS
 MONOMOY REGIONAL HIGH SCHOOL
 75 OAK STREET
 HARWICH, MA 02645

Bill Phone: (508)430-7204

Ship Phone: (508)430-7204

QTY ORD	QTY SHIP	QTY BO	ITEM DESCRIPTION	SKU #/MFR #	ITEM PRICE	AMOUNT
1	1		DELL I3-6100/4GB/1TB/W10	DEI325030BLK (I3250-30BLK)	379.00	379.00
3	3		KANEXPRO 25" HIGH RES HDMI CBL/BULT IN SGNL	KAHDMI25FTCL (HD25FTCL314)	34.99	104.97

SIGN UP FOR E-BILLING! It's free and easy!



To sign up contact arsupport@bhphoto.com to receive invoices and statements by E-mail.


Please be sure to add bhphotoinvoice@billtrust.com to your safe list so that your invoices go to your inbox

SUB-TOTAL: \$483.97

Please contact arsupport@bhphoto.com for a copy of your invoice/statement or to receive duplicate copies of your invoice/statement in the future. Do not forget to include your account number. Thank you.

TOTAL ORDER: \$483.97

Federal ID#: 13-2768071



420 NINTH AVENUE
 NEW YORK, NEW YORK 10001
 TEL: 212.239.7760
 FAX: 212.239.7759
 www.BandH.com

For billing inquiries please e-mail arsupport@bhphoto.com

INVOICE	
INVOICE DATE	INVOICE NUMBER
07/15/2016	113125301
ORDER NO.	P.O. NUMBER
815766850	170208
CUSTOMER CODE	TERMS
15458052	30 DAY
SALESPERSON	SHIP VIA
1CG	MULTIPLE
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	

SOLD TO:


SHIP TO:

MONOMOY REGIONAL SCHOOL DIST.
 BUSINESS OFFICE
 425 CROWELL ROAD
 CHATHAM, MA 02633

STEPHEN CASS
 MONOMOY REGIONAL HIGH SCHOOL
 75 OAK STREET
 HARWICH, MA 02645

Bill Phone: (508)430-7204

Ship Phone: (508)430-7204

QTY ORD	QTY SHIP	QTY BO	ITEM DESCRIPTION	SKU #/MFR #	ITEM PRICE	AMOUNT
1	1		SPECO 50' CL2 HDMI CABLE - MALE TO MALE	SPHDCL50 (HDCL50)	32.40	32.40
SIGN UP FOR E-BILLING! It's free and easy!						
 <p>To sign up, contact arsupport@bhphoto.com to receive invoices and statements by E-mail.</p> <p>Please be sure to add bhphotoinvoices@billrus.com to your safe list so that your invoices go to your inbox.</p>						
SUB-TOTAL:						\$32.40
TOTAL ORDER:						\$32.40

Please contact arsupport@bhphoto.com for a copy of your invoice/statement or to receive duplicate copies of your invoice/statement in the future. Do not forget to include your account number. Thank you.

Federal ID#: 13-2768071



420 NINTH AVENUE
 NEW YORK, NEW YORK 10001
 TEL 212.239.7760
 FAX 212.239.7759
 www.BandH.com

For billing inquiries please e-mail arsupport@bhphoto.com

INVOICE	
INVOICE DATE	INVOICE NUMBER
09/21/2016	115800535
ORDER NO.	P.O. NUMBER
015768050	170208
CUSTOMER CODE	TERMS
15455052	30 DAY
SALESPERSON	SHIP VIA
TCG	MULTIPLE
PLEASE REMIT PAYMENT TO:	
B&H PHOTO-VIDEO REMITTANCE PROCESSING CENTER P.O. BOX 28072 NEW YORK, NY 10087-8072	

SOLD TO:

SHIP TO:

MONOMOY REGIONAL SCHOOL DIST
 BUSINESS OFFICE
 425 CROWELL ROAD
 CHATHAM, MA 02633


STEPHEN CASS
 MONOMOY REGIONAL HIGH SCHOOL
 75 OAK STREET
 HARWICH, MA 02645

Bill Phone: (508)430-7204

Ship Phone: (508)430-7204

QTY ORD	QTY SHIP	QTY BO	ITEM DESCRIPTION	SKU #/MFR #	ITEM PRICE	AMOUNT
1	1		MAGICUE MAXIM 1*4 HDM) SPLITTER	MAQMAXHD104A (MAQ-MAX-HD104A)	66.99	66.99
<p>PLEASE NOTE: ----- *****UPCOMING SCHEDULE CHANGE ***** We will be closing on Sunday October 2nd, at 1:00 PM and will remain closed thru Tuesday October 4th We will reopen Wednesday October 5th at 9am ***** We will be closed on Tue Oct 11th and Wed Oct 12th We will reopen Thursday October 13, at 9:00 AM ***** We will be closing on Sunday October 16th, at 1:00 PM and will remain closed thru Tuesday October 25th We will reopen on Wednesday October 26th, at 9:00 AM</p>						

SIGN UP FOR E-BILLING! It's free and easy!



To sign up contact arsupport@bhphoto.com to receive
 invoices and statements by E-mail.

Please be sure to add bhphotoinvoice@billtrust.com to your safe list so that
 your invoices go to your inbox

SUB-TOTAL:	\$66.99
TOTAL ORDER:	\$66.99

Please contact arsupport@bhphoto.com for a copy of your invoice/statement or to receive
 duplicate copies of your invoice/statement in the future. Do not forget to include your account number.
 Thank you.

Federal ID#: 13-2768071

Ordered this item on October 26, 2016.
View this order

Crucial

Crucial 8GB Single DDR3L 1600 MT/s (PC3L-12800) SODIMM 204-Pin Laptop Memory (CT102464BF160B)

★★★★★ 1,974 customer reviews | 1000+ answered questions

Best Price Guarantee In Computer Memory

Price: \$50.99 & FREE Shipping. Details

Prime | Try Fast, Free Shipping

In Stock

Want it tomorrow, May 20? Order within 22 hrs 18 mins and choose One-Day Shipping at checkout. Details
Ships from and sold by Amazon.com. Gift-wrap available.

Capacity: 8GB

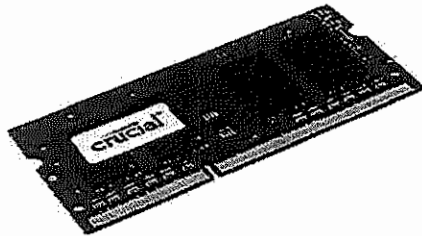
- 1GB
- 2GB
- 4GB
- 4GB
- 4GB KIT (2GBx2)
- 8GB
- 8GB
- 8GB KIT (4GBx2)
- 16GB kit (8GBx2)
- 16GB 1600 MT/s
- 32GB Kit (16GBx2)

Service: Get professional installation Details

- Without expert installation
- Include installation
+ \$93.59

See more

- Increases system performance; Form Factor: SODIMM
- Easy to install; Total Capacity: 8GB
- Warranty: Limited Lifetime; Specs: DDR3 PC3-12800, CL=11, Unbuffered, NON-ECC, DDR3-1600, 1.35V, 1024Meg x 64
- This is a dual voltage piece and can operate at 1.35V or 1.5V
- ECC: NON-ECC



Click to open expanded view

Draft Confirmation Order Form



Client Name:	Insert client name here (" <i>Client</i> ")
Event:	103 rd ICMA Annual Conference San Antonio, TX. October 22 nd – 25 th , 2017 (" <i>Event</i> ")

WebsEdge/ICMA tv will:

- Produce a film of around five (5) to six (6) minutes in length which will include interviews with Client spokespeople and location based case study material;
- Produce a series of news programs at the Event and include the Client's film in one or more of these programs;
- Broadcast this film to attendees of the Event on television screens;
- Make copies of the program available to delegates upon request;
- Stream and host the Client's film online for 12 months after the Event;
- Screen the Client's film at the Event via a dedicated television channel in selected delegate's hotels in the area;
- Provide the Client with a link to their film for marketing purposes.

Agreement guarantees:

- Pre-production consultation on the Client's topic and schedule;
- One (1) day of filming
- Final approval of film before broadcast;
- Inclusion in any social media activities carried out by ICMA tv for the conference;
- Use of any rushes / B-Roll (including unused footage) for Client's own purposes via a royalty-free, indefinite license;
- Delivery of all assets including footage from the shoot, a high quality master digital file, plus a file in a format suitable to your marketing needs.

The cost of this agreement is \$17,500 USD.

The cost is to be paid on receipt by the Client of an invoice in respect of the sum due ("Agreement Fee").

Client Details

Address 1	Tel
Address 2	Fax
Address 3	Accounts Dept. Name
Zip Code	Account Dept. Email
Country	Accounts Tel

Signed by WebsEdge

Signed by Client

Date	Date
Name	Name
Signed	Signed

Return of this order form constitutes a binding order rendering you liable for the Agreement Fee specified above.

It also signifies your acceptance of our Terms & Conditions available at:

http://www.websedge.com/webmedia/Terms_Conditions/USA_TermsandConditions2016.pdf

PLEASE COMPLETE, SIGN & RETURN THIS FORM VIA EMAIL

WebsEdge is a trading name of WebsEdge Limited: 2 London Bridge, London, SE1 9RA, UK.
Registered in England: No. 3520183 Registered office: 20-22 Wenlock Road, London, N1 7GU



Sandy Robinson

From: Christopher Clark
Sent: Tuesday, July 18, 2017 11:11 AM
To: Sandy Robinson
Subject: FW: IMA Advisory Board Appointments

Sandy,

Please include this update under TA report for July 24 BOS meeting.

Chris

From: Jill Goldsmith [mailto:jgoldsmith@chatham-ma.gov]
Sent: Monday, July 17, 2017 11:23 AM
To: Christopher Clark <cclark@town.harwich.ma.us>
Cc: Michael D. MacAskill <mmacaskill@townofharwich.us>
Subject: RE: IMA Advisory Board Appointments

Sorry – I missed this email. The BOS is seeking interest from the public for the two seats. Deadline is August 15. The BOS will then interview and make the appointments likely at its meeting of September 5.

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

Please be advised that email messages and attached content sent from and to this email account are public records unless qualified as an exemption under the Massachusetts Public Records Law - <http://www.sec.state.ma.us/pre/preidx.htm>.

From: Christopher Clark [mailto:cclark@town.harwich.ma.us]
Sent: Wednesday, July 12, 2017 4:18 PM
To: Jill Goldsmith
Cc: Michael D. MacAskill
Subject: IMA Advisory Board Appointments

Hi Jill,

Did your BOS appoint members to the IMA Advisory Board? If so, who was appointed. I know by IMA that you are the Chair.

Chris