

SELECTMEN'S MEETING AGENDA* REVISED 7/23/2021 at 9:30 A.M

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:00 P.M.

Regular Meeting 6:00 P.M.

Monday, July 26, 2021

****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**

- A. Executive Session pursuant to G.L. c. 30A, sec. 21(a)(2) and (3) to conduct strategy sessions in preparation for negotiations with union personnel and to conduct contract negotiations with union personnel – SEIU
- B. Pursuant to MGL, c. 30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares; including, but not limited to the International Association of Fire Fighters
- C. Pursuant to MGL c. 30A, §21(a) paragraph 3 to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigation position of the Town and the Chair so declares: Christopher D. Wise VS. Town of Harwich Planning Board, and Halls Path
- D. Executive Session pursuant to G.L. c. 30A, §21(a) (3) to discuss litigation strategy with respect to the case of Ember Pizza, Inc. et al vs. Town of Harwich, et al., Suffolk County Superior Court - Civil, Docket No. 2184CV01461, if discussing the matter in open session will have a detrimental effect on the Town's litigating position and the chair so declares.

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **PUBLIC HEARING AND PRESENTATIONS**

- A. Public Hearing – Discussion and possible vote to approve the 2021-2031 Comcast Renewal Contract
- B. Annual Presentation - Caleb Chase Fund

VII. **CONSENT AGENDA**

- A. Discussion and possible vote to approve the Caleb Chase request in the amount of \$1,000
- B. Discussion and possible vote to accept the gift of Ace Watchdog hardware for the Police Department

VIII. **NEW BUSINESS**

- A. Discussion and possible vote to support the Local Initiative Program (LIP) for Chloe's Path affordable housing development
- B. Discussion and possible vote on potential increase from 4% to 6% on Short Term Rental Tax and allocation of funds from Short Term Rental Tax
- C. Discussion – Potential Community Preservation Committee article – Harwich Center Ideas
- D. Discussion and possible vote to approve a license for Dan Ward to farm bay scallops in Herring River under a private dock at 99 Riverside Drive, Harwich
- E. Update by Town Administrator – 203 Bank Street Request for Proposal
- F. Update by Town Administrator - 5 Bells Neck Road Request for Proposal (2021 Annual Town Meeting - Articles 17 & 40)
- G. Discussion and possible vote to hold a Public Hearing for the alleged violations on July 3, 2021 at Port Restaurant and Bar - 541 Route 28
- H. Discussion and possible vote to authorize the Town Administrator to be the Hearing Officer for the Public Hearing for alleged violations on July 3, 2021 at Port Restaurant and Bar – 541 Route 28
- I. Discussion and possible vote to approve a One Day Entertainment license for a private residence located at 638 and 638a Route 28, Harwich Port – Event to be held on August 20, 2021 from 4:30 p.m. to 9:30 p.m. with live music outside
- J. Discussion and possible vote to approve a One Day Entertainment license for a private residence located at 44 Chatham Road, Harwich – Event to be held on August 27, 2021 from 5:00 p.m. to 10:00 p.m. with live music outside
- K. Discussion and possible vote to approve a new seasonal 2021 Common Victuallers license – Ashwood Food Service Inc. d/b/a Snack Shack – 715A Main Street – *Pending Certificate of Insurance and Building Department/Health Department Approval*

IX. **OLD BUSINESS**

- A. Discussion and possible vote on holding a special Board of Selectmen meeting on Tuesday, August 10, 2021 at 6:00 p.m. to discuss Comprehensive Wastewater Management Plan (CWMP) revisions as well as SewerCAD modeling
- B. Procurement Update – all open projects and time frame

- C. Update on Halls Path
- D. Discussion and possible vote - Mark Kelleher, Kelpheher Farms, regarding bay scallops

X. **CONTRACTS**

- A. Discussion and possible vote to authorize the chair to sign the contractor evaluation form for the Cranberry Valley Golf Course Cart Barn construction
- B. Discussion and possible vote to approve the lease agreement for a 14 passenger van with the Cape Cod Regional Transit Authority to be used by the Council on Aging

XI. **CORRESPONDENCE**

- A. Update from Fire Chief David Leblanc on fluid spill on Depot Street
- B. Letter from John Mahan on Brooks Park lighting project
- C. Resident Thank You letter regarding Water Department

XII. **TOWN ADMINISTRATOR'S REPORT**

XIII. **SELECTMEN'S REPORT**

XIV. **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:

Ellen A. Powell, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
July 23, 2021

PUBLIC HEARINGS

PRESENTATIONS

Harwich Channel 18

100 Oak Street
Harwich MA 02645

Memorandum

To: Board of Selectmen
Joseph Powers, Town Administrator
Meggan Eldredge, Assistant Town Administrator
From: Jamie Goodwin, Station Manager
Date: July 19, 2021
Re: Comcast License Renewal

The current ten-year cable contract between the Town of Harwich and Comcast expires on August 2, 2021. The Town retained counsel for this process who specializes in cable television and related telecommunications, William August. The renewal started with an ascertainment hearing that was held on May 2, 2019 in the Town Hall Griffin Room and was attended by town counsel and Senior Manager of Government and Regulatory Affairs from Comcast, Michael Galla. Also in attendance were many Department Heads and other community organizations that all utilize the services that Harwich Channel 18 provides to the Town. Below outlines the changes and highlights from the previous contract to the proposed 10 year contract set to expire in August of 2031.

- 4.5% of cable subscriber revenues annually paid to Town for community cable purposes (consistent with the previous contract)
- 4 cable channels include channels 18, 22, 98 and 99 (consistent with the previous contract) plus a first ever Comcast commitment to provide Harwich with a High Definition channel.
- In addition to the annual payments of 4.5% of gross revenues for programming operating costs, Comcast agreed to Annual capital payments of \$41,000.00 per year, increased from expiring license payments of \$35,799.00 per year.
- Technology language changes to reflect current operations, including significant upgrading of signal transmitters and encoders.
- Commitment to maintain video return lines for Town use from multiple municipal buildings and schools.

Copies of both contracts are available for review and public inspection at the Town Clerk's office as noted in two published legal advertisements giving notice of the hearing and of the availability of the documents for review. As the Harwich Channel 18 Station Manager I believe this renewal contract has an incredible benefit to the Town. As was displayed during the pandemic our station was a main point of information and all public meetings. The renewal contract will give the town of Harwich the opportunity to continue to maintain a high level of service to the citizens and for future expansion of public meeting access.

Ascertainment Public Hearing video: <https://youtu.be/TxGCI5Pj0XE>

management & view maintenance.

The Cape Cod Chronicle
July 8, 2021

LEGAL NOTICE
TOWN OF HARWICH CABLE TELEVISION
CABLE LICENSE RENEWAL PROCEEDINGS

The Board of Selectmen of the Town of Harwich, being the Town's Cable Television License Issuing Authority, hereby gives notice that on July 26, 2021, at no earlier than 6:00 p.m. in the Donn B. Griffin Hearing Room, Town Hall, 732 Main Street, Harwich, the Board of Selectmen will hold a public hearing concerning the proposed cable television renewal license for Comcast Cable Communications Management LLC. The purpose of the proceeding is to accept public comment on, formally consider and possibly take final action including possible approval of the proposed renewal license. Public comment on Town renewal needs and the proposed renewal is invited. Copies of renewal documents are available for public inspection and copying c/o of the Town Clerk or his/her municipal designee.

For further information and copies of renewal records, contact Jamie Goodwin c/o Town Hall. By order of the Board of Selectmen as Cable Television License Issuing Authority.

The Cape Cod Chronicle
July 8 and 15, 2021

LEGAL NOTICE
PUBLIC INFORMATION HEARING
TOWN OF HARWICH
COMMUNITY PRESERVATION COMMITTEE

file extra copy
xfinity™



August 29, 2011

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

Re: Town of Harwich Cable Television Renewal License

Dear Chairman and Members of the Board:

Enclosed please find two (2) originals of the Cable Television Renewal License between the Town of Harwich and Comcast of Massachusetts I, Inc. The ten (10) year renewal term commenced on August 2, 2011 and will expire at midnight on August 1, 2021.

Please feel free to contact Mary O'Keeffe at (508) 477-7738 if you have any questions.

Sincerely,

Denise Mason
Franchising Specialist

/dmm

Enc.

cc: Cable Advisory Committee – Harwich Town Hall
Catrice Williams – Massachusetts Department of Telecommunication & Cable Liaison
Attorney Peter Epstein – c/o Epstein & August, LLP
Mary O'Keeffe - Comcast Sr. Manager of Government & Regulatory Affairs
Comcast Corporate and Division Government & Regulatory Affairs *(via email)*
Comcast Division Finance *(via email)*

-Town of Harwich Cable Television Renewal License-
August 2, 2011-August 1, 2021

**CABLE TELEVISION
RENEWAL LICENSE**

GRANTED TO

**COMCAST
OF MASSACHUSETTS I, INC.**

**THE BOARD OF SELECTMEN
TOWN OF HARWICH,
MASSACHUSETTS**

AUGUST 2, 2011

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-Town of Harwich Cable Television-Renewal License-
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-Town of Harwich Cable Television Renewal License-
August 2, 2011-August 1, 2021

AGREEMENT

This Cable Television Renewal License entered into this 2nd day of August, 2011, by and between the Board of Selectmen of the Town of Harwich, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts I, Inc., ("Comcast"), a Massachusetts corporation.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Harwich, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Harwich; and

WHEREAS, the Town of Harwich participated in the cable television renewal process with a number of other Cape Cod communities, referred to herein as the Cape Cod Cable Television Consortium (the "Renewal Consortium"); and

WHEREAS, the Issuing Authority conducted two (2) public hearings, pursuant to Section 626 of the Cable Act, on August 18, 2008 and November 24, 2008, to (1) ascertain the future cable related community needs and interests of Harwich, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority authorized a survey of five hundred and eleven (511) Harwich households between July 20, 2008 and July 28, 2008, which survey was conducted by the Center for Policy Analysis at the University of Massachusetts at Dartmouth.

WHEREAS, the Issuing Authority released its Cable Television License Renewal Ascertainment Report (the "Ascertainment Report") on January 29, 2009; and

WHEREAS, the Issuing Authority sent its Request-for-a-Renewal-Proposal ("RFP") to Comcast on February 6, 2009, for response by Comcast; and

WHEREAS, Comcast submitted a license renewal proposal to the Town of Harwich, dated March 6, 2009, for a renewal license to operate and maintain a Cable Television System in the Town of Harwich; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Harwich.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Harwich resident and/or any Persons affiliated with a Harwich institution to use designated Public, Education and Government (“PEG”) facilities, equipment and/or PEG Access channels on the Cable Television System, subject to the conditions and procedures established for such use herein and 47 U.S.C. 531, where applicable.

(2) Access Channel: A video channel which the Licensee owns and shall make available to the Town of Harwich and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Access Corporation: The entity, as may be designated from time to time by the Issuing Authority, for the purpose of operating and managing the use of Public Access funding, equipment, Public Access channel, facilities, training and programming for Harwich Subscribers.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Service: Any service tier which includes the retransmission of local television broadcast signals

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

-Town of Harwich Cable Television Renewal License-
August 2, 2011-August 1, 2021

(9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) DVD: The acronym for a Digital Video Disc player.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Harwich, Massachusetts.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub to an authorized recipient of Programming.

(17) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System or the Institutional Network.

(18) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee for use by, among others, the Issuing Authority, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(19) Effective Date of the Renewal License (the "Effective Date"): August 2, 2011.

(20) FCC: The Federal Communications Commission, or any successor agency.

-Town of Harwich Cable Television Renewal License-
August 2, 2011-August 1, 2021

(21) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for the presentation of non-commercial governmental programming and/or information to the public.

(22) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales;; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(23) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(24) Hub or Hub Site: A sub-Headend, generally located within a cable television community used for the purpose of signal processing.

(25) Issuing Authority: The Board of Selectmen of the Town of Harwich, Massachusetts.

(26) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(27) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Harwich or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(28) Licensee: Comcast of Massachusetts I, Inc. ("Comcast"), a Massachusetts corporation, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

-Town of Harwich Cable Television Renewal License-
August 2, 2011-August 1, 2021

(29) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

(30) Origination Capability: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(31) Outlet: An interior receptacle generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

(32) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.

(33) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(34) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(35) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(36) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.

(37) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(38) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(39) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Harwich residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(40) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(41) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

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(42) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter issued by the Licensee.

(43) Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(44) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(45) State: The Commonwealth of Massachusetts.

(46) Subscriber: Any Person, firm, corporation or other entity who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.

(47) Subscriber Network: The 750 MHz, bi-directional network owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(48) Termination Point: The location, usually on or within a building, at which a fiber optic cable terminates and is then connected to internal wiring or networking.

(49) Town: The Town of Harwich, Massachusetts.

(50) Town Counsel: The Town Counsel of the Town of Harwich, Massachusetts.

(51) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Cable Drops to Subscriber's residences.

(52) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(53) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(54) VCR: The acronym for video cassette recorder.

(55) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Harwich, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Harwich.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Harwich within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Harwich. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways and Streets shall be resolved in accordance with any generally applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on August 2, 2011 and shall expire at midnight on August 1, 2021, unless sooner terminated as provided herein.

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Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Harwich; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability and not specific to this Renewal License, the Cable System or the Licensee, rules and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways or Streets and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

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(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all residents of the Town its existing 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Harwich Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC video technical specifications contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC video technical standards.

Section 3.2---EMERGENCY ALERT SYSTEM

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, within seven (7) business days of a request therefor, unless legally prevented from doing so, subject only to the installation charges herein and subject to the provisions of Section 12.4(a) below.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150 feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges. The Licensee shall have up to, but not more than, ninety (90) days, subject to Force Majeure, in order to survey, design and install non-standard installations that are more than 150 feet from the existing Trunk and Distribution System.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Harwich. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town, unless the Town makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

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(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to trees, in and along Public Ways or Streets. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. Such raising or lowering shall be at no cost to the Town. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices (any device that routes or directs a signal that does not have an external power source) are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on construction maps submitted to the Town when the Licensee applies for a permit(s). In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal license in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

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Section 4.12---CABLE SYSTEM MAPS

The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee with plant maps of the Cable System plant. If changes are made in the Cable System that effect the accuracy of such plant maps, the Licensee shall file updated plant maps not more than once annually.

Section 4.13---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) when available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Section 4.14---"DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

Section 4.15---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, shall be at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Harwich Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---VCR/DVR/DVD CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR, DVR or DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, equipment which will allow VCR, DVR or DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, DVR or DVD, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said equipment shall be available to all Subscribers in accordance with applicable law

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

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Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The Licensee shall provide a single Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 3**, attached hereto and made a part hereof.

Section 5.7---CABLE-RELATED TECHNOLOGY FUNDING

(a) Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall provide funding to the Town for cable-related technology purposes in the amount of Thirty Nine Thousand Seven Hundred and Two Dollars (\$39,702.00).

(b) In no case shall the Cable-Related Technology Funding, in paragraph (a) herein, be counted against (i) the PEG Access Equipment/Facilities Funding pursuant to Section 6.5 infra; (ii) the PEG Access/Cable-Related Funding pursuant to Section 7.2 infra; (iii) any License Fee payment, required by Section 7.1 infra, and/or (iv) any other fees or payments required herein and/or by applicable law.

ARTICLE 6

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of Public Access Programming to Subscribers. The Town and/or its designee(s) shall continue to be responsible for Educational and Governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2--- PUBLIC ACCESS PROGRAMMING

The Access Corporation shall provide services to Public Access Users and the Town, as follows:

(1) Schedule, operate and program the Public Access Channel provided in accordance with Section 6.4 below;

(2) Purchase, maintain and/or lease Public Access equipment, with the funds allocated for such purposes in Section 6.5 below;

(3) Conduct training programs in the skills necessary to produce quality Public Access programming;

(4) Provide technical assistance, pre-production services, post-production services and production services to Public Access Users, using Access Corporation staff and volunteers;

(5) Establish rules, procedures and guidelines for use of the Public Access Channel;

(6) Accomplish such other tasks relating to the operation, scheduling and/or management of the Public Access Channel, facilities and equipment as appropriate and necessary; and

(7) Produce or assist Public Access Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---EDUCATIONAL AND GOVERNMENTAL ACCESS PROGRAMMING

The Town and/or its designee(s) shall provide services to Educational and Governmental Access Users and the Town, as follows:

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(1) Schedule, operate and program the Educational and Governmental Access Channels provided in accordance with Section 6.4 below;

(2) Purchase, maintain and/or lease Educational and Governmental Access equipment, with the funds allocated for such purposes in Section 6.5 below;

(3) Conduct training programs in the skills necessary to produce quality Educational and Governmental Access programming

(4) Provide technical assistance, pre-production services, post-production services and production services to Educational and Governmental Access Users;

(5) Establish rules, procedures and guidelines for use of the Educational and Governmental Access Channels;

(6) Accomplish such other tasks relating to the operation, scheduling and/or management of the Educational and Governmental Access Channels, facilities and equipment as appropriate and necessary; and

(7) Produce or assist Educational and Governmental Access Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.4 ---PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or the Access Corporation four (4) Licensee-owned Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no charge by the Licensee to the Town and/or the Access Corporation and shall be subject to the control and management of the Issuing Authority and/or the Access Corporation.

(b) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channel(s), once established, without a minimum of sixty (60) days advance, written notice to the Issuing Authority and the Access Corporation.

(c) Said PEG Access Channel(s) shall be made available and operated by the Town, the Access Corporation, and/or the Harwich Public Schools at no charge to Users.

(d) The Licensee shall monitor the four (4) PEG Access Channels for technical quality and shall ensure that they are maintained at FCC standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

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(e) Pursuant to Section 6.9 below, the Licensee shall be responsible for ensuring that PEG Access Programming can be originated from the remote locations listed in **Exhibit 4**, attached hereto and made a part hereof, and sent to the Headend or Hub on an Upstream Channel(s) provided by the Licensee for interconnection with and on said Downstream PEG Access Channels.

Section 6.5---PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide funding to the Issuing Authority, its designee(s) and/or the Access Corporation, as directed by the Issuing Authority to the Licensee in writing, on an annual basis, on July 15th of each year of this Renewal License, in the amount of Thirty-Five Thousand Seven Hundred and Ninety-Nine Dollars (\$35,799.00); provided, however, that the first year's payment shall be made within ninety (90) days of the Effective Date. The total amount payable to the Town and/or its designee(s) over the term of this Renewal License shall be Three Hundred Fifty-Seven Thousand Nine Hundred Ninety-Eight Dollars (\$357,998.00).

(b) In no case shall said total \$357,998.00 equipment and facilities payments be counted against (i) the Cable-Related Technology Funding pursuant to Section 5.7 supra; (ii) any License Fee payment, required by Section 7.1 infra; (iii) the annual PEG Access/Cable-Related Funding, pursuant to Section 7.2 infra; and/or (iv) any other fees or payments required by applicable laws. The payments in paragraph (a) above shall be made directly to the Issuing Authority, and/or its designee(s) and/or the Access Corporation, as directed by the Issuing Authority in writing.

(c) In the event that the payment required to be made herein is not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Issuing Authority, its designee(s) and/or the Access Corporation at the annual rate of two percent (2%) above the Prime Rate.

Section 6.6---CENSORSHIP

Neither the Issuing Authority, the Town, the Licensee nor the Access Corporation shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.7---EQUIPMENT OWNERSHIP

The Issuing Authority, its designee(s) and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 supra. The Licensee shall have no obligation for maintenance, repair or replacement of such PEG Access equipment.

Section 6.8---ACCESS CORPORATION ANNUAL REPORT

Upon the written request of the Licensee, the Issuing Authority shall provide the Licensee with a copy of the Access Corporation's annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.9---PEG ACCESS CABLECASTING

(a) No later than the Effective Date of this Renewal License, in order that the Town and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or the Access Corporation, then transmitted from the regional PEG Access Corporation studio and/or from any of the other locations in the Town with Origination Capability identified in **Exhibit 4**, attached hereto and made a part hereof, to the Cable System Headend or Hub, on four (4) Upstream Channels made available, without charge, to the Issuing Authority and/or the Access Corporation for their use.

(b) The Licensee shall provide the Town, its designee(s) or the Access Corporation with the capability to ensure that said Programming is properly switched electronically to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town and/or the Access Corporation for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Town, its designee(s) and/or the Access Corporation. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cable casting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment located at its Hub Site or Headend in order to switch Upstream Signals carrying PEG Access Programming from the Public Access studio and/or the Town's Educational/Governmental studio to the designated Subscriber Network Downstream PEG Access Channel.

(d) The Licensee shall own, maintain, repair and/or replace any Headend or Hubsite audio or video Signal processing equipment. The Town and/or Access Corporation, respectively, shall, own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and the Town's and/or the Access Corporation's equipment shall be at the output of the Town's and/or the Access Corporation's modulator(s) at the Public Access studio and/or the Town's Educational/Governmental studio.

ARTICLE 7

LICENSE FEES

Section 7.1--LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s). Said Licensee Fees shall be paid to the Town no later than March 15th of each year of this Renewal License, unless provided for otherwise by applicable law.

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the annual funding for PEG Access/Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town and/or the State provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town and/or the Access Corporation because of late payments; (ii) the equipment payments payable to the Issuing Authority, its designee(s) and/or the Access Corporation pursuant to Section 6.5 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

Section 7.2--PEG ACCESS/CABLE-RELATED FUNDING

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(22) supra, payable on a quarterly basis. Subject to paragraph (a)(i) below, said payments shall be made directly to the Issuing Authority and/or its designee(s) on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

(i) The first 4.5% payment under this Renewal License shall be made on or before November 15, 2011 for the previous period from the Effective Date of this Renewal License through September 30, 2011.

(ii) Subsequent 4.5% payments under this Renewal License shall be made on the dates specified in paragraph (a) above.

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(b) The Licensee shall file with each of said four and one-half percent (4.5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 5**. If the Licensee's quarterly payments to the Issuing Authority were less than four and one-half percent (4.5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) In no case shall said four and one-half percent (4.5%) payment(s) include (i) the Cable-Related Technology Funding pursuant to Section 5.7 supra; (ii) the equipment/capital funding required by Section 6.4 supra; and/or (iii) applicable License Fee payments to the Town, the State and/or the FCC. Said four and one-half percent (4.5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(d) In the event that the PEG Access/Cable-Related Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments pursuant to this Section 7.2(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

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Section 7.4---LATE PAYMENT

In the event that the License Fees and/or the PEG Access payments herein required are not tendered on or before the dates fixed in Section 7.1 and Section 7.2 above, interest due on such fees and/or payments shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---RECOMPUTATION

(a) Tender or acceptance of any payment required in Article 6 and/or by Section 7.1 and/or Section 7.2 shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest pursuant to Section 6.5 and/or Section 7.2 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after each License Fee payment is tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.6---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Harwich.

Section 7.7---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 6**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town listed as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned

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that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies required herein, and (ii) the performance bond required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; and (ii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

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- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Four Hundred Seventy-Five Dollars (\$475.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access Programming and equipment provisions in accordance with the requirements in Article 6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues; provided, however, that Section 6.5 supra is not subject to assessment of liquidated damages only during such time that interest charges are being levied.

(4) For failure to install, operate and maintain the remote origination locations in accordance with Section 6.9 herein and **Exhibit 4**, attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 7** attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops in accordance with Section 5.6 herein and/or **Exhibit 3**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

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(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION.

Section 12.1---HARWICH CUSTOMER SERVICE OFFICE

(a) The Licensee shall continue to maintain, operate and staff its full-time customer service office in Harwich until August 1, 2013 for the purpose of receiving customer payments, inquiries and Complaints and equipment return/exchange, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Thereafter, the Licensee shall continue to operate a full-time customer service office in Harwich or in the Town of Orleans for the remainder of the Renewal License term. In the event that the customer service office operated by the Licensee in Harwich is be closed, the Licensee shall provide at least three (3) months advance written notice of such fact to the Issuing Authority and to all of the Licensee's Subscribers in Harwich. Said customer service office shall be open for walk-in business during Normal Business Hours.

(b) In the event that the customer service office in Harwich is to be closed in accordance with paragraph (a) above, the Licensee, at the same time, shall make its best efforts to contract with a third-party in Harwich to provide bill payment services to Harwich Subscribers for the remainder of the Renewal License term.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 7**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Harwich Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Harwich residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 7**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 6** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary

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responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Harwich with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a

Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

(b) In accordance with applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

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(c) The Licensee may disclose such information if the disclosure is:

- (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or
- (ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed
- (iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

**Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND
SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

(c) The Licensee shall file reports in electronic format where and when possible.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, the number of Basic Service Subscribers.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty

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(30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 8** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9---DUAL FILINGS

To the extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

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Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License which would interfere with its performance of this Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

Section 15.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; applicable environmental restrictions; unavailability of essential equipment, services and/or materials beyond the control of the Licensee, the Issuing Authority and/or the Town; and any other matters beyond the reasonable control of the Licensee, the Issuing Authority and/or the Town.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

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Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Harwich, Town Hall, 732 Main Street, Harwich, Massachusetts 02645, or such other address as the Issuing Authority may specify in writing to the Licensee, with one (1) copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
330 Billerica Street
Chelmsford, Massachusetts 01824

with one (1) copy to:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

and one (1) copy to:

Comcast Cable Communications, Inc
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

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(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of this Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

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EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

**TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that

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is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, etc.); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use

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specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

| Frequencies | Signal leakage limit (micro-volt/ meter) | Distance in meters (m) |
|--|--|---------------------------|
| Less than and including 54 MHz, and over 216 MHz | 15 | 30 |
| Over 54 up to and including 216 MHz | 20 | 3 |

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of

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good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)

EXHIBIT 3

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS ****

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

- | | |
|--------------------------|---------------------|
| 1. Town Hall | 732 Main St. |
| 2. Highway Maintenance | 273 Queen Anne Road |
| 3. Transfer Station | 205 Queen Anne Road |
| 4. Brooks Free Library | 735 Main Street |
| 5. High School | 81 Oak Street |
| 6. Elementary School | 268 Sisson Road |
| 7. Middle School | 204 Sisson Road |
| 8. Harbor Master | 715 Rt. 28 |
| 9. Old Fire Headquarters | 203 Bank Street |
| 10. Fire Headquarters | 175 Sisson Road |
| 11. Station 2 | 149 Rt. 137 |
| 12. Old Highway Barn | 175 Sisson Rd. |
| 13. Recreation Center | 265 Sisson Rd. |
| 14. Community Center | 100 Oak St. |
| 15. Police Station | 183 Sisson Road |
| 16. Brooks Academy | 80 Parallel Street |
| 17. Water Commission | 196 Chatham Road |

** And any other public buildings along the cable route designated by the Issuing Authority in accordance with Section 5.6 herein.

EXHIBIT 4

PEG ACCESS ORINATION LOCATIONS

- (1) Harwich Town Hall: 732 Main Street;
- (2) Harwich High School: 75 Oak Street;
- (3) Harwich Middle School: 214 Sisson Road;
- (4) Harwich Community Center (Hub and Studio): 100 Oak Street;
- (5) Harwich Public Safety Building: 183 Sisson Road; and
- (6) Public Access Studio (Cape Cod Media Center): 307 White's Path, S. Yarmouth.

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EXHIBIT 5

GROSS ANNUAL REVENUES REPORTING FORM

Company: *Comcast of Massachusetts I, Inc.*

Municipality: *Harwich*

Quarterly Revenue Period: _____ Calendar Year: _____

Composition of Total Revenues Subject to License Fee:

| Revenue Adjustment (specify) | <u>Totals</u> |
|--|----------------------------|
| Totals by Service: | |
| Basic Service Revenue | \$ [enter amount] |
| Pay Service Revenue ¹ | \$ [enter amount] |
| Other Unregulated Revenue ² | \$ [enter amount] |
| Digital Revenue | \$ [enter amount] |
| Subtotal: | \$ [enter subtotal] |
| Totals by Non Service: | |
| Home Shopping Revenue | \$ [enter amount] |
| Advertising Revenue | \$ [enter amount] |
| Leased Access Revenue | \$ [enter amount] |
| Franchise Fees | \$ [enter amount] |
| Less Bad Debt/Add Bad Debt Paid | \$ [enter amount] |
| Subtotal: | \$ [enter subtotal] |
| Total Gross Revenue | \$ [enter total] |
| Franchise Fee 4.5% | \$ [enter % of total] |
| Fee-on-Fee 4.5% | \$ [enter % of %] |
| Franchise Fee Due | \$ [enter total due] |

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance, etc.

Authorized Comcast Representative:

Date: _____

EXHIBIT 6

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- 1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- 2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- 3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- 4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- 1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- 2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- 3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- 4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- 5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- 6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

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7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

1) The bill shall contain the following information in clear, concise and understandable language and format:

- a. The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
- b. the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- c. the dates on which individually chargeable services were rendered or any applicable credits were applied;
- d. separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- e. the amount of the bill for the current billing period, separate from any prior balance due;
- f. The date on which payment is due from the subscriber.

2) Cable operators may identify as a separate line item of each regular subscriber bill the following:

- a. The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
- b. The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
- c. The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

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3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

3) The following provisions shall apply to the imposition of late charges on subscribers:

a. A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

b. A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.

c. No late charge may be assessed on the amount of a bill in dispute.

4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.

5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

a. A subscriber requests total disconnection from cable service; or

b. A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

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10.07: Billing Disputes

- 1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- 2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- 3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- 4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- 5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- 1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- 2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- 3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 7

FCC CUSTOMER SERVICE OBLIGATIONS

[Code of Federal Regulations]
[Title 47, Volume 4]
[Revised as of October 1, 2004]
From the U.S. Government Printing Office via GPO Access
[CITE: 47CFR76.309]

[Page 627-629]

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS
COMMISSION (CONTINUED)

PART 76 MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE--Table of
Contents

Subpart H General Operating Requirements

Sec. 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

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(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

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EXHIBIT 8

CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

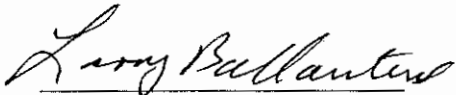
Manner of Resolution: A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

| | Total Complaints | Avg. Resolution Time (see code above) | Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner. | | |
|--|----------------------|--|---|----------------------|----------------------|
| | | | A. | B. | C. |
| | | | | | |
| Advertising/Marketing | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Appointment/Service call | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Billing | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Customer Service | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Defective Notice | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Equipment | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Installation | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Reception | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Service Interruption | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Unable to Contact | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Failure to Respond to Original Complaint | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Other: | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

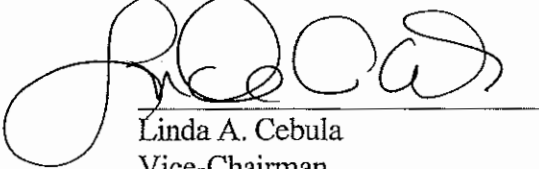
SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Harwich, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts I, Inc., this 2nd day of August, 2011.

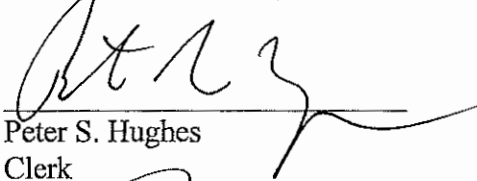
BY: *The Harwich Board of Selectmen,*
as Issuing Authority



Larry G. Ballantine
Chairman



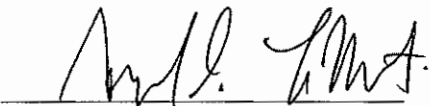
Linda A. Cebula
Vice-Chairman



Peter S. Hughes
Clerk



Edward J. McManus
Member



Angelo S. LaMantia
Member

Comcast of Massachusetts I, Inc.



Stephen L. Hackley
Regional Senior Vice-President
Greater Boston Region

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

Comcast Cable Communications Management, LLC

**TOWN OF HARWICH
MASSACHUSETTS**

DRAFT

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AGREEMENT

This cable television renewal license entered into by and between the Town of Harwich, Massachusetts, by the Board of Selectmen of Harwich in its statutory capacity as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast Cable Communications Management, LLC ("Comcast" or the "Licensee").

WITNESSETH

WHEREAS, Comcast Cable Communications Management, LLC, (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Harwich, Massachusetts (hereinafter the "Town"), said license having commenced on August 2, 2011;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated November 7, 2018 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated April 1, 2020

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Harwich resident and/or any Persons affiliated with an Harwich institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures lawfully established by the Issuing Authority or its Access Provider for such use.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations, subject to the conditions and procedures as lawfully established by the Issuing Authority or its Access Provider for such use.

(3) Access Corporation or Access Provider: The entity, or entities, as designated by the Issuing Authority from time to time, for the purpose of operating the public, educational and or governmental access facilities, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Service: Any Service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor agency if any.

(9) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such

term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(12) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Harwich, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend or hub site to an authorized recipient of Programming.

(16) Drop or Cable Drop: The cable that connects an Outlet to the feeder cable of the Cable System.

(17) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's Access Designee, for the use of educational institutions and/or the Access Corporation to present non-commercial educational programming and information to the public subject to applicable law and the terms hereof.

(18) Effective Date of Renewal License (the "Effective Date"): August 2, 2021.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Government Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(21) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; fees paid on all Subscriber fees ("fee on fee"); all Commercial Subscriber revenues on a pro-rata basis; fees paid for channels designated for commercial use; and Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; leased access revenues, home shopping revenues, and advertising revenues. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to

the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(22) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(23) Issuing Authority: The Board of Selectmen of the Town of Harwich, Massachusetts.

(24) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(25) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Harwich and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(26) Licensee: Comcast Cable Communications Management, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) Normal Business Hours: Those hours during which most similar businesses in Harwich are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(28) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(29) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's television set or Subscriber-owned equipment to the Cable System.

(30) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(31) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(32) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(35) Person: Any corporation, partnership, limited partnership, association, trust, organization, other

business entity, individual or group of individuals acting in concert.

(36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(37) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, Harwich residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(38) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads, dedicated public utility easements, and all other publicly owned real property having compatible easements within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(39) Renewal License or License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(40) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(41) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(42) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, the Cable Television System.

(45) Subscriber Network: The not less than 750 MHz, bi-directional network, owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(46) Town: The Town of Harwich, Massachusetts.

(47) Town Counsel: The Town Counsel of the Town of Harwich, Massachusetts.

(48) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscribers' residences.

(49) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(50) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(51) VCR: The acronym for videocassette recorder.

(52) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Harwich, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Harwich.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places having compatible easements and under the jurisdiction of the Town of Harwich within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has a compatible easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Harwich. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any lawful special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on August 2, 2021 and shall expire at midnight on August 1, 2031 unless sooner terminated as provided herein.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Harwich; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and or Town by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall, if requested by the Issuing Authority, remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination and Issuing Authority request, the Issuing Authority may deem any property not removed as having been abandoned. Notwithstanding the foregoing, the parties reserve any and all rights they may have under the Cable Act with respect to disposition of the Cable System in connection with termination of this Renewal License as a result of the License not being renewed or otherwise lawfully terminated. Notwithstanding the above, the Licensee shall not be required to remove its Cable System, or to relocate the Cable System as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services as allowed by applicable law.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably

withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. To the extent provided for under the Cable Act, after one hundred twenty (120) days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the

Town.

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ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

- a) Licensee shall make its Cable Services available to all residents of the Town provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units.
- b) The Licensee shall transmit all of its Signals to Harwich Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.
- c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the applicable FCC technical specifications, as amended, contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network described in Section 3.1 herein shall comply with the FCC and MEMA Emergency Alert System (“EAS”) regulations.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers’ capability to control the reception of any channels being received on their television sets.

Section 3.4--- PEG ACCESS VIDEO ORIGINATION LOCATIONS

From the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines (“Video Return Lines” or “VRL”) specified herein and as set forth below and at no charge to the Town or Access Designee/Provider, in accordance with this Renewal License. The existing Video Return Lines serving video origination locations listed in Exhibit 3 shall be operated and maintained by Licensee subject to such terms as further provided in Section 6.10 below.

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire Town of Harwich, subject to the limitations set forth herein. Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s). The Licensee shall make reasonable efforts to meet with the Issuing Authority regarding any proposed housing that may have boundary issues, in order to serve customers through legally permissible and cost-effective Harwich rights-of-way.

(b) The Licensee shall make its Cable System available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges herein.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges subject to Licensee first providing the resident with a verbal estimate, or written estimate if requested, of the costs of a non-standard installation and subject to such resident consenting to same. The Licensee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto, subject to Force Majeure and the completion of utility pole make ready work. Any dwelling unit within one hundred feet (100') feet underground from the Trunk and Distribution System shall be entitled to a standard underground installation, unless the sub-surface of an underground installation is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.).

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Harwich. Licensee-owned poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State laws and Town by-laws and regulations.

Section 4.3---ABOVE GROUND & UNDERGROUND FACILITIES

(a) The Licensee shall comply with applicable law(s) regarding any requirement(s) to remove Licensee-owned poles, overhead wires and associated overhead structures within all or any part or parts of the Town.

(b) Licensee-owned underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances in the Public Way as of the Effective Date such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, upon reasonable advance notice, without cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the

construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with the applicable provisions of the Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws of general applicability, any other generally applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals and low-profile boxes shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 *infra*. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.12---CABLE SYSTEM MAPS

The Licensee shall provide the Issuing Authority or its designee, upon written request by the Issuing Authority, with strand maps of the Cable System. If changes are made in the Cable System located in the Public Way, the Licensee shall file updated strand maps not more than once annually; provided, however,

Licensee shall not be required to file changed strand map(s) if such a map is filed with a Town department during any Public Way road opening permit, grant of location, etc. application process.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

Section 4.14---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Section 4.15---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

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ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Harwich Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---EQUIPMENT/CABLE COMPATIBILITY

(a) Licensee will continue to comply with equipment compatibility requirements in accordance with applicable law and regulation.

(b) The Licensee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

(c) Pursuant to the rules and regulations of the Cable Division, as may be amended from time to time, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, non-routine and material Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

ARTICLE 6

PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Provider(s), as designated by the Issuing Authority, shall continue to be responsible for the provision of Public, Educational and Governmental (PEG) Access Programming to Subscribers and the Town, pursuant to the provisions of this Article 6 herein.

Section 6.2---PUBLIC ACCESS PROVIDER

The Public Access Provider(s), acting as a nonprofit corporation subject to and in accordance with Section 501(c)(3) of the Internal Revenue Code, shall provide services to Subscribers, Public Access Users and the Town, as follows:

- (1) Schedule, operate and program the Public Access Channels provided in accordance with Section 6.4 below;
- (2) Manage Public Access annual funding, subject and pursuant to Section 6.5 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease Public Access equipment, with the capital funds if allocated by the Issuing Authority to the Access Provider for such purposes in Section 6.6 below and subject to the terms hereof and as determined by the Issuing Authority;
- (4) Conduct training programs in the skills necessary to produce Public Access Programming;
- (5) Establish rules, procedures and guidelines for use of the Public Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review.
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of Public Access Channels, facilities and equipment as appropriate and necessary; and
- (7) Produce or train Users in the production of original, non-commercial, Public Access Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---EDUCATIONAL AND GOVERNMENTAL ACCESS PROVIDER

The Town and/or its designee(s) shall provide services to Subscribers, Educational and Governmental Access Users and the Town, as follows:

- (1) Schedule, operate and program the Educational and Governmental Access Channels provided in accordance with Section 6.4 below;
- (2) Manage Educational and Governmental Access annual funding, subject and pursuant to Section 6.5 below, applicable law regarding cable license funding and the terms hereof;
- (3) Purchase, maintain and/or lease Educational and Governmental Access equipment, with the capital funds allocated for such purposes in Section 6.6 below and subject to the terms hereof;
- (4) Conduct training programs in the skills necessary to produce Educational and Governmental Access Programming;
- (5) Establish rules, procedures and guidelines for use of the Educational and Governmental Access Channels, subject to and in accordance with applicable law and subject to the Issuing Authority review.
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of Educational and Governmental Access Channels, facilities and equipment as appropriate and necessary; and

(7) Produce or train Users in the production of original, non-commercial, Educational and Governmental Access Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.4---PEG ACCESS CHANNELS

(a) As of the Effective Date the Licensee shall continue to make available for use by the Issuing Authority and/or the Access Provider four (4) Licensee-owned downstream PEG Access Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider, subject to the terms herein. Upon receipt of payment by the Town, the Licensee shall make available one (1) High Definition (HD) PEG Access Channel, within thirty-six months of the effective date of this license, for PEG Access purposes which will replace one of the current four (4) PEG channels and said Access Channels shall be designated for Public, Educational and/or Governmental Access as determined by the Issuing Authority. The issuing authority is responsible for the costs associated with providing an HD PEG Channel and SD/SDI equipment subject to Licensee providing the Issuing Authority with a written cost estimate.

(b) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice of not less than thirty (30) days to the Issuing Authority and/or its designee(s).

Section 6.5---PEG ACCESS AND ISSUING AUTHORITY CABLE RELATED FUNDING

(a) The Licensee shall make quarterly PEG franchise fee payments to the Issuing Authority subject to and in accordance with applicable laws, equal to four and one-half percent (4.5%) of its Gross Annual Revenues.

(b) The first payments under Section 6.5(a) shall be made on or before November 15, 2021 for the previous period of August 2, 2021 to September 30, 2021. Thereafter, payments pursuant to Section 6.5(a) shall be made on a quarterly basis: (i) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December. (ii) on or before May 15th of each year of this Renewal License for the previous three (3) month period of January, February and March; (iii) on or before August 15th for the previous three (3) month period of April, May and June; (iv) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and the final payment under Section 6.5(a) shall be made on or before November 15, 2031 for the period of July 1, 2031 to August 1, 2031.

(c) For each of the quarterly payments made pursuant to Section 6.5(b), Licensee shall file a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s) including a quarterly Gross Annual Revenues report in a form substantially similar to the form attached as **Exhibit 4**. If the Licensee's quarterly payments to the Issuing Authority's Access Provider and to the Issuing Authority were less than the percent (%) of the Licensee's Gross Annual Revenues required under Section 6.5(a) above for the respective reporting period, the Licensee shall pay any balance due Issuing Authority's Access Provider and/or Issuing Authority, as applicable, no later than the due date of the next quarterly payment subsequent

to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(21) *supra*.

(d) In no case shall the payment(s) pursuant to this Section 6.5 include the equipment and related funding required by Section 6.6 below. Said Section 6.5 payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the Issuing Authority's Access Provider and/or Issuing Authority payments pursuant to Section 6.5 are not tendered on or before the dates fixed in paragraph (b) above, interest due on such fee shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month. Any payments to the Issuing Authority's Access Provider or Issuing Authority pursuant to this Section 6.5(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority's Access Provider or Issuing Authority pursuant to Section 6.5(a) through 6.5(d) and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.6---PEG ACCESS FACILITIES/EQUIPMENT CAPITAL FUNDING

(a) The Licensee shall make PEG Access capital payments to the Issuing Authority or the designated Access provider, in addition to payments under Section 6.5, subject to and in accordance with applicable laws, equal to ten annual payments of Forty-One Thousand dollars (\$41,000) per year, on or before the below referenced dates, as follows:

| | |
|-------------------|-------------|
| November 15, 2021 | \$41,000.00 |
| November 15, 2022 | \$41,000.00 |
| November 15, 2023 | \$41,000.00 |
| November 15, 2024 | \$41,000.00 |
| November 15, 2025 | \$41,000.00 |
| November 15, 2026 | \$41,000.00 |
| November 15, 2027 | \$41,000.00 |
| November 15, 2028 | \$41,000.00 |
| November 15, 2029 | \$41,000.00 |
| November 15, 2030 | \$41,000.00 |

(b) In the event that the payments pursuant to this Section 6.6 are not tendered on or before the due dates set forth above, interest due on such payments shall accrue from the date due at the rate of the Prime Rate, on the last day of business of the prior month and shall be payable to the Issuing Authority for late payment to the Issuing Authority; and shall be payable to the Access Provider for late payment to the Access Provider. Any payments to the Issuing Authority pursuant to this Section 6.6(b) shall not be deemed to be part of the funding to be paid to the Issuing Authority and/or to the Access Provider pursuant to Sections 6.6(a) through 6.6(b) and shall be within the exclusions to the term "franchise fee" pursuant to Section 622 of the Cable Act.

Section 6.7---EQUIPMENT OWNERSHIP

The Town and or/the Access Provider, as determined by the Issuing Authority, shall own all PEG Access equipment purchased with funding pursuant to Article 6. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment; however, encoders owned by Licensee as provided in Sections 6.10 (c) and (d) shall be the responsibility of Licensee.

Section 6.8---ACCESS PROVIDER ANNUAL REPORT

Upon the written request of the Licensee and/or the Issuing Authority, the Issuing Authority's Access designee shall provide the Licensee and Issuing Authority with a copy of the Access Provider's annual Form PC submitted to the Division of Public Charities and the Form 990.

Section 6.9---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the standards commensurate with those which apply to the Cable System's commercial channels.

Section 6.10---PEG ACCESS VIDEO TRANSPORT AND CABLECASTING

(a) In order that the Issuing Authority, its designee(s) and/or the Access Providers can cablecast PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be provided to the Licensee at the input of the Licensee-owned encoders to be located at the PEG Access Studios (Educational and Governmental studio at the Community Center, 100 Oak Street, Harwich and Regional Public Access studio at 17 Shad Hole Road, Dennisport) , which shall be the demarcation point between Licensee's equipment and the PEG Access provider's equipment. From the demarcation point (at the input into the Licensee-owned encoders), PEG Access Programming shall be transported via the existing fiber connection between the existing Harwich Access studio and the Licensee's Headend at no charge to the Town and/or Access designee. Further to the foregoing, from the Effective Date of this Renewal License, Licensee shall continue to maintain, operate and own the existing PEG Access video return lines ("Video Return Lines" or "VRL") specified in Exhibit 3 and as set forth below and at no charge to the Town or Access Designee/Provider to the extent consistent with the cable act and applicable laws, in accordance with this Renewal License. Licensee shall continue the video return line applications and operations from the video return sites as provided as of the Effective Date of this Renewal License and from additional locations, if any, provided pursuant to the terms herein..

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or hub site to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the hub site, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority, its designee(s) and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall maintain, repair and/or replace any Licensee-owned Headend or hub site Signal processing equipment including but not limited to the encoders at the existing 100 Oak Street, Harwich studio , sites as set forth in Section 6.10(d). The Town's Educational and Governmental Access Provider shall maintain, repair and/or replace the studio or processing equipment, portable modulators and demodulators and processors owned and operated by the Educational and Governmental Access Provider or the Town subject to Licensee being responsible for encoders replacing modulators in accordance with Section 6.10(d) below. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the

Town's or the Educational and Governmental Access Provider's equipment shall be at the input of the Licensee-owned encoder(s) or equivalent device used for video Signal transport.

(d) As part of the PEG access video return system described above in subsection a, upon receipt of payment by the Town, the Licensee shall purchase, install and operate standard definition serial digital interface (SD/SDI) equipment for three (3) PEG Access Channels and equipment for one 1 high definition (HD) access channel. Said PEG access video return equipment shall be installed by Licensee at the existing Educational and Governmental Access Provider studio at 100 Oak Street, Harwich and its own facilities not later than thirty-six (36) months from the Effective Date of this Renewal License. The Licensee shall own, maintain and repair, and replace if needed, said equipment for the entire term of this Renewal License. The costs for this SD/SDI/HD upgrade may be passed through by the Licensee to Subscribers if said cost has not been paid for by the Town to the extent allowed by applicable law and regulations.

(e) In the event of a relocation initiated by the Town and Access Provider of the existing Educational and Governmental Access Provider studio, hubsite and demarcation point from 100 Oak Street, Harwich , Licensee shall interconnect its Cable System to said new location subject to the following. Any such relocation of the 100 Oak Street studio, if any, or replacement costs above and beyond said relocation, such as costs related to Licensee replacing, relocating or changing the hub site equipment or connectivity facilities pursuant to this Section 6.10 shall be the sole cost of the Educational and Governmental Access Provider or Town, subject to the Licensee not initiating, causing or being responsible for the need for such equipment or connectivity facilities relocation or replacement. No such additional studio or hub site relocation shall occur at Access Provider or Town expense without Licensee providing a written estimate to the Town and Educational and Governmental Access Provider in advance, and the Town and Access Provider approving and consenting to Licensee's estimate. The Licensee shall not be required to commence relocating said equipment or facilities until it receives from the Access Provider or Town payment of the entire project estimated cost. Licensee shall complete said relocation project, if any, no later than eighteen (18) months after receiving said payment of the entire project cost.

Section 6.11---CENSORSHIP

Neither the Licensee nor the Town shall engage in any program censorship or any other control of the content of the public access Programming on the Cable System, except as otherwise required or permitted by applicable law. Licensee shall not engage in any program censorship or any other control of the content of the educational or governmental access Programming on the Cable System, except as otherwise required or permitted by applicable law. The Issuing Authority reserves its rights subject to applicable law regarding ultimate control of content on government access and educational access programming.

ARTICLE 7

ANNUAL FUNDING TO THE TOWN

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Funding pursuant to Section 6.5 *supra* and (ii) any License Fees that may be payable to the Town, the State or other government payments that meet the federal Cable Act definition of Franchise Fee or License Fees; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town or the Access Provider because of late payments; (ii) the equipment/facilities funding payments payable to the Issuing Authority and/or the Access Provider pursuant to Section 6.6 *supra*, (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

Section 7.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.3---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at rate of the Prime Rate. Any payments to the Town pursuant to this Section 7.3 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.4---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Article 6 *supra*. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Issuing Authority, without interest charges of any kind.

Section 7.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Harwich.

Section 7.6---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to Section 7.1(a) of this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thirty (30) days prior to changing one of its policies and/or practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

(b) In accordance with applicable law, at the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 6**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Execution Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 *infra*.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or

from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority within a reasonable time from receipt of a claim or action pursuant to this section.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 *infra*.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 *infra*. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or

appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION & VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

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ARTICLE 11

DETERMINATION OF BREACH & LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Commence an action at law for monetary damages;
- (iii) Foreclose on or otherwise lawfully pursue all or any appropriate part of the security (performance bond) provided pursuant to Section 9.2 herein;
- (iv) Declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;
- (v) Invoke any other lawful remedy available to the Town.

Section 11.2---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 *supra*, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.3---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; or (ii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.4---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.5---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.6---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 -- CUSTOMER SERVICE

(a) Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

(b) For the term thereof, residents of Harwich may have access to Licensee's area customer service office for general purposes including accepting payments and receiving and resolving all complaints, including without limitation, those regarding Service, equipment malfunctions or billing and collection disputes. The business office shall be open for walk-in business during Normal Business Hours.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 as may be amended from time to time, attached hereto as **Exhibit 5**, during Normal Business Hours, as defined therein.

(b) Pursuant to 47 C.F.R. §76.309, the Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Harwich Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309, a Subscriber shall receive a busy signal less than three percent (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) Pursuant to 47 C.F.R. §76.309, the Licensee shall not be required to perform surveys to measure compliance with the telephone answering standards above unless the Board of Selectmen as Issuing Authority presents reasonable evidence regarding a record of multiple bona fide complaints regarding telephone response times.

Section 12.3---CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to

handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow up on their individual problem and/or inquiry.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Harwich residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one (1) neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 7**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 4** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;

- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Harwich with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act (47 U.S.C. 551) as may be amended.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information shall be directed to the Licensee. The Licensee shall provide Subscriber with a reasonable opportunity to correct any errors in such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.13---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and Section 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time. In accordance with Section 2.3, should another cable television license be granted that does not include this requirement, the Licensee shall be relieved of this Section 13.4 obligation.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of

Cable Division Form 500, attached hereto as **Exhibit 7** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.7---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.8---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.9---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

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ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; public health emergencies; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental hazards; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.10---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Harwich, Town Hall, 732 Main Street, Harwich, Massachusetts 02645 and one (1) copy to the Town Counsel/Town Attorney c/o Harwich Town Hall. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of delivery:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
676 Island Pond Road

Manchester, New Hampshire 03109

with one (1) copy to:

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Harwich newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.11---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635a(a) of the Cable Act, the Licensee, and other Persons, shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.12---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.13---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

Section 15.14- NO THIRD-PARTY BENEFICIARY

Nothing in this Renewal License is intended to confer third-party beneficiary status or any legal right of any nature on any member of the public or Person not a party and signatory to this Renewal License to enforce the terms of this Renewal License.

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Harwich, Massachusetts, as Issuing Authority, this ____ day of _____, and all terms and conditions are hereby agreed to by Comcast Cable Communications Management, LLC.

The Board of Selectmen of Harwich,
as Issuing Authority

Approved as to form:
William August, Esq., Epstein & August, LLP

Comcast Cable Communications Management, LLC
By:

Trevor Arp, Senior Vice President
Greater Boston Region

EXHIBITS

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EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

**TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE**

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW, suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133(Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24 hour period in July or August and during a hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are

applicable only to:

- (A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
- (B) Each signal which is first picked up within its predicted Grade B contour;
- (C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

- (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
- (ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

- (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and
- (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

| Frequencies | Signal leakage | |
|--|---------------------------------|---------------------------|
| | limit (micro-volt/ meter) | Distance in meters (m) |
| Less than and including 54 MHz, and over 216 MHz | 15 | 30 |
| Over 54 up to and including 216 MHz | 20 | 3 |

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the

system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

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EXHIBIT 2

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

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EXHIBIT 3
VIDEO ORIGINATION LOCATIONS

| | |
|--|------------------------------|
| Harwich Community Center | 100 Oak Street |
| Harwich Town Hall | 732 Main Street |
| Monomoy Regional High School | 75 Oak Street |
| Harwich Public Safety | 183 Sisson Road |
| Harwich Cultural Center | 204 Sisson Road |
| (Town to Provide, operate and maintain the fiber to interconnect Harwich Cultural Center to the current PEG hub) | |
| Cape Cod Community Media Center | 17 Shad Hole Rd.(Dennisport) |

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EXHIBIT 4
GROSS ANNUAL REVENUES REPORTING FORM
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC.
TOWN OF HARWICH

Period: [enter period of which payment is based]

Totals

Totals by Service:

| | |
|--|--------------------------|
| Basic Service Revenue | \$ [enter amount] |
| Pay Service Revenue ¹ | \$ [enter amount] |
| Other Unregulated Revenue ² | \$ [enter amount] |
| Digital Revenue | <u>\$ [enter amount]</u> |
| Subtotal: | \$ [enter subtotal] |

Totals by Non Service:

| | |
|---------------------------------|--------------------------|
| Home Shopping Revenue | |
| Advertising Revenue | |
| Leased Access Revenue | \$ [enter amount] |
| Less Bad Debt/Add Bad Debt Paid | <u>\$ [enter amount]</u> |
| Subtotal: | \$ [enter subtotal] |

Total Gross Annual Revenues \$ [enter total]

| | |
|--------------------|--------------------------|
| License Fee (4.5%) | \$ [enter % of total] |
| Fee-on-Fee (4.5%) | <u>\$ [enter % of %]</u> |

License Fee Due \$ [enter total due]

[This form is intended to report Gross Annual Revenues as defined in Renewal License Section 1.1(21) and in the event of any inconsistency between this form and said Renewal License Section 1.1(21), said Section 1.1(21) shall govern.]

1 – Pay Service includes but is not limited to all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes but is not limited to converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

Name:

Date:

EXHIBIT 5

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.

- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than a lawful percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to

the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 6

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions"

promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 7

CABLE DIVISION FORM 500

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days
 A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

Manner of Resolution:

| | Total Complaints | Avg. Resolution Time (see code above) | Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner. | | |
|--|---------------------|--|---|----|----|
| | | | A. | B. | C. |
| Advertising/Marketing | | | | | |
| Appointment/Service call | | | | | |
| Billing | | | | | |
| Customer Service | | | | | |
| Defective Notice | | | | | |
| Equipment | | | | | |
| Installation | | | | | |
| Reception | | | | | |
| Service Interruption | | | | | |
| Unable to Contact | | | | | |
| Failure to Respond to Original Complaint | | | | | |
| Other: | | | | | |

July 26, 2021

Harwich Board of Selectmen
Town Hall
Harwich, MA

RE: Update Report Caleb Chase Fund

Dear Board,

The Trustees are pleased to report that the Fund is continuing to perform well, investment-wise, and the recent COVID-19 expanded policy features have generated a heightened response in both the number and amount of grants issued over the past twelve to 18 months.

As you may recall, given the unprecedented circumstances surrounding the impact of the pandemic, the Trustees moved quickly in early 2020 to enhance the grant limit from \$800 to \$1000 and more importantly expand greatly the types of eligible benefit grants beyond the prior rather limiting area of payments for only utility related costs.

Aided with guidance from the Council on Aging staff, which performs the invaluable service of qualifying applicants through interviews and public outreach, the Trustees several times in 2020 took action to broaden the categories of eligible applications to include financial assistance to cover housing rents, car loan payments, certain health care services, day care for pre-schoolers, winter clothing program for children, home heating expenses, and so forth. These expanded grants were put in place subject to renewal at the end of the 2021 Fiscal year earlier this month.

On July 1, the Board reviewed the current policies including the amount of expanded payments and approved the extension of its policies for the current fiscal year, subject to periodic review during the next 12 months. However, it did revise one area to establish a once/year limit on applications by the same applicant (family/individual) for the same purpose. Earlier, it had removed what had been a once every three year limit to a “no time limit” between all eligible grant requests. It is expected that this one year time frame will remain in place, even if other temporary provisions terminate next July.

This past fiscal year, due to increased demand and the higher per grant limit, payments to grantees were up nearly threefold, from \$6600 in FY 20, to nearly \$16,000 in FY 21. We are continuing to work with the Town Accountant and the Director of the Council on Aging to seek to further improve the administration of grants process. The Board prefers to maintain its policy of paying approved grants to third party providers of the service to beneficiaries rather than the beneficiary them self. However, certain areas where the Trustees expanded permitted grants do not easily lend themselves to paying vendors directly. This is being further explored by the Trustees and the above mentioned Town officials to develop an approach that will preserve the integrity of the Chase grant program and still meet the need of expanded eligibility.

On the Investment front, the Fund continues to do well. Although on average we have distributed around \$10,000 per year since I've been involved as Trustee in the late 1980's, we have grown the assets to now well over \$600,000 as of today. We periodically update our Investment Policy which we did during the past year, as well. We seek to grow the principal while maintaining a competitive income payout. Currently the fund generates about \$12,000 in annual income largely from dividends, which represents a current yield of 1.9%. However, the Trustees do place an important emphasis on growing the Fund's corpus. You will recall that Colonel Chase left \$10,000 as a testamentary gift over 120 years ago to provide financial assistance to Town residents to meet certain immediate family needs. The Trustees, established by the program, are charged with its investment and administrative affairs. We estimate that the Fund has made available grants to residents approximately equal to the current value of the Fund. This demonstrates the continuing value of his endowment to the Town.

The Trustees meet as often as market or changing circumstances demand and have attempted to be especially vigilant and creative during these unprecedented times with its impact on need for assistance.

Respectfully submitted, For the Trustees.
James Stinson, Robert Doane, Paul Doane

CONSENT AGENDA



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen
Joseph Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: July 21, 2021

SUBJECT: Request to accept gift of Ace Watchdog

Mr. Powers and members of the Board:

Attached please find a gift acceptance request for Ace Watchdog hardware which will augment the K9 Heat Alarm Pro currently installed in our K9 cruiser. This gift valued at \$1,070.00 is being graciously donated by K9's United. Please see attached supporting documentation.

Ace Watchdog Heat Alarm Pro Gift Acceptance

K9's United Mission (from their website www.K9sUnited.org):

K9's United is committed to supporting and honoring K9 law enforcement officers who detect, protect and serve our communities by giving them the best equipment, amenities, and quality of life during and after their service, and memorializing those who give the ultimate sacrifice.

Due to the budgetary constraints, many law enforcement agencies don't have the funding to provide the K9 Units the resources they need. It is not only vital that K9's receive proper training, equipment and care to do the best possible job, but they deserve it. With our vision to support, honor, strengthen and provide K9's United will continue until every law enforcement K9 in need is served. *(Bio attached)*

Equipment:

The Ace Watchdog is a hardware add on to the K9 Heat Alarm Pro (currently installed in G-17), this hardware allows the information from the alarm to be sent to an APP on a smart phone. There will be warning notifications sent before the alarm is set off warning the handler (or other personnel chosen to receive the alarm). *(Watchdog product information attached)*

Grantor(s): K9's United

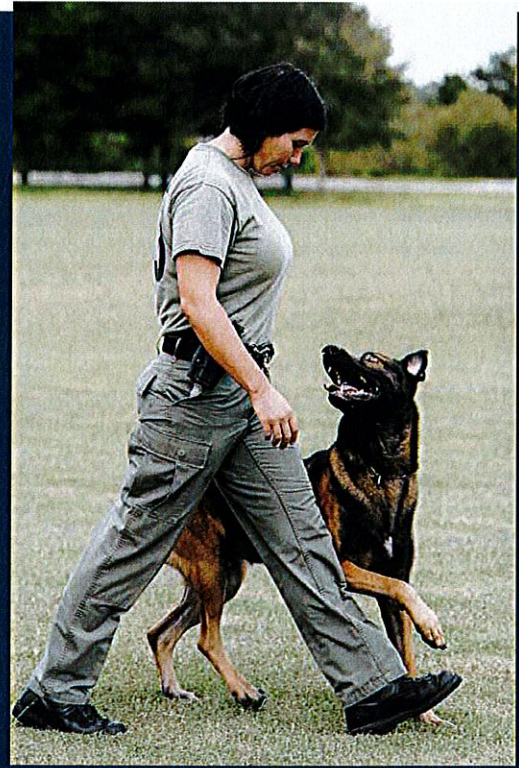
Gift Value: Approximately \$1070.00 (Hardware \$899.00/One Year Subscription \$168.00)

Grantor and Grantee stipulate this gift is to be used to assist the Harwich Police with the care of K9 Fritz.

Accepted by the Town of Harwich Board of Selectmen,

DATE: _____

WE'RE HERE FOR THE OFFICERS WHO ARE HERE FOR YOU.



K9s United is committed to supporting and honoring K9 law enforcement officers who detect, protect and serve our communities by giving them the best equipment, amenities, and quality of life during and after their service, and memorializing those who give the ultimate sacrifice.

Due to budgetary constraints, many law enforcement agencies don't have the funding to provide the K9 Units the resources they need. It is not only vital that K9s receive the proper training, equipment, and care to do the best

enforcement K9 in need is served.

JOIN OUR MISSION

HOW WE PROVIDE SUPPORT

One of the major needs of K9s and their units are the products and services it takes to have a K9 ready and able to serve and protect. When called upon, K9s United will assist law enforcement departments that need for their K9s to be on top of their game, to be safe and healthy.



FIRST AID EMERGENCY KITS

The first aid kits we help provide offer the necessary tools to address the major



TRAINING/ACTIVE EQUIPMENT

If you have ever owned a dog, you know the cost involved to train and provide for your dog.



K9 HEALTH EXPENSES

Law Enforcement K9s are at high risk for injury. Sometimes these injuries are

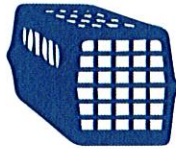
show dogs. They also are in need of specialized items like bite sleeves, bite suits, and muzzles.

especially in these tough economic times. We will help assure these expenses are taken care of.



ADVANCED TRAINING

Seminars and courses are available for agencies who want to provide their K-9 Units with top training, by utilizing proven, real world techniques in patrol, tracking, area search, building search, detection, obedience and problem solving



KENNELS/CRATES

After a hard day at work, the K9s go to their kennel where they eat and get the much-needed rest they will need for their next shift. We will help provide the necessary means to assure our K9s have the space they need to feel at home.



HEAT ALARMS/DOOR POPPERS

These tools monitor and alert high heat vehicle cabin temperatures AND include a door popper system which will enable the K9 to exit the vehicle automatically in the event the officer is unable to respond in time. It is our goal to assure EVERY K9 has this life-saving device.

SUPPORT OUR K9 OFFICERS



[Home](#) [AceWatchDog™ Setup/Login](#) [Product Support](#) [User Guides](#) [Install Manuals](#) [Contact Us](#) [About Us](#)

[Checkout](#) [My Cart \(Your Shopping Cart is Empty\)](#)

Categories

- [K9 HOT-N-POP PRO](#)
- [K9 HEAT ALARM PRO](#)
- [ACEWATCHDOG](#)
- [PRODUCT SUPPORT](#)
- [REPLACEMENT PARTS »](#)
- [K9 EVENT PHOTOGRAPHY](#)
- [RADAR AND LASER CERTIFICATION](#)

Search

Advanced search

Company Info

AceK9
1315 SW COMMERCE WAY
STUART FL 34997-7231
Phone: 772-600-7574
E-Mail: k9sales@acek9.com

Find Us On Facebook

[AceK9 on Facebook!](#)

[AceK9.com YouTube Channel](#)

[AceK9 on YouTube!](#)

Newsletter

Email Address:

AceWatchDog

Home > ACEWATCHDOG

*What if there were a way to check on your
K9 Partner from your cell phone?*



NOW THERE IS!



AceWatchDog™

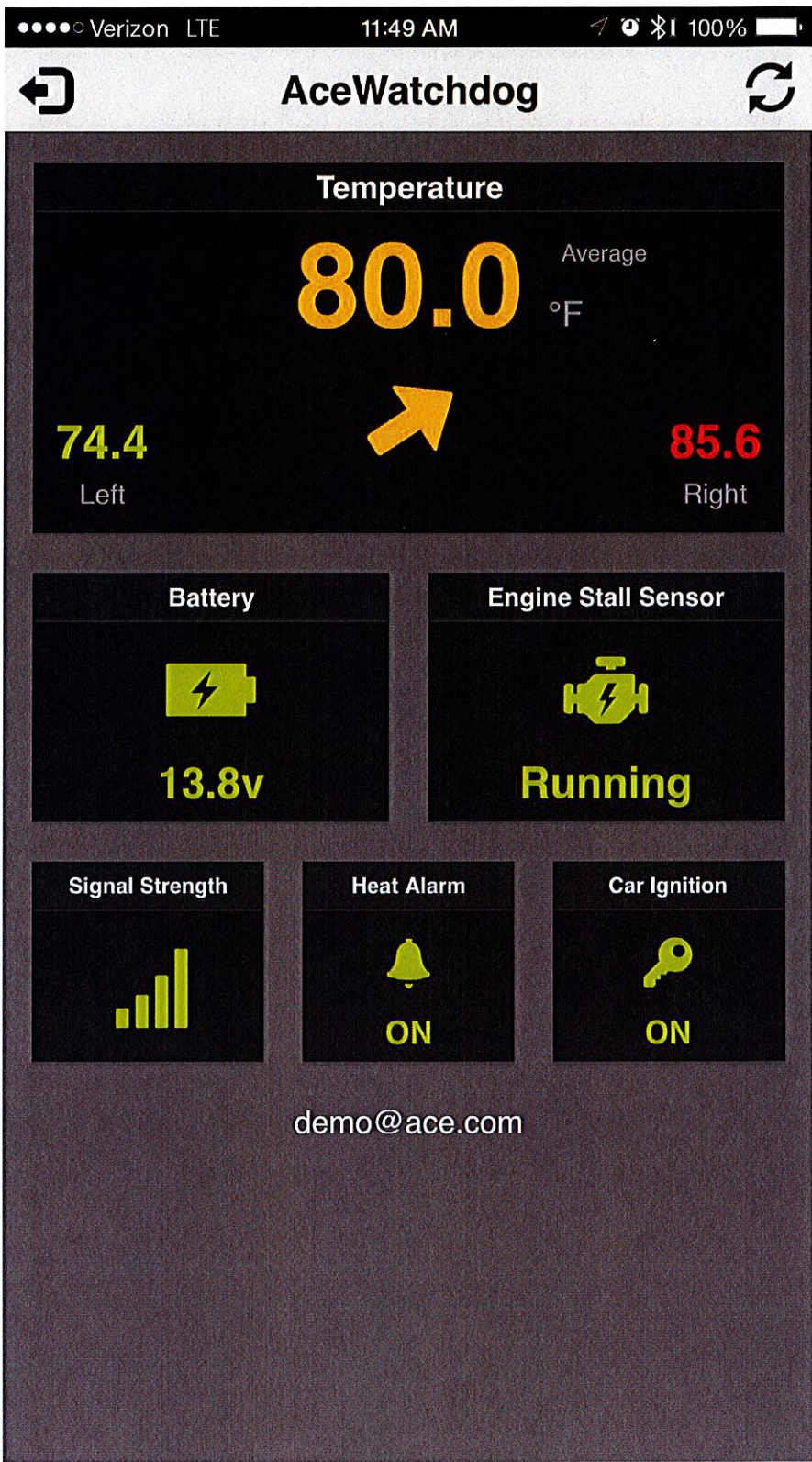
One glance at your smart phone gives you peace of mind that your K9 is safe.

AceWatchDog gives your HOT-N-POP®PRO or K9 HEAT ALARM®PRO a Voice

Price \$899.00

- The AceWatchDog™ is add-on hardware and works in conjunction with HOT-N-POP®PRO or K9 HEAT ALARM®PRO **contact us with your serial number to determine compatibility*
- No need to carry another device, any Smartphone works
- Receive warning notifications BEFORE the DANGER and Alarm Happens
- Multiple personnel can monitor multiple vehicles
- Handler, Supervisor, Fellow Handlers and Family can receive notifications
- Texts & Automated Voice Calls to Cellular and Voice Calls to Landline
- Choose who receives "Warnings" vs. Who Receives "Full Alarm" Notifications
- Who and Type of Notifications can be changed easily when needed
- AceWatchDog™ includes first year of service and each after is \$168.00 per unit

Display Screen



To Order Call 772-600-7574 Price \$899.00 have the serial number of your AceK9 Unit Ready.

Don't know how to find your serial number?

Hot-N-Pop® Pro Displaying the Serial Numbers



Request More Info About AceWatchDog™

4 item(s) - Page 1 of 1

Items: 18 ↓

Sort: Best match ↓

View: Two column ↓



AceWatchDog On Glass Inside Antenna, 14-Foot RG316 Cable with SMA-m connector

\$49.95



Pay Invoice

\$0.01



Re-New AceWatchDog™ Service

\$168.00



AceWatchDog

Call for price

OUR CORE VALUES:

RESPECT

Respecting the K9s, the handlers, the individual law enforcement departments and the communities they work in is our core belief. They work hard every day to keep us safe, and we honor that dedication as much as they do.

LOYALTY

Just like our K9 counterparts, we always have their backs. We support law enforcement K9 Units in any way we can, through persistent fundraising and ongoing initiatives whenever our help is needed.

UTILITY

We believe that sharing our knowledge of how K9 units work, what they truly need (and what they don't), and how they protect us allows us to get the dogs what they need in the ways they need it.

TEAMWORK

We work alongside law enforcement departments and communities as a united front, not as a lone authority. Through education, we build a network of partners and supporters to help ensure K9 units across America are best-taken care of.

**ABOUT OUR FOUNDER,
DEBBIE JOHNSON**



funeral and consequently help in any way she could. Upon meeting with the Sergeant of the St. John's County Sheriff's office, she enrolled herself in the Civilian Law Enforcement Academy, wanting to immerse herself fully.

It was during the ride-along, and several subsequent meetings at the Sheriff's office, that Debbie learned of budgetary needs not being met by allocated funding. She initially thought to put on a charity golf tournament, but wanted to ensure that all money raised would go directly to the K9 units—whose handlers and K9s risk their lives keeping their communities safe. When this couldn't be guaranteed she requested units send her their lists of needs and she would tackle them one-by-one, purchasing whatever was needed and donating it to the unit. It was that June the 501c3 non-profit K9s United was born.

The goal of K9s United is to help supplement what's not being met due to budget constraints in K9 Unit funding. Each agency is different in their needs, but K9 Units across the US have the same budget constraints, and there are always needs.

a relationship with that vendor and negotiate a discount. Purchases are then made and donated directly to the unit. The funds raised do not go to the department or law enforcement agency, they are strictly used to purchase the equipment/needs and then delivered to the K9 unit.

In addition to providing the needs that are not being met, K9s United also commissions artist Damon Jennings to paint an 18x24 canvas portrait. It is sent to every fallen K9 across the United States since Baron's death.

K9s United's vision is a world where every K9 officer has everything they need to survive and thrive as the selfless heroes they truly are.



With the tragic death of K9 Baron being our inspiration for K9s United, it is only fitting that we HONOR the K9s that have given the ultimate sacrifice. When we learn of a K9s "End of Watch," one of the first things we do is reach out to the K9 Unit associated with the K9 and offer our condolences.

Through a partnered artist, we will have a sketch rendering of the K9 commissioned, offer a portrait of the K9 to the handler or Unit, and then place the K9 on our Tribute Wall to be honored and never forgotten.

[See the Tribute Wall →](#)

BE IN THE KNOW

K9s United is a 501(c)(3) Non-Profit Organization. Donations Are Tax Deductible As Permitted Under IRS Regulations.

EIN# 47-3857900

Sign up to receive news and updates.

Email Address

SIGN UP



NEW BUSINESS

CHLOE'S PATH APARTMENTS

SISSON ROAD
HARWICH, MASSACHUSETTS 02645

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)



PROPOSED BY:

KEMAH APARTMENTS, LLC
C/O CHLOE'S PATH HOUSING
P.O. BOX 67
DENNISPORT, MA 02639

JULY 2021

With Support from:
MCO & Associates, Inc.
PO Box 372
Harvard, MA 01451
978-456-8388



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

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

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

Fee Included: \$4,000 + (96 x \$50) = \$8,800

Mail to:

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy, Deputy Associate Director

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

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or alana.murphy@mass.gov.

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

Application Contents:

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

January 2016

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

I. GENERAL INFORMATION

Community: Harwich, MA (Cape Cod)
 Name of Development: Chloe's Path Apartments
 Site Address: Sisson Road, Harwich, MA
 Developer: Kemah Apartments, LLC (Heritage Properties)

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

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 9.29 Acres Density of Project (units/acre) 10.33

4. Unit Count:

 Total Number of Units 96
 Market Rate 72
 Affordable 24

5. Unit Prices/Rents:
 Market Rate \$2,072 to \$3,150
 Affordable \$1,363 to \$1,659

Required Signatures for the
 Comprehensive Permit Project Application
 Chief Executive Official
 of Municipality:

Chair, Local Housing Partnership
 (if applicable):

Signature: _____

Signature: N/A

Print Name: Michael D. MacAskill, Chair

Print Name: _____

Date: _____

Date: _____

THE CAROLYN TERRY 2001 TR
CAROLYN TERRY TTEE
GARY TERRY TTEE
37 BEL AIR ROAD
HINGHAM, MA 02043

7034
62-15/311

7/1/2021 Date

Pay to the Order of THE DEPARTMENT OF Housing and Community Development \$ 8800.00
Eighty Eight Hundred Dollars and 00/100 Dollars

 Photo Safe Deposit® Details on back



RBC Capital Markets, LLC,
Member NYSE/FINRA/SIPC.
225 Liberty Street
New York, NY 10281 (800) 933-8946

Expense Code

For CHLOE'S PAST 40B

[Handwritten Signature]

⑆031100157⑆ 4289210027⑈ 7034

Harland Clarke



 CHLOE'S APARTMENTS PARCEL



EXISTING SITE AERIAL

Catalyst
 Architecture Interiors
 Where visions take shape
 333 WILLOW STREET, SUITE A HARWICH, MA 02645
 P. 508-582-8282 WWW.CATALYSTARCHITECT.COM

CHLOE'S PATH HOUSING
HARWICH, MA 02645

EXISTING SITE AERIAL

DATE ISSUED: 06.24.2021

REVISIONS:

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |

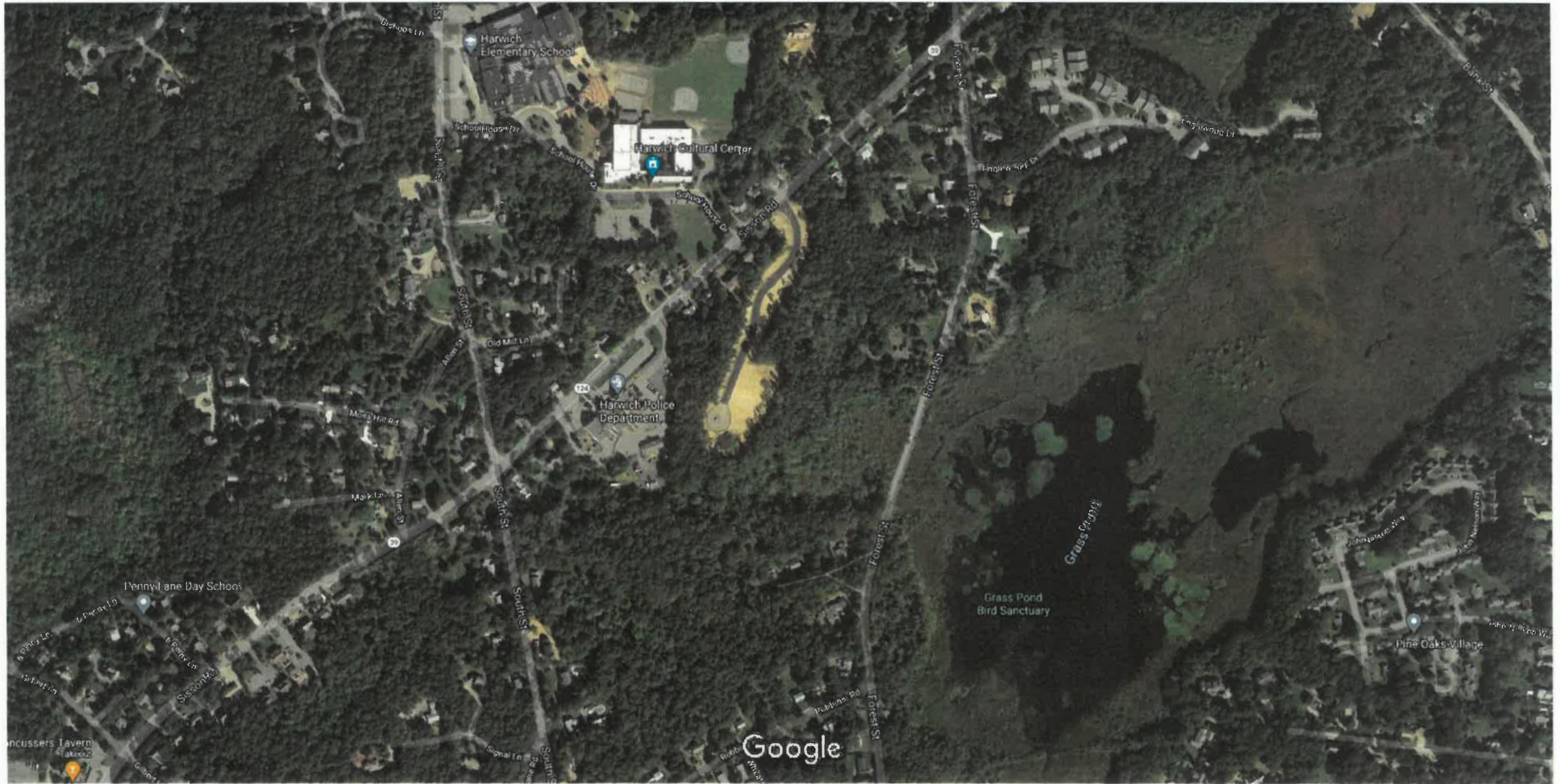
DRAWN BY: Aulver

SCALE:

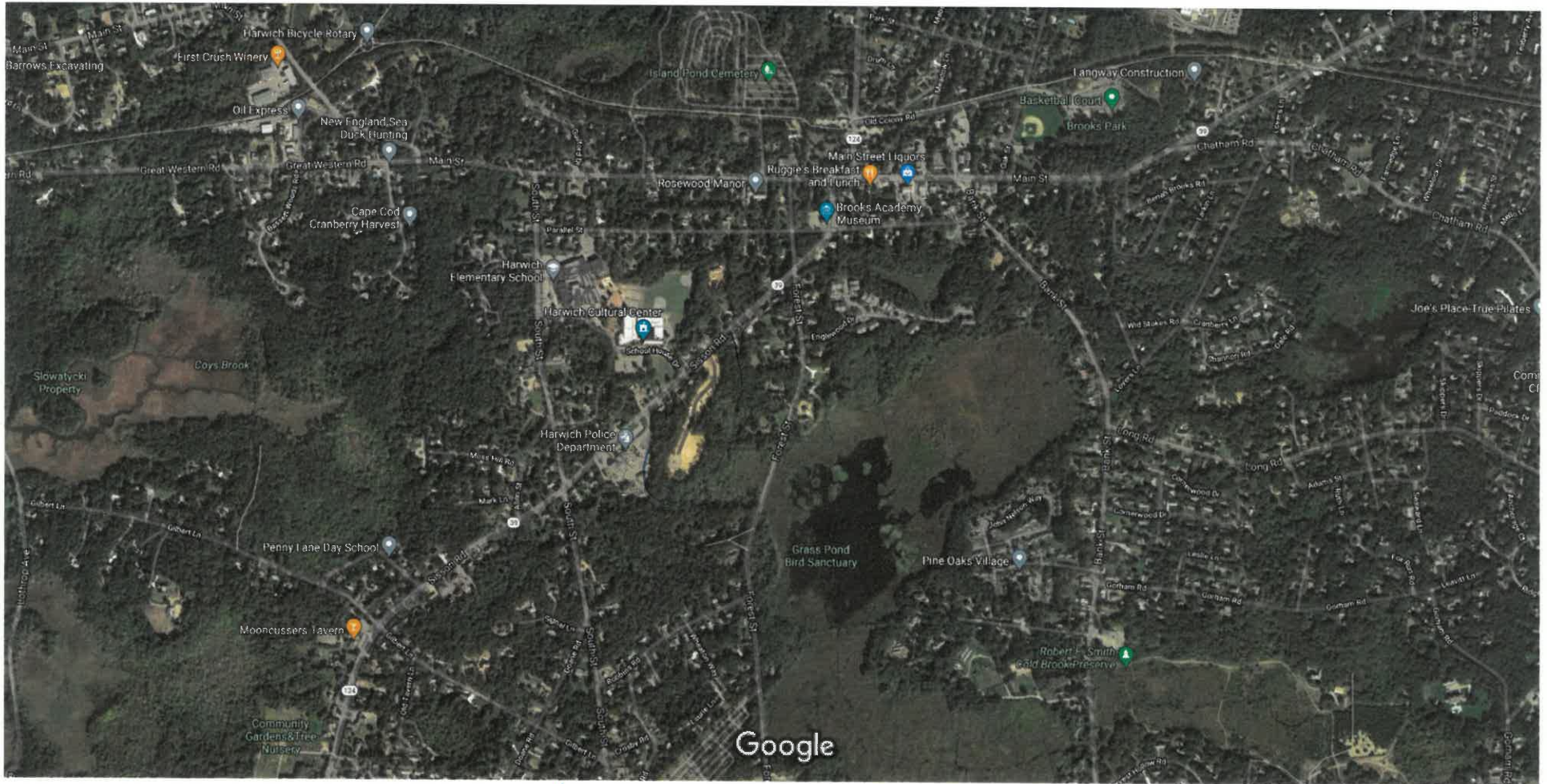
DRAWING NO.:

SPO.0

© Catalyst Architecture Interiors. All rights reserved.
 This drawing is the property of Catalyst Architecture Interiors.
 All other drawings, specifications, and notes are subject to the
 terms and conditions of the contract.



CHLOE'S APARTMENTS - NEW ROAD IS
PARCEL LOCATION - ACCESS INSTALLED



Imagery ©2021 CNES / Airbus, MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, USDA Farm Service Agency, Map data ©2021

500 ft

CHLOE'S APARTMENTS PARCEL
IN PROXIMITY TO
HARWICH CENTER

II. COMMUNITY SUPPORT

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

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

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

- Land donation (dollar value _____)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) _____
- Local funds (cash)
Amount \$ _____ Source: _____
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The Town of Harwich has been working diligently to improve its affordable housing stock over the past several years. The most recent update of the Housing Production Plans calls for 80% of the new affordable housing to be rental based and Chloe's Path Apartments will account for over 75% of the 124 units they were expecting to create over the 5 years period after the creation of the Housing Production.

The developer and agents have been meeting with various committees and boards over the past several months to gain feedback on the proposal. Specifically, meetings have been held with the Planning Staff and Administrative officials, the Select Board and a joint meeting of the department heads to review plans. Fire, Police, conservation, DPW and planning departments all had representatives present. We also are holding a meeting for local residents/abutters to share preliminary plans to gain additional feedback on the proposal.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Michael D. MacAskill, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email mmacaskill@townofharwich.us

Town Administrator/Manager

Name Joseph F. Powers
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email jpowers@townofharwich.us

City/Town Planner (if any)

Name Elaine Banta, Planning Assistant
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email ebanta@townofharwich.us

City/Town Counsel

Name Kopelman & Paige
Address 101 Arch Street – Suite 12, Boston, MA 02110
Phone 617-556-0007
Email www.k-plaw.com

Chairman, Local Housing Partnership – Affordable Housing Committee

Name Arthur Bodin, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email abodin@townofharwich.us

Community Contact Person for this project

Name Jonathan Idman
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email jidman@townofharwich.us

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer

Name Kemah Apartments LLC (Contact Brian Bush)
Address c/o Heritage Properties, 100 Merrimack Street, Suite 401, Lowell, MA 01852.
Phone 978.458.0001 x 101.
Email bbush@heritageprop.net
Tax ID _____

Contractor

Name To be Determined
Address _____
Phone _____
Email _____
Tax ID _____

Architect

Name Catalyst Architecture (Kurt Raber)
Address 203 Willow Street – Suite A, Yarmouthport, MA 02675
Phone 508-362-8382
Email kurt@catalystarchitects.com
Tax ID _____

Engineer

Name J.M.O'Reilly & Associates, Inc. (John O'Reilly)
Address 1573 Main Street, Brewster, MA 02331
Phone 508-896-6601
Email joreilly@jmoreillyassoc.com
Tax ID _____

Attorney

Name Andrew Singer
Address 26 Upper County Road, PO Box 67, Dennisport, MA 02639
Phone 508-398-2221
Email ALSinger@singer-law.com
Tax ID _____

Housing Consultant

Name MCO & Associates, Inc. (Mark O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 508-395-1211
Email markohagan@mcoassociates.com
Tax ID _____

Marketing/Lottery Agent

Name MCO Housing Services, LLC (Maureen O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 978-456-8388
Email maureen@mcohousingservices.com
Tax ID _____

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

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

1. Developer: Brian Bush /Bush Watson & Heritage Properties

| Project Summary | Project #1 | Project #2 | Project #3 | Project #4 |
|----------------------------------|----------------------------|--------------------------------|----------------------------|----------------------------|
| Project Name: | Waterhead | Matrix Hudson | The Linden | Riverdam |
| Community Address: | Lowell, MA | Hudson, MA | Portland, ME | Biddeford, ME |
| Housing Type: | Apartments Mill Rehab | Apartments NEW Construction | Apartments Conversion | Apartments Mill Rehab |
| Number of Units: | 71 | 168 | 190 | 71 |
| Total Development Costs: | \$18M | \$34.5M | \$32.6M | \$17.7M |
| Subsidy Program (if applicable): | N/A | 40B | N/A | N/A |
| Date Completed: | April 2020 | Jan 2018 | On Going | On Going |
| Reference: Name and Telephone #: | Brian Bush 978-815-4718 | Brian Bush 978-815-4718 | Brian Bush 978-815-4718 | Brian Bush 978-815-4718 |

2. **Contractor: NOTE – As noted above, Brian Bush is an experienced developer with many larger projects completed. The intention is to hire a qualified, local, general contractor for the property but this has not been finalized as yet.**

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

3. Other Chapter 40B Experience

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

If yes, please explain. Brian Bush has developed and built a 168 Unit rental project in Hudson, MA under the 40B program. Mark O'Hagan and MCO Housing Services, LLC has extensive background in 40B development, construction and affordable marketing services.

4. Bankruptcy / Foreclosure

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

If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is ***Manager*** (Title) of ***Kemah Apartments, LLC*** (Legal Name of Applicant) and that the information requested below for the project known as ***Chloe's Path Apartments*** (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Print Name: ***Brian Bush, Manager*** _____

Date _____

V. PROJECT INFORMATION

| | | | |
|----|---------------------|-----------------------|--|
| 1. | Type of Housing: | Total Number of Units | |
| | Single-Family House | _____ | |
| | Condo | _____ | |
| | Rental | 96 | |
| | Other | _____ | |

2. Total Number of Units Affordable 72 Market 24

| | | | |
|----|-------------------------------|-----------------------|--|
| 3. | Project Style: | Total Number of Units | |
| | Detached single-family house | _____ | |
| | Rowhouse/townhouse | _____ | |
| | Duplex | _____ | |
| | Multifamily house (3+ family) | _____ | |
| | Multifamily rental building | 96 | |
| | Other (specify) | _____ | |

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

5. Estimate the percentage of the site used for:
 Buildings .93 Acre Parking & Paved Areas 1.28 Acres
 Usable Open Space 7.04 Acres Unusable Open Space .04 Acres

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

7. Sustainable Development Design and Green Building Practices

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

A. How will this development follow Sustainable Development Principles?
We will utilize low impact development (LID) techniques on site and will promote clean energy principles by using EnergyStar and Watersense products throughout the development. We have also concentrated the development at a location which is reasonably walkable to shops, restaurants, churches and municipal services.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The project will be built in conjunction with the 9th edition of the Mass Building Code and shall comply with Mass Save program requirements. Rated windows, tankless hot water heater, sealed ductwork, added insulation & sealing and high efficiency boilers will be used. Each unit also need to be HERS rated.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?
Low E insulated glass, low flow toilets, "Water Sense" approved fixtures, and LED lighting are all standard in the homes. Appliances will all be Energy Star approved and Low Impact Development (LID) will be utilized to limit environmental disturbance on the site. Vinyl siding & fiber cement board for limited long-term maintenance will be utilized. Several Charging Stations for Electric cars are proposed and bike storage is provided for all residents.

8. Project Eligibility

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

Yes No If yes, explain.

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

9. Outstanding Litigation

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

10. Unit Composition

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

| Type of Unit | # of Units | # of Bdrms | # of Baths | Gross Sq. Ft. | # of Parking Spaces | Sales Price/Rent | Condo Fee | Handicap Accessible |
|--------------|------------|------------|---------------|----------------------|---------------------|------------------|-----------|----------------------------------|
| Affordable | <u>15</u> | <u>1</u> | <u>1</u> | <u>685 - 863</u> | <u>1</u> | <u>\$1,363</u> | | <input type="checkbox"/> # _____ |
| | <u>7</u> | <u>2</u> | <u>1 or 2</u> | <u>1,040 - 1,060</u> | <u>1</u> | <u>\$1,511</u> | | <input type="checkbox"/> # _____ |
| | <u>2</u> | <u>3</u> | <u>2</u> | <u>1,340</u> | <u>1</u> | <u>\$1,659</u> | | <input type="checkbox"/> # _____ |
| | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> # _____ |
| Market | <u>43</u> | <u>1</u> | <u>1</u> | <u>685 - 863</u> | <u>1</u> | <u>\$2,072</u> | _____ | <input type="checkbox"/> # _____ |
| | <u>21</u> | <u>2</u> | <u>1 or 2</u> | <u>1,040 - 1,060</u> | <u>1</u> | <u>\$2,863</u> | _____ | <input type="checkbox"/> # _____ |
| | <u>8</u> | <u>3</u> | <u>2</u> | <u>1,340 - 1,530</u> | <u>1</u> | <u>\$3,150</u> | _____ | <input type="checkbox"/> # _____ |
| | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> # _____ |
| Other | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> # _____ |
| | _____ | _____ | _____ | _____ | _____ | _____ | _____ | <input type="checkbox"/> # _____ |

VI. SITE INFORMATION

1. Total Acreage 9.29 Total Buildable Acreage 9.26
2. Describe the current and prior uses of the subject site: Wooded Area, subdivision road has been previously installed.
-

Existing buildings on site? Yes No
If yes, describe plans for these buildings:

3. Current Zoning Classification:
Residential X (minimum lot size). 40,000 s.f.
Commercial _____ Industrial _____ Other _____
4. Does any portion of the site contain significant topographical features such as wetlands?
Yes No If yes, how many acres are wetlands? 3.95
If yes, attach map of site noting wetland areas.
Is map attached? Yes No
5. Is the site located within a designated flood hazard area?
Yes No
If yes, please attach a map of the site with flood plain designations.
Is map attached? Yes No
6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No
7. Is the site within a Historic District? Yes No
If yes, describe the architectural, structural and landscape features of the area:

_____.
8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?
Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

| | | | | | |
|----------------------------------|-------------------------------------|---|-------------------------------------|----------------|-------------------------------------|
| Public Sewer | <input type="checkbox"/> | Private Septic | <input type="checkbox"/> | Public Streets | <input checked="" type="checkbox"/> |
| Public Water | <input checked="" type="checkbox"/> | Private Wells | <input type="checkbox"/> | Private Ways | <input type="checkbox"/> |
| Natural Gas | <input type="checkbox"/> | Electricity | <input checked="" type="checkbox"/> | | |
| On-site Sewer Treatment Facility | <input checked="" type="checkbox"/> | | | | |
| Other | <input type="checkbox"/> | Explain: <u>There is the potential for public sewer in the near future.</u> | | | |

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. NONE

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

12. What waivers will be requested under the comprehensive permit? To allow for Multi family in single family zoning district, some dimensional offsets, limited wetland offset relief

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

A. Owned by Developer _____

B. Under Purchase and Sale Agreement – Copy of Agreement attached.

C. Under Option _____

Seller: HFH Development, LLC Buyer: Kemah Apartments, LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain:
No

Date of Agreement June 19, 2021 Expiration Date 2 years

Extensions granted? Yes No Date of Extension _____

Purchase Price \$3,072,000

PURCHASE AND SALE AGREEMENT

1. PARTIES AND MAILING ADDRESSES This 7th day of July, 2021
- HFH DEVELOPMENT, LLC, a Massachusetts limited liability company of _____ ("Seller"), agrees to sell, and KEMAH APARTMENTS LLC, a Massachusetts limited liability company of 100 Merrimack Street, Suite 401, Lowell, MA 01852 ("Buyer") agrees to buy upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
- A parcel of land with all appurtenant rights and benefits and the improvements thereon owned by the Seller in Harwich, Massachusetts off Forest Street and Sisson Road, and shown as Lots 1-7 and 9 on a Plan recorded with the Barnstable Registry of Deeds in Plan Book 666, 20 and Parcel A-1 on a Plan recorded with said Deeds in Plan Book 666, Page 19 (herein the "premises"). For Seller's title see the deeds recorded with the Barnstable Registry of Deeds in Book 29940, Page 204 and in Book 29940, Page 206.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, 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, if any, as well as all permits, licenses, approvals and authorizations issued by any governmental authority in connection with said premises, including the Government Approvals (as defined herein).
4. TITLE 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 five (5) 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 encroachments and encumbrances, except
- (a) Provisions of existing building and zoning laws;
 - (b) deleted;
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of the delivery of such deed;
 - (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Project (as defined below).
5. PLANS
- (f) Declaration of Restriction recorded in Book 29940, Page 267;
 - (g) Letter from Division of Fisheries & Wildlife recorded in Book 29940, Page 272;
 - (h) Order of Conditions from the Harwich Conservation Commission recorded in Book 29940, Page 285;
6. REGISTERED TITLE
- (i) Provisions contained in the deed recorded in Book 29940, Page 208;
 - (j) Easement recorded in Book 29940, Page 249.
 - (k) Declaration of Protective Covenants recorded in Book 29940, Page 256.
7. PURCHASE PRICE
- 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.
- 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.
- The agreed purchase price for said premises is \$3,072,000.00 of which
- \$100,000.00 shall be paid to Buyer's Title Agent (as defined herein) within 2 business days after the date hereof, and subject to adjustment as herein provided, the balance of the purchase price is to be paid on the closing date to Buyer's Title Company by bank wire transfer.

8. TIME FOR PERFORMANCE; DELIVERY OF DEED
The delivery of the Deed and the consummation of the transactions contemplated hereby (the "Closing") shall take place through escrow on the date which is ninety days after Seller has obtained all Government Approvals with all appeal periods expired without appeal having been taken, or if appeal is taken, such appeal is resolved to Buyer's satisfaction, and transferred to Buyer's nominee (it being understood Buyer must assign its rights hereunder to a so-called *Limited Dividend Organization* which must then be approved in accordance with MGL 40B prior to closing).
9. POSSESSION AND CONDITION OF PREMISE
Full possession of said premises, free of all debris rubbish, rubble, personal property, occupants, licenses and contracts, 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, except as herein provided, (b) not in violation of said building and zoning or other laws, and (c) in compliance with the provisions of this Agreement. The Buyer shall be entitled 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 Agreement.
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 time of 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 hereof, 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 hereof shall be extended for a period of up to thirty days, provided that the costs to Seller shall not exceed one half of one percent of the purchase price, exclusive of any voluntary mortgages, liens, or other encumbrances which may be discharged by the payment of money only..
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 and said Premises. except that in the event of such conveyance in accord with the provisions of this clause.
13. ACCEPTANCE OF DEED
The acceptance and recording of a deed by the Buyer or its 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 simultaneously with the delivery of said deed, or, with respect to liens held by institutional lenders, thereafter in accordance with usual and acceptable conveyancing practice.
15. INSURANCE
Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|---|---------------------------|
| (a) Fire and Extended Coverage | *\$ n/a |
| (b) All risk of loss to remain with Seller until acceptance of the deed by Buyer, except as set forth herein. | |
16. ADJUSTMENTS
Real estate taxes for the then current fiscal year, shall be apportioned, 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. BROKER | Deleted |
| 19. BROKER(S) WARRANTY | Deleted |
| 20. DEPOSIT | All deposits made hereunder shall be held in escrow by Rollins, Rollins & Fox, P.C. ("Buyer's Title Company") and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the deposits shall continue to be held in escrow pending instructions mutually given by the Seller and the Buyer or final disposition through either litigation or binding arbitration. |
| 21. 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 and this shall be Seller's sole remedy, whether in law and in equity or otherwise. |
| 22. RELEASE BY HUSBAND OR WIFE | DELETED |
| 23. BROKER AS PARTY | DELETED |
| 24. 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. |
| 25. 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, except for the following additional warranties and representations, if any, made by either the Seller or the Broker(s): NONE, except as stated herein. |
| 26. MORTGAGE CONTINGENCY CLAUSE | DELETED |
| 27. 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 or their respective attorneys. 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. Digitally signed and electronically circulated copies of this instrument and any amendments hereto shall have the same force and effect as wet signed originals. |
| 28. LEAD PAINT LAW | Deleted |
| 29. SMOKE DETECTORS | Deleted |
| 30. ADDITIONAL PROVISIONS | See Rider(s) attached hereto, executed herewith and made a part hereof. |

Seller: JFM DEVELOPMENT, LLC

Buyer: KEMAH APARTMENT'S LLC

By:

Gary Terry

, Manager

By:

Brian Bush, Manager

RIDER TO PURCHASE AND SALE AGREEMENT
HFH DEVELOPMENT, LLC ("Seller")
KEMAH APARTMENTS LLC ("Buyer")
13.21 acres Off and Forrest Street and Sisson Road, Harwich, MA ("Premises" or "Property")

31. **ACCESS/ENVIRONMENTAL:** Seller will permit Buyer reasonable access, at reasonable times with reasonable notice, to the Premises for the purpose of making inspections and investigations, and Buyer shall indemnify and hold Seller harmless for any and all liability to third parties as a result of Buyer's conduct on the Premises, except as a result of the negligence of Seller or its agents.

Buyer shall be permitted to perform environmental testing and studies at the Premises. In the event that Buyer determines that there are any violations of environmental laws, or discovers the presence of any hazardous materials or substances, Buyer shall be permitted to terminate this transaction, in which case all deposits shall be returned to Buyer. This contingency shall expire on October 1, 2021.

32. **GOVERNMENT APPROVALS:**

Seller shall, at Seller's sole cost and expense, use continuous diligent efforts to obtain all necessary government approvals, on terms acceptable to Buyer ("Government Approvals") for the construction of a residential development (rental only) with ninety six (96) units, so that Buyer can obtain building permits for the project without further condition, pursuant to G.L. c. 40(B), with twenty-five (25%) of the units being affordable units at eighty (80%) of Area Median Income, the balance being market rate units ("Project"). The initial Comprehensive Permit Application shall be for 96 residential rental units. If at any time that Buyer or Seller determines, in either's reasonable discretion, that the Governmental Approvals for the Project will not or cannot be obtained as above provided within two (2) years after the date hereof, Buyer or Seller shall have the right, but not the obligation, to terminate this Agreement by written notice to the other party whereupon the Deposit shall be refunded to Buyer and this Agreement shall be of no further force or effect.

The term "Governmental Approvals" hereunder shall expressly include all consents, approvals, licenses, variances, comprehensive permits, including but not limited to: Comprehensive Permit, Order of Conditions, wastewater permits, stormwater management permits, utility permits, etc. and permits necessary for construction of the Project, other than building permits, under all federal, state, municipal, and regional codes, statutes, ordinances, by-laws, rules and regulations now in effect or hereafter enacted, with all appeal periods therefrom having expired without appeal, or if appeals are taken, when such appeals are resolved to the reasonable satisfaction of Buyer and with any other pending litigation involving this project dismissed or resolved to the Buyer's satisfaction.

Buyer and Seller agree to cooperate and collaborate in good faith in furtherance of obtaining the Government Approvals but Buyer shall not be required to attend meetings/hearings and shall not be required to incur cost in furtherance of the Government Approvals. Seller hereby authorizes Buyer to apply for any code related permits, such as building, plumbing and electrical permits prior to closing, and will provide any necessary assents/consents in furtherance of the foregoing.

33. **TITLE:** It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

(a) all buildings, structures and improvements, including but not limited to any driveways and waste disposal, 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 entity;

(b) no building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under said Premises;

(c) the Premises shall abut and shall have legal vehicular access to a public way, duly laid out or accepted as such by the city or town in which said Premises are located; and

(d) title to the Premises is insurable for the benefit of Buyer by a title insurance company qualified to do business in Massachusetts and issuing an ALTA Owner's Policy at published standard premium rates with standard exceptions but otherwise without qualifications as to the quality of title.

(e) all Orders of Conditions, except for those associated with obtaining the approvals for the Project have been closed as evidenced by a recorded Certificate of Compliance.

In the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

34. REPRESENTATIONS: Seller hereby makes the following representations to Buyer to the best of Seller's knowledge and without any duty of independent investigation as of the Effective Date, which representations shall be deemed to have been made again as of the Closing Date (updated to reflect the then state of facts).

Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending of which Seller has knowledge against Seller or the Property, which, if adversely determined, could individually or in the aggregate interfere with the consummation of the transaction contemplated by this Agreement or adversely affect the Seller, Project or the Property. There is no litigation which has been filed against the Property itself, or against Seller that in either case would materially affect the Property or use thereof, or Seller's ability to perform hereunder. Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.

Operating Agreements. There are no Operating Agreements and will be no Operating Agreements as of the closing

Condemnation. There are no pending, or to Seller's knowledge, contemplated condemnation proceedings relating to the Property.

Violations. Seller has knowledge (a) of any existing or uncured violation of any federal, state or local law or governmental requirements relating to the Property or the use or operation thereof, which has not been cure, and (b) any change in the zoning classification, any condemnation proceedings or any proceedings to widen or realign any street or highway adjacent to any Property.

Leases. There are no leases or occupancy agreements affecting the Property.

Environmental Matters. Seller has no knowledge of the existence of any Hazardous Substance present in, on, under, or about the Property in violation of, or potential violation of, any applicable federal, state, or local law, regulation, ordinance, judgment or court order relating to the same. For purposes hereof, the term "Hazardous Substance" shall mean any petroleum, chemical, toxic or other so-called hazardous substance, the storage, release, transportation, and/or manufacture of which is the subject of any statute and/or regulation by the United States Environmental Protection Agency, or any similar state environmental protection and/or oversight agency.

Betterments. Seller has knowledge of any proposed or existing betterment assessment against the Property;

Restrictive Covenants. Other than those documents listed in Paragraph 4 of this Agreement, Seller has no knowledge of any violation of any recorded restrictions affecting the Property;

Third Party Purchase Rights. Seller has not granted to any person other than Buyer a right of first refusal, option to purchase, or other right to purchase all or any part of the Property; and

The representations of Seller in this Section shall survive for twelve (12) months after Closing, but Seller shall have no liability until such time as Buyer has incurred expenses in the aggregate in excess of Ten Thousand Dollars (\$10,000) in connection with this clause.

35. SELLER'S DOCUMENTS:

(a) Within 10 days after the date hereof, Seller shall provide Buyer with copies of any and all studies, investigations and reports related to the Premises, including any environmental and geotechnical studies and reports.

(b) At closing, Seller agrees to deliver such affidavits, documents and certificates as may be customarily required by Buyer's Title Company, including without limitation the following: (i) an affidavit stating that Seller is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to Buyer and Buyer's title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which would entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises; (iii) Internal Revenue Code, 1099S Form; and (iv) closing statement.

36. SELLER DEFAULT:

If Seller is unwilling or unable to convey title subject to and in accordance with the terms of the Agreement, Buyer shall elect one of the following rights and remedies:

Buyer shall have the right to terminate this Agreement by notice to Seller, in which event the Deposit together with interest thereon shall be paid to Buyer, and all obligations of the parties under this Agreement shall terminate except for the Buyer's obligations which expressly survive termination;

Buyer shall have the right to waive the breach or default and proceed to Closing in accordance with the provisions of this Agreement without reduction of the Purchase Price; or

If Seller is unwilling to close, Buyer may seek specific performance and damages for Seller's unwillingness to execute and deliver the documents necessary to convey the Property to Buyer as herein required.

37. REBA STANDARDS: Any matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable and not inconsistent with the terms hereof.

38. BROKERS: Buyer and Seller both represent that they have not contacted any real estate broker in connection with this transaction. Each party agrees to indemnify the other and hold the other harmless from any claim, loss or cost for any other brokerage commissions arising out of actions or inactions of the indemnitor in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

39. NOTICES: Notices shall be effective when delivered by hand, by overnight courier, by email with confirmation of sending, or receipted facsimile transmission to the parties at the following addresses: to Buyer shall be deemed given when received at the office of Buyer's attorney, Joshua M. Fox, Esquire, 36 Glen Ave., Newton, MA 02459 (Phone: (617) 969-7555; Fax: (617) 969-5281 Email: jfox@rrf-law.com). Any such notice to Seller shall be deemed given when received at the office of Seller's attorney

40. DRAFTS: The submission of a draft of the Agreement or summary of some or all of its provisions does not constitute an offer to sell or acceptance of any offer to buy the Premises unless or until the Agreement has been

executed by both the Buyer and the Seller and a fully executed copy thereof and all exhibits incorporated by reference have been delivered to each party.

41. **PRIOR AGREEMENTS:** This Agreement supersedes all prior written or any oral agreements between the parties.

42. **DATE OF PERFORMANCE:** If the date on which any performance required hereunder is other than a business day or a day in which the Registry of Deeds serving the Real Property is open for business, then such performance shall be required as of the next following business day.

43. **PREVAILING PARTY:** If litigation is instituted by either party to enforce the terms of this Agreement, the non-prevailing party shall be responsible to pay the reasonable costs and expenses of the prevailing party in the litigation, including, but not limited to, reasonable attorneys' fees.

44. **COVID CLAUSE:** The Parties further agree and acknowledge that in the event either the Buyer, Buyer's lender, Seller, any of their respective attorneys, or the Registry of Deeds becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure order from any governmental agency prior to or at the time for performance hereunder, the closing shall be automatically extended at the request of either Party until such time after the delay has concluded and as such time is reasonably needed for the non-performing party to perform.

45. **Limited Power of Attorney for Extensions:** SELLER and BUYER hereby appoint their respective attorneys as attorneys in fact for the limited purpose of signing any extensions or amendments to this Purchase and Sale Agreement. This Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal.

46. **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.

47. **No recording:**

If the Buyer either makes an assignment of its rights under this Agreement to an entity which is not controlled by Jeffrey and/or Brian Bush or records a copy of this Agreement with the Registry of Deeds, the Seller may at its option declare the Seller's obligations hereunder null and void and deem the Buyer in default of his or her obligations hereunder. The designation of a merely title nominee pursuant to clause 4 of the agreement shall not be deemed an assignment by the Buyer within the meaning of this clause.

48. **Seller's Statements and Representations:**

All of the Seller's statements and representations in this Agreement or any rider/addendum are made to the Seller's actual knowledge and without conducting any independent investigation or inquiry. No statement, representation, covenant or warranty shall survive the delivery of the deed unless expressly stated in this Agreement or in a separate instrument or agreement signed by the Seller. Nothing contained in this Agreement shall require Seller to take additional actions or make further inquiry with regard to any matter in this Agreement. No such statement, representation, covenant or warranty shall constitute a statement, representation, covenant or warranty against the future occurrence of such matter. The provisions of this paragraph shall survive delivery and recording of the deed or the termination of this Agreement.

49. In addition, SELLER's title to the premises shall be deemed to meet the requirements of Sections 4 and 33 hereof for all purposes unless written notice of a claimed title defect is provided SELLER on or before October 1, 2021. Such notice shall specify any defects in title claimed in SELLER's title, which may include objections to the items listed in Paragraph 4(f)-(k) if the same materially adversely affects the Project (and SELLER shall have the obligations set forth in Section 10) and BUYER shall have rights with respect to SELLER's title only in respect to (a) defects in title existing as of the end date of BUYER's title examination, which have been claimed in such notice and (b) defects in title arising after the end date of BUYER's title examination. BUYER shall take title to and pay the purchase price for the premises subject to any defects in title existing as of the end date of Buyer's title


examination, which have not been claimed in such notice. SELLER shall not permit any encumbrance of the title between the end date of BUYER's title examination and the closing.

Executed under seal as of this 7th day of July, 2021.

Seller: HFH DEVELOPMENT, LLC

Buyer: KEMAH APARTMENTS LLC

By: 
Gary Terry, Manager

By: 
Brian Bush, Manager

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

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

Site plan showing:

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

Utilities plan showing:

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

Graphic depiction of the design showing:

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

2. **Construction Information**

| <u>Foundations</u> | # Mkt. Units | # Aff. Units | Attic | # Mkt. Units | # Aff. Units |
|-------------------------------|-----------------|-----------------|------------|-----------------|-----------------|
| Slab on Grade | <u>72</u> | <u>24</u> | Unfinished | <u>72</u> | <u>24</u> |
| Crawl Space | _____ | _____ | Finished | _____ | _____ |
| Full Basement | _____ | _____ | Other | _____ | _____ |
| | | | | | |
| <u>Exterior Finish</u> | # Mkt. Units | # Aff. Units | Parking | # Mkt. Units | # Aff. Units |
| Wood | _____ | _____ | Outdoor | <u>72</u> | <u>24</u> |
| Vinyl | <u>72</u> | <u>24</u> | Covered | _____ | _____ |
| Brick | _____ | _____ | Garage | <u>72</u> | <u>24</u> |
| Fiber Cement | <u>72</u> | <u>24</u> | Bicycle | <u>72</u> | <u>24</u> |
| Other | _____ | _____ | | | |

Heating System

Fuel: Oil Gas Electric Other

Distribution method (air, water, steam, etc.): Split Zone Electric Heat & A/C

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:
Low Flow Toilets, Water Sense Fixtures, Energy Star rated windows & appliances, LED Lighting and Split Zone Heat & A/C systems.

Modular Construction

If modular construction will be used, explain here:

N/A

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

Yes – affordable renters will have the same amenities as market rate renters.

CHLOE'S APARTMENTS

HARWICH, MA

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)

Design & Construction Cover Sheet

- 2 Proposed Buildings with 96 RENTAL Apartments;
- Buildings each contain 48 rental homes with 12 affordable homes per building;
- All apartments will have the same finish and all amenities are available to market rate and affordable homes;
- Plan Attached showing proposed Affordable locations;
- 1, 2 & 3 bedroom apartments are to be available. Sizes range from 685 square feet to 1,530 square feet.
- Site Consists of Only Residential Space; Approximately 60,500 square feet per building;
- There is basement level garage parking for a total of 96 spaces. All Units will receive one garage space. There are an additional 59 surface parking spaces. Electric Car Charing Stations are proposed;
- There is dedicated Bike Storage space in the garage areas and exterior bike racks for resident usage;
- The buildings have elevators, so ALL units are handicapped adaptable. The buildings will meet all other state code requirements as it relates to handicapped accessibility.

SISSON ROAD, HARWICH, MASSACHUSETTS



PLAN BOOK 359 PAGE 21
DEED BOOK 2946 PAGE 254
ASSESSORS MAP 31 PARCELS 04-3, 04-11

- LEGEND**
- EXISTING CONTOUR
 - - - PROPOSED CONTOUR
 - EXISTING SPOT GRADE
 - PROPOSED SPOT GRADE
 - WATER SERVICE LINE
 - OVERHEAD UTILITY SERVICE
 - UNDERGROUND UTILITY SERVICE
 - GAS SERVICE LINE
 - TEST HOLE / BORING LOCATION
 - SEPTIC TANK
 - DISTRIBUTION BOX
 - SOIL ABSORPTION SYSTEM
 - RESERVED FOR FUTURE
 - UTILITY POLE
 - CATCH BASIN
 - FIRE HYDRANT
 - DRAINAGE MANHOLE
 - CONCRETE BOUND, FOUND
 - CONCRETE BOUND, FOUND
 - LIMIT OF WORK
 - FENCE
 - EDGE OF CLEARING

DESIGN CALCULATIONS:

SEWAGE FLOW:

Design Flow: 144 Bedrooms = 110 GPD/BED = 15,840 GPD
 Wastewater shall be treated to a Total Nitrogen level of 50 ppm, at discharge.
 The Treatment Works will require an approval of a Cleanwater Discharge Permit for the discharge of greater than 10,000 gpd of wastewater.
 Leaching Facility Formula:
 $V = 2.0[(1.5A) + (2.0B) + (2.5C) + (3.0D)]$
 $V = 2.0[(15,840) + (0) + (0) + (0)] = 63,360$ Gallons
 Note: The Leaching Rate for a GWPF facility is 9 gpd per 1% of surface area.

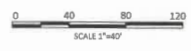
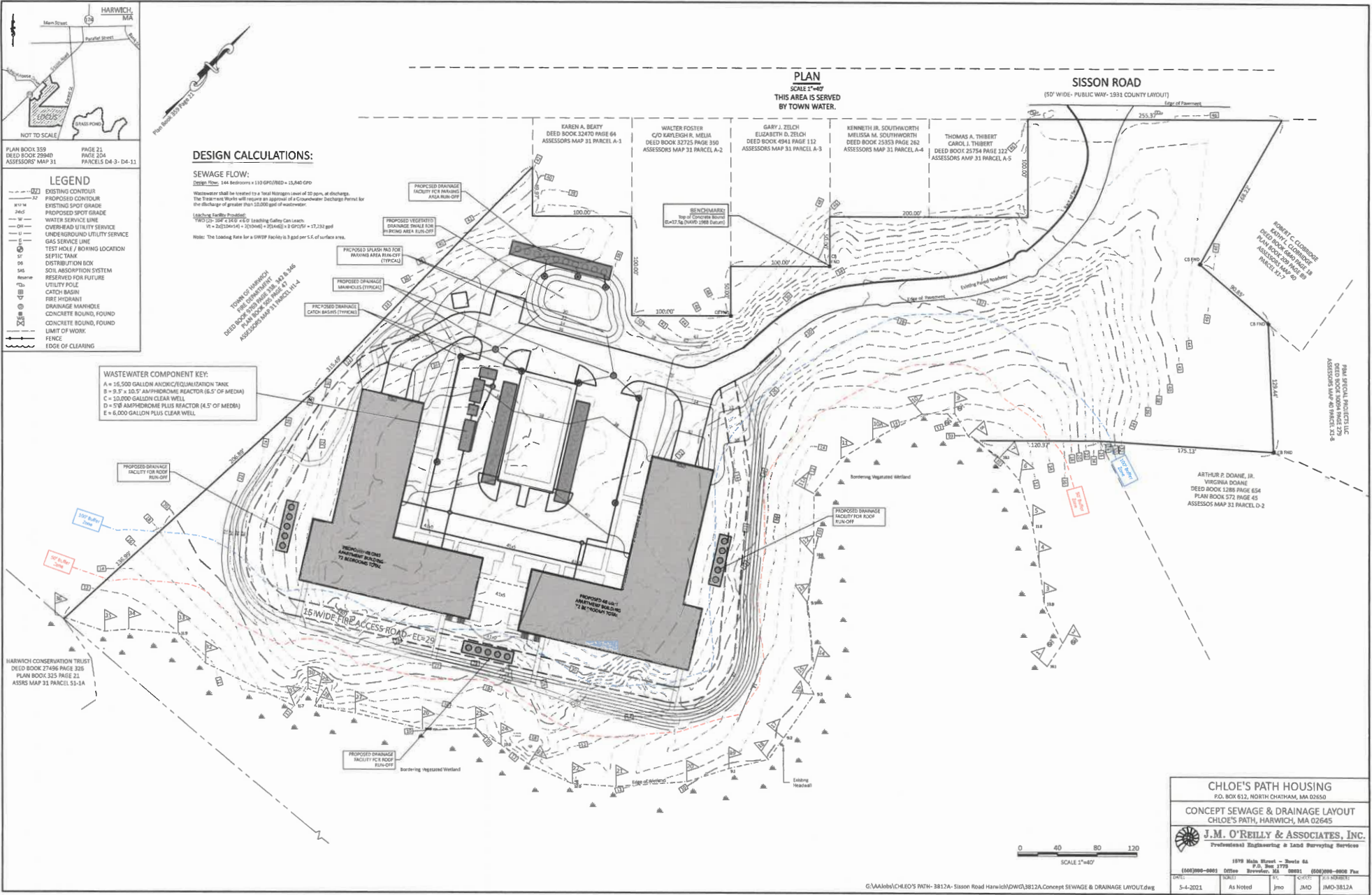
WASTEWATER COMPONENT KEY:
 A = 15,500 GALLON ANIONIC/EQUALIZATION TANK
 B = 9.5' x 10.5' AMPHIDROME REACTOR (6.5' OF MEDIA)
 C = 10,000 GALLON CLEAR WELL
 D = 5'8" AMPHIDROME PLUS REACTOR (4.5' OF MEDIA)
 E = 6,000 GALLON PLUS CLEAR WELL

TOWN OF HARWICH
 DEED BOOK 27496 PAGE 325
 PLAN BOOK 325 PAGE 21
 ASSESSORS MAP 31 PARCELS 11-1, 11-4

HARWICH CONSERVATION TRUST
 DEED BOOK 27496 PAGE 325
 PLAN BOOK 325 PAGE 21
 ASSESSORS MAP 31 PARCELS 11-1, 11-4

PLAN
 SCALE 1"=40'
 THIS AREA IS SERVED
 BY TOWN WATER.

SISSON ROAD
 (50' WIDE - PUBLIC WAY - 1991 COUNTY LAYOUT)



CHLOE'S PATH HOUSING
 P.O. BOX 612, NORTH CHATHAM, MA 02650

CONCEPT SEWAGE & DRAINAGE LAYOUT
 CHLOE'S PATH, HARWICH, MA 02645

J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services

1879 Main Street - Suite 65
 P.O. Box 1179
 Brewster, MA 01931 (508) 688-8808 Fax
 (508) 688-8883
 5-4-2021 As Noted jmo JMO JMO-3812A



1 CONCEPTUAL SITE PLAN
1" = 40'-0"

**PROPOSED
CONCEPTUAL
SITE PLAN**

DATE ISSUED: 06.16.2021

| REVISIONS: | | |
|------------|-------------|----------|
| NO. | DESCRIPTION | DATE |
| 1 | Revision 1 | 06.16.21 |

DRAWN BY: Author
SCALE: 1" = 40'-0"

DRAWING NO:
SP1.1

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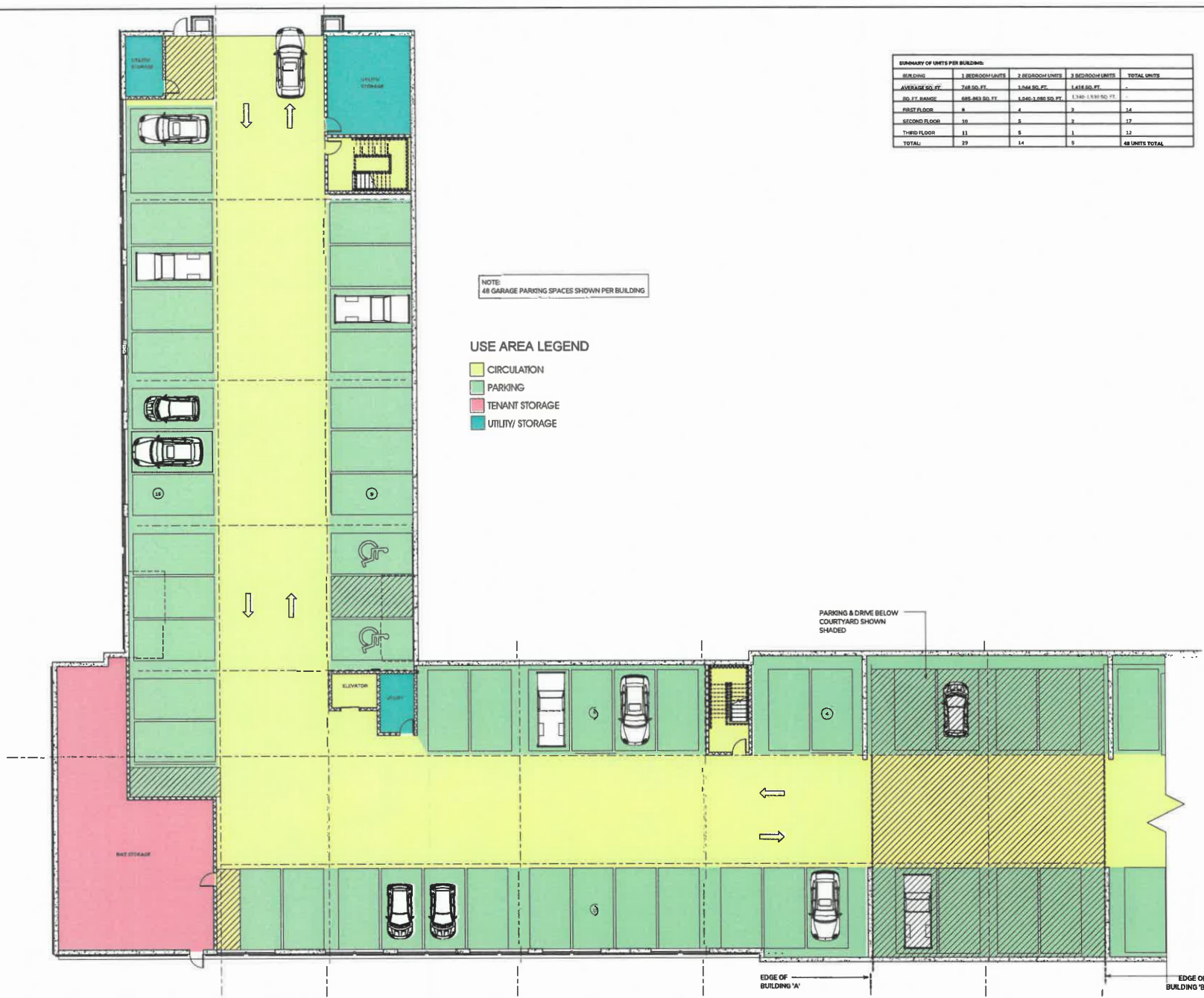
SD-2.1

DATE: 08.18.2010
 DRAWN BY: [Name]
 SCALE: 1/8" = 1'-0"
 DRAWING NO.: [Number]

CONCEPTUAL ELEVATIONS

CHLOE'S PATH HOUSING
 HARNICH, MA 02645

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 ARCHITECTURE INTERIORS
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 300 WASHINGTON STREET, WASHINGTON MA 01890
 P: 978.326.2488 WWW.CATALYSTARCHITECTURE.COM



| SUMMARY OF UNITS PER BUILDING: | | | | |
|--------------------------------|-----------------|---------------------|---------------------|----------------|
| RECORDING | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 748 SQ. FT. | 1,044 SQ. FT. | 1,418 SQ. FT. | - |
| SQ. FT. RANGE | 685-863 SQ. FT. | 1,040-1,080 SQ. FT. | 1,340-1,531 SQ. FT. | - |
| FIRST FLOOR | 9 | 4 | 3 | 14 |
| SECOND FLOOR | 10 | 5 | 2 | 17 |
| THIRD FLOOR | 11 | 5 | 1 | 17 |
| TOTAL: | 29 | 14 | 6 | 48 UNITS TOTAL |

NOTE:
48 GARAGE PARKING SPACES SHOWN PER BUILDING

USE AREA LEGEND

- CIRCULATION
- PARKING
- TENANT STORAGE
- UTILITY/ STORAGE

1 CONCEPTUAL LOWER LEVEL GARAGE PLANS
1/8" = 1'-0"



| SUMMARY OF UNITS PER BUILDING | | | | |
|-------------------------------|-----------------|---------------------|---------------------|----------------|
| BUILDING | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 748 SQ. FT. | 1,044 SQ. FT. | 1,418 SQ. FT. | - |
| SQ. FT. RANGE | 685-863 SQ. FT. | 1,040-1,090 SQ. FT. | 1,340-1,530 SQ. FT. | - |
| FIRST FLOOR | 8 | 4 | 2 | 14 |
| SECOND FLOOR | 10 | 5 | 3 | 17 |
| THIRD FLOOR | 11 | 5 | 1 | 17 |
| TOTAL | 29 | 14 | 6 | 49 UNITS TOTAL |

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- COMMUNITY SPACE
- RENTAL OFFICE
- UTILITY/STORAGE

1 CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"

| | |
|--------------|------------------|
| DATE ISSUED: | 04.16.2021 |
| REVISIONS: | |
| REV. | DESCRIPTION DATE |

| | |
|--------------|--------------|
| DRAWN BY: | Author |
| SCALE: | As Indicated |
| DRAWING NO.: | |

SD-1.1

11/23/21 10:00 AM
11/23/21 10:00 AM
11/23/21 10:00 AM
11/23/21 10:00 AM
11/23/21 10:00 AM



| SUMMARY OF UNITS PER BUILDING | | | | |
|-------------------------------|-----------------|---------------------|---------------------|----------------|
| BUILDING | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 748 SQ. FT. | 1,044 SQ. FT. | 1,418 SQ. FT. | - |
| SQ. FT. RANGE | 686-863 SQ. FT. | 1,040-1,088 SQ. FT. | 1,340-1,530 SQ. FT. | - |
| FIRST FLOOR | 8 | 4 | 2 | 14 |
| SECOND FLOOR | 10 | 5 | 2 | 17 |
| THIRD FLOOR | 11 | 5 | 1 | 17 |
| TOTAL | 29 | 14 | 5 | 48 UNITS TOTAL |

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/ STORAGE

1 CONCEPTUAL 2ND FLOOR PLAN
1/8" = 1'-0"

DATE ISSUED: 06.18.2021

REVISIONS:

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |

DRAWN BY: Author

SCALE: As Indicated

DRAWING NO.:

SD-1.2

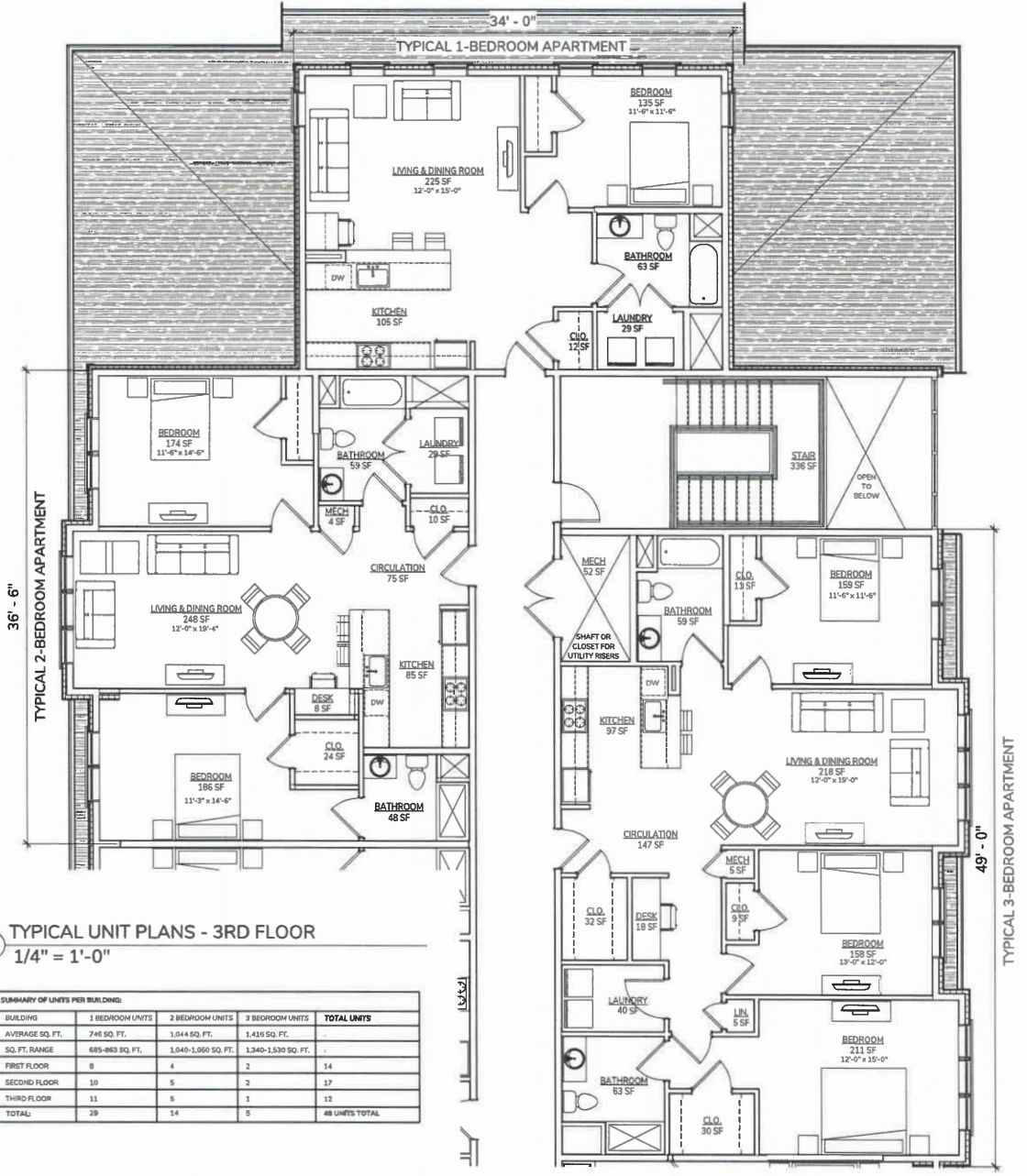
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| SUMMARY OF UNITS PER BUILDING | | | | |
|-------------------------------|-----------------|---------------------|---------------------|-----------------------|
| BUILDING | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 749 SQ. FT. | 1,044 SQ. FT. | 1,416 SQ. FT. | - |
| SQ. FT. RANGE | 695-803 SQ. FT. | 1,040-1,060 SQ. FT. | 1,340-1,430 SQ. FT. | - |
| FIRST FLOOR | 8 | 4 | 2 | 14 |
| SECOND FLOOR | 10 | 6 | 2 | 17 |
| THIRD FLOOR | 11 | 6 | 1 | 17 |
| TOTAL | 29 | 14 | 5 | 48 UNITS TOTAL |

- USE AREA LEGEND**
- 1 BEDROOM
 - 2 BEDROOM
 - 3 BEDROOM
 - CIRCULATION
 - UTILITY/STORAGE

① CONCEPTUAL 3RD FLOOR PLANS
1/8" = 1'-0"



① TYPICAL UNIT PLANS - 3RD FLOOR
 1/4" = 1'-0"

| SUMMARY OF UNITS PER BUILDING: | | | | |
|--------------------------------|-----------------|---------------------|---------------------|----------------|
| BUILDING | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 746 SQ. FT. | 1,044 SQ. FT. | 1,416 SQ. FT. | |
| SQ. FT. RANGE | 685-863 SQ. FT. | 1,040-1,060 SQ. FT. | 1,340-1,530 SQ. FT. | |
| FIRST FLOOR | 8 | 4 | 2 | 14 |
| SECOND FLOOR | 10 | 5 | 2 | 17 |
| THIRD FLOOR | 11 | 5 | 1 | 17 |
| TOTAL | 29 | 14 | 5 | 48 UNITS TOTAL |

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VIEW #1 - PERSPECTIVE VIEW FROM SISSON ROAD



VIEW #2 PERSPECTIVE VIEW FROM HALF WAY DOWN THE DRIVEWAY

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P. 508.942.8828 WWW.CATALYSTARCHITECT.COM

CHLOE'S PATH HOUSING
HARWICH, MA 02645

**CONCEPTUAL
PERSPECTIVE
VIEWS**

DATE ISSUED: 06.16.2021

REVISIONS:

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |

DRAWN BY: Author

SCALE:

DRAWING NO.:

SP1.2

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VIEW #3 - PERSPECTIVE VIEW FROM SISSON ROAD AT FIRE/POLICE STATION



VIEW #4 PERSPECTIVE VIEW FROM PARKING

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Architecture Interiors
Where visions take shape

233 WILLOW STREET, SUITE A WINDHAM, PORTLAND, MA 02875
P. 508-366-6382 WWW.CATALYSTARCHITECT.COM

CHLOE'S PATH HOUSING

HARWICH, MA 02645

CONCEPTUAL
PERSPECTIVE
VIEWS

DATE ISSUED: 06.16.2021

REVISIONS:

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |

DRAWN BY: Author

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VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: There is open space & wetland areas around roughly 50% of the project. The fire/police station is a direct abutter and there are several homes which front on Sisson Road which the project backs up to. Across from the project entrance leads to the Harwich Cultural Center and the Harwich Elementary Street.

2. What is the prevailing zoning in the surrounding neighborhood?
Residential Zoning as well as Municipal Usage

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?
The street has a mix of residential and municipal uses. The apartment buildings, given their specific location will be barely visible from the street and will blend seamlessly into the neighborhood.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.
Adjacent to Fire & Police Station, Cultural Center and Elementary School are walking distance, Municipal Offices, Parks, Churches and shops are all within 1 mile of the site.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).
The site allows for concentrated development which is close proximity to the Harwich center which has shops, restaurants, town offices and churches.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.
There is no public transit in the area.

214 MA-124



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

INSTALLED ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



LOOKING RIGHT (NORTH EAST) ON SISSON ROAD
FROM ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

LOOKING LEFT (SOUTHWEST) ON SISSON ROAD
FROM ACCESS DRIVE





Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

ADJACENT PUBLIC SAFETY BUILDING



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

HARWICH CULTURAL CENTER, ACROSS
SISSON ROAD

IX. FINANCING

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

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: There are no direct public funds being used to fund the development. There will be a sizable amount of developer equity as well as borrowed funds from a Lending institution.

Describe the form of financial surety to be used to secure the completion of cost certification for this project Letter of Credit from Construction Lender.



Chloe's Path Apartments
Sisson Road, Harwich, MA

Preliminary Construction Budget & Pro Forma

96

Units

| Development Items: | Total Costs | Per Unit |
|--------------------------------------|----------------------|------------------|
| Land Value | \$ 3,072,000 | \$32,000 |
| Hard Costs: | | |
| General Conditions | \$ 1,500,000 | \$15,625 |
| Insurance | \$ 150,000 | \$1,563 |
| Bonding | \$ 150,000 | \$1,563 |
| Construction Mgt Fees | \$ 850,000 | \$8,854 |
| Site Preparation | \$ 1,400,000 | \$14,583 |
| Wastewater Treatment | \$ 1,200,000 | \$12,500 |
| Building Construction | \$ 14,674,770 | \$152,862 |
| Contingency | \$ 863,739 | \$8,997 |
| Hard Construction Costs | \$ 20,788,509 | \$216,547 |
| Soft Costs: | | |
| Water Connection Fees | \$ 240,000 | \$2,500 |
| Municipal/State/40B Fees | \$ 75,000 | \$781 |
| Blding Permits | \$ 311,828 | \$3,248 |
| Architectural | \$ 200,000 | \$2,083 |
| Engineering & Survey | \$ 200,000 | \$2,083 |
| Legal | \$ 125,000 | \$1,302 |
| Construction Loan Interest | \$ 650,000 | \$6,771 |
| Financing/Application Fees | \$ 100,000 | \$1,042 |
| Mitigation | \$ 75,000 | \$781 |
| Consulting Fees | \$ 100,000 | \$1,042 |
| Lottery | \$ 36,000 | \$375 |
| Marketing/Commissions | \$ 125,000 | \$1,302 |
| Accounting Cost Certification | \$ 40,000 | \$417 |
| Development Fee | \$ 1,150,000 | \$11,979 |
| Soft Contingency | 5% \$ 171,391 | \$1,785 |
| Total Soft Costs | \$ 3,599,219 | \$37,492 |
| Total Development Costs (TDC) | \$ 27,459,728 | \$286,039 |

| | | | | |
|--|----|------------------|----------------------------------|-------------------------------|
| Annual Rents (See Unit Designations) | \$ | 2,419,654 | | |
| Less 5% Vacancy | \$ | 120,983 | | |
| Plus Add'l Revenue (pets, parking, etc) | \$ | 36,295 | | |
| Operating Revenue | \$ | 2,334,966 | | |
| Operating Expenses | | | | |
| RE Taxes - Residential | \$ | 177,115 | 75% of TDC @ Tax Rate | \$ 8.60 |
| Insurance | \$ | 35,040 | \$ | 365 per unit/year |
| Utilities | \$ | 24,000 | \$ | 250 per unit/year |
| Water & Sewer | \$ | 48,000 | \$ | 500 per unit/year |
| Maintenance | \$ | 180,000 | \$ | 1,875 per unit/year |
| General & Administration | \$ | 172,800 | \$ | 1,800 per unit/year |
| Reserves | \$ | 24,000 | \$ | 250 per unit/year |
| Total Operating Expenses | \$ | 660,955 | \$ | 6,884.95 per unit/year |
| Net Operating Income | \$ | 1,674,011 | | |
| Interest Expense | \$ | 1,190,999 | 75 %TDC Debt/4.00% / 30 yr AMORT | |
| NET OPERATING PROFIT | \$ | 483,012 | 7.04% Return on Equity | |

**CHLOE's PATH APARTMENTS
UNIT DESIGNATION REPORT**

| <u>Affordable Units</u> | <u>Building</u> | <u>Floor</u> | <u>Unit Number</u> | <u>Bedrooms</u> | <u>Square Feet</u> |
|-------------------------|-----------------|--------------|--------------------|-----------------|--------------------|
| X | A | 1 | 101 | 3 | 1,340 |
| | A | 1 | 102 | 3 | 1,530 |
| X | A | 1 | 103 | 2 | 1,060 |
| | A | 1 | 104 | 2 | 1,060 |
| X | A | 1 | 105 | 1 | 685 |
| | A | 1 | 106 | 1 | 830 |
| | A | 1 | 107 | 2 | 1,060 |
| X | A | 1 | 108 | 1 | 685 |
| | A | 1 | 109 | 1 | 863 |
| | A | 1 | 110 | 1 | 863 |
| | A | 1 | 111 | 1 | 685 |
| | A | 1 | 112 | 2 | 1,040 |
| | A | 1 | 113 | 1 | 765 |
| X | A | 1 | 114 | 1 | 685 |
| X | A | 2 | 201 | 2 | 1,040 |
| | A | 2 | 202 | 3 | 1,340 |
| | A | 2 | 203 | 3 | 1,530 |
| | A | 2 | 204 | 2 | 1,060 |
| X | A | 2 | 205 | 2 | 1,060 |
| | A | 2 | 206 | 1 | 685 |
| | A | 2 | 207 | 1 | 830 |
| | A | 2 | 208 | 2 | 1,060 |
| | A | 2 | 209 | 1 | 685 |
| | A | 2 | 210 | 1 | 863 |
| | A | 2 | 211 | 1 | 863 |
| X | A | 2 | 212 | 1 | 685 |
| | A | 2 | 213 | 2 | 1,040 |
| | A | 2 | 214 | 1 | 863 |
| | A | 2 | 215 | 1 | 685 |
| X | A | 2 | 216 | 1 | 685 |
| | A | 2 | 217 | 1 | 685 |
| | A | 3 | 301 | 2 | 1,040 |
| | A | 3 | 302 | 3 | 1,340 |
| | A | 3 | 303 | 3 | 1,530 |
| X | A | 3 | 304 | 2 | 1,060 |
| | A | 3 | 305 | 2 | 1,060 |
| | A | 3 | 306 | 1 | 685 |
| | A | 3 | 307 | 1 | 830 |
| | A | 3 | 308 | 2 | 1,060 |
| X | A | 3 | 309 | 1 | 685 |
| | A | 3 | 310 | 1 | 863 |
| | A | 3 | 311 | 1 | 863 |
| | A | 3 | 312 | 1 | 685 |
| | A | 3 | 313 | 2 | 1,040 |
| | A | 3 | 314 | 1 | 863 |
| | A | 3 | 315 | 1 | 685 |

| | | | | | |
|---|---|---|-----|---|-------|
| | A | 3 | 316 | 1 | 685 |
| X | A | 3 | 317 | 1 | 685 |
| | A | 1 | 101 | 3 | 1,340 |
| X | A | 1 | 102 | 3 | 1,530 |
| X | A | 1 | 103 | 2 | 1,060 |
| | A | 1 | 104 | 2 | 1,060 |
| X | A | 1 | 105 | 1 | 685 |
| | A | 1 | 106 | 1 | 830 |
| | A | 1 | 107 | 2 | 1,060 |
| X | A | 1 | 108 | 1 | 685 |
| | A | 1 | 109 | 1 | 863 |
| | A | 1 | 110 | 1 | 863 |
| | A | 1 | 111 | 1 | 685 |
| | A | 1 | 112 | 2 | 1,040 |
| | A | 1 | 113 | 1 | 765 |
| X | A | 1 | 114 | 1 | 685 |
| X | A | 2 | 201 | 2 | 1,040 |
| | A | 2 | 202 | 3 | 1,340 |
| | A | 2 | 203 | 3 | 1,530 |
| | A | 2 | 204 | 2 | 1,060 |
| X | A | 2 | 205 | 2 | 1,060 |
| | A | 2 | 206 | 1 | 685 |
| | A | 2 | 207 | 1 | 830 |
| | A | 2 | 208 | 2 | 1,060 |
| | A | 2 | 209 | 1 | 685 |
| | A | 2 | 210 | 1 | 863 |
| | A | 2 | 211 | 1 | 863 |



June 30, 2021

To Whom It Concerns:

RE: Brian Bush
Chloes Path Apartments
Sisson Road
Harwich, MA 02645

Enterprise Bank has a longstanding and exemplary banking relationship with Mr. Bush. The Bank has provided numerous credit facilities to the subject including commercial, construction and residential loans. Mr. Bush is a valued customer of Enterprise Bank.

The Bank will continue to finance future projects for Mr. Bush subject to the Bank's normal loan underwriting and credit approval guidelines. We have reviewed the plans and information for the proposed 96-unit development at Sisson Road in Harwich, MA. We find the project to be feasible and have an interest in providing funding for the project.

Any questions regarding the above may be directed to the undersigned at (978)656-5516 or brian.bullock@ebtc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bullock', with a stylized flourish extending to the right.

Brian H. Bullock
Chief Commercial Lender
Executive Vice President

XI. DEVELOPMENT SCHEDULE

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

| | Phase 1 | Phase 2 | Phase 3 | Total |
|----------------------------|-----------|---------|---------|-----------|
| Number of affordable units | <u>24</u> | _____ | _____ | <u>24</u> |
| Number of market units | <u>72</u> | _____ | _____ | <u>72</u> |
| Total by phase | <u>96</u> | _____ | _____ | <u>96</u> |

Please complete the following chart with the appropriate projected dates:

| | Phase 1 | Phase 2 | Phase 3 | Total |
|------------------------------------|--------------|---------|---------|-------|
| All permits granted | <u>07/22</u> | _____ | _____ | _____ |
| Construction start | <u>08/22</u> | _____ | _____ | _____ |
| Marketing start – affordable units | <u>1/23</u> | _____ | _____ | _____ |
| Marketing start – market units | <u>1/23</u> | _____ | _____ | _____ |
| Construction completed | <u>10/23</u> | _____ | _____ | _____ |
| Initial occupancy | <u>11/23</u> | _____ | _____ | _____ |

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

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

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.



your resource for Affordable Housing



**Chloe’s Path Apartments
Harwich, Massachusetts
Cape Cod**

**Marketing and Outreach Plan
Lottery Plan**

Introduction

Chloe’s Apartments is a proposed residential community to consist of 96 rental apartment homes in Harwich, MA which shall provide 24 affordable one, two & three bedroom homes to the areas affordable renters. The project is located on approximately 13 acres and will include 2 residential buildings with garage and surface level parking. The marketing program and minority outreach for Chloe’s Apartments will be throughout the Cape Cod region to households in need of quality, affordable housing.

The apartment homes will be distributed based upon criteria established by the Department of Housing and Community Development (DHCD) and the Local Initiative Program (LIP). These apartment homes will be distributed in one lottery through two lottery pools: Local Preference Pool and Open Pool. The apartment homes will be made available to eligible applicants earning up to 80% of the Barnstable MSA median income, adjusted for household size.

The objective of the marketing program is to identify a sufficient pool of applicants for the available apartment homes. Based upon the lottery results, all applicants would have their proper rank in the appropriate pools. This will enable us to quickly determine who would have the first opportunity to lease an upcoming home.

Potential tenants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

What follows is a list of activities and materials we intend to utilize to assist in the projects affordable marketing, processing of the applicants and our attempts to reach out to the Barnstable MSA Area and area minority populations.

General Information

Chloe’s Apartments is to be a newly constructed residential community of 96 apartments. These apartments will be located in 2 buildings with 48 apartments per 3 story building. Each building will have an elevator. Each building will contain approximately 12 affordable apartments and those homes will be a mix of one, two & three bedroom homes. The apartment homes will range in size from 685 square feet for a one bedroom home to approximately 1,340 square feet for a three bedroom home. The community will offer lounge areas within the buildings for residents, bike storage and walking paths for residents. The homes will feature stainless appliances, solid surface countertops and in-unit washer and dryers. These will all be smoke free buildings. Each unit (market & Affordable) will have one parking space located in the secured lower level parking garages and there will additional parking for resident usage. The projected unit mix and sizes are as follows (See Attached Unit Listings):



| Home Type | Square Feet Per Home | Market #/Type | Affordable #/Type |
|---------------|----------------------|---------------|-------------------|
| One Bedroom | 685-863 | 43 | 15 |
| Two Bedroom | 1040 - 1060 | 21 | 7 |
| Three Bedroom | 1340-1530 | 8 | 2 |

The 24 affordable homes will be distributed, by lottery, to households who meets the eligibility requirements and income requirements at or below 80% of the area median income, for the Barnstable MSA, adjusted for Household size. The following rents were determined using the 2021 income limits and utility allowances from Housing Assistance Corporation (See Attached Rent Sheet). Final rents will be determined prior to the lottery.

80% of Median

| Barnstable MSA | Household Size | 80% of Adjusted Median Family Income | Monthly Income | Max Rent (30% of monthly income) | Utility Allowance | Final Rent |
|----------------|----------------|--------------------------------------|----------------|----------------------------------|-------------------|------------|
| One Bedroom | 2 | \$62,200 | \$5,183 | \$1,555 | \$192 | \$1,363 |
| Two Bedroom | 3 | \$70,000 | \$5,833 | \$1,750 | \$239 | \$1,511 |
| Three Bedroom | 4 | \$77,750 | \$6,479 | \$1,944 | \$285 | \$1,659 |

Tenants are responsible for their electric and heating bills. Water and Sewer will be provided by the Landlord.

Chloe’s Apartments will be sponsoring an application process and lottery to rank the eligible program applicants and have hired MCO Housing Services, LLC as their lottery agent to oversee the process. MCO Housing Services, LLC of Harvard, MA, has been providing Lottery Services to area developers for over 20 years.

Marketing and Outreach Plan

Harwich is located on Cape Cod, approximately 84 miles southeast of Boston. Harwich is approximately 28 miles from the Cape Cod Canal. The site is extremely well located, being less 1 mile from the center of Harwich and relatively close to beaches and Route 6 & 28 providing easy access to the rest of Cape Cod.

Application availability and a public information meeting will be announced, with a minimum of two ads over a 60 day period, in the Cape Cod Chronicle/Harwich News and the Cape Cod Times. We will also work closely with the newspapers to have an article placed to ensure awareness of the project and the available affordable housing opportunities. Placement on the town website and cable channel will be pursued, along with emails to all town and school employees.

Minority outreach will be conducted through the Bay State Banner and El Mundo. A mailing will be sent to local social service and public organizations. A listing on www.massaccesshousingregistry.org and the MetroList websites will also announce the lottery and application availability.

MCO Housing Services will post Chloe’s Apartments lottery information and application on line at www.mcohousingservices.com which will be available for immediate download by applicants. MCO Housing

Services, LLC will also send an email blast to our email list making all aware of the availabilities at Chloe’s Apartments. The email list at MCO Housing Services currently consist of over 14,000 individuals and families seeking affordable housing opportunities. Applications can be requested through MCO Housing Services, LLC by phone, in person or by email. Applications will also be available locally for pick up at the Harwich Town Hall (Town Clerks Office), The Chloe’s Apartments Leasing Office and the Harwich Public Library. MCO Housing Services, LLC can be reached at:

MCO Housing Services, LLC
 206 Ayer Road
 P.O. Box 372
 Harvard, MA 01451
 (978) 456-8388
 FAX: (978) 456-8986
 lotteryinfo@mcohousingservices.com

A Public Information Meeting will be held via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. A confirmation letter or email will be sent to each eligible applicant with their lottery code after the application deadline. Lottery codes will be announced during the lottery drawing, to ensure applicant’s privacy.

Eligibility Criteria

1. Income can not exceed the following maximum allowable income guidelines, adjusted for household size, as follows:

| Household Size | 1 | 2 | 3 | 4 | 5 | 6 |
|-----------------------------------|----------|----------|----------|----------|----------|----------|
| Up to 80% Max Gross Income Limits | \$54,450 | \$62,200 | \$70,000 | \$77,750 | \$84,000 | \$90,200 |
| | | | | | | |

This assumes a household size of 1-6 people. These income limits are subject to change by DHCD.

2. When Applicant assets total \$5,000 or less, the actual interest/dividend income received is to be included in the annual income. When assets exceed \$5,000, annual income is to include the greater of actual income from assets or a .06% of assets imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.

3. Potential tenants may not own another home, including a home which may be in a Trust. The affordable unit must be their principal, full-time residence.

The lottery application is used to determine income eligibility so applicants have an opportunity to lease an affordable unit. An applicant with an opportunity to lease will also need to go through the leasing process as determined by the Leasing Agent and property developer. This process may include credit screening, CORI, minimum income requirements and landlord reference checks. If applicants do not pass the Leasing Office screening, they will not be able to lease a unit. The Leasing Office approval will be conducted after the lottery.

Each affordable tenant will need to have their income reviewed annually to maintain the affordable residence. Approximately 60 - 120 days before lease renewal, current affordable residents will need to provide updated financial documentation for Re-certification for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of median income, adjusted for household size. Once household income exceeds 140% of the maximum allowable income, adjusted for household size, the tenant will no longer be an income-eligible tenant and will have the option of paying market rent or moving out at end of lease.

Complete financial documentation will be required to participate in the lottery. Applications will be logged in upon receipt and the review of applications will take place after the application deadline. Incomplete applications will not be included in the lottery and those applicants will be notified after the application deadline.

The distribution of affordable homes will be based upon household size preferences criteria established by DHCD. Specifically, the unit size you can request will be based upon the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) above shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health. The lottery agent must receive reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorces or separation has begun or has been finalized, as set forth in the application.

There will be a percentage of handicapped accessible (Group IIA) units at the property. Since the buildings have elevators, all apartment homes are considered to handicapped adaptable (Group I). Disabled applicants may request reasonable accommodations or modifications of the housing, when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.

Lottery Process

Due to the nature of the affordable units' availability it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size and that program requirements are subject to changes in local, state or federal regulations. As has been mentioned, the final rents and maximum income will be established prior to the lottery.

There will be a total of 24 apartment homes being distributed at Chloe's Apartments which will be completed over an estimated 8 month time frame. These homes will be distributed by lottery through 2 pools – the local pool and the open pool. Up to 17 of the homes will be available to people qualifying for local preference in Bellingham. To qualify for local preference an applicant must meet one of the following criteria:

- Current Harwich Resident
- Employed by the Town of Harwich or the Harwich Public Schools
- Employee working in the Town of Harwich or with a bonafide offer of employment with a company located in Harwich.
- Parents of children attending the Harwich Public Schools

An applicant's proof of local preference will be required with the application submittal and will be verified by the Town if they have an opportunity to lease an apartment home. All applicants (including local applicants) will be included in the Open Pool.

The distribution of the 24 available apartment homes, by appropriate pool will be as follows:

| <u>Building 1</u> | <u>Unit Type</u> | <u>Local Pool</u> | <u>Open Pool</u> | |
|-------------------|------------------|-------------------|------------------|-----------|
| | One Bedroom | 11 | 4 | |
| | Two Bedroom | 5 | 2 | |
| | Three Bedroom | 1 | 1 | |
| TOTALS | | 17 | 7 | 24 |

All applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of the homes. Homes will be distributed first to households based upon their required number of bedrooms.

Once the lottery rankings have been determined and your income has been certified by MCO Housing Services, LLC your information will be forwarded to the Leasing Office for their credit and background checks. If the Leasing Office determines you are eligible, you will then be offered a specific unit.

If either the leasing office or MCO Housing Services, LLC determines you do not meet their eligibility criteria at that time, you will not be able to lease a unit.

Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services, LLC will act as Monitoring Agent in determining applicants’ income eligibility. The annual tenant re-certification will also be conducted by MCO Housing Services, LLC.

Waiting Lists, Re-Marketing or Continuous Marketing

Although owner/management agent standards for waiting lists or re-marketing the community to affordable prospects to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the wait list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants needed to fill the previous year’s vacancies. The specific guidelines from DHCD for these policies are included below.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent’s policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances, 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. “First Come, First Served”

A “first-come, first-serve” method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing

the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants.

c. Continuous Marketing/Persons with Disabilities

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

Unit Turnover

The affordable and accessible units will be listed on the MassAccess website upon turnover.

Summary

This outreach program will ensure residents from Bellingham and the surrounding communities will be notified of the available opportunities at Chloe's Apartments and will ensure for the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Harwich to incorporate local requests and ideas.

As authorized representatives of Chloe's Apartments/ Kemah Apartments, LLC and MCO Housing Services, LLC, respectively each of us has reviewed this plan and agrees to implement this AFHMP, which shall be made effective as of the approval dates. Further, by signing this form, Chloe's Apartments/ Kemah Apartments, LLC agrees to review and update its AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonable related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.

Brian Bush
Chloe's Apartments/ Kemah Apartments, LLC

DATE

Maureen O'Hagan
MCO Housing Services, LLC

DATE

Chloe's Path Apartments

LOTTERY APPLICATION

Application Deadline: TBD

| |
|-----------------------------|
| For Office Use Only: |
| Date Appl. Rcvd: _____ |
| Household Size: _____ |
| Lottery Code: _____ |
| Local: Yes/No |

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Cell: _____ Work Telephone: _____

Email: _____

Have you ever owned a home? ___ If so, when did you sell it? ___

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- Current Harwich Resident
- Currently employed by the Town of Harwich or the Harwich School Department
- Employees of local Harwich businesses or with an offer of bonavide employment from a company located in the Town of Harwich
- Household with children attending the Harwich School System

Do you have a Section 8 voucher (the units are **NOT** subsidized or income based): ___ Yes ___ No

Bedroom Size: ___ One Bedroom; ___ Two Bedroom; ___ Three Bedroom

Are you disabled: ___ Yes ___ No

Do you require a wheelchair accessible unit? ___ Yes ___ No

Do you require any adaptations or special accommodations? ___ Yes ___ No

Please explain: _____

The total household size is: _____

Household Composition (including applicant(s))

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____



FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Annual Base Income (Gross) _____
 Other Income, specify _____
 Co-Applicants Annual Base Income (Gross) _____
 Other Income, specify _____

TOTAL MONTHLY INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking (avg balance for 3 months) _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or
 Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____

TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheet, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

| | Applicant | Co-Applicant | (#) of Dependents |
|-------------------------------------|-----------|--------------|-------------------|
| Non-Minority | _____ | _____ | _____ |
| Black or African American | _____ | _____ | _____ |
| Hispanic or Latino | _____ | _____ | _____ |
| Asian | _____ | _____ | _____ |
| Native American or Alaskan Native | _____ | _____ | _____ |
| Native Hawaiian or Pacific Islander | _____ | _____ | _____ |



SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to lease an affordable unit at Chloe's Path Apartments. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____
Applicant(s)

Date: _____

Signature _____
Co-Applicant(s)

Date: _____

See page XX for return information.



Chloe's Path Apartments

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at **Chloe's Path Apartments** through the Mass Department of Housing and Community Development (DHCD) in Harwich, MA:

1. The gross annual household income for my family does not exceed the allowable limits as follows:

| Household Size | 1 | 2 | 3 | 4 | 5 | 6 |
|----------------------------|----------|----------|----------|----------|----------|----------|
| Max Gross Allowable Income | \$54,540 | \$62,200 | \$70,000 | \$77,750 | \$84,000 | \$90,200 |

Income from all family members must be included.

2. I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility. Assets \$5,000 or less the actual interest/dividends earned will be added to a household's income in determining eligibility.
3. The household size listed on the application form includes only and all the people that will be living in the residence.
4. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
5. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified and additional financial information may be required, verified and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
6. I/We understand that if selected I/we will be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will likely not have another opportunity to lease an affordable unit at Newburyport Crossing.
7. Program requirements are established by DHCD and are enforced by DHCD. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by DHCD is final.
8. I/We certify that no member of our family has a financial interest in Chloe's Path Apartment.
9. I/We understand there may be differences between the market and affordable units and accept those differences.
10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.



I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at Chloe's Path Apartments. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date

**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each that are applicable, and provide the documents, or write N/A if not applicable and return this sheet with your application.

1. ____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
2. ____ One form of identification for all household members, i.e. birth certificates, driver's license, etc.
3. ____ If you qualify for the Local Preference Pool, provide a copy of utility bills, voter registration etc.
4. ____ If you require a Special Accommodation you must request as part of your application and documentation is required, i.e. doctors letter, it MUST be included with the application.
5. ____ The most recent last five (5) **consecutive** pay stubs for all jobs (check/direct deposit stubs). For unemployment, copies of unemployment checks or DOR verification stating benefits received. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the past 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, bi-weekly or monthly.
6. ____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
7. ____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support. See attached form.



8. _____ If you are self-employed you MUST provide a detailed Profit and Loss statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns. Uber, Lyft, Grubhub, etc. are considered self employment.
9. _____ Federal Tax Returns – 2020 if completed. (NO STATE TAX RETURNS)
- **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.
 - **NOTE:** If you did not submit a tax return for the 2019 then you must provide a Verification letter of non-filing from the IRS. The form to request is 4506-T and can be found on irs.gov.
 - **NOTE:** If you filed your taxes and are unable to locate you can request the transcript of your Federal taxes by submitting form 4506-T to the IRS. The form can be found on irs.gov.
10. _____ W2 and/or 1099-R Forms: 2020
11. _____ Interest, dividends and other net income of any kind from real or personal property.
12. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:
 _____ Checking accounts – Last **three (3)** months of statements – EVERY PAGE - FRONT AND BACK.
- **NOTE:** If you have cash deposits or non payroll or income deposits you MUST identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.
 - **NOTE:** Do NOT provide a running transaction list of activity. You must provide the individual statements.
- _____ Pre-paid debit card statements – current month.
- **NOTE:** This is NOT your ATM/Debit card. This is usually a separate debit card statement showing income deposited directly onto the debit card, i.e. Social Security or other regular income.
 - **NOTE:** If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.
- _____ Saving accounts – last three months of full statements
- _____ Revocable trusts
- _____ Equity in rental property or other capital investments
- _____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds and Money Market Accounts including all individual retirement accounts, 401K, Keogh accounts and Retirement and Pension funds.
- _____ Cash value of Whole Life or Universal Life Insurance Policy.
- _____ Personal Property held as an investment
- _____ Lump-sum receipts or one-time receipts



13. ____ Proof of student status for dependent household members over age of 18 and full-time students. Letter from High School or College providing student status, full time or part time for current or next semester.
14. ____ A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application, i.e. letter from doctor.
15. ____ If the applicant is in the process of a divorce or separation, the applicant must provide legal documentation the divorce or separation has begun or has been finalized. Information must be provided regarding the distribution of family assets.

We understand if we do not provide all applicable financial documentation we will not be included in the lottery.

We understand that in such an event we will be notified after the application deadline that our application is incomplete.

We also acknowledge that MCO Housing Services, LLC will not make any changes to our application, before the deadline date.

Print Applicants Name(s): _____

Applicants Signature

DATE

Co-Applicants Signature

DATE

See page XX for return information.



Chloe's Path Apartments
Harwich, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information. I/We direct any employer, landlord or financial institution to release any information to MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees and consequently the Projects Administrator, for the purpose of determining income eligibility for Chloe's Path Apartments in Harwich, MA.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address



Return the following to MCO Housing Services, LLC:

1. Completed, signed and dated application
2. Signed and dated Affidavit and Disclosure Form
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form
4. All required financial and other documentation
5. Complete, signed and dated *Release of Information Authorization Form*
6. Proof of Local Preference
7. Documentation for Special Accommodations
8. Identification for all household members

RETURN ALL, postmarked on or before the TBD application deadline to:

MCO Housing Services, LLC
P.O. Box 372
Harvard, MA 01451

Overnight mailing address: 206 Ayer Road, Suite 5, Harvard, MA 01451

Phone: 978-456-8388
FAX: 978-456-8986

Email: lotteryinfo@mcohousingservices.com

TTY: 711, when asked 978-456-8388

NOTE: If you are mailing your application close to the application deadline, you must go into the Post Office and have them date stamp and mail. We are advised mail from collection boxes are often sent to the central sorting facility which only use bar codes and may not date stamp your mail. This will not allow to verify you have met the time deadline. *If we receive an application after the deadline with only a barcode, it will be counted as a late application and will not be included in the lottery.*





FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

| FY 2021 Income Limit Area | Median Family Income <input type="button" value="Explanation"/> | FY 2021 Income Limit Category | Persons in Family | | | | | | | |
|--|--|--|-------------------|---------------|---------------|---------------|--------|--------|--------|---------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Barnstable Town, MA MSA | \$89,300 | Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/> | 34,050 | 38,900 | 43,750 | 48,600 | 52,500 | 56,400 | 60,300 | 64,200 |
| | | Extremely Low Income Limits (\$)* <input type="button" value="Explanation"/> | 20,450 | 23,350 | 26,250 | 29,150 | 31,500 | 35,580 | 40,120 | 44,660 |
| | | Low (80%) Income Limits (\$) <input type="button" value="Explanation"/> | 54,450 | 62,200 | 70,000 | 77,750 | 84,000 | 90,200 | 96,450 | 102,650 |

NOTE: Harwich town is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the **Barnstable Town, MA MSA**.

The **Barnstable Town, MA MSA** contains the following areas:

BARNSTABLE COUNTY, MA TOWNS OF Barnstable Town city, MA; Bourne town, MA; Brewster town, MA; Chatham town, MA; Dennis town, MA; Eastham town, MA; Falmouth town, MA; Harwich town, MA; Mashpee town, MA; Orleans town, MA; Provincetown town, MA; Sandwich town, MA; Truro town, MA; Wellfleet town, MA; Yarmouth town, MA; and Yarmouth town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

| | | |
|---|---------------------------|-------------------------------------|
| Locality Housing Assistance Corp. | Unit Type Multi | Date (mm/dd/yyyy) 12/1/19 |
|---|---------------------------|-------------------------------------|

| Utility or Service | Monthly Dollar Allowances | | | | | | |
|-------------------------------|---------------------------|--------------|--------------|--------------|-------|--------|---------|
| | 0 BR | 1 BR | 2 BR | 3 BR | 4 BR | 5 BR | |
| Heating | a. Natural Gas | 43 | 49 | 55 | 62 | 68 | 74 |
| | b. Bottle Gas | 72 | 85 | 98 | 112 | 126 | 140 |
| | c. Oil / Electric | 57/47 | 66/54 | 77/71 | 88/87 | 99/103 | 110/120 |
| | d. Coal / Other | | | | | | |
| Cooking | a. Natural Gas | 4 | 5 | 7 | 9 | 12 | 14 |
| | b. Bottle Gas | 8 | 10 | 14 | 19 | 23 | 27 |
| | c. Oil / Electric | 10 | 12 | 17 | 22 | 27 | 32 |
| | d. Coal / Other | | | | | | |
| Other Electric | 37 | 44 | 61 | 78 | 95 | 112 | |
| Air Conditioning | | | | | | | |
| Water Heating | a. Natural Gas | 10 | 12 | 17 | 23 | 28 | 33 |
| | b. Bottle Gas | 20 | 24 | 34 | 45 | 56 | 66 |
| | c. Oil / Electric | 16/25 | 19/30 | 27/38 | 35/46 | 44/55 | 52/63 |
| | d. Coal / Other | | | | | | |
| Water | 48 | 50 | 62 | 81 | 99 | 118 | |
| Sewer | | | | | | | |
| Trash Collection | 14 | 14 | 14/14 | 14 | 14 | 14 | |
| Range/Microwave | | | | | | | |
| Refrigerator | 52 | 52 | 52 | 52 | 52 | 52 | |
| Other - specify TOTALS | | † 192 | † 239 | † 285 | | | |

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

| | | |
|---|---------------------------|-----------------------|
| Name of Family _____ Address of Unit _____ Number of Bedrooms _____ | Utility or Service | per month cost |
| | Heating | \$ _____ |
| | Cooking | _____ |
| | Other Electric | _____ |
| | Air Conditioning | _____ |
| | Water Heating | _____ |
| | Water | _____ |
| | Sewer | _____ |
| | Trash Collection | _____ |
| | Range/Microwave | _____ |
| Refrigerator | _____ | |
| Other | _____ | |
| Total | \$ _____ | |



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: 2021 Income Limits

PROPERTY: Sisson Road Apartments

FMR AREA: Dukes County

FINANCING PROGRAM: DHCD

Utility Allowance: Housing Assistance Corporation As of: 12/1/2019

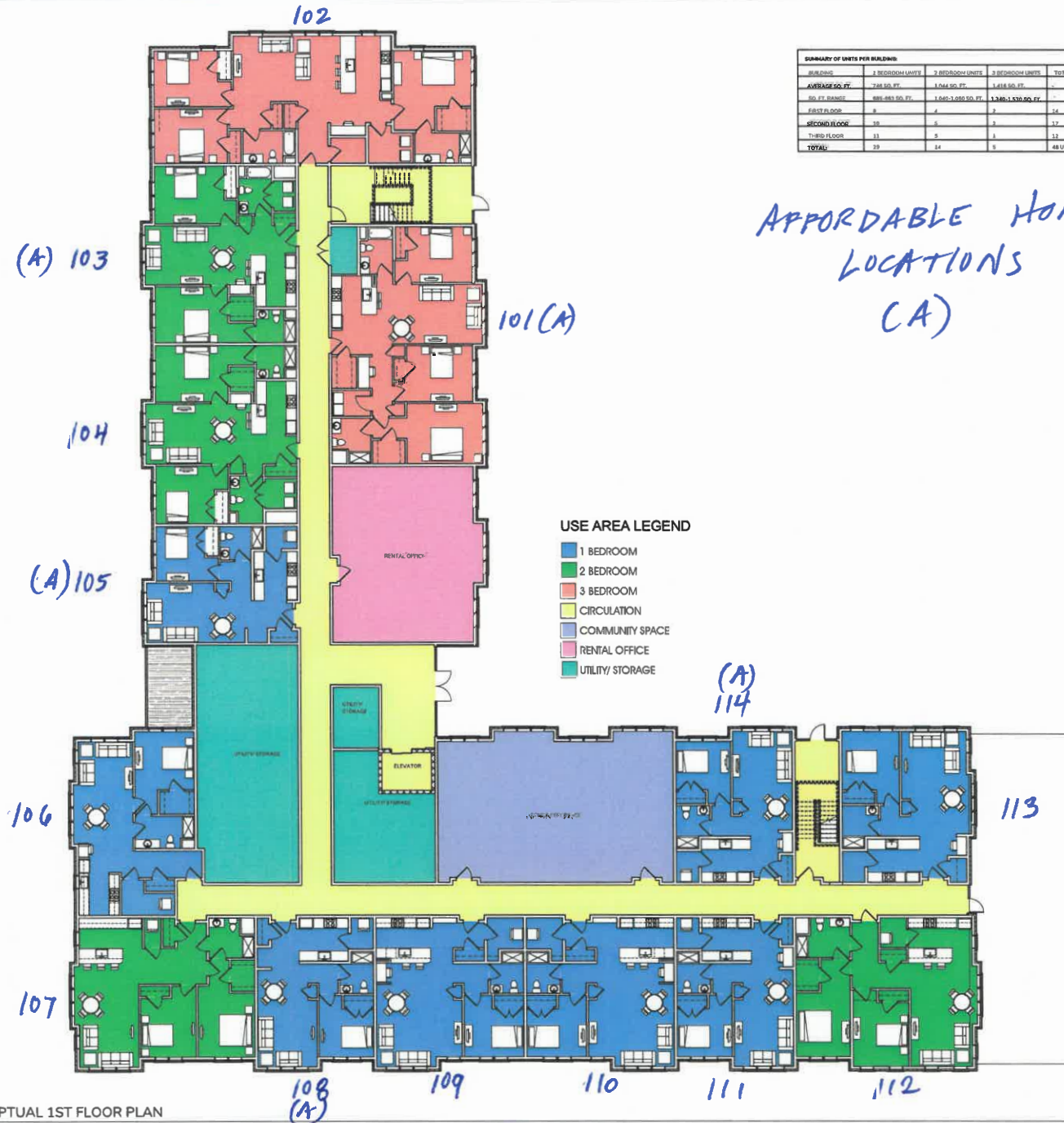
* 30% of Median

| Dukes County | Household Size | 80% Median Income | Monthly Income | Max Rent* | Utility Allowance* | Final Rent |
|--------------|----------------|-------------------|----------------|-----------|--------------------|------------|
| 1 Bedroom | 2 | \$62,200 | \$5,183 | \$1,555 | \$192 | \$1,363 |
| 2 Bedroom | 3 | \$70,000 | \$5,833 | \$1,750 | \$239 | \$1,511 |
| 3 Bedroom | 4 | \$77,750 | \$6,479 | \$1,944 | \$285 | \$1,659 |

* HUD Form Attached

| SUMMARY OF UNITS PER BUILDING | | | | |
|-------------------------------|-----------------|---------------------|---------------------|----------------|
| BUILDING | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 748 SQ. FT. | 1,044 SQ. FT. | 1,418 SQ. FT. | - |
| SQ. FT. RANGE | 681-881 SQ. FT. | 1,040-1,090 SQ. FT. | 1,340-1,570 SQ. FT. | - |
| FIRST FLOOR | 3 | 4 | 2 | 9 |
| SECOND FLOOR | 10 | 6 | 2 | 18 |
| THIRD FLOOR | 11 | 5 | 1 | 17 |
| TOTAL | 24 | 15 | 5 | 44 UNITS TOTAL |

APPORDABLE HOME
LOCATIONS
(A)



1 CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"

203



| SUMMARY OF UNITS PER BUILDING | | | | |
|-------------------------------|-----------------|-------------------|---------------------|----------------|
| FLOOR | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 785 SQ. FT. | 924 SQ. FT. | 1,416 SQ. FT. | - |
| SQ. FT. RANGE | 681-883 SQ. FT. | 840-1,080 SQ. FT. | 1,345-1,830 SQ. FT. | - |
| FIRST FLOOR | 8 | 2 | 2 | 12 |
| SECOND FLOOR | 10 | 5 | 2 | 17 |
| THIRD FLOOR | 13 | 5 | 1 | 19 |
| TOTAL | 29 | 14 | 5 | 48 UNITS TOTAL |

AFFORDABLE HOME
LOCATIONS
(A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE

1 CONCEPTUAL 2ND FLOOR PLAN
1/8" = 1'-0"

DATE ISSUED: 06/18/2021

REVISIONS:

DRAWN BY: Author

SCALE: As Indicated

DRAWING NO.:

SD-1.2

1/8" = 1'-0"

303

(A) 304

305

306

307

308

309

310

311

312

313

302

301

(A) 317

316

315

314

| SUMMARY OF UNITS PER BUILDING | | | | |
|-------------------------------|-----------------|---------------------|---------------------|----------------|
| BUILDING | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TOTAL UNITS |
| AVERAGE SQ. FT. | 748 SQ. FT. | 1,044 SQ. FT. | 1,416 SQ. FT. | |
| SQ. FT. RANGE | 490-893 SQ. FT. | 1,040-1,090 SQ. FT. | 1,340-1,430 SQ. FT. | |
| FIRST FLOOR | 8 | 4 | 2 | 14 |
| SECOND FLOOR | 10 | 8 | 2 | 20 |
| THIRD FLOOR | 11 | 8 | 1 | 20 |
| TOTAL | 29 | 14 | 5 | 48 UNITS TOTAL |

AFFORDABLE HOME LOCATIONS (A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE

1 CONCEPTUAL 3RD FLOOR PLANS
1/8" = 1'-0"

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality – **See Section II**
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender - **See Section IX**
4. Map of community showing location of site - **See Section I**
5. Check payable to DHCD - **See Section I**
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
See Section XII
 - HUD Income Limits Form
 - HAC Utility Allowances
 - Affordable Rent Calculations by Bedroom Size
7. Copy of site control documentation (deed or Purchase & Sale or option agreement) - **See Section VI**
8. 21E summary (if applicable)
9. Photographs of existing building(s) and/or site - **See Section VIII**
10. Site Plan showing location of affordable units – **See Section XII**
11. Sample floor plans and/or sample elevations - **See Section VII**
12. Proposed marketing and lottery materials- **See Section XII**

N. B.: Appraisal: DHCD will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by DHCD.

NOTE – The Following page is a copy of an APPROVED by Right Subdivision of the property. This is the basis of the value of the sale and can be utilized by DHCD’s Appraiser.



Town of Harwich Board of Health

732 Main Street Harwich, MA 02645

508-430-7509 – Fax 508-430-7531

E-mail: health@town.harwich.ma.us

July 22, 2021

Chloe's Path Comments

Increased housing is a necessity in Harwich, and on Cape Cod in general. This project is an excellent way to assist many individuals in the area in need of housing. Social Determinants of Health, which are included in Healthy People 2030, lay out that safe housing, transportation, and neighborhoods are major factors that impact overall health and well-being. This project is proposed in a safe, and convenient location. The bus stop is a great addition for public transportation options. The Cape in general is typically not walkable, but this location does provide a variety of areas that are walkable, such as the grocery store and Main Street stores and restaurants. Although I fully support this proposal, I do have the following comments and suggestions:

1. I suggest having a strict recorded occupancy limit in writing for each individual dwelling unit. Many one bedroom or studio units are being proposed, and I foresee a potential issue with occupancy limits arising. If the lease agreement holds the condition of maximum occupancy, that may be a way to remediate a potential issue of overcrowding.
2. Shared spaces are important for social and mental health. I suggest thought goes into having multiple common area for socializing, as well as an on-site gym or workout facility.
3. Since there are units with multiple bedrooms, families will be present on site. It would be an appropriate addition to have a designated playground or play area for children.
4. Many housing units restrict or limit pets. Cape Cod is a very pet friendly location, and I would love to see pets allowed. A small designated fenced in area for pets would mimic many off Cape facilities.
5. The first floor space would be perfect for a small coffee shop or convenience store. This would require additional permits, but is something to consider to improve resident's possibilities.
6. Smoking should be banned from the property. If it's not feasible to ban smoking on the entire property, I suggest it should be prohibited indoors or within 50 feet of the building.
7. All requirements from 105 CMR 410.00, Minimum Standards of Fitness for Human Habitation, must be met and maintained.
8. Either a groundwater discharge permit or sewer permit must be obtained prior to building permit approval.

Please contact me should you have any follow-up questions. Thank you for your attention to these comments and suggestions.

-Katie O'Neill, Harwich Health Director

From: Jon Idman
Sent: Monday, July 19, 2021 4:45 PM
To: Meggan Eldredge
Subject: RE: Proposed Affordable Housing Apartments

Hi Meggan,

The project site is within mapped rare species habitat under MESA, which requires state permitting and approval for the project by NHESP.

Based on our preliminary discussions, the applicant acknowledges, albeit in a general way, the need to modify the existing NHESP approval as it was predicated on the previously proposed 7 lot single family residential subdivision and not the current multifamily 40B project. We could ask what further discussions or progress the applicant has made with NHESP regarding the MESA permit modification.

It might benefit the town (and the applicant) to better understand at an early stage what might be required to modify the existing MESA/ NHESP approval for the project site.

The MESA/ NHESP approval fundamentally affects the siting of the building under the 40B proposal, though I recognize that such approval is independent and outside of the ZBA's 40B jurisdiction and review.

The proposed building is sited in an area that is restricted from development under the existing, recorded MESA/ NHESP approval documents, among other outstanding limitations or requirements set out in that approval.

Jon

Joe Powers

From: Carpenter, Scott
Sent: Thursday, July 22, 2021 11:17 AM
To: Joe Powers
Subject: 40B Development Behind the Police/Fire Station

Joe,

Brian Bush from Heritage Properties proactively reached out to me for my insights on the 40B development proposed behind the fire/police station. I also went to the abutters meeting Monday evening at the conference room in the public safety building.

From a school perspective, I don't see any problems with the project and its proximity to Monomoy but have one minor reservation regarding traffic flow during Harwich Elementary drop-off and pick-up times. As it is, the number of cars coming to pick up or drop off students at the elementary school often finds cars backed up onto Sisson Road. While this is a fleeting daily occurrence, we can expect that a 90+ unit apartment building in the vicinity will only magnify the congestion. I don't have an easy solution and can't make all families take advantage of the free bus transportation provided by the district.

I am concerned about the aesthetics of the project, not that this will impact the school or its functions. The choice to have this be a three-story structure, slightly visible above the treeline seems odd. If the project were only two stories and roughly 60+ units, it would be nestled and largely out of sight, but three stories make it taller than the high school (the largest building around). I don't see how the design fits within the Harwich and Cape Cod landscape as a three-story structure.

From a housing perspective, I'm hopeful that the affordable housing units will be available to and accessed by young families and challenged Brian with a goal of seeing at least 18 children accessing the 38 two and three-

bedroom apartments in such a project. I am also hopeful that the apartment units could mitigate some of the lack of housing available in the region, particularly for those with financial need.

It's not just those with financial need who are hurting because of the current housing crisis. This is will be my ninth year here at Monomoy, and for the first time, we are finding ourselves unable to hire some great teachers because they can't find housing after we offer them a position. I've lost three finalists this year because of a lack of housing. There is a major need for reasonably priced, year-round, housing for our municipal/school employees.

Feel free to share this email with your Board if you think it would be helpful in their decision-making.

Scott

Scott Carpenter, Ed.D.
Superintendent
Monomoy Regional Schools
425 Crowell Road, Chatham, MA 02633
Office: 508-945-5130

From: Richard Waystack
Sent: Wednesday, July 14, 2021 3:38 PM
To: Ellen Powell; Joe Powers
Cc: Meggan Eldredge
Subject: Re: Proposed Affordable Housing Apartments

Good afternoon! Thank you for forwarding the proposal for Chloe's Path. My two questions are, the affordable rents are what are normally charged for market rate locally (as a Landlord with 6 rental units) and on the Sisson Road example, they used Dukes County data, and who will manage the apartments when completed? Will there be an on-site manager or management company present?

Pleased to see the thought of apartments, but the rents seem high for "affordable" and the plan seems to be geared specifically to housing vouchers in particular.

Thanks!

My very best,

Richard Waystack, CRS

2020 National President, Residential Real Estate Council (CRS)

Executive Broker, Platinum Member

Jack Conway Real Estate, License #136018-B

rwaystack@waystack.com

Text or Cell: 508-776-0964

www.waystack.com

Thank you for trusting me with your referrals!

From: jon.chorey
Sent: Thursday, July 15, 2021 9:54 AM
To: Ellen Powell
Cc: Joe Powers; Meggan Eldredge
Subject: Re: Proposed Affordable Housing Apartments

Thanks Ellen for letting me know about this project. Is this project off Sisson Road? Do you have a link to information that is on the Town web-site?

Thanks again,

Jon

July 22, 2021

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

RE: Chloe's Path 40B Proposal

Dear members of the board,

I am the owner of 195 Sisson Road and after a community meeting held on Tuesday evening, July 20th, I have significant concerns about the scope and scale of the proposed development on Chloe's path.

I was born and grew up on Cape Cod and I am intimately familiar with the challenges of finding affordable and stable rental housing in this community. One of the reasons I decided to buy rather than rent was because I wanted control and stability over my living situation. I realize I was incredibly fortunate to have that option. I am for creating more rental housing that fits within the fabric of our towns and villages. However the claims made at the meeting on Tuesday night that this 96 unit, 300 person occupancy development will be a gift to the housing market on Cape are disingenuous at best. It does not take an expert to see through the veil of offering only 24 "affordable" units out of 96, which are not guaranteed to go to people already living, working, and in dire need of housing on cape as an excuse for the owner and developers to maximize their profits while offering a minimal return benefit for the community. This is financial greed disguised as altruism.

The massive size of this development poses traffic risks on an already busy street with the entrance to Chloe's Path directly across from a school drop off entrance and exit at the community center, connecting to a major road to the south (rt 28) and to the already dangerous intersection of Sisson, Main street and 124. Compound this with traffic from the new mini golf constructed on Sisson, the grocery store on Sisson and people coming and going from the school and highway, this seems like a recipe for a traffic nightmare. Not to mention the congestion that would hinder the first responders coming and going at the police and fire station. At this community meeting the developers admitted no traffic studies had been done, and that on their current timeline they would not be done until the fall which would not take into account the dramatic rise in traffic in the summer months.

There were also no privacy or safety considerations for current direct abutters on Sisson. Five homes would be directly backing up onto this development. As a single female that lives alone and a survivor of sexual assault in my own living space at the time, the idea of 300 plus people and their visitors, delivery drivers, utility workers etc coming and going on a daily basis with direct sight and access to my backyard is horrifying. I have spoken with homeowners who live near the apartment complex in Yarmouth on 28 on the site of the former Cavalier motel and they

say that there is an immense spillover effect into the surrounding residential neighborhoods of constant foot traffic of smokers, littering of cigarette butts, nip bottles, and general loitering to the extent that it harms business in the nearby plaza. When we think of the proximity of this site to Harwich Elementary School, does this sound responsible? When we think of attracting tourist dollars to our town, does this sound like the kind of environment people are expecting when they visit Cape Cod? This sounds like it belongs in Boston or the surrounding neighborhoods, not next to a small residential coastal village.

The plan of 7 duplexes as mentioned in the May 24th selectmen's meeting sounds much more sustainable and within reason to fit into the existing space and neighborhood, making space for families and taxpayers invested in keeping their neighborhood safe without such a strain on services or safety. The transition to an apartment complex of this scale is baffling and can only be explained by financial gain for the developers and owners.

I am all for building rental housing that fits the needs of our community. But this development in its current state will irrevocably change the footprint of this community while offering little benefit to the people that need reliable housing the most. Overdevelopment in such a small area already burdened with delicate infrastructure is not the answer to the Cape's housing crisis. The assertion by Andrew Singer, the lawyer representing the development, that this would help the town achieve its affordable housing quota or goal, while it may be a legal loophole, is a misrepresentation of the reality of how this would impact the community with little benefit to those who need affordable housing the most.

I question why the town would be so permissive with a proposal of this scale, when it would not add to the tax base and long term financial health of the town in any real way. I am also concerned as to why there was no representation from the BoS at this community meeting. How could you accurately ascertain the interest or concerns of a community if you are not present to do so?

Please consider asking the developers at Monday night's meeting to pause this project until further information and data regarding traffic, safety, wastewater and community impact can be studied, with real answers and solutions delivered to the current residents in this area as well as asking them to reconsider the overall size and scale, which in its current form does not sound sustainable or safe.

Sincerely,

Karen Beaty

From: Contact form at Harwich MA
Sent: Friday, July 23, 2021 3:25 PM
To: Joe Powers
Subject: [Harwich MA] Chloe's Path Proposal (Sent by Robert Clobridge, perceptualmoment@gmail.com)

Hello jpowers,

Robert Clobridge (perceptualmoment@gmail.com) has sent you a message via your contact form (<https://www.harwich-ma.gov/user/1733/contact>) at Harwich MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.harwich-ma.gov/user/1733/edit>.

Message:

I live at 225 Sisson Road and am a direct abutter to the proposed Chloe's Path project. I am in full agreement with the letter submitted by Peter Gori et al. I would like to offer that I believe that it would be highly irresponsible for our town leadership to endorse this plan without more in-depth analysis. Of particular concern are traffic/safety and environmental/water issues. There is no question that affordable housing is needed on the Cape, but the scope of this project demands more review. Thank you for your service to the town.

Robert Clobridge
PO Box 606
West Harwich MA 02671

SISSON ROAD – CHLOE’S PATH ABUTTERS

July 21, 2021

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

RE: Chloe’s Path 40B Proposal

Dear Chairman MacAskill and Members of the Board,

My name is Peter Gori, and while I grew up in Harwich many years ago, my family and I recently returned to town, having recently purchased a home at 226 Sisson Road. As a real estate professional and former resident who has been exploring the purchase of a home here for several years, I have followed the many and several prior schemes for the development of Chloe’s Path for some time.

I appreciate the opportunity to submit the following introductory comment letter on behalf of myself and my fiancée and co-owner, Lesley Cannon, as well as several of our neighbors. We believe this initial feedback echoes many, but by no means all, of the comments and sentiments posed by community members, neighbors, and direct abutters to the proposed project site last night, Tuesday, July 20, 2021, during the proponents’ first open “community” forum. We will follow this letter with a more detailed list of the many issues which were raised last night and multitude questions that we feel must be answered by the proponents through the public review of the proposed project and before any further actions are taken by either the Town, the State, or the proponents.

First, we want to state publicly and emphatically that many of our households support affordable housing broadly and, specifically, that we support the creation of *mixed-income* housing of all sorts, including multifamily rental apartments whenever and wherever appropriate, including across the Town of Harwich, along Sisson Road, and even at Chloe’s Path. I have personally spent most of my professional career in commercial real estate and development, and I spent a decade working as a Senior Manager at the urban planning and development agency of the City of Boston. I am, in no way, shape, or form, anti-development, anti-affordable housing, or a NIMBY, nor are my new neighbors. Many of us also consider ourselves well-informed as to the need for significant numbers of new housing units to be built across the Cape and the Islands to help stem the affordability and inventory crisis that we see today.

However, this project in its current form has been poorly rolled-out and it is poorly conceived. The project, at 96 units, over 150 parking spaces, and a projection of upwards of 300 new residents is simply entirely too large for the site itself, and out of scale with its neighborhood and environmental context. In addition, the proponents have skillfully but somewhat disingenuously presented this project as at the *beginning* of a lengthy permitting and development arc, while also submitting to this Board a request for a formal endorsement of its project to the Commonwealth with little-to-no meaningful community engagement and even less concrete, but no less necessary data as to the obvious and certain impacts of the proposal on our own immediate neighborhood, the nearby school and the Monomoy District as a

SISSON ROAD – CHLOE’S PATH ABUTTERS

whole, the Harwich Center Historic District, other nearby cultural and natural resources, or to the larger year-round and seasonal community and our quality of life.

It is also glaring, for a more than \$27,000,000.00 for-profit development project, that the proponents have not identified a single community benefit or – more sensibly – an overarching mitigation package to begin with, one that they no doubt should have teased or unveiled in these first several public forums. This lack of preparedness and seeming disinterest in the many other needs of the community, including the neighboring school, or otherwise, is simultaneously flabbergasting and frustrating to us as neighbors and observers of similarly sized developments across the Cape and beyond.

For these reasons and the detailed criticisms and questions to follow, we therefore urge the Selectmen and the Town Administrator’s office to reject the proposal in its current form without prejudice. We urge this Board to ask the proponents to voluntarily withdraw all applications to the Town or State immediately and go back to the drawing board. Further, we request that the proponents voluntarily slow their current trajectory and timeline(s) until they are willing and able to fully and publicly describe and present - and then conduct - a comprehensive and transparent community and permitting process. We request that this include a wholesale rethinking of the design, scale, and nature of their proposal including – most importantly – the completion and presentation of a series of studies of the significant potential and likely transportation and environmental impacts of what is undoubtedly the largest residential development proposal of its kind in this area for a generation.

These studies, in our opinion, must be undertaken in the light of day, and with public input and scrutiny from residents, abutters, nearby businesses, and area affordable housing advocates, among others. They should be scoped by the Town staff and line departments, presented more deliberately with the public and this Board as well as other State and Local agencies which ultimately may have jurisdiction of a project of this size and importance. These local departments and Boards need no further enumeration here but, at the very least, the Town and proponent should come together to acknowledge that the nature of the site should require a complete and exhaustive review by the Mass Department of Environmental Protection, MassDOT, and, perhaps, the Cape Cod Commission, among others.

Given my experience and the experience and interests of my neighbors, we respect the Town’s own challenge in stimulating interest in the development of affordable housing in Harwich and the challenging balance you face in identifying and sorting through the many issues that must be honestly and thoughtfully addressed by both the public review agencies, staff, and elected and appointed Boards responsible for harnessing and managing growth. We also acknowledge how projects must be financed and executed by the private sector to help deliver new, modern, and accessible housing to our communities. We further respect the Town Administrator’s office’s efforts to date and its direction to the proponent(s) to have their presentation aired publicly at the BoS as an informational presentation back in May before the airing of the project began, “on social media”.

However, due to the lack of meaningful and proactive communications by the proponent or the Town to unveil and plainly explain such a massive proposal for a neighborhood cul-de-sac prior to last night, we feel that this entire process to date has proceeded out of sequence. Further, because of a series of reported missteps by prior developers and an inability or unwillingness by either to rectify any number of civil engineering, construction, environmental permitting, and communications issues that occurred before, we again feel that the proposal should be rejected without prejudice and a complete and total review be conducted of what preceded this current proposal and how a multifamily project of any scale might be built safely on this site.

SISSON ROAD – CHLOE’S PATH ABUTTERS

We respectfully submit this letter on behalf of, the following neighbors, on this 21st day of July, 2021:

Peter Gori and Lesley Cannon, 226 Sisson Road
Tom and Carol Thibert, 221 Sisson Road
Karen Beaty, 195 Sisson Road
David and Anna Lafebvre, 210 Sisson Road
Sara Zuspan and Ian Macinnis-Barker, 228 Sisson Road
Jay and Mary Walpole, 214 Sisson Road
Kathy Clobridge and Michael Tuck, 225 Sisson Road

Sincerely yours,

A handwritten signature in black ink, appearing to read "Peter Gori". The signature is written in a cursive style with a prominent initial "P" and a trailing flourish.

CC: Joseph Powers, Town Administrator
Meggan Eldridge, Asst. Town Administrator
Harwich Board of Appeals
Harwich Conservation Commission
Amy Usowski, Conservation Commission
Senator Julian Cyr
Representative Sarah Peake

From: Carol Coppola
Sent: Thursday, July 22, 2021 12:45 PM
To: Joe Powers ; Michael D. MacAskill
Cc: Danielle Delaney ; Ellen Powell
Subject: Hotel/Motel/Short-term Rental

Hi Joe and Michael,

I have been asked to gather information on excise taxes for overnight accommodations. Harwich initially began charging 4% excise tax on hotels/motels as of January 1, 1987. Beginning July 1, 2019 the Commonwealth, in part, began assessing the state excise tax (5.7%) as well as the local option of 4% to short term rentals. A breakdown of revenue received over the past three years is presented below:

Traditional & Short-term Rental Lodging

| <u>Fiscal Year</u> | <u>Traditional</u> | <u>Short-term</u> | <u>Total</u> |
|--------------------|--------------------|-------------------|--------------|
| 2019 | 684,793 | | 684,793 |
| 2020 | | | 905,397 |
| 2021 | 506,474 | 626,351 | 1,132,825 |

Note: Fiscal year 2021 was the first year the State had the ability to separate traditional lodging from short-term rental.

Please let me know if you would like further information.

Carol

Carol Coppola, CPA, CFE
Finance Director/Town Accountant
Town of Harwich
732 Main Street
Harwich, MA 02645
508 430-7518 x 3335
Harwich-ma.gov

Jack McLaughlin
PO Box 1698
Harwich, MA 02645
July 9, 2021

Mr. Michael MacAskill
Selectman's Office
Harwich Town Hall
732 Main Street
Harwich, MA, 02645

RE: Harwich Center Parking

Mr. MacAskill

I've been coming to this area of Cape Cod for years and I have been living here year-round for the last 4 years since my retirement. My daughter has been living here for almost 20 years, so I'm here to stay.

I was quite surprised when the new store was built on the old gas station land in the center. I always thought that the town would purchase the land for parking, but that didn't happen. Then in May of this year I was surprised to see that several street parking spaces were eliminated. That led me to ask the following question.

Has the town ever thought of approaching/working with the landowners/businesses/abutters in Harwich Center to purchase, lease, establish easements, give tax credits to, etc. to develop a public parking lot that all could use? This could possibly eliminate most if not all street parking in the center. There could be entrances/exits and/or just an entrance or exit for vehicles and pedestrians to Main Street (Route 39), Sisson Road (Route 39&124) and/or Parallel Street as shown in the shaded area of the enclosed sketch. I'm sure that there would be enough parking spaces that would be available for all concerned.

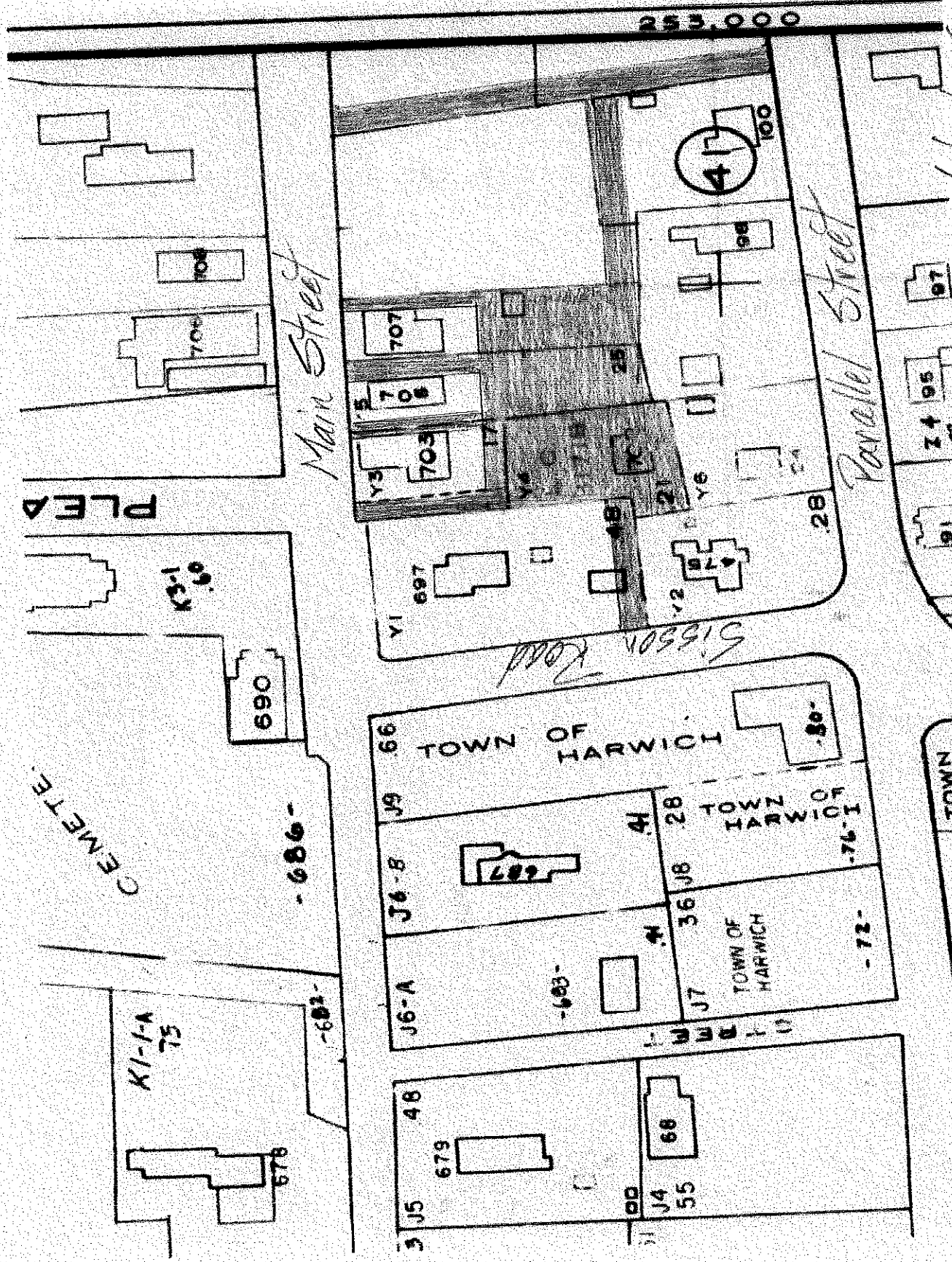
It's just a thought, it may be worth a preliminary review.

Regards,


Jack McLaughlin

Enclosure:
Parking Lot Sketch

cc:
Ms. Mary Anderson
Mr. Larry Ballantine
Mr. Donald Howell



Not to scale
7.9.2011

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From: Lane Meehan <lane@capecodtileworks.com>

Sent: Wednesday, June 16, 2021 4:27 PM

To: Larry Ballantine <larryballantine@capecodtileworks.com>; Lane Meehan <lane@cshoredesigns.com>;

Joe Powers <jpowers@capecodtileworks.com>; Michael D. MacAskill

>; Don Howell <dhowell@capecodtileworks.com>; Ed McManus

>; Danielle Delaney <danielle@capecodtileworks.com>; Meggan

Eldredge

Cc:

>; Marietta Nilson

>; Adele and Pete Geraghty <

>; Tom Rioux

>; Gabriel Beaton <

>; Susan Sedor and Peter

Antonellis <antonellis@capecodtileworks.com>; Patti Macura

>; Jeffrey "New

Knees" Nilson <kneesnilson@capecodtileworks.com>

Subject: RE: Historical Harwich Center Meeting

Good afternoon Joe and Town selectmen,

Now that we have "tested" the new paint and layout of Harwich Center I would like to request a follow up meeting to discuss some of the findings.

The eliminated parking on the street in front of Odile's has very negatively impacted the flow of traffic in Harwich. Customers traveling from Harwich East/ Chatham/ Orleans can not park to come into our businesses. They are either forced to circle around Parallel street to direct themselves in the proper direction or they just drive past. This has also caused the traffic down Parallel Street to increase, as well as let people drive faster than ever with the road being a bit wider with no cars on the far side. The red paint? We can talk about that as well at the meeting and the plastic planters in the road need to also be addressed.

I think the ADA ramps and the crosswalks are a welcome addition!

Let us know when we can get together and discuss some of the findings.

I look forward to working with you on the revitalization of Harwich Center.

Thank you.

Lane Meehan

Request for Class III Marine Aquaculture Permit

**Submitted To:
Town of Harwich, Massachusetts
Board of Selectmen
Town Hall
732 Main St.
Harwich, MA 02645**

June 2021

**Jeff Lang and Daniel Ward, PhD
Nantucket Sound Bay Scallop Company
99 Riverside Dr.
Harwich, MA 02671**

June 4, 2021

Town of Harwich, Massachusetts
Board of Selectmen
Town Hall
732 Main St.
Harwich, MA 02645

Subject: Request for Class III Marine Aquaculture Permit
Nantucket Sound Bay Scallop Company, Harwich, MA

To Whom It May Concern,

Nantucket Sound Bay Scallop Company, LLC (NSBSC) is a commercially-focused shellfish aquaculture company which was started by Jeff Lang and Daniel Ward, PhD in 2019, with the goal of producing bay scallops in and around Cape Cod. Mr. Lang is new to aquaculture, and therefore, he has partnered with Dr. Ward, who owns Ward Aquafarms, LLC which has a robust research and innovation program with the ultimate goal of improving aquaculture production in the United States.

In August, 2019, Mr. Lang and Dr. Ward approached Mr. Heinz Proft, Natural Resources Officer and Shellfish Biologist for the Town of Harwich, about growing bay scallops in the Herring River. Mr. Proft was enthusiastic about a partnership to increase bay scallop populations in the Town of Harwich, while improving water quality in the river. Dr. Ward worked with the state Division of Marine Fisheries and federal Army Corp of Engineers to secure permits to allow for initial biological testing. The scallops were deployed in conjunction with Mr. Proft in September, and they grew very well throughout the fall. The scallops grew very well, and given the success of the preliminary trials, NSBSC would like to expand bay scallop production in the Herring River. The proposed system would be no bigger than the existing floats currently permitted and on site, and nothing would sit on the bottom or out into the channel.

In July 2020, the Board of Selectmen preliminarily approved the license to allow Mr. Lang and Dr. Ward to move forward with the Division of Marine Fisheries biological survey, consultation with other committees in Harwich, and presentation of the proposed project to the Conservation Commission. After securing all approvals, this is the final application to be presented to the Board to receive the license to farm bay scallops at 99 Riverside Dr., Harwich, MA 02671.

Sincerely,

Jeff Lang and Daniel Ward, PhD
Nantucket Sound Bay Scallop Company
99 Riverside Dr.
Harwich, MA 02671
Ph: 774-255-3030
Email: dan@wardaquafarms.com

1. Detailed Site Plan

The proposed plan for bay scallop growout in the Herring River, Harwich, MA, is located at 99 Riverside Dr., Harwich, MA 02671 (Fig. 1). The proposal activity is only to produce bay scallops (*Argopectin irradians*), which are native to Massachusetts waters, and no other species of shellfish.

In the area of the Herring River where the proposed farm would be located, there is high flow current (> 2 kts), depending on tidal prism. The bottom below the proposed area is mainly silty mud, areas of sand with half shells and old timbers and rocks from old wharf, with seaweed scattered throughout. There is no eel grass present anywhere throughout the proposed area. The bottom of the proposed area is not currently conducive to shellfish growth or survival, and therefore the water column above the poor quality bottom would be ideal to avoid conflicts with commercial and recreational shellfishermen.



Figure 1. Satellite image of the Herring River, Harwich, MA; inset box zoomed on 99 Riverside Dr.

The property has been utilized as a residence and boathouse since 1878, and all in-water structures were approved by the Massachusetts Department of Environmental Protection Chapter 91 program on 12/2/1994. All shellfish production will occur within the existing footprint, and there will be no additions to the square footage of the permitted structures (Fig. 2). The existing Chapter 91 permit is for a 8' wide by 35' long floating dock, and the existing dock will be used to hang bay scallops in trays underneath. This will remove the aquaculture activity from the

public eye, while maintaining the same boating functionality for the home owner, and having no adverse impact on the water body or other stakeholders in the area.



Figure 2. 99 Riverside Dr. Left image is of existing structures, permitted under MA DEP Chapter 91; red box in right image showing proposed floating downweller location.

Coordinates of all four corners:

41°39'52.40"N 70° 6'41.54"W NW
41°39'52.39"N 70° 6'41.43"W NE
41°39'52.05"N 70° 6'41.68"W SW
41°39'52.03"N 70° 6'41.59"W SE

2. Geophysical site characteristics

The site is 0.01 acres, and has water quality and flow characteristics which are ideal for bay scallop (*Argopecten irradians*) aquaculture. There are moorings to both the north and south of the lease site, and the docks adjacent on both the north and south side of the channel leading to Nantucket Sound.

3. Benthic habitat conditions

The bottom within and around the proposed site boundaries is mostly silty mud, without firm substrate. Adjacent to the proposed area, there is shoreline with has sand, cobble and large rocks leading up to the intertidal zone.

4. Proposed species, quantities, and densities

The species to be produced is native to Massachusetts waters: bay scallops (*Argopecten irradians*). All bay scallop broodstock will either be of wild origin from Massachusetts approved waters, from Ward Aquafarms, LLC growout site in Megansett Harbor (Falmouth license A11-

05), or transferred from a Massachusetts Division of Marine Fisheries-approved shellfish wholesale dealer or hatchery facility.

Additionally, Ward Aquafarms may source eggs, sperm, or eyed larvae from MA DMF-approved hatcheries throughout New England for setting within the Ward Aquafarms hatchery, and subsequent nursery growout following a clean pathology report approved by MA DMF.

5. Proposed physical structures

The proposed project would repurpose existing 8' wide by 35' long floating docks to grow bay scallops below the floats in the water below. The structures replacing the existing docks would be the same width, height, and freeboard above the water surface, and for all intents and purposes would appear as any standard floating dock (Fig. 3). Below the doors, are bay scallops being grown from a minimum of 10 mm shell height, through market size (minimum 60 mm shell height) year round. The structure may facilitate growth through upwelling flow, downwelling flow, or ambient flow through submerged trays. The footprint and square footage of cover is the same, with the only difference between water flow direction past the animals being either an upward motion, downward motion, or horizontal motion (ambient flow). The explanation below of upwellers is the same as the other proposed methods, with the only difference being flow direction.

Floating upwellers are known within the aquaculture industry as FLUPSYs (Floating Upweller SYstem), which protect fragile juvenile shellfish, and help increase food (microalgae) passing by the growing shellfish. The shellfish are purchased from a hatchery at approximately 1.5mm (about the size of a grain of sand). Up to 2 million oysters are then placed within the 8 bays of the upweller (Fig. 4), where they are grown until approximately ½-1", when they can then be moved to the grow out site.



Figure 3: Floating downweller with the doors closed to look like a standard dock.

The vast majority of the time, the upweller is closed, and appears to be like any other 8' x 20' wooden dock (Fig. 3). It is only when the upweller is open (2-4hrs per week) that anyone would know that there is anything else under the dock they are standing on. The principle of the upweller is that there is a central trough running down the center of the modified dock. Attached to that trough, slightly below the water line, are 4 silos (21"L x 21"W x 24"H) to both the right and the left (Fig. 4). Up to 250,000, 1.5mm bay scallops are placed in each silo, resting on 1mm mesh attached to the bottom. Water is pumped out of the trough using an Ice Eater pump (3/4hp, 600-900 gallons per minute), and the only place for water to refill the trough to come from is from the silos. The water to fill the silos must come from underneath the scallops in the silos, therefore more water is passed over the bay scallops, which means more food (microalgae in the water), which means faster growth. The faster the bay scallops grow, the faster they can be moved out to the grow out site, and the more likely they are to survive through the winter.

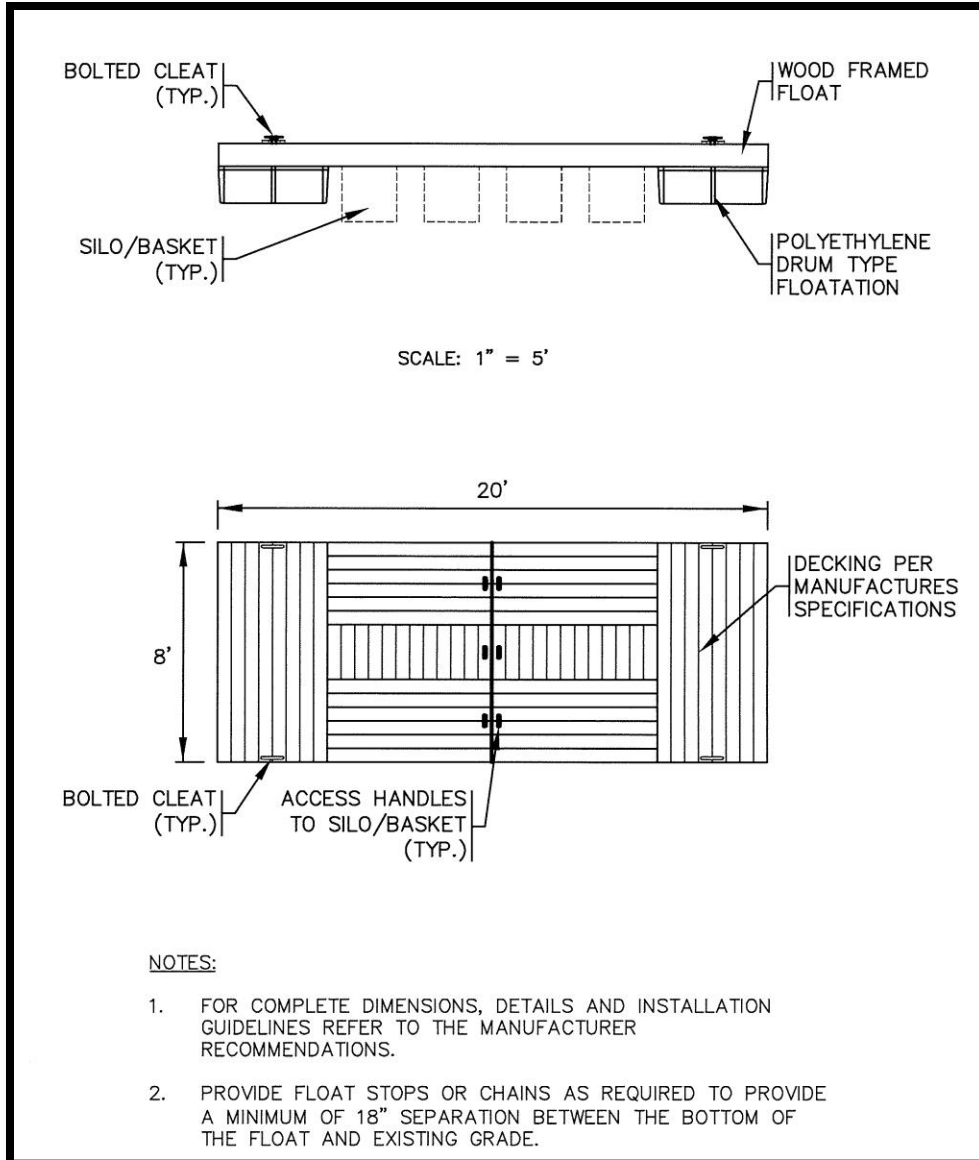


Figure 4: Floating upweller side and plan

The intent is not to have upwellers, downwellers (Fig. 5) and ambient flow systems in place simultaneously for the foreseeable future. The intent is to allow for the flexibility to temporarily install floating nursery systems in any location within the identified location at 99 Riverside Dr. at any time, such that the systems can be moved based on environmental circumstances, or any other reason which may require modifying the location of the nursery systems throughout the season. All of the nursery systems are temporary, and will only be installed within a slip while the floating docks are installed, which is generally from March 1 – December 31 each year.



Figure 5: Floating downweller with doors open to show silos.

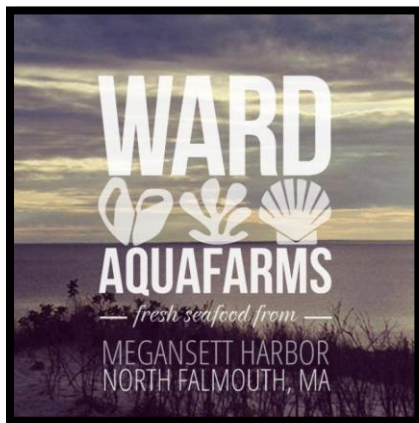
By installing a floating dock in the proposed location from March 1 through December 31 annually, the project will be contributing to improving water quality. Dr. Ward will provide materials to educate the public about the great ecosystem services provided by shellfish aquaculture, and he will also provide monthly demonstrations of aquaculture operations, and answer any questions about aquaculture in general.

- 6. Evidence of Municipal Shellfish Aquaculture License or conditional approval;**
- 7. Evidence of Municipal Wetlands Permit or determination of non-applicability;**
- 8. Evidence of application for Corps of Engineers, section 404 Permit or PGP;**
- 9. Transcript of local public hearing**

Appendix A: Ward Aquafarms, LLC Past Projects and Experience

The farm was initiated as a 2.60 acre farm, and was originally permitted to grow both Eastern oysters (*Crassostrea virginica*) and quahogs (*Mercenaria mercenaria*). The operation expanded to a nursery area in adjacent Fiddler's Cove in 2013, expanded the growout area to 10 acres in 2014, and was approved to start growing bay scallops (*Argopecten irradians*) in the same year. The farm currently comprises over 1,200 cages containing over 1 million oysters from 6 months to 2 years old. Each year the farm plants a minimum of 1 million oysters and 1 million bay scallops commercially, in addition to over 1 million shellfish planted through propagation efforts in collaboration with Cape Cod municipalities.

Ward Aquafarms owns three nursery systems, and real-time environmental sensor packages are installed on both the upwellers and downweller. Ward Aquafarms possesses all of the necessary equipment to run both a commercial oyster farm, and a high-quality field-based research operation. A 15' x 30' float is moored at the growout site. The site has a sorter, a 500W solar system, dual 390 Ah battery backup, thermal image camera installed, and 4G-connected WiFi enabled hot spot. This includes equipment such as: air compressor, air-powered clips guns, air-powered cutting tools, drills, saws, grinders, generators, solar power, battery backups, two winches, three 390 Ah deep-cycle batteries, tumblers, boats, marine-rated engines, SCUBA



equipment, underwater cameras, waterproof tablets (iPads), hooks, totes, bushel baskets, etc. For field-based research activities, all of the above equipment is available for use, in addition to: extensive glassware (beakers, flasks, graduated cylinders, etc.) extensive plastic volumetric research tools, digital calipers, digital scales, benchtop autoclave, laptops, software (arcGIS, SAS, Prism, Excel, Word, PowerPoint, Photoshop, Sketchup, etc.), recirculating pumps, tanks, heaters, and chillers.

Figure 6 : View of Ward Aquafarms' subtidal lease in Megansett Harbor, North Falmouth, MA.

In research and consulting, the core areas of competency involve aquaculture of many temperature species local to New England. This includes experience in non-profit municipal propagation, commercial production of numerous shellfish, finfish and seaweed species, research of many species of shellfish, finfish and seaweed species throughout the New England range, including in tanks, larval, juvenile, and adult stages, hatchery production, offshore aquaculture, submerged and floating. The project team also has experience in grant writing, publishing, marine engineering, aquaculture IoT, app development, water quality sensor development, harmful algae bloom detection and mitigation, education, outreach, including collaboration with farmers and regulators.

The proposed project will be primarily organized and managed by Daniel Ward, PhD. Dr. Ward is both the owner of Ward Aquafarms, and a research scientist, and has been managing the growing oyster company since its inception in 2011, and is the primary contact for all sales, permitting (3 sites), outreach and farm business. In the last 10 years, Dr. Ward has also either written or co-written, and subsequently organized and managed as a PI many federally funded

grants, including funding from, but not limited to: NOAA S-K, NOAA NH SeaGrant, NOAA RI SeaGrant, NOAA Woods Hole SeaGrant, NOAA Research Set Aside Program, USDA NRAC, USDA NE SARE and USDA AFRI NIFA. Ward Aquafarms, LLC has partnered with the Bourne Department of Natural Resources since 2017 to improve and maintain their propagation program, which has included a public:private partnership sharing labor, gear, and expertise for the benefit of Bourne shellfish resources. In addition, Ward Aquafarms, LLC has partnered with the Town of Falmouth, MA for the previous two seasons to grow bay scallops in Town upwellers, and 200,000 bay scallops have been donated to the Town of Falmouth for bay scallop restoration activities.

Ward Aquafarms also has a robust biological research program which tracks many different factors impacting farm performance, and correlates product yield and growth rates with the different factors to help both the existing farm, as well as other farmers succeed throughout New England. Over the past five years, the research has included tracking growth rates of scallops and oysters from nursery stage (1 mm) through final market product (75 mm) year-round, under different stocking densities, depths, gear configurations and farm areas. A two-year USDA-funded project assessing the impacts of the harmful algae *Cochlodinium polykrikoides*, has documented the impacts on commercially important shellfish species, and identified mitigation strategies. An ongoing NOAA Saltonstall-Kennedy project will continue to investigate bay scallop farming success in diverse environments throughout Cape Cod in many different gear types, with high environmental variability.



Figure 7 : Image of Cape Cod, with Megansett Harbor (North Falmouth, MA), inset. 10 acres permitted to Ward Aquafarms, LLC for shellfish farming shown as white boxes.

In the state of Massachusetts, prior to initiating commercial aquaculture activities, each farm must gain approval from the following local, state and federal agencies: Town Conservation Commission, Town Board of Selectmen, US Coast Guard: Private Aids to

Navigation, Commonwealth of Massachusetts Board of Underwater Archaeological Resources, Massachusetts Department of Marine Fisheries: Shellfish Propagation Permit, Massachusetts Department of Environmental Protection, US Army Corp of Engineers and 5 different Federally Recognized Indian Tribes. Ward Aquafarms, LLC has received approval from all of the above agencies to grow shellfish on their leases for commercial sale three times for the three separate leases in Falmouth. Given the extensive collaborations between Ward Aquafarms, LLC and the Towns of Bourne and Falmouth, MA, and all the permitting required for those projects, the principals are confident any and all regulations will be followed and all permits will be in place prior to starting any project activities.

Relevant Project Experience:

Town of Bourne, Massachusetts

In February of 2017, Dr. Ward was approached by Tim Mullens, the Shellfish Contrable and Director of Natural Resources for the Town of Bourne, MA. Mr. Mullens was interested in the innovative approaches utilized at Ward Aquafarms, and inquired about improving the methods, approach and output of the Bourne Propagation Program. Dr. Ward, in collaboration with Mr. Paquette and Mr. Tobi, designed and implemented a comprehensive inventory of the existing Bourne Propagation Program, improvements to be implemented in 2017, and research activities to be implemented to document program shellfish yield. The collaboration has continued into 2018, and resulted in a sustainable long-term public:private partnership. Ward Aquafarms contributes labor when needed, and expertise in culturing new species and improving the culture of existing species. This allows the Town of Bourne to reduce staffing costs, as Ward Aquafarms can dynamically supply labor only when needed, which improves employee utilization at the farm, and improves educational and outreach activities for both organizations. In 2017, Dr. Ward was able to increase the species cultured from simply eastern oysters and quahogs, to include soft shell clams (*Mya arenaria*) and bay scallops, which was welcomed both by the Town Board of Selectmen and local stakeholders. Ward Aquafarms was the principal firm operating two Town-owned upwellers, four subsequent nursery areas, four additional growout areas for aquaculture propagation (Fig. 3). Dr. Ward also collaborated on quahog relays, closing areas to harvest, shellfish sampling for disease testing, water sampling for fecal coliform, drafting propagation permit applications in collaboration with the Town Department of Natural Resources and the



MA Division of Marine Fisheries, and planting all shellfish produced throughout the year. Dr. Ward was instrumental in increasing the propagation program over 100% from 2017-2018, planting in excess of 1 million animals per year, over four separate species with distinct environmental preferences.

Figure 8 : Each star is one of the 12 locations managed throughout the Town of Bourne

in 2017 and again in 2018 by Ward Aquafarms, for public propagation activities in collaboration with the Town Department of Natural Resources.

In May of 2017 800 bushels of contaminated quahogs were relayed from the Tauton River to Phinney's Harbor, and the area was subsequently closed. Dr. Ward coordinated the planting of 82,000 overwintered ~2" oysters from Falmouth into a closed area in the Cohasset Narrows on June 23rd. Both of the Town upwellers were prepared to receive seed shellfish by switching out all mesh to 0.75mm, and painting all silos and troughs with Netminder, ecologically safe

antifouling coating. Received 2 shipments (167,000 from the County purchase, and 335,000 from Town of Bourne purchase) of quahog seed which were put into one of the upwellers at Monument Beach. Received 1 shipment of oysters in June, which were immediately put into the second upweller at Monument Beach. Received 1 shipment of soft shell clams in June, which were immediately put into two of the silos in the quahog upweller at Monument Beach. Both upwellers have been checked daily, all shellfish stirred daily, and graded and cleaned every 10-14 days.

Dr. Ward designed and assisted in building a grader from equipment at the shop at Town Hall to grade oysters on ½”, 1” and 1.5” mesh. Then pulled all overwintered oysters from Cohasset Narrows, graded on the new grader, measured for total volume, average shell height and survival for each size grade. Then rebuilt all bags to be floating correctly for “flip-bag” culture, with half of the mesh out of the water at all times. Also re-rigged all bags with 1 meter ropes with two longline clips at either end for double anchor longline culture for greater stability at all sites. It was imperative that when deploying gear for the Town propagation activities that the gear was neat, clean, in orderly lines, and well maintained throughout the season (Fig. 9). It was also critically important to ensure all abutters approved all deployments, and therefore determining best practices and collaborating with local stakeholders was of the utmost importance. Then filled either 9 mm or 18 mm bags with 3 liters of oysters per bag and deployed at Cohasset Narrows with dual-longlines for each set of gear. Pulled all overwintered oysters from Pocasset River, graded on the new grader, measured for total volume, average shell height and survival for each size grade. Then rebuilt all bags to be floating correctly for “flip-bag” culture, with half of the mesh out of the water at all times. Also re-rigged all bags with 1 meter ropes with two longline clips at either end for double anchor longline culture for greater stability at all sites (Fig. 4). Made a new path, and designated a new area for farming at the Pocasset River which is easier to access, safer for tending and accessible at all tides. Then filled either 9 mm or 18 mm bags with 3 liters of oysters per bag and deployed at new Pocasset River location with dual-longlines for each set of gear. Temperature loggers (Onset Computer Corp., Bourne, MA) were deployed on the new lines at both locations. All of the shellfish in bags are checked twice per week and flipped for biofouling control weekly.



Figure 9 : 300 floating bags using the “flip-bag” technique in the Pocasset River, Bourne, MA. The orderly line setup and maintenance was critical to ensure abutters and local stakeholders were supportive of the project.

Research and method optimization

Ward Aquafarms has led numerous research projects both on the commercial farm, on collaborating farms, and throughout the New England region. The abstracts below are a subset of relevant recent projects.

Evaluation of bay scallop nursery optimization and effective growout strategies

December 1, 2016 – November 31, 2018

Given site-specific differences in wave action, food availability, salinity, temperature, etc., it is of the greatest importance to evaluate culture gear and techniques on as many varied aquaculture environments as possible. For this project we have partnered with 3 other commercial farms (as well as Ward Aquafarms) in order to document bay scallop growth and survival in environments which approximate many of the different growing areas throughout the United States. All of the farms primarily produce the eastern oyster, though some of the farms produce hard clams (*Mercenaria mercenaria*) as well. East Harbor Oyster Co. (Truro, MA) is a deep-water (15-30') oceanic site in Cape Cod bay, Massachusetts. This site is full salinity ocean water, is exposed to wave action to the north and northeast, and has little nutrient loading and therefore may have lower food availability as compared to other sites. Wash-Ashore Oyster Ranch LLC (Wellfleet, MA) is primarily an intertidal site, with the northern edge remaining submerged at all times, which sporadically receives wild bay scallop sets. The water is almost full oceanic salinity, though the area receives adequate freshwater inputs and therefore, high food availability. The farm is exposed to the west and north; though wave action is reduced as compared to the deep-water sites. Sippewissett Oyster Farm (Woods Hole, MA) is also a deep-water site (15-30'), with little freshwater input, and therefore little nutrient loading. The farm is exposed to the west and south, and has high wave action throughout the winter. The water at Sippewissett Oyster Farm approaches full oceanic salinity, and as the farm is situated in Buzzards Bay, the water gets warmer in the summer months as compared to the two previously mentioned farms in Cape Cod bay. Ward Aquafarms (North Falmouth, MA), is an intermediate salinity site with ample freshwater input, and therefore seasonally high food resources. The water gets very warm (25C+) in the warmer months at the shallow end of the farm (8' MLW) and the area becomes thermally stratified in the summer, remaining cooler in the deeper areas of the farm (25' MLW). The site at Ward Aquafarms is exposed to the south and west, and will often see significant wave action in the summer, and lower wave action throughout the winter months. By testing culture methods at the four partner farms, the salinity, wave action, water temperature, food availability and dissolved oxygen

Impacts of harmful algal blooms on shellfish aquaculture and sustainable mitigation strategies

December 1, 2014 – November 31, 2016

Expansion of US aquaculture will result in promotion of a healthy, nutritious, sustainable food source for a growing global population. Shellfish aquaculture in particular, has seen strong growth in recent years due to standardized culture techniques, reliable seed sources, and strong stakeholder support due to the environmentally benign nature of shellfish farming. Bivalve aquaculturists throughout southern New England however, have been confronted with a devastating harmful algae problem due to the dinoflagellate *Cochlodinium polykrikoides*. This

harmful algal bloom (HAB) species was not detected anywhere in the region prior to 2005, though the now annual blooms have caused widespread and remarkable biological and economic losses throughout the shellfish aquaculture industry. Even though farmers have noted losses which restrict economic viability and growth in the industry, the rapid emergence of the HAB species in the region has meant no comprehensive monitoring program, and very little research on the effects on commercially important cultured species. The proposed project will expand upon agricultural knowledge of impacts of *Cochlodinium polykrikoides* on species cultured in New England, while investigating potential mitigation strategies. It is imperative that sustainable mitigation strategies are both investigated and implemented as the ecosystem continues to change in order to continue to provide healthy, nutritious seafood to consumers throughout the US.

Sugar kelp and triploid oyster production to promote sustainable integrated multi-trophic aquaculture

May 1, 2013 – April 30, 2014

In this project we will add sugar kelp (*Laminaria saccharina*) culture to our existing oyster farm to 1) take advantage of the known culture technique, 2) utilize an established market with great demand for this product, and 3) collaborate with other farmers in northern New England culturing the macroalgae who are very willing to assist in establishing new farms. We will also investigate the advantages of growing triploid oysters (*Crassostrea virginica*) concurrent with the sugar kelp to increase yield and improve growth year-round, while bringing a consistent product to market. By incorporating sugar kelp and triploid oysters to the existing farm we will increase economic viability, while diversifying risk and increasing nitrogen removal from the ecosystem. At the conclusion of this project, the results will be disseminated through conference presentations and workshops to other farmers in the region, so that others can build upon what is learned to increase revenue and expand aquaculture production throughout New England.

Jeffrey Lang experience:

Mr. Lang's educational experience began with a BS degree in Biology from The College of Wooster with a focus on Marine Science from Oregon State University in 1977. He went on to work for 35 years with Ainsworth Pet Nutrition as head of R&D and New Business Development. Combining business experience as well as capital and a love of the ocean and farming creates a strong business partner connection for Ward Aquaculture. He also plans on equipping the site with research data capability to add to the region's water quality monitoring system.

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



July 23rd, 2020

To: Board of Selectman
From: Heinz Proft, Natural Resources Director
Re: Herring River Biological Survey request

Nantucket Sound Bay Scallop Company LLC has approached the Massachusetts Division of Marine Fisheries, shellfish division to obtain a Class III Marine Aquaculture Permit. They are interested in Harwich, Herring River.

Prior to submitting their formal application to the Board of Selectman, the Division of Marine fisheries requires that the complete a biological survey of the potential area to be used for aquaculture.

Nantucket Sound Bay Scallop Company LLC is fully aware they need to meet with the Harwich Natural Resources Department, Conservation Commission, Harbor and Waterways as well as other agencies in order to produce a complete application.

Massachusetts Division of Marine Fisheries has determined the first step in this entire process is to obtain permission from the Harwich Board of Selectman to complete a biological survey of Herring River which will in turn be part of their overall application for a possible Class III Marine Aquaculture Permit.

I fully support the request for the biological survey to be completed and that the Town receive a copy of that report when it is completed.

Heinz Proft
Natural Resources Director



August 10, 2020

Mr. Jeff Kennedy
Division of Marine Fisheries Main Officer
251 Causeway Street, Suite 400
Boston, MA 02114

Subject: Aquaculture License Application: Daniel Ward and Jeff Lang

Dear Mr. Kennedy,

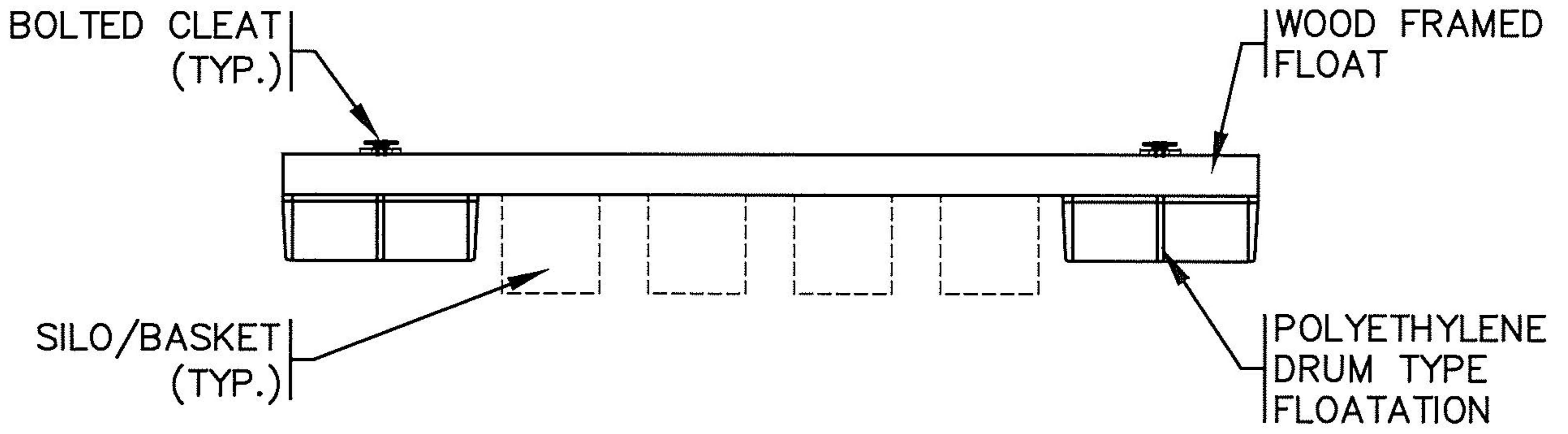
During its meeting on August 10, 2020, the Harwich Board of Selectmen voted to conceptually approve the request of Daniel Ward and Jeff Lang to request a biological survey of the proposed site (located at 99 Riverside Dr., Harwich, MA) for the issuance of an aquaculture license.

Sincerely,

Larry G. Ballantine, Chair
Harwich Board of Selectmen

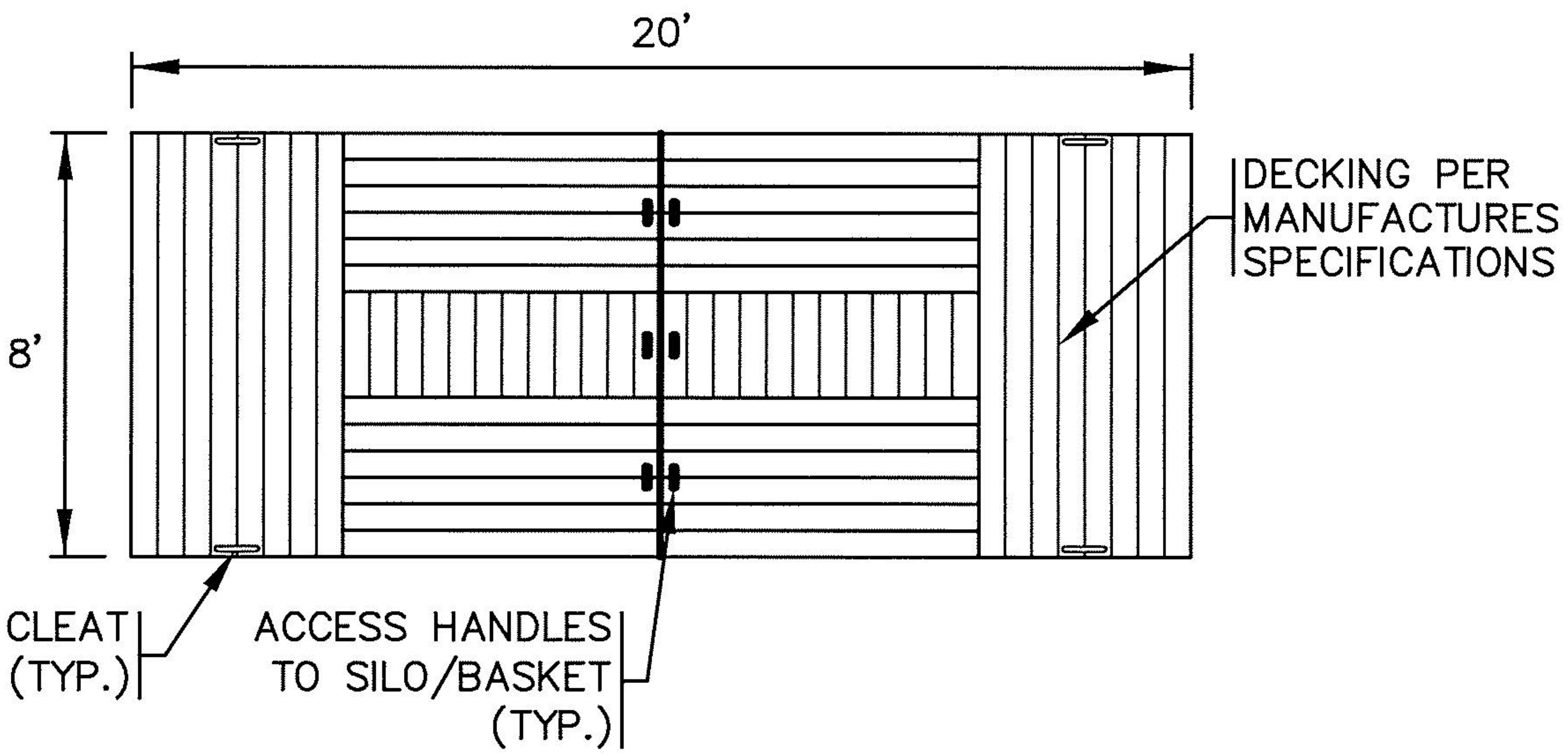


Gear example of stacked trays that will contain bay scallops and fit under the existing dock.



UPWELLER SECTION

SCALE: 1" = 5'



UPWELLER PLAN VIEW

SCALE: 1" = 5'

NOTES:



Location of proposed bay scallop aquaculture at 99 Riverside Dr., Harwich, MA.



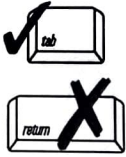
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important:
When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Harwich
Conservation Commission

To: Applicant

Jeff Lang & Daniel Ward
Name

99 Riverside Dr
Mailing Address

West Harwich
City/Town

MA
State

02671
Zip Code

Property Owner (if different from applicant):

Name

Mailing Address

City/Town

State

Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Title

Date

Title

Date

Title

Date

2. Date Request Filed:

April 14, 2021

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

Bay Scallop farm under exiting docks at 99 Riverside Dr. Bay Scallops will be farmed in cages or trays, secured to the underside of the dock. The seed will be sourced from MA DMF approved hatcheries.

Project Location:

99 Riverside Dr
Street Address

4

Assessors Map/Plat Number

Harwich

City/Town

A3-A1

Parcel/Lot Number



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

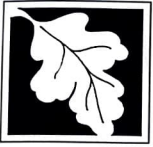
5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
-
7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):
- Alternatives limited to the lot on which the project is located.
 - Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
 - Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
 - Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).
-
-

4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is not subject to review and approval by:

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Name

Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

by hand delivery on

by certified mail, return receipt requested on

Date

Date

5/10/2021

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>) and the property owner (if different from the applicant).

Signatures:

C. O'Leary
Christy B. Botta
S. J. Pastuszak
John W. Tuttle

Date

5/5/2021



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
Request for Departmental Action Fee
Transmittal Form

DEP File Number: _____

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Request Information

1. Location of Project

| | |
|-------------------|-------------------|
| _____ | _____ |
| a. Street Address | b. City/Town, Zip |
| _____ | _____ |
| c. Check number | d. Fee amount |

2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

| | | |
|--------------|----------------------------|----------|
| _____ | _____ | _____ |
| City/Town | State | Zip Code |
| _____ | _____ | _____ |
| Phone Number | Fax Number (if applicable) | |

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

| | | |
|--------------|----------------------------|----------|
| _____ | _____ | _____ |
| City/Town | State | Zip Code |
| _____ | _____ | _____ |
| Phone Number | Fax Number (if applicable) | |

4. DEP File Number:

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
 Box 4062
 Boston, MA 02211



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

DEP File Number:

**Request for Departmental Action Fee
Transmittal Form**

Provided by DEP

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/>).
4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

HARWICH CONS COMM
DATE APPROVED

MAY 05 2021

1. Detailed Site Plan

SIGNED 

The proposed plan for bay scallop growout in the Herring River, Harwich, MA, is located at 99 Riverside Dr., Harwich, MA 02671 (Fig. 1). The proposal activity is only to produce bay scallops (*Argopecten irradians*), which are native to Massachusetts waters, and no other species of shellfish.

In the area of the Herring River where the proposed farm would be located, there is high flow current (> 2 kts), depending on tidal prism. The bottom below the proposed area is mainly silty mud, with seaweed scattered throughout. There is no eel grass present anywhere throughout the proposed area. The bottom of the proposed area is not currently conducive to shellfish growth or survival, and therefore the water column above the poor quality bottom would be ideal to avoid conflicts with commercial and recreational shellfishermen.



Figure 1. Satellite image of the Herring River, Harwich, MA; inset box zoomed on 99 Riverside Dr.

The property has been utilized as a residence and boathouse since 1878, and all in-water structures have been approved by the Massachusetts Department of Environmental Protection Chapter 91 program. All shellfish production will occur within the existing footprint, and there will be no additions to the square footage of the permitted structures (Fig. 2). The existing Chapter 91 permit is for a 8' wide by 35' long floating dock, and the existing dock will be used to hang bay scallops in trays underneath. This will remove the aquaculture activity from the

public eye, while maintaining the same boating functionality for the home owner, and having no adverse impact on the water body or other stakeholders in the area.

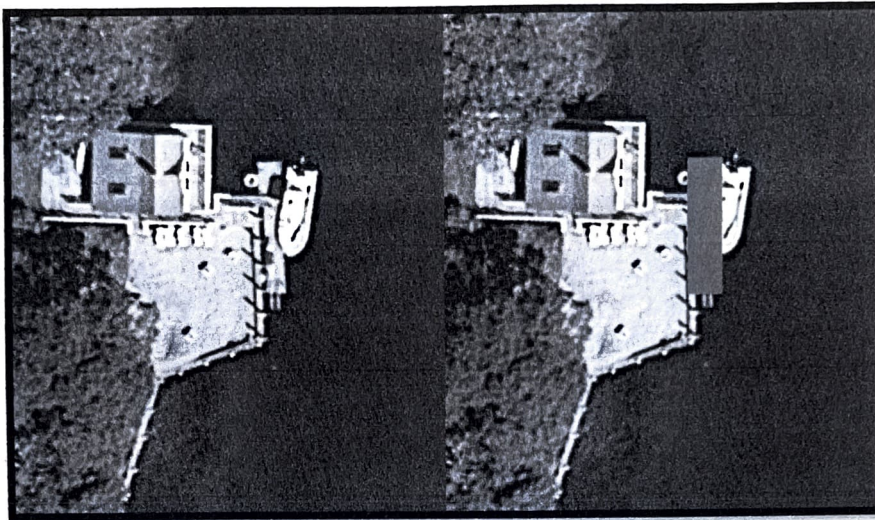


Figure 2. 99 Riverside Dr. Left image is of existing structures, permitted under MA DEP Chapter 91; red box in right image showing proposed floating downweller location.

Coordinates of all four corners:

41°39'52.40"N 70° 6'41.54"W NW
41°39'52.39"N 70° 6'41.43"W NE
41°39'52.05"N 70° 6'41.68"W SW
41°39'52.03"N 70° 6'41.59"W SE

2. Geophysical site characteristics

The site is 0.01 acres, and has water quality and flow characteristics which are ideal for bay scallop (*Argopecten irradians*) aquaculture. There are moorings to both the north and south of the lease site, and the docks adjacent on both the north and south side of the channel leading to Nantucket Sound.

3. Benthic habitat conditions

The bottom within and around the proposed site boundaries is mostly silty mud, without firm substrate. Adjacent to the proposed area, there is shoreline with sand, cobble and large rocks leading up to the intertidal zone.

4. Proposed species, quantities, and densities

The species to be produced is native to Massachusetts waters: bay scallops (*Argopecten irradians*). All bay scallop broodstock will either be of wild origin from Massachusetts approved waters, from Ward Aquafarms, LLC growout site in Megansett Harbor (Falmouth license A11-

05), or transferred from a Massachusetts Division of Marine Fisheries-approved shellfish wholesale dealer or hatchery facility.

Additionally, Ward Aquafarms may source eggs, sperm, or eyed larvae from MA DMF-approved hatcheries throughout New England for setting within the Ward Aquafarms hatchery, and subsequent nursery growout following a clean pathology report approved by MA DMF.

5. Proposed physical structures

The proposed project would repurpose existing 8' wide by 35' long floating docks to grow bay scallops below the floats in the water below. The structures replacing the existing docks would be the same width, height, and freeboard above the water surface, and for all intents and purposes would appear as any standard floating dock (Fig. 3). Below the doors, are bay scallops being grown from a minimum of 10 mm shell height, through market size (minimum 60 mm shell height) year round. The structure may facilitate growth through upwelling flow, downwelling flow, or ambient flow through submerged trays. The footprint and square footage of cover is the same, with the only difference between water flow direction past the animals being either an upward motion, downward motion, or horizontal motion (ambient flow). The explanation below of upwellers is the same as the other proposed methods, with the only difference being flow direction.

Floating upwellers are known within the aquaculture industry as FLUPSYs (Floating Upweller SYstem), which protect fragile juvenile shellfish, and help increase food (microalgae) passing by the growing shellfish. The shellfish are purchased from a hatchery at approximately 1.5mm (about the size of a grain of sand). Up to 2 million oysters are then placed within the 8 bays of the upweller (Fig. 4), where they are grown until approximately ½-1", when they can then be moved to the grow out site.



Figure 3: Floating downweller with the doors closed to look like a standard dock.

The vast majority of the time, the upweller is closed, and appears to be like any other 8' x 20' wooden dock (Fig. 3). It is only when the upweller is open (2-4hrs per week) that anyone would know that there is anything else under the dock they are standing on. The principle of the upweller is that there is a central trough running down the center of the modified dock. Attached to that trough, slightly below the water line, are 4 silos (21"L x 21"W x 24"H) to both the right and the left (Fig. 4). Up to 250,000, 1.5mm bay scallops are placed in each silo, resting on 1mm mesh attached to the bottom. Water is pumped out of the trough using an Ice Eater pump (3/4hp, 600-900 gallons per minute), and the only place for water to refill the trough to come from is from the silos. The water to fill the silos must come from underneath the scallops in the silos, therefore more water is passed over the bay scallops, which means more food (microalgae in the water), which means faster growth. The faster the bay scallops grow, the faster they can be moved out to the grow out site, and the more likely they are to survive through the winter.

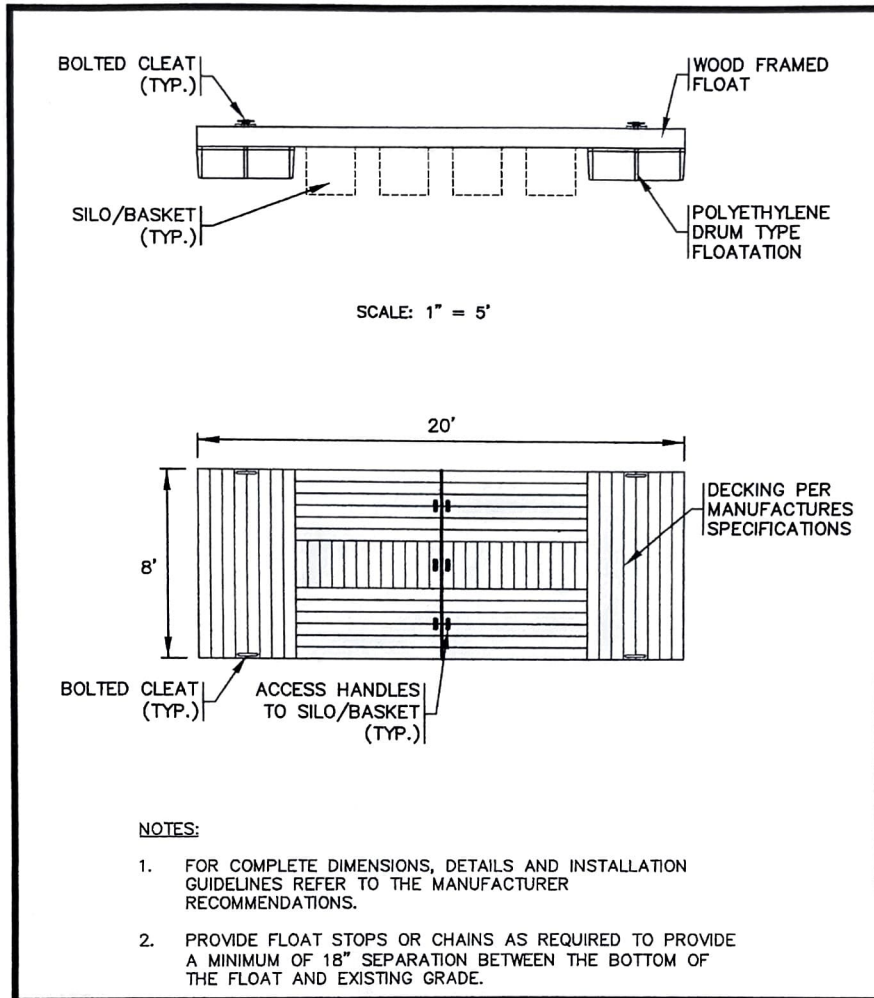


Figure 4: Floating upweller side and plan

The intent is not to have upwellers, downwellers (Fig. 5) and ambient flow systems in place simultaneously for the foreseeable future. The intent is to both allow for expansion in the future, and to allow for the flexibility to temporarily install floating nursery systems in any location within the identified location at 99 Riverside Dr. at any time, such that the systems can be moved based on environmental circumstances, or any other reason which may require modifying the location of the nursery systems throughout the season. All of the nursery systems are temporary, and will only be installed within a slip while the when the floating docks are installed, which is generally from March 1 – December 31 each year.



Figure 5: Floating downweller with doors open to show silos.

By installing a floating dock in the proposed location from March 1 through December 31 annually, the project will be contributing to improving water quality. Dr. Ward will provide materials to educate the public about the great ecosystem services provided by shellfish aquaculture, and he will also provide monthly demonstrations of aquaculture operations, and answer any questions about aquaculture in general.

From: John Rendon
Sent: Thursday, March 11, 2021 2:52 PM
To: Thomas Themistos <themistos@comcast.net>; Heinz Proft <hproft@town.harwich.ma.us>
Subject: RE: Dan Ward - Harwich Waterways Committee

Tom,

Thanks for your reply... and I also agree that there is no need for Mr. Ward to go before the WWC.
Regards,

John C. Rendon

Harbormaster

Town of Harwich

774 212-6193 (c)

From: Thomas Themistos [<mailto:themistos@comcast.net>]
Sent: Thursday, March 11, 2021 2:25 PM
To: Heinz Proft <hproft@town.harwich.ma.us>
Cc: John Rendon <jrendon@town.harwich.ma.us>
Subject: RE: Dan Ward - Harwich Waterways Committee

Heinz,

Thank you for including me in your message. I agree with you that this may not have to be presented to the Waterways Committee. I think you and John would have to decide if it should be presented.

Tom

AQUACULTURE DESCRIPTION FORM

Name: Last _____ First _____ M.I. _____

Business Name (optional): _____

Mailing Address _____

City/Town _____ State _____ ZipCode _____

Telephone _____ Cell Phone _____

E-Mail Address _____

A. SITE DESCRIPTION

Location of proposed aquaculture license sites and access routes (Include site map in USGS

1:24,000 or 1:25,000 format with boundaries clearly outlined)

City/Town: _____

Shellfish Growing Area (SGA): _____

of Acres: _____

Site boundaries in decimal degrees (i.e. 42.36115, -71.057083):

Have you conducted a survey of the site (Y/N)? _____ Date? _____

Method of Survey:

Average Depth at mean low tide (MLW): _____

Mean high tide (MHW): _____

What type of sediment or substrate is on the site? (Benthic Habitat Conditions):

Is eelgrass present on or within twenty-five (25) ft. of the proposed grant site (Y/N)? _____

Are there shellfish currently on the site (Y/N)? _____

If yes what species and approximate densities?

Is the proposed grant site located within an Area of Critical Environmental Concern (**ACEC**) (Y/N)?

Is the proposed grant site located within an Natural Heritage Endangered Species Project (**NHESP**) mapped habitat (Y/N)?

Is the proposed grant site located within an Outstanding Resource Waters (Y/N)?

Additional Information:

B. SPECIES TO BE CULTURED

What species of shellfish do you plan to cultivate? (Select all that apply)

- Eastern Oyster
 - Quahog or Hard Clam
 - Soft Shell Clam or Steamer
 - Surf Clam
 - Razor Clam
 - Bay Scallop
 - Blue Mussel
 - Other
-

C. GEAR

What methods of culture will be used (specify by species if necessary)?

On- bottom _____ Off- bottom _____ Both _____

Describe the type of gear to be utilized, include dimensions (Cages, Racks, Trays, Bags, Nets, Floating):

(Include with your submission of this form a site map on a USGS 1:24,000 map with site boundaries clearly outlined and a cross-section schematic of the gear to be deployed on the site.)

If you will utilize floating gear, what measures will you take to deter birds?

- Zip ties/spikes
- Kites/streamers
- Faux predators
- Wire cage exclusion
- Sweeps/spinners
- Other

Please describe your bird deterrence plan:

What methods will you utilize to harvest shellfish? (Hand, Drag, Other) Please describe:

How will the proposed license site be marked? (Buoy color, Type, Lines, Anchor)

How will you access the license site?

What equipment do you plan on utilizing to maintain the license site and transport product?

Vehicle: Make: _____ Model: _____

Boat: Make: _____ Model: _____

Will any accessory structures be used on the license site? (barge, float, upweller, etc.)

Has the site been used for private shellfish propagation within the last two years (Y/N)?

Has the site been used for municipal shellfish propagation within the last two years (Y/N)?

All information furnished on this application is true and accurate to the best my knowledge. I will notify the Marine Fisheries Shellfish Sanitation and Management Program immediately of any changes.

Signature of Applicant _____ Date _____

Division of Marine Fisheries
ATTN: Aquaculture Coordinator
706 South Rodney French Boulevard
New Bedford, MA 02744
Phone: (508) 742-9766



The Commonwealth of Massachusetts

Division of Marine Fisheries

251 Causeway Street, Suite 400, Boston, MA 02114

p: (617) 626-1520 | f: (617) 626-1509

www.mass.gov/marinefisheries



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

RONALD S. AMIDON
Commissioner

DANIEL J. MCKIERNAN
Director

April 20, 2021

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

Ladies and Gentlemen:

Under authority of Chapter 130, § 57 of the Massachusetts General Laws (MGL), an on-site inspection of an approximately 280 square-foot (< 0.01 acre) shellfish aquaculture site proposed by Daniel Ward and Jeff Lang (Nantucket Sound Bay Scallop Company) of the Town of Harwich, MA was conducted by personnel from the Division of Marine Fisheries (DMF) with assistance from professional clam fisherman Bill Trombi on April 6, 2021.

The proposed license site (grant) is located at 99 Riverside Drive on the Herring River in the Herring River South growing area (SC:38.1). Water quality at and adjacent to this site is classified as “Conditionally Approved” for shellfish harvesting in accordance with provisions of the National Shellfish Sanitation Program. The proposed grant is in a subtidal area adjacent to a seawall with mostly rocky substrate. The applicant proposes to deploy grow-out trays hung beneath an existing permitted 8’ x 35’ floating dock to culture bay scallops (*A. irradians*).

The site inspection included a shellfish survey. A total of five 6-square-foot swaths were sampled along the approximately north-south central axis of the site. The northernmost swath was just outside of the proposed site footprint. A total of eighteen (18) quahogs (*M. mercenaria*) and four (4) oysters (*C. virginica*) were observed within the surveyed area for an average density of 0.6 quahogs/ft² and 0.13 oysters/ft². These shellfish densities are not considered significant by the Division of Marine Fisheries in assessing sites for private shellfish aquaculture licenses. No eelgrass (*Z. marina*) was observed on the proposed site. No other significant marine resources, endangered species, or existing wild fisheries were noted at the time of the survey.

It is our opinion that issuance of an aquaculture license for this site, including the condition stated below, would not cause a substantial adverse impact on the shellfish or other natural resources of the Herring River. Consequently, the Board of Selectmen may issue the license in accordance with Chapter 130, § 57 of MGL provided the following condition is placed on the license:

- 1) During periods when the Conditionally Approved shellfish growing area is in the Closed status, bay scallops may be harvested for sale of the adductor mussel only.

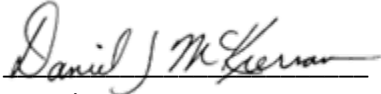
A copy of the license must be sent to this office at the time of issue by the selectmen.

All activities in connection with this license must be conducted in accordance with all applicable state statutes and regulations governing shellfish and in accordance with provisions of Title 322, Code of Massachusetts Regulations (CMR) 7:00 Permits, 15:00 Management of Marine Aquaculture, 16:00 Shellfish Harvesting and Handling; and Department of Public Health, Food Protection Program regulations at Title 105, CMR 500.020 and 500.021. Marine Fisheries reserves the right to further condition this private aquaculture license at any time, under provisions of MGL Chapter 130, § 57 if deemed necessary to protect shellfish and other natural resources.

All holders of a local private shellfish aquaculture license from a municipality allowing exclusive use of an area to grow shellfish are also **required to obtain a propagation permit and a state commercial shellfish permit** under authority of Chapter 130, §§ 69 and 80 of MGL and 322 CMR: 7:00 and 15:00 from the Division of Marine Fisheries. The propagation permit authorizes the possession and growing of seed shellfish from an approved source and is required annually regardless of whether seed is purchased from a hatchery or is acquired from a natural set. The commercial permit allows harvesting, possession, and landing of shellfish for sale to wholesale dealers authorized to purchase shellfish.

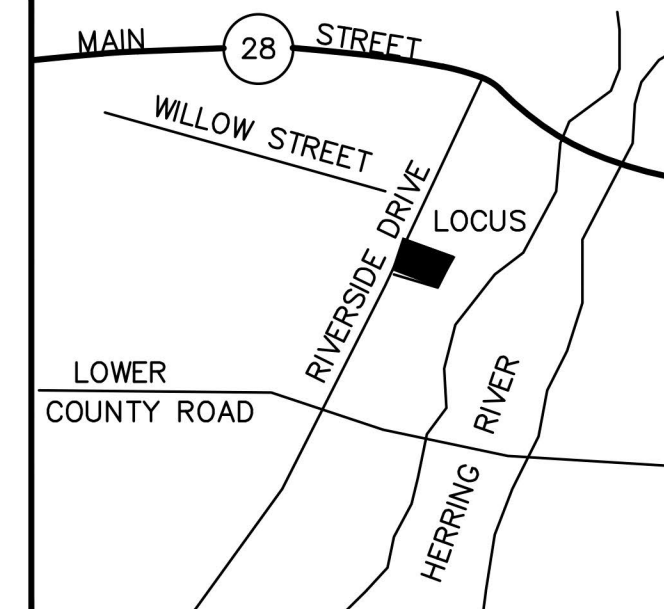
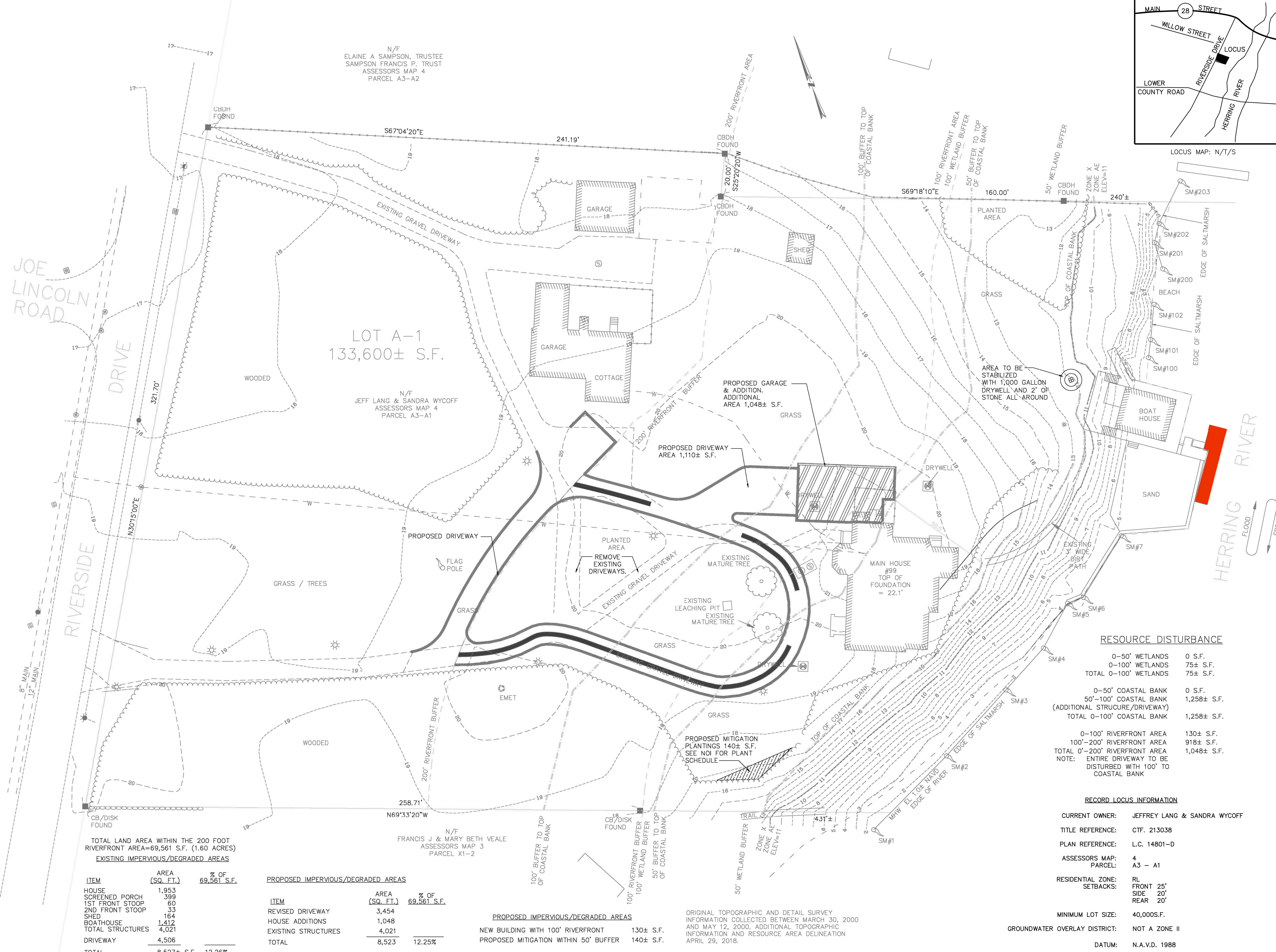
The licensee should be aware that if the existing floating dock is not fully permitted this license may be subject to further regulation by the U.S. Army Corps of Engineers and may be subject to review by the Massachusetts Environmental Policy Act (MEPA) Office under the provisions of M.G.L. c.30, §§ 61- 62I and the Massachusetts Department of Environmental Protection (MassDEP) under the provisions of Chapter 91 (Waterways Acts) and/or Chapter 131, § 40 (Wetlands Act) and their regulations. It is mandatory the licensee contact the local Conservation Commission to determine the applicability of the Wetlands Act and the U.S. Army Corps of Engineers, Regulatory Branch at 696 Virginia Rd., Concord, MA. 01742 (TEL: 978-318-8338) concerning a Programmatic General Permit for Shellfish Aquaculture. The licensee should also contact the MEPA Office (MEPA@mass.gov; 617-626-1000) to determine the need for MEPA review if the project meets or exceeds one or more MEPA review thresholds identified at [301 CMR 11.03](#). If MEPA review is required, DMF's certification under M.G.L. c. 130, § 57 shall be deemed conditioned on the issuance of a Certificate from the Secretary of Energy and Environmental Affairs determining that an Environmental Impact Report (EIR) is not required or that a Single or Final EIR is adequate for this project. This license certification shall be deemed final upon provision of such MEPA Certificate to DMF. Commencement of operations under this license prior to such determination by the Conservation Commission or before obtaining other required permits, approvals, and licenses from the MEPA Office, MassDEP, or the U.S. Army Corps of Engineers may result in legal or regulatory action against the licensee by one or more of these agencies. Permits issued by DMF to obtain and possess seed shellfish for aquaculture will not be issued until this license certification is final and do not absolve the licensee from the above-mentioned obligations.

Any questions or comments should be directed to Christian Petitpas, Aquaculture Specialist, at (508) 742-9766.



Daniel J. McKiernan
Director

cc: G. Lundgren, T. Shields, E. Feeney, DMF
H. Proft, Shellfish Constable
D. Ward, J. Lang, Applicants
Harwich Conservation Commission
P. Czepiga, MEPA
J. Hobill, DEP SERO
U.S. Army Corps of Engineers



REVISIONS:

| NO. | DATE | DESC. |
|-----|------|-------|
| | | |
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PROFESSIONAL LAND SURVEYOR DATE

SITE PLAN OF LAND

99 RIVERSIDE DRIVE
IN
**HARWICHPORT
MASSACHUSETTS**
(BARNSTABLE COUNTY)

SEPTEMBER 11, 2018

PROPOSED CONDITIONS

RESOURCE DISTURBANCE

| | |
|--|--------------------|
| 0-50' WETLANDS | 0 S.F. |
| 0-100' WETLANDS | 75± S.F. |
| TOTAL 0-100' WETLANDS | 75± S.F. |
| 0-50' COASTAL BANK | 0 S.F. |
| 50'-100' COASTAL BANK (ADDITIONAL STRUCTURE/DRIVEWAY) | 1,258± S.F. |
| TOTAL 0-100' COASTAL BANK | 1,258± S.F. |
| 0-100' RIVERFRONT AREA | 130± S.F. |
| 100'-200' RIVERFRONT AREA | 918± S.F. |
| TOTAL 0'-200' RIVERFRONT AREA | 1,048± S.F. |

NOTE: ENTIRE DRIVEWAY TO BE DISTURBED WITH 100' TO COASTAL BANK

RECORD LOCUS INFORMATION

| | |
|-------------------------------|-----------------------------------|
| CURRENT OWNER: | JEFFREY LANG & SANDRA WYCOFF |
| TITLE REFERENCE: | CTF. 213038 |
| PLAN REFERENCE: | L.C. 14801-D |
| ASSESSORS MAP: | 4 |
| PARCEL: | A3 - A1 |
| RESIDENTIAL ZONE: | RL |
| SETBACKS: | FRONT 25' SIDE 20' REAR 20' |
| MINIMUM LOT SIZE: | 40,000S.F. |
| GROUNDWATER OVERLAY DISTRICT: | NOT A ZONE II |
| DATUM: | N.A.V.D. 1988 |

PREPARED FOR:
JEFF LANG & SANDRA WYCOFF
99 RIVERSIDE DRIVE
HARWICHPORT, MA 02671
814-573-2572
jeff.lang@ainworthpets.com

BSC GROUP
349 Main Street, Unit D
W. Yarmouth Massachusetts
02673
508 778 8919

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SCALE: 1" = 20'
0 2.5 5 10 METERS
0 10 20 40 FEET

| | |
|---------------|-----------------------|
| PROJ. MGR.: | C. FIELD |
| FIELD: | P. H. / A. D. / D. G. |
| CALC./DESIGN: | K. HEALY |
| DRAWN: | K. HEALY/P. HAGIST |
| CHECK: | C. FIELD |
| FILE: | 4815603-SP.DWG |
| DWG. NO.: | 5211-07 |
| JOB. NO.: | 4-8156.03 |

SHEET 1 OF 1

TOTAL LAND AREA WITHIN THE 200 FOOT RIVERFRONT AREA=69,561 S.F. (1.60 ACRES)
EXISTING IMPERVIOUS/DEGRADED AREAS

| ITEM | AREA (SQ. FT.) | % OF 69,561 S.F. |
|-------------------------|--------------------|------------------|
| HOUSE | 1,953 | |
| SCREENED PORCH | 399 | |
| 1ST FRONT STOOP | 60 | |
| 2ND FRONT STOOP | 33 | |
| SHED | 164 | |
| BOATHOUSE | 1,412 | |
| TOTAL STRUCTURES | 4,021 | |
| DRIVEWAY | 4,506 | |
| TOTAL | 8,527± S.F. | 12.26% |

PROPOSED IMPERVIOUS/DEGRADED AREAS

| ITEM | AREA (SQ. FT.) | % OF 69,561 S.F. |
|---------------------|----------------|------------------|
| REVISED DRIVEWAY | 3,454 | |
| HOUSE ADDITIONS | 1,048 | |
| EXISTING STRUCTURES | 4,021 | |
| TOTAL | 8,523 | 12.25% |

PROPOSED IMPERVIOUS/DEGRADED AREAS

| | |
|---------------------------------------|-----------|
| NEW BUILDING WITH 100' RIVERFRONT | 130± S.F. |
| PROPOSED MITIGATION WITHIN 50' BUFFER | 140± S.F. |

ORIGINAL TOPOGRAPHIC AND DETAIL SURVEY INFORMATION COLLECTED BETWEEN MARCH 30, 2000 AND MAY 12, 2000. ADDITIONAL TOPOGRAPHIC INFORMATION AND RESOURCE AREA DELINEATION APRIL 29, 2018.

Danielle Delaney

From: Dan Ward <dan@wardaquafarms.com>
Sent: Tuesday, June 22, 2021 3:48 PM
To: Danielle Delaney; Ellen Powell; Jeff Lang
Subject: Fwd: Bay scallop farming in Harwich, MA: Application to the Harwich Board of Selectmen

Hi Danielle and Ellen,

My name is Dan Ward, and I am a shellfish farmer from Falmouth. I am working with Jeff Lang, who is a Harwich resident at 99 Riverside Dr., to permit the space under his docks to grow bay scallops in the Herring River.

This whole project started in 2019, when we worked with Heinz Proft to test growing bay scallops at the above location. They grew great, and we decided to move forward with getting the approvals to grow more scallops under the docks.

The email below is from when we started the permitting process last July in 2020, and I worked with Patty Macura to get the initial permit application on the agenda with the BoS. We were able to get on the agenda, they "preliminarily" approved the license, just so we could have the Massachusetts Division of Marine Fisheries come out to do a survey. Once they completed the survey, we then got approval from the waterways committee, Conservation, and now we're coming back with all the information in one large application to the BoS for final approval and issuance of the license.

Mr. Proft has been very helpful in walking me through the different committees and groups in Harwich to make sure we get all the correct approvals. Heinz and I both agree that we're all set to go in front of the BoS, and he told me to contact your office about getting on the agenda. The entire application packet is too big to email, but I can bring it in by hand, or mail it in if you prefer.

If you would like to discuss any of this, please email me here, or call my cell at anytime (603-505-0865).

Thank you for your time,

Dan Ward
Ward Aquafarms, LLC

----- Forwarded message -----

From: Dan Ward <dan@wardaquafarms.com>
Date: Fri, Jul 17, 2020 at 11:37 AM
Subject: Bay scallop farming in Harwich, MA: Application to the Harwich Board of Selectmen
To: <pmacura@town.harwich.ma.us>, Jeff Lang <jeff@scallopbaymarina.net>

Dear Ms. Macura,

My partner, Jeff Lang, and I, would like to submit an application to the Board of Selectmen to farm bay scallops in Harwich, MA. When I called Town Hall yesterday to ask how to submit an application with the COVID-19 restrictions in place, and I was told to email you the application here.

To secure a lease to perform commercial aquaculture activities in the Commonwealth of Massachusetts, there are many local, state and federal approvals which must be secured prior to starting any farming activities. These agencies include the Harwich Conservation Commission, state Department of Environmental Protection, state Division of Marine Fisheries, federal Army Corp of Engineers, among many other agencies which review the proposed project. One of the primary review aspects, and the most time consuming, is a required biological survey, due to MGL Chapter 130 Section 57:

After receipt of a written application by the city council or selectmen, and after the notice and public hearing requirements of this section are satisfied and the licensing authority approves the application, the director shall, after inspection of the intended project area, certify that issuance of a shellfish aquaculture license and operation thereunder will cause no substantial adverse effect on the shellfish or other natural resources of the city or town. Upon such certification by the director, the city council or selectmen may issue the license, provided, however, that no license shall be issued for any areas then or within two years prior thereto, closed for municipal cultivation under the provisions of section fifty-four.

After discussing the proposed project with both Heinz Proft, of the Harwich Department of Natural Resources, and the state Division of Marine Fisheries, shellfish division, it was determined that the first step in the permitting process, is to request the Harwich Board of Selectmen to request, in writing, a biological survey of the project location by the Division of Marine Fisheries. Therefore, this email, is to request that our application to farm bay scallops in Harwich, can be added to the Board of Selectmen agenda, as soon as possible following the required public notice period.

Thank you for your time, and any questions please email or call me at your convenience,

Daniel Ward, PhD and Jeff Lang
Nantucket Sound Bay Scallop Company, LLC
Harwich, MA

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



July 14th, 2021

To: Board of Selectman
From: Heinz Proft, Natural Resources Director
Re: 99 Riverside Drive, Herring River aquaculture request (7/26/2021 meeting)

Nantucket Sound Bay Scallop Company LLC has completed the required Division of Marine Fisheries biological survey for their floating dock scallop grow out nursery system at 99 Riverside Drive in Herring River.

Prior to submitting this application to the Board of Selectman, Nantucket Sound Bay Scallop Company met with the required agencies and Town departments (Harbor, Natural Resources and Conservation) and addressed any concerns they may have.

Although small in nature, and completely within the footprint of their approved floating dock structure, The Natural Resources department feels this now goes beyond the “pilot study” stage and warrants their own permit. The initial testing phase was carried under the Natural Resources approved shellfish aquaculture permit. The town gained valuable environmental information and insight as to the conditions at this location and will continue to do so going forward.

The Nantucket Sound Bay Scallop permit application is thorough, detailed, and complete. I fully support their request to continue with their work.

Heinz Proft
Natural Resources Director



HARWICH Police

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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




DAVID J. GUILLEMETTE
Chief of Police

KEVIN M. CONSIDINE
Deputy Chief

Memorandum

TO: Board of Selectmen
Joseph Powers
Town Administrator

FROM: David J. Guillemette
Chief of Police 

DATE: July 6, 2021

SUBJECT: Alleged Noise Violation at The Port

In accordance with Town of Harwich Liquor License Regulations section 1.16 I would like to bring to the board's attention an alleged noise violation at The Port documented by Officer Griffiths on July 3, 2021.

I have also included an incident report that is being investigated further regarding possible over service of a 20 year old using a fake ID at The Port. Once additional information is available I will forward it to the Board.

The attached incident reports are for your consideration as to whether to hold a public hearing on the matter. Officers who were involved in the incidents and documented their findings will be made available for testimony if a hearing is deemed necessary.

For Date: 07/01/2021 - Thursday

| <u>Call Number</u> | <u>Time</u> | <u>Call Reason</u> | <u>Action</u> |
|--------------------|--|---|------------------|
| 1-7863 | 2331 | Suspicious Person | Could Not Locate |
| Call Taker: | | 2333 - PSD Telecommunicator IRIS G MCINALLY | |
| Location/Address: | | | |
| Calling Party: | | | |
| | | - HARWICH, MA 0264. | |
| ID: | 134 - Patrol Richard E Buttrick Jr | Disp-23:34:01 Enrt-23:35:16 | Clrd-23:37:50 |
| ID: | 139 - Patrol Supervisor Mark T Holmes | Disp-23:34:14 Enrt-23:35:19 | Clrd-23:40:43 |
| Cleared By: | 139 - Patrol Supervisor Mark T Holmes | | |
| ID: | 199 - Patrol Charles Brooks | Disp-23:37:43 Enrt-23:37:47 Arvd-23:42:12 | Clrd-23:55:20 |
| ID: | 130 - Sergeant Paul P Boorack | Disp-23:37:58 Enrt-23:38:01 Arvd-23:42:37 | Clrd-23:50:45 |
| Narrative: | 07/01/2021 2333 PSD Telecommunicator IRIS G MCINALLY | | |
| Modified By: | PSD Telecommunicator IRIS G MCINALLY | | |
| | Rp reporting unknown female running toward Saquatucket Bluffs, wearing black tank top/jeans. Brown hair, 20's, came to door unable to state what the problem was. Rp stated she then went to her daughter's house and did the same, kicking the door and said she needed to sleep there. | | |
| Narrative: | 07/01/2021 2337 PSD Telecommunicator IRIS G MCINALLY Rp's daughter and son-in-law are following subject on Saquatucket Bluffs. | | |
| Narrative: | 07/01/2021 2343 PSD Telecommunicator IRIS G MCINALLY G10 advises rp's family members lost sight of female who took a right off Saquatucket Bluffs. | | |
| Narrative: | 07/01/2021 2352 PSD Telecommunicator IRIS G MCINALLY G10 reports units checked the area of Saquatucket Bluffs, unable to locate. G10 clear, G14 continuing to check the area. | | |
| Narrative: | 07/01/2021 2355 PSD Telecommunicator IRIS G MCINALLY G14 clear. | | |

or Date: 07/02/2021 - Friday

| <u>Call Number</u> | <u>Time</u> | <u>Call Reason</u> | <u>Action</u> |
|--|-------------|---------------------|---------------|
| 1-7897 | 1105 | SUSPICIOUS ACTIVITY | Investigated |
| Call Taker: 4006 - PSD Telecommunicator Kyleigh Sears Primary Id: 195 - Patrol Ronald D Ruggiero Location/Address: [HAR 312] - HARWICH, MA 02645 Calling/Inv. Party: J - HARWICH, MA 02645 Involved Party: - HARWICH, MA 02645 ID: 195 - Patrol Ronald D Ruggiero DOB: 0. Disp-11:43:42 Enrt-11:44:02 Arvd-11:54:29 Clrd-12:01:06 Location Change: [Modified: 07/02/2021 1143] Narrative: 07/02/2021 1106 PSD Telecommunicator Kyleigh Sears RP would like to follow up regarding last night's incident with a female who entered her home, RP states that she has photos of the female on the couch inside of the residence, may have further insight regarding where the female lives. Narrative: 07/02/2021 1202 PSD Telecommunicator Kyleigh Sears Spoke with all adults at [redacted], all teens who reside at the home are working, advised of situation. Narrative: 07/02/2021 1328 Patrol Ronald D Ruggiero See formal report. Refer To Incident: <u>21-7897-0F</u> | | | |

The following is a narrative from a suspicious event which occurred on July 1, 2021:

On Friday, July 2, 2021 at 1105hrs. I, Officer Ron Ruggiero, received a call from dispatch asking that I return a call to _____, who had additional information regarding the suspicious person who was at her residence on the evening of July 1st.

On Thursday, July 1, 2021 at 2331hrs. officers responded to the area of _____ for a report of a female kicking their door, yelling to let her in so she could go to sleep. The female was said to have fled the area and officers were unable to locate her.

Today, I spoke with _____ who had additional information. _____ said that her son-in-law located the female sleeping on the couch of their guest house last night. _____ stated that the female was under the influence and not making any sense. While attempting to figure out who the female was and where the female belonged, _____ said that the females phone began ringing. _____ stated that the female was unable to figure out how to answer it, due to her condition.

_____ said that her daughter answered the face time call from a person by the name of _____. _____ stated that her daughter kept trying to tell _____ that her friend was on their couch and they needed to get her home. _____ kept replying, "No she's here with me at The Port, we're all at The Port". Eventually, the female told _____ that she would send her brother to pick her friend up. _____ said that the female then stood up and ran out of the house toward _____. _____ said that she was not looking for the female to be charged for the B&E.

_____ said that she was able to find that _____ family own _____. I proceeded to _____ and spoke with the parents of _____. They were unaware of the incident and who it could have been as there daughter was working today at _____. They informed me they would get to the bottom of it.

_____ later received a call from _____, the cousin of _____. _____ stated that she had drank too much alcohol and went to the wrong house. _____ was very apologetic and said that she was in the process of purchasing a floral arrangement to deliver to the _____ family and offer an in-person apology. I asked _____ if she would be willing to disclose where she had been drinking alcohol. _____ stated that she had used a fake ID to drink at The Port.

_____ followed up with _____ who was pleased with the end result.

Respectfully Submitted,

Officer Ronald Ruggiero - #195

or Date: 07/03/2021 - Saturday

| <u>Call Number</u> | <u>Time</u> | <u>Call Reason</u> | <u>Action</u> |
|--------------------|-------------|---|---------------|
| 1-7992 | 2150 | Noise Complaint | Investigated |
| Call Taker: | | 4006 - PSD Telecommunicator Kyleigh Sears | |
| Primary Id: | | 191 - Patrol Thomas G Griffiths Jr | |
| Location/Address: | | HWY 481 THE PORT - 541 RT 28 | |
| Calling Party: | | - HARWICH, MA 02645 | |
| ID: | | 189 - Patrol Brendan R Brickley | |
| | | Disp-21:52:25 Enrt-21:52:27 Arvd-21:52:48 Clrd-22:03:11 | |
| | | 191 - Patrol Thomas G Griffiths Jr | |
| Narrative: | | 07/03/2021 2151 PSD Telecommunicator Kyleigh Sears | |
| | | RP states loud music can be heard from the Port restaurant | |
| Narrative: | | 07/03/2021 2158 PSD Telecommunicator Kyleigh Sears | |
| | | Noise violation, G20 spoke with parties on location and they will be turning the music down | |
| Refer To Incident: | | <u>21-7992-OF</u> | |

This is the formal report of Officer Thomas G. Griffiths Jr. regarding the noise complaint on Saturday, July 3, 2021 at "The Port Restaurant."

On Saturday, July 3, 2021, at approximately 2150 hours, I was dispatched to the area of Sea St. for a noise complaint about "The Port Restaurant." Upon arrival I drove down Sea St. and parked my cruiser in front of Sea St. I could hear music and loud voices coming from "The Port Restaurant" as it was Saturday night on the weekend of the 4th of July. I then turned and started walking away from the restaurant and got to The Cape Sea Grille restaurant which is well beyond the 150 feet. I could still hear music playing over outdoor speakers.

I walked back to "The Port Restaurant" and advised an employee that the music was too loud and needed to be turned off. The employee stated that patrons were grabbing the remotes from the host stand and were the ones that were turning up the music. He stated that he would go turn it down right away. The music was soon turned off and no other complaints were called in.

Respectfully submitted,

Officer Thomas G. Griffiths Jr. #191



HARWICHPolice

DEPARTMENT

183 Sisson Road, Harwich, MA 02645

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



DAVID J. GUILLEMETTE

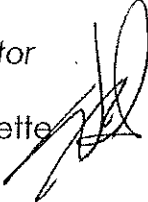
Chief of Police

KEVIN M. CONSIDINE

Deputy Chief

Memorandum

TO: Board of Selectmen
Joseph Powers
Town Administrator

FROM: David J. Guillemette 
Chief of Police

DATE: July 21, 2021

SUBJECT: Follow up report to case # 21-7897-OF

Mr. Powers and members of the Board:

Attached please find a follow up report regarding the investigation of an alleged over service of an underage female using a fake ID at the Port. The preliminary report on this incident was forwarded to you on July 6, 2021.

Please do not hesitate to contact me should you have any questions.

To: Harwich Police Department Case Number 21-7897-OF
From: Detective Sergeant Bob Brackett
Date: July 7, 2021
Subject: Follow-up to Breaking and Entering Investigation

1. On Wednesday July 7, 2021, Detective Sergeant Brackett responded to [redacted] Saquatucket Point Road in Harwich Port, Ma for the purpose of following up with [redacted] in regards to the incident in which she had entered the residence of [redacted] Neel Road. During the incident on July 1, 2021, in which [redacted] was found intoxicated inside of a neighbors residence, it was learned that [redacted] had been previously drinking at The Port Restaurant located at #541 Route 28 in Harwich Port, Ma. It was also learned that [redacted] had used a fake ID in order to obtain service while at The Port.
2. Detective Sergeant Brackett attempted to speak with [redacted] in an effort to obtain the fake ID that she had used while at The Port. Detective Sergeant Brackett spoke with [redacted] and learned that [redacted] was working and not home. Detective Sergeant Brackett learned from [redacted] that she believed that [redacted] had destroyed the ID after the incident [redacted] was asked about the ID and whether it was the license of a relative or someone that looked like [redacted] that she may be using. [redacted] stated that the ID was a complete fake that was bought and was a copy of a Virginia Drivers License. [redacted] stated that she would have [redacted] bring the license to the Harwich Police Department if it had not already been destroyed.
3. Detective Sergeant Brackett subsequently spoke with [redacted] and confirmed that she had cut the ID into pieces and subsequently threw the ID away.

Respectfully Submitted by,



Detective Sergeant Robert Brackett
Harwich Police Detective Division



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

APPLICATION FOR ENTERTAINMENT LICENSE

____ Weekday Entertainment (\$75) __ August 20, 2021_ from 4:30 P.M. to 9:30 P.M._ 1
day (\$25) New application __X__ Batters Box (\$50)
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 x post wedding dinner for 45 guests
including families of bride and groom. The couple's wedding was postponed from 2020 due
to Covid _____

Business Name __Private Home_ 638 and 638a Route 28__ Harwich Port MA
02646 _____ Phone __ _____

Business Address _____

Mailing Address __638 Route 28 Harwich Port MA
021673 _____

Owners Name & Address __Marylynn and David Clune 638 Route 28 Harwich Port MA

Email
Address _____

Managers Name & Address __Not
Applicable _____

**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):**

ENTERTAINMENT TYPE: (Check all appropriate boxes)

____ Concert ____ Dance ____ Exhibition ____ Cabaret ____ Public Show
__X__ Other Wedding dinner from 4:30 P.M. to 9:30 P.M.
____yes_ Dancing by wedding guests

no Dancing by Entertainers or Performers

yes Recorded or Live Music DIS OUTSID - FRONT OF HOUSE

yes Use of Amplification System

no Theatrical Exhibit, Play or Moving Picture Show

no A Floor Show of Any Description

no A Light Show of Any Description

no Any Other Dynamic Audio or Visual Show, Whether Live or Recorded

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 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 _____

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.

David and Marylynn Clune Marylynn K. Clune

Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

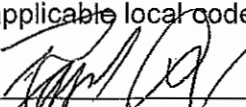
Federal I.D. #

Signature of Partner

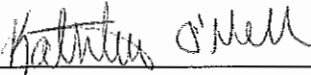
Federal I.D. #

REGULATORY COMPLIANCE FORM

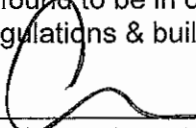
The premises to be licensed as described herein have been inspected and found to be in compliance with applicable local codes & regulations, including zoning ordinances, health regulations & building & fire codes.



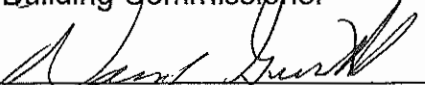
Building Commissioner



Board of Health



Fire Department



Police Department

comments:

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



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) 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 _____ Phone _____

Business Address _____

Mailing Address 44 Chatham Rd.

Owners Name & Address J. ALAIN FERRY 44 CHATHAM RD.

Email Address _____

Managers Name & Address _____

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):

Friday Aug 27 5pm - 11pm

ENTERTAINMENT TYPE: (Check all appropriate boxes)

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

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 _____

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.

[Signature]
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] O'Neill
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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

OLD BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Powers, *Town Administrator*
Meggan M. Eldredge, Assistant Town Administrator

Phone (508) 430-75
Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA



MEMO

TO: David Nixon, Chair, Community Preservation Committee

FROM: Joseph F. Powers, Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: Status Update on 2018 ATM Article 55 – Judah Eldredge land

DATE: June 16, 2021

The purpose of this memorandum is to update you and the members of the Community Preservation Committee relative to an outstanding item from the 2018 Annual Town Meeting.

I am working with staff to revive the town's efforts to complete the acquisition of the property known as the Judah Eldredge property as authorized by the vote of Town Meeting under Article 55 at the 2018 Annual Town Meeting.

In the meantime, please do not hesitate to contact me if you have any questions or if your Committee would like to discuss this matter in greater detail.

Thank you.

CONTRACTS



STANDARD CONTRACTOR EVALUATION FORM for PUBLIC BUILDING PROJECTS

DIVISION OF
CAPITAL ASSET
MANAGEMENT &
MAINTENANCE

INSTRUCTIONS for PUBLIC AWARDING AUTHORITIES:

This Evaluation form is for use *only* by Public Awarding Authorities and their representatives in evaluating the performance of both prime/general contractors and filed sub-bid contractors on Massachusetts Public Building Projects bid under M.G.L. c. 149A and c. 149, Sections 44A and 44F.

Completion, Signing and Submission of this Form for FINAL Evaluations

(1) WHO COMPLETES THE FORM?

(a) Evaluations for public projects costing less than \$1,500,000

For contracts estimated to cost less than \$1,500,000 (not requiring an Owner's Project Manager – "OPM"), an official from the Awarding Authority, architect/designer representing the Awarding Authority or any other party responsible for oversight of the project must complete this form.

(b) Evaluations for public projects costing \$1,500,000 or more

For contracts estimated to cost more than \$1,500,000 an Owner's Project Manager (OPM), responsible for oversight of the project must complete this form.

(c) Public Evaluation forms must always be signed by the Awarding Authority

The evaluations may be prepared by the Awarding Authority's representative (i.e. general contractor, architect, project manager), but the Awarding Authority must also sign the certification section at the bottom of the signature page.

NOTE: Per 810 CMR 8.09(2)(b), "An Awarding Authority or Owner's Project Manager may seek input from the general contractor in evaluating a *sub-bidder's* performance of a Building Project, however, the Awarding Authority or their representative must complete and sign the Standard Contractor Evaluation Form."

(2) WHEN MUST IT BE COMPLETED and SUBMITTED?

Massachusetts state law requires Public Evaluation Forms be completed by the Awarding Authority and submitted to DCAMM:

Within **70 calendar days** from completion of the project for a **Prime/General contractor**

Within **90 calendar days** from completion of the project for **Filed Sub-Bidders**

NOTE: A project is deemed "complete" upon use and/or occupancy, or upon issuance of a certificate of use and/or occupancy, or termination of a Building Project, whichever is earlier.

WHERE MUST THE FORM BE SUBMITTED?

This completed form must be submitted by mail to Commonwealth of Massachusetts, DCAMM – 15th Floor, ATTN.: Contractor Certification Office, One Ashburton Place, Boston, MA 02108; *or* by fax to (617) 727-8284; *or* by email to certeval.dcammm@state.ma.us

Pursuant to M.G.L. c. 149, Sec. 44D (7), a copy of this form must be sent by the Awarding Authority to the contractor.

The contractor shall, within 30 days of receipt of same, be entitled (but not obligated) to submit a written response to DCAMM disputing any information contained in the evaluation and setting forth any additional information concerning the building project or the oversight of the contract by the public agency that may be relevant to the evaluation of the contractor's performance.

Final Evaluations as Public Records:

Final Evaluations and any written contractor responses are included in a contractor's certification file as a "public record" as defined in M.G.L. c. 149, Sec. 7, and are part of the record that Awarding Authorities are required to review in determining the lowest eligible and responsible bidder.

Amendments to Final Evaluations/Prohibition Against Negotiations:

Per 810 CMR 8.02(4), "An Awarding Authority must certify in all evaluation forms as to the accuracy of its contents and shall not negotiate the contents of the Standard Contractor Evaluation Form or the Project Rating with the Contractor or its representatives for any reason." Awarding Authorities finding it necessary for good cause to revise an evaluation may do so *provided they include a written explanation for the revision acceptable to DCAMM.*

Using This Form for PRELIMINARY Evaluations:

This form may also be used to satisfy the requirement under M.G.L. c. 149, Sec. 44D(7), that, at approximately the 50% completion stage, the Awarding Authority shall, for informational purposes, advise the contractor in writing of its preliminary evaluation of the contractor's performance. Do not forward Preliminary Evaluations to DCAMM.

Evaluation and Rating of Contractor Performance

General Information

EVALUATOR:

Name Roman Greer Title Director of Golf
Agency/Firm Town of Harwich Tele # 508-430-5234
Contractor Being Evaluated: JJ Cardosi, Inc DCAMM ID# _____
(If known)

This is a Preliminary Evaluation X Final Evaluation
For a X Prime/General Contractor Sub-Bid Contractor

Project Owner: Town of Harwich
Project Name and Location: Golf Cart Barn Construction at Cranberry Valley
Scope of Work: Design and build a cart barn 112'x60' to house 80 golf carts and a solar array on roof

Contract Start Date 12 | 18 | 17 Contract End Date: 9 | 30 | 18
Actual Completion Date 9 | 30 | 18

Contract Cost for Contractor Evaluated [Including Change Orders]: \$623,551
(If change order amount unknown for subcontractor, estimate as 5% of subcontract amount)

Did the contractor execute this project using their own employees? X Yes No

EVALUATION QUESTIONS

Please rate this contractor's performance in each of the following categories by indicating whether performance was "unacceptable," "poor," "satisfactory," "very good" or "excellent," and enter the applicable point score for each category in the right-hand margin.

Written comments to explain the ratings you assign in any category are extremely helpful, **and if you rate performance below "satisfactory" in any category, a detailed written explanation (with examples) must be provided.**

If additional space is necessary for any written comments, please feel free to attach additional sheets.

1. Quality of Workmanship

Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems on the contract? Was the contractor responsive to remedial work required? If so or if not, provide specific examples.

| | | | | |
|--------------------------------------|-------------------------------|---------------------------------------|-------------------------------------|------------------------------------|
| <u> </u> Unacceptable 0 Points | <u> </u> Poor 14 Points | <u> </u> Satisfactory 24 Points | <u> X </u> Very Good 26 Points | <u> </u> Excellent 28 Points |
| Sub Total | | | | <u> 28 </u> |

Comments:

Project Management: Scheduling

Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor meet the contract schedule or the schedule as revised by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

| | | | | |
|--------------------------------------|------------------------------|---------------------------------------|-------------------------------------|------------------------------------|
| <u> </u> Unacceptable 0 Points | <u> </u> Poor 7 Points | <u> </u> Satisfactory 11 Points | <u> X </u> Very Good 12 Points | <u> </u> Excellent 13 Points |
| Sub Total | | | | <u> 12 </u> |

Comments:

2. Subcontractor Management

Rate this contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors, rate this contractor's overall project management). Was this contractor able to effectively resolve problems? If not, provide specific examples.

| | | | | |
|---|---|---|---|---|
| <input type="checkbox"/> Unacceptable 0 Points | <input type="checkbox"/> Poor 6 Points | <input checked="" type="checkbox"/> Satisfactory 11 Points | <input type="checkbox"/> Very Good 12 Points | <input type="checkbox"/> Excellent 13 Points |
| Sub Total | | | | <u>11</u> |

Comments:

3. Safety and Housekeeping Procedures

Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA violations or serious safety accidents? If so, provide specific examples.

| | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Unacceptable 0 Points | <input type="checkbox"/> Poor 3 Points | <input type="checkbox"/> Satisfactory 7 Points | <input checked="" type="checkbox"/> Very Good 8 Points | <input type="checkbox"/> Excellent 9 Points |
| Sub Total | | | | <u>8</u> |

Comments:

4. Change Orders

Did this contractor unreasonably claim change orders or extras? Were this contractor's prices on change orders and extras reasonable? If not, provide specific examples.

| | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Unacceptable 0 Points | <input type="checkbox"/> Poor 3 Points | <input type="checkbox"/> Satisfactory 7 Points | <input checked="" type="checkbox"/> Very Good 8 Points | <input type="checkbox"/> Excellent 9 Points |
| Sub Total | | | | <u>8</u> |

Comments:

5. Working Relationships

Rate this contractor's working relationships with other parties (i.e. owner, designer, subcontractors, etc.) Did this contractor relate to other parties in a professional manner? If not, give specific examples.

| | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Unacceptable 0 Points | <input type="checkbox"/> Poor 2 Points | <input type="checkbox"/> Satisfactory 5 Points | <input checked="" type="checkbox"/> Very Good 6 Points | <input type="checkbox"/> Excellent 7 Points |
| | | | | Sub Total <u>6</u> |

Comments:

6. Paperwork Processing

Rate this contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittals, drawings, requisitions, payrolls, workforce reports, etc.) Did the contractor submit the required paperwork promptly and in proper form? If not, provide specific examples.

| | | | | |
|---|---|---|---|--|
| <input type="checkbox"/> Unacceptable 0 Points | <input type="checkbox"/> Poor 2 Points | <input type="checkbox"/> Satisfactory 5 Points | <input checked="" type="checkbox"/> Very Good 6 Points | <input type="checkbox"/> Excellent 7 Points |
| | | | | Sub Total <u>6</u> |

Comments:

7. On-Site Supervisory Personnel

Rate the general performance of this contractor's on-site supervisory personnel. Did the superintendent(s) have the knowledge, management skills and experience to run a project of this size and scope? If not, provide specific examples.

| | | | | |
|---|---|--|--|---|
| <input type="checkbox"/> Unacceptable 0 Points | <input type="checkbox"/> Poor 3 Points | <input type="checkbox"/> Satisfactory 10 Points | <input checked="" type="checkbox"/> Very Good 12 Points | <input type="checkbox"/> Excellent 14 Points |
| | | | | Sub Total <u>12</u> |

Comments:

NOTE: TOTAL POINTS SCORE OF LESS THAN 80

Total Points 89

IS A FAILING SCORE

After completing the evaluation, please total the points in order to calculate an overall Project Rating.

PLEASE NOTE: A TOTAL PROJECT RATING SCORE OF AT LEAST 80 IS REQUIRED TO BE CONSIDERED SUCCESSFUL.

If we receive two or more Project Ratings below 80, may constitute cause for denial of certification or for decertification of a contractor

LEGAL AND ADMINISTRATIVE PROCEEDINGS:

Are you aware of any legal or administrative proceedings, invoked bonds, assessed damages, demands for direct payment, payment bond claims, contract failures, contract terminations or penalties involving this contractor on this contract? What is the status of any pending litigation? What was the final outcome of any completed litigation? What are the dollar amounts of assessed damages or penalties?

Comments:

N/A


ADDITIONAL COMMENTS: - (Optional)

EVALUATOR CERTIFICATION:

I certify that, to the best of my knowledge:

- (1) The information contained in this Evaluation represents a true and accurate analysis of the contractor's performance record on this contract;
- (2) The contents of this Evaluation were not in any way the result of any negotiation with the contractor or its representatives; and,
- (3) On the date set forth below, a copy of this Evaluation was sent to the contractor.

Required: Signed by an individual responsible for the oversight of the project:

| | |
|---|---|
|  _____ Signature | 6/30/21 _____ Date |
| Roman Greer _____ Printed Name | 508-430-5234 _____ Contact Telephone # |
| Director of Golf _____ Title | rgreer@town.harwich.ma.us _____ Email Address |

Required Certifications by Awarding Authority:

Pursuant to M.G.L. c. 149, Sec. 44D(7) and 810 CMR 8.02(4) or 810 CMR 8.09(3), I, the undersigned official from the public agency, hereby certify as follows:

- a) The information contained on this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the contractor's performance record on the contract;
- b) The contents of the evaluation form or the Project Rating were not negotiated with the contractor or its representative for any reason; and,
- c) Pursuant to M.G.L. c. 149, Sec. 44D(7), on the date set forth below, a copy of this evaluation was sent to the contractor.

Awarding Authority:

By:

| | |
|-----------------------|------------------------------|
| _____ Signature | _____ Date |
| _____ Printed Name | _____ Contact Telephone # |
| _____ Title | _____ Email Address |



Town of Harwich
COUNCIL ON AGING

Harwich Community Center □ 100 Oak Street □ Harwich, MA 02645
Tel: 508-430-7550 Fax: 508-430-7530

m e m o

TO: Board of Selectmen

CC: Joseph Powers, Town Administrator
Meggan Eldredge, Assistant Town Administrator

FROM: Emily Mitchell, Council on Aging Director *Emily Mitchell*

DATE: July 22, 2021

RE: Lease Agreement with Cape Cod Regional Transit Authority for COA
Transportation Services – 2021 Ford E-450 Super Duty Cutaway

The Council on Aging provides transportation to older adults to all COA programs as well as to other community destinations including grocery stores, pharmacies, the Family Pantry, and essential medical appointments. The COA operates this program with the use of two wheelchair accessible vans – one 8-passenger and one 12-passenger – leased from the Cape Cod Regional Transit Authority (CCRTA). Both vehicles are maintained and serviced through Harwich DPW.

In April 2019, I put in a request to CCRTA for a new 14-passenger van to replace the 12-passenger vehicle, as that vehicle was approaching the end of its useful life. The requested vehicle would allow us to maintain, and even expand, our transportation capacity. The attached lease agreement between the Town and CCRTA reflects the new replacement vehicle which is now ready for COA use.

CCRTA leases this vehicle to the Town for a total cost of \$1.00. The agreement language here is consistent with the active lease we hold for the 8-passenger vehicle.

Access to transportation continuously ranks among the highest needs for older adults in our community. The COA is thankful for the support and partnership with CCRTA to help meet this need.

Recommendation: I recommend that the Board authorize the Chair to sign the attached lease agreement with CCRTA for the new 14-passenger 2021 Ford E-450 Super Duty Cutaway covering the period from 2021-2028 for the total cost of \$1.00 in support of COA transportation services.

LEASE OF EQUIPMENT AND OPERATIONS AGREEMENT
BETWEEN
CAPE COD REGIONAL TRANSIT AUTHORITY
AND
TOWN OF HARWICH

THIS AGREEMENT, made this 25th day of February 2021, by and between the CAPE COD REGIONAL TRANSIT AUTHORITY (hereinafter referred to as the 'AUTHORITY'), and the TOWN OF HARWICH (hereinafter referred to as the 'TOWN') or Operator,

RECITALS

WHEREAS, AUTHORITY is a governmental agency established pursuant to Chapter 161B of the Massachusetts General Laws for the purpose of providing and coordinating public mass transportation services in Barnstable County, Massachusetts; and

WHEREAS, the TOWN desires to lease and operate certain equipment as described in Appendix A of this Agreement from the AUTHORITY to provide transportation services,

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants hereinafter expressed and intending to be legally bound thereby, the parties mutually agree as follows:

I. Duration of Agreement:

The term of this Agreement shall be for one year from the date first written above, and will be automatically renewed from year to year until 2028 with consent of both parties.

II. The AUTHORITY

A. Administrative responsibilities as may be required by this Agreement as well as any other administrative responsibilities that may be required by law to be performed by the AUTHORITY, shall commence as of the date first written above, and shall cease upon submission of any reports and data required of the AUTHORITY by General Laws Chapter 161B, whenever that may occur.

B. The AUTHORITY agrees to lease to the TOWN a vehicle as described in Appendix A for the sum of \$1.00 for the purpose of transporting seniors and people with disabilities. The leased vehicle may be used for incidental purposes only after the needs of these individuals have been met.

- C. The AUTHORITY will work with the TOWN to delegate ADA eligible and Dial-A-Ride Transportation riders to the TOWN to transport when time and space is available on the TOWN operated vehicle. The CCRTA ADA Para-transit and Dial-A-ride Transportation is the door-to-door ride by appointment transportation service offered by the Authority.
- D. The TOWN agrees to provide CCRTA annually with transportation schedule for the leased vehicle on the COA transportation schedule form provided.
- E. The AUTHORITY shall not incur any costs or financial obligation in the name of the TOWN unless allowed by this Agreement or any amendment thereto, nor shall the TOWN incur any costs or financial obligation in the name of the AUTHORITY unless allowed by this Agreement or any amendment thereto.
- F. AUTHORITY and the TOWN do mutually agree to promote market and advertise the transit services to be offered as set forth in Appendix B in a cooperative manner.

III. The TOWN

- A. The TOWN agrees to abide by the rules and regulations of the Massachusetts Registry of Motor Vehicles, and Massachusetts Department of Transportation, and any and all other departments and agencies of the Commonwealth of Massachusetts; the rules and regulations of the CAPE COD REGIONAL TRANSIT AUTHORITY; and, all state and municipal laws, by-laws, ordinances, rules and regulations; throughout the duration of the lease, MassDOT must retain title to the vehicle.
- B. Maintenance and repair of vehicle and/or equipment as described in Appendix A shall be done in accordance with the terms and conditions as set forth in Appendix C hereto.
- C. The TOWN agrees to maintain proper records and submit to the AUTHORITY such reports as may be required in Appendix D in a prompt and timely manner.
- D. The TOWN agrees to add the AUTHORITY as an additional insured to its insurance policy. The TOWN will provide to the AUTHORITY a certificate of insurance for each year that this Agreement is in place, indicating that coverage is in effect. TOWN shall indemnify and render harmless the AUTHORITY from any and all claims for damages made by any person for any reason as a result of the operation of services under this Agreement.
- E. The TOWN agrees that it will not alter or change in any manner or form the appearance, function, or design of the van leased from the AUTHORITY under this Agreement. The TOWN will be allowed to put its name on the sides of the van to identify the service.

F. The TOWN shall report to the AUTHORITY within 24 hours any accident, theft or any other loss, and any and all damage that may be caused for any reason to the leased vehicle.

IV. Other Provisions

- A. Audit and Inspection of Reports. The TOWN hereby covenants and agrees that authorized representatives of the federal government, government of the Commonwealth of Massachusetts and the AUTHORITY will be permitted to inspect transportation operations and all relevant data, books and records; and to audit the books, records and accounts at reasonable times during the term of this Agreement.
- B. Validity. In the event any section, clause, paragraph or provision of this Agreement is declared invalid by a court of competent jurisdiction, such validity will not affect the validity of this instrument as a whole or any part thereof, other than the part declared to be invalid.
- C. Waiver. The failure of the AUTHORITY to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a waiver or relinquishment of such right or power at any other time or times.
- D. Assignment. The TOWN will not assign its right or interest in this Agreement, without first obtaining the written consent and approval of the AUTHORITY which shall not be unreasonably withheld.
- E. Standard Provisions. The Town agrees to adhere to applicable and relevant terms and conditions of the FTA's Master agreement in the maintenance and use of the vehicle. The Town agrees to assist MassDOT comply with applicable requirements identified in the FTA's Annual Certifications and Assurances. In accordance with the requirements of the United States Department of Transportation and the Massachusetts Department of Transportation, the following standard clauses are made a part of this Agreement:

A. CIVIL RIGHTS REQUIREMENTS

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Operator agrees that it will not

discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Operator agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Operator agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Operator agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Operator agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Operator agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Operator agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Operator agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Operator agrees to comply with any implementing requirements FTA may issue.

(3) The Operator also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

B. DISADVANTAGED BUSINESS ENTERPRISES

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or

part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.

(2) DBE Obligation: The OPERATOR agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the OPERATOR shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. OPERATOR shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts.

C. PROHIBITED INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS.

The AUTHORITY has given assurance and OPERATOR does hereby covenant and agree that no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

D. AUDIT AND INSPECTION OF RECORDS. OPERATOR shall permit the authorized representatives of the AUTHORITY to inspect and audit all data and records of OPERATOR relating to this Agreement. To the extent that federal or state funds are involved, the right to inspection and audit shall extend to authorized representatives of the United States Department of Transportation, the Comptroller General of the United States and the applicable offices of the Commonwealth of Massachusetts.

E. RECYCLED PRODUCTS, Recovered Materials. - The OPERATOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

F. CLEAN AIR AND WATER ACTS.

OPERATOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 50B of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. OPERATOR shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN-329).

G. DRUG AND ALCOHOL TESTING

OPERATOR agrees to establish and implement or participate in the drug and alcohol testing program established by the AUTHORITY (see attached information) a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Massachusetts or the

AUTHORITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Operator agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports to CCRTA. To certify compliance the Operator shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

H. DRIVER TRAINING

Operator agrees to comply with the Driving Training requirements as outlined under the Massachusetts Mobility Assistance Program (MAP).

Required Training Courses:

Passenger Assistance Training (PAT) (upon hire)

Drug & alcohol Awareness (upon hire)

CPR (certification must be renewed each year)

First Aid (certification must be renewed every two (2) years)

Defensive Driving (every 2 years)

Wheelchair Lift & Securement Training (every 2 years)

Disability Awareness (required every three years)

Training available through CCRTA and MArtap www.martap.org

I. FEDERAL CHANGES

Federal Changes - OPERATOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Operator's failure to so comply shall constitute a material breach of this contract.

J. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The AUTHORITY and OPERATOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Operator, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The OPERATOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub Operator who will be subject to its provisions.

K. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The OPERATOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 ET seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the OPERATOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Operator further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Operator to the extent the Federal Government deems appropriate.

(2) The OPERATOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Operator, to the extent the Federal Government deems appropriate.

(3) The OPERATOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub Operator who will be subject to the provisions.

L. GOVERNMENTWIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, AUTHORITY may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to AUTHORITY if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the AUTHORITY for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the AUTHORITY.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the AUTHORITY may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

M. PRIVACY ACT

(1) The OPERATOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Operator agrees to obtain the express consent of the Federal Government before the Operator or its employees operate a system of records on behalf of the Federal Government. The OPERATOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The OPERATOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

N. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The OPERATOR shall not perform any act, fail to perform any act, or refuse to comply with any AUTHORITY requests that would cause the AUTHORITY to be in violation of the FTA terms and conditions.

O. TERMINATION

a. Termination without cause. Either party may terminate this Contract, without cause or without penalty, by providing the other party with prior written notice of termination; such prior written notice shall be delivered to the other party at least thirty (30) calendar days before the effective date of termination.

b. Termination for Convenience (General Provision) The Authority may terminate this contract, in whole or in part, at any time by written notice to the Operator when it is in the Government's best interest. If the Operator has any property in its possession belonging to the Authority, the Operator will account for the same, and dispose of it in the manner the Authority directs.

c. Termination for Default [Breach or Cause] (General Provision) If the Operator does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Operator fails to perform in the manner called for in the contract, or if the Operator fails to comply with any other provisions of the contract, the Authority may terminate this contract for default. Serving a notice of termination on the Operator setting

forth the manner in which the Operator is in default shall effect termination. The Operator will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Authority that the Operator had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Operator, the Authority, after setting up a new delivery of performance schedule, may allow the Operator to continue work, or treat the termination as a termination for convenience.

d. Opportunity to Cure (General Provision) The Authority in its sole discretion may, in the case of a termination for breach or default, allow the Operator fifteen (15) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Operator fails to remedy to the Authority's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Operator or written notice the Authority setting forth the nature of said breach or default, the Authority shall have the right to terminate the Contract without any further obligation to Operator. Any such termination for default shall not in any way operate to the Authority from also pursuing all available remedies against Operator and its sureties for said breach or default.

e. Waiver of Remedies for any Breach In the event that the Authority elects to waive its remedies for any breach by Operator of any covenant, term or condition of this Contract, such waiver by the Authority shall not limit the Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

f. Emergency. The Authority may immediately terminate or suspend this contract, without penalty, if the Authority determines that an unanticipated emergency exists, through no fault of the Authority, which by law mandates immediate Authority action to protect state or federal funds, property or persons, or to remedy damages which have already occurred. Such termination or suspension shall be effective upon the Contractor's receipt of written notice of either suspension or termination

P. BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Authority's Administrator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Operator mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Operator shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of Authority's Administrator. Shall be binding upon the Operator and the Operator shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the Authority, Operator shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Operator arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Authority, or Operator shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

Q. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements - No Operator or sub Operator contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the Operator and any sub Operator responsible therefore shall be liable for the unpaid wages. In addition, such Operator and sub Operator shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Operator or sub Operator under any such contract or any other Federal contract with the same prime Operator, or any other federally-assisted contract subject to

the Contract Work Hours and Safety Standards Act, which is held by the same prime Operator, such sums as may be determined to be necessary to satisfy any liabilities of such Operator or sub Operator for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The Operator or sub Operator shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the sub Operators to include these clauses in any lower tier subcontracts. The prime Operator shall be responsible for compliance by any sub Operator or lower tier sub Operator with the clauses set forth in this section.

(Section 102 non-construction contracts should also have the following provision:)

(5) Payrolls and basic records - (I) Payrolls and basic records relating thereto shall be maintained by the Operator during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Operator shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Operators employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

R. Changes. Both parties to this contract reserve the right to propose changes to any of the terms and conditions contained herein at any time during the entire term of the Agreement. No changes shall be deemed to be effective unless and until they are incorporated by mutual agreement into a properly executed written amendment to this contract.

S. Entire Contract. This contract constitutes the entire agreement between the parties with respect to the subject matter thereof and shall have the force and effect of a sealed instrument. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

T. Notice. Any notice or other communication required or permitted to be given hereunder with the exception of normal everyday operation communications shall be in writing and shall be deemed to have been duly given if delivered personally or mailed certified or registered United States mail return receipt requested postage and certified or registration charges prepaid as follows:

To the AUTHORITY

Thomas S. Cahir
Administrator
Cape Cod Regional Transit
Authority
215 Iyannough Road
P.O. Box 1988
Hyannis, MA 02601

To the TOWN

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the dated first written above.

CAPE COD REGIONAL TRANSIT AUTHORITY

BY: THOMAS S. CAHIR, ADMINISTRATOR

DATE:

TOWN OF HARWICH

BY: _____
Michael MacAskill, Chair

DATE:

APPENDIX A

TOWN OF HARWICH

Vehicle: One White 2021 FORD E-450 Super Duty Cutaway

VIN# 1FDFF4FN8MDC09440

APPENDIX B

The equipment described in Appendix A shall be operated by the TOWN in an integrated manner with appropriate transit operations during the period of this Agreement.

The transit service operated by the TOWN shall be offered to the general public in a demand response mode except that the TOWN may offer service on a priority basis to elderly and/or disabled individuals in the same manner as other demand response transit activities now administered by the AUTHORITY.

For the purpose of definition and operating guidelines, 'Demand Response' shall refer to a transportation system with the following characteristics:

1. System patrons must be advised to schedule trip requests through a common dispatcher for service to be received in advance of the preparation of a coordinated schedule for transportation needs to be provided on a particular day.
2. The dispatcher and/or scheduler shall receive requests for transportation services and prepared driver(s) schedule(s) in such a manner that provides the most efficient and cost-effective means of delivering transportation. The schedule prepared for the driver shall be in final form not later than the end of the operating day preceding the day for which the schedule is effective. The schedule shall be in the form prescribed in Appendix C.
3. The vehicle shall not be operated on a scheduled fixed route basis, but shall provide transportation in a manner, which allows system patrons to be picked up at their residence (or any other origin) and driven to their destination together with other patrons who may share in the use of said vehicle according to the schedule established for the day.
4. Scheduling of the vehicle shall be done in such a manner that coordination exists between the TOWN and transit activities administered by the AUTHORITY. If and when there is down time, the TOWN will coordinate with the AUTHORITY ADA and Dial-A-Ride Transportation system. Rides will be assigned by the AUTHORITY to the TOWN to assist in providing additional services to the TOWN. The TOWN should attempt to feed fixed routes whenever possible.

The vehicle shall be operated within the borders of the County of Barnstable. If it is necessary to operate the van outside the geographic area of Barnstable County, Authorization must be first obtained from the Administrator of the Authority.

Activities specifically prohibited in the operation of this transportation service are:

1. School Bus Service
2. Charter Bus Service
3. Sightseeing Service

APPENDIX C

Vehicle Maintenance:

The TOWN shall provide adequate facility (ies) for supporting the operation and maintenance of the van service. The maintenance area shall be equipped to maintain the provided vehicle in accordance with manufacturer warranty and preventive maintenance programs. TOWN will be responsible for all parts and labor for the duration of the lease. The TOWN, at its sole cost and expense, shall provide storage, fuel, lubricants, repairs, parts and supplies required for the maintenance and operation in providing the service.

- A. Acceptance Inspection. The TOWN will pick up vehicles at the Authority's Operations Center. Within three days after receipt, the TOWN will accomplish a detailed inspection of the van and record those deficiencies identified. A copy of this inspection will be provided to the Authority. The Authority and TOWN will attempt to agree on the inspection report within five days of submission to the Authority. After the Acceptance Inspection, the TOWN assumes full responsibility for the vehicle maintenance. The TOWN is responsible for obtaining Registry inspection and insurance coverage.
- B. Maintenance of Vehicles. It is expected that all preventive maintenance will be performed at such times as to avoid impacting the service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the van will be available for service during the service day. The Authority may, periodically, inspect the van either at its maintenance facility or while the vehicles is in service. If in the opinion of the Authority, the vehicle does not meet the acceptable standards of cleanliness, safety, or operability, the Authority may remove the vehicle from service until such time as the problems associated with it have been rectified by the TOWN.
The town may utilize the CCRTA Maintenance Department for maintenance and repairs of leased vehicle and will be responsible for all parts and labor costs. To schedule maintenance or repairs call 800-352-7155 Ext. 104.
- C. Daily Inspections. TOWN is required to insure vehicle operators accomplish a daily safety and equipment function inspection. These inspections are to be recorded and retained in the vehicle maintenance file.
- D. Preventive Maintenance. Preventive Maintenance will be performed at 5000-mile intervals as specified by the manufacturer in accordance with the attached schedule. The work performed will be documented on maintenance forms provided (see attached) originals are to be sent to CCRTA and copies are to be retained in a vehicle maintenance file.
- E. Vehicle Cleanliness. Vehicle interiors and exteriors shall be washed once a week with more frequent washing as required by weather conditions. Interiors shall be swept, trash emptied, dusted and spot-mopped once daily.

- F. Maintenance and Accident Records. TOWN shall maintain a file, which includes by date of action, all Daily Inspections and all Preventive Maintenance functions and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use. Records shall be kept of any accident in which the vehicle has been involved, including the repair work required to return the vehicle to service. Records shall be available for inspection by the Authority at any time. Records will be returned with the vehicle at the end of the contract.
- G. Emergency/Special Reports. TOWN shall notify the Authority within 24 hours of any accident. If the accident involves injuries or extensive property damage, the Authority shall be notified **immediately**, regardless of the hour or day. Copies of all accident reports shall be sent to the Authority ASAP (preliminary report within 24 hours).
- H. Yearly Inspections. OPERATOR shall bring vehicles to the CCRTA Operations Facility at 40 American Way South Dennis, MA 02660 once/year for an annual CCRTA inspection and state inspection sticker of which there will be no cost to the OPERATOR for state inspection sticker. The attached inspection form will be completed. A copy of the inspection form will be given to the OPERATOR and a copy to the Administrator. Any deficiencies will need to be corrected within two weeks after inspection unless approved in writing by the Administrator.

APPENDIX D
STATISTICAL REPORTING

The attached form shall be sent to the Authority not later than 15 days after the end of the month. Monthly reports are to be mailed, faxed, or e-mailed to the Grants Manager, Noah Berger, at Fax: (508) 775-8513, address CCRTA, P.O. Box 1988, Hyannis MA, 02601, e-mail address nberger@capecodrta.org.

DEFINITIONS

MONTH/YEAR: Is the month and year that is being reported on.

BEGINNING ODOMETER READING: Is the odometer reading at the beginning of the reporting month.

TOTAL ONE WAY PASSENGER TRIPS: Is when a passenger is drop off at their destination, this is counted as a one way passenger trip. Example: Mrs. Jones from home to the senior center is one, one way trip.

TOTAL VEHICLE HOURS: Total vehicle hours are all the hours that the vehicle is on the road for the month. Example: Driver starts their daily schedule at 8:00 AM to 4:00 PM this = 8 hours per day for the number of days in the month the van was used 20 days X 8 hours = 160 hours for the month.

TOTAL VEHICLE MILES: Total vehicle miles are the total number of miles that the vehicle travelled in the reporting month. Example: This number is the difference between the starting odometer reading (at the top of the report) and the ending odometer reading (at the bottom of the report).

PASSENGER VEHICLE HOURS: Are the number of hours that the vehicle was engaged in passenger travel (anytime the vehicle is either picking up or dropping off passengers). Note: This does not include non passenger trips. Example: Trips to the highway department for service, trips to the town hall etc. Those trips are reflected in the total vehicle hours and total vehicle miles.

PASSENGER VEHICLE MILES: Are the number of miles that the vehicle travelled while engaged in passenger travel (anytime the vehicle is either picking up or dropping off passengers). Note: This does not include non passenger trips.

FUEL COST: Is the total cost of fuel for the month.

GALLONS OF FUEL: Is the total number of gallons of fuel purchased.

MILES PER GALLON: Is the number of miles the vehicle travelled on one gallon of fuel.

OF CCRTA VEHICLES: Is the number of CCRTA vehicles leased to the town for the COA.

OF CCRTA VEHICLE ACCIDENTS: Is the number of accidents that the CCRTA leased vehicle was involved in for the reporting month.

ACCIDENT VEHICLE MILES: Is the odometer reading of the CCRTA vehicle at the time of the accident/accidents.

VEHICLE MAINTANANCE: Attach reports and mileage if maintenance was performed.

END/MONTH ODOMETER READING: Is the ending odometer reading for the month.

SIGNATURE: Is the COA director's signature. **DATE:** Is the date the report was signed.

CAPE COD REGIONAL TRANSIT AUTHORITY
Lease Vehicle Monthly Report

TOWN _____

MONTH/YEAR _____

STATISTICS

TOTAL ONE-WAY PASSENGER TRIPS _____

TOTAL VEHICLE HOURS _____

TOTAL VEHICLE MILES _____

VEHICLE REVENUE HOURS _____

VEHICLE REVENUE MILES _____

GALLONS OF FUEL _____

OF REVENUE VEHICLES _____

OF REVENUE VEHICLE ACCIDENTS _____

END/MONTH ODOMETER READING _____

Submitted by: _____

APPENDIX E

CAPE COD REGIONAL TRANSIT AUTHORITY

CONTACT SHEET

Administrative Offices (508) 775-8504 Fax (508) 775-8513

| Title | Name | Extension | @capecodrta.org |
|--------------------------|------------------|------------------|------------------------|
| Administrator | Thomas Cahir | Ext.204 | tcahir@ |
| HST Manager | Linda Landry | Ext. 212 | llandry@ |
| Chief Financial Officer | Henry Swiniarski | Ext. 205 | hswiniarski@ |
| Finance Manager | Lisa McKay | Ext. 202 | lmckay@ |
| Consumer Affairs Manager | Kathy Jensen | Ext. 200 | kjensen@ |
| Mobility Manager | Chris Kennedy | Ext. 208 | ckennedy@ |
| Grants Manager | Noah Berger | Ext. 249 | nberger@ |

Address:

Hyannis Transportation Center
215 Iyannough Road
P.O. Box 1988
Hyannis, MA 02601

Operations Center (800) 352-7155, (508) 760-9404, Fax (508) 385-3028

24 Hour Answering Service

| | | | |
|-----------------------|-----------------|----------|-------------|
| General Manager | John Kennedy | Ext. 118 | jkennedy@ |
| Asst. General Manager | Fred Valdivia | Ext. 101 | fvaldivia@ |
| Maintenance | Peter Doolittle | Ext. 104 | pdoolittle@ |
| Drug Testing | Fred Valdivia | Ext. 101 | fvaldivia@ |

Address:

CCRTA Operations Center
40 American Way
South Dennis, MA 02660

All questions related to the lease or lease specifications should be directed to Chris Kennedy or Noah Berger.

All questions related to the maintenance to Peter Doolittle, and drug testing should be directed to Fred Valdivia.

APPENDIX F



DRUG AND ALCOHOL TESTING

As an operator of a vehicle that is owned by Cape Cod Regional Transit Authority, you are required to comply with the FTA's (Federal Transit Administration), Drug and Alcohol Program (as outlined in the lease agreement). The program includes; Pre-employment, Random, Post Accident, Reasonable Suspicion, and Return to Duty testing. In order to ensure compliance with the FTA regulations, CCRTA will enroll the safety sensitive employees who meet the criteria into the Drug and Alcohol testing pool for Cape Cod Regional Transit Authority.

Please provide CCRTA with the information that is needed to add your employees to the pool. CCRTA needs their name, and Social Security Number (to use as an identifier). CCRTA also, needs to know if they are an Operator (Op), a Mechanic (M) or a Controller/Dispatcher (D).

CCRTA will need to have this information before you start operating your new vehicle, and anytime that there is a change in employees (additions and deletions).

Fred Valdivia, Asst. General Manager of Eastern MA Transit Company, Inc. (the CCRTA operator) is the Drug and Alcohol Program Manager for CCRTA.

CCRTA has several testing sites throughout the Cape. A CCRTA representative will contact you for the random tests. For all pre-employment, post accident, and reasonable suspicion testing, please contact Fred.

Please direct all questions and responses related to the Drug and Alcohol Program to Fred, by phone, mail, or e-mail at:

Fred Valdivia, Asst. General Manager
CCRTA Operations Center
40 American Way
South Dennis, MA 02660
800-352-7155 Ext. 101
(508) 385-1430 Ext. 101
Fax (508) 385-3028
fvaldivia@capecodrta.org

APPENDIX G

**Council on Aging
Transportation Schedule**

COA Name: _____

Address: _____

Town: _____ **Zip:** _____ **Phone No:** _____

Fax: _____ **E-mail address:** _____

Days of Operation: _____

Hours of operations: _____

Reservations: _____

Description of service: _____

Destination area served: _____

Available vehicles: _____

Client priority: _____

Fare/Donations: _____

APPENDIX H

PREVENTIVE MAINTENANCE SCHEDULE

Every 5000-Miles

- Change Motor Oil and Filter
- Lubricate Chassis
- Inspect and Repair Brakes as necessary
- Check Brake Fluid Level
- Inspect Tires and Insure Wheel Lugs are Tight
- Inspect Exhaust System and Repair as necessary
- Inspect Coolant Hoses and Replace as necessary
- Replenish Coolant if necessary
- Check Differential Fluid Level
- Inspect Engine Belts and Replace as necessary
- Inspect Front End Linkage and Repair as necessary
- Check all Lights and Replace/Repair as necessary
- Exercise Wheelchair Lift, Repair as necessary and Lubricate
- Check all Wheelchair Securement Equipment and Passenger Restraints
- Check and Load-test Batteries and Clean Terminals as necessary
- Inspect all Glass and Repair/Replace as necessary
- Check Transmission Fluid
- Check Transmission for Leaks and Repair as necessary
- Check Windshield Washer Fluid and Wiper Blades; Replace as necessary
- Inspect Drive Train and Replace U-joints as necessary
- Activate Air Conditioning and Repair/Recharge as necessary

Every 20,000-Miles

- Replace Air and Emission Filters
- Inspect Wheel Bearings and Repack/Replace as necessary

Every 60,000-Miles

- Tune-up Engine
- Replace Ignition Wires
- Replace Spark Plugs

5,000-MILE MAINTENANCE PROGRAM

Vehicle Registration # _____ Vehicle # _____

Vehicle Mileage _____ at Last P.M. _____

Date Removed From Service ____/____/____ Date Returned ____/____/____

| | Check if Completed: |
|--|---------------------|
| 1) TEST DRIVE VEHICLE..... | _____ |
| 2) CHANGE OIL FILTER..... | _____ |
| 3) CHECK LUBE LEVEL, REAR END & TRANS..... | _____ |
| 4) LUBE CHASSIS..... | _____ |
| 5) LUBE THROTTLE LINKAGE..... | _____ |
| 6) CHECK FLUID LEVEL: BATTERY, RADIATOR & WINDSHIELD WASHER..... | _____ |
| 7) CHECK FLUID LEVEL: MASTER CYLINDER & POWER STEERING..... | _____ |
| 8) INSPECT UPPER AND LOWER CONTROL ARMS & BUSHINGS..... | _____ |
| 9) INSPECT ALL DRIVE BELTS & ALTERNATOR BELT & BRACKET..... | _____ |
| 10) ADJUST AIR IN TIRES TO 65 LBS..... | _____ |
| 11) INSPECT ALL INTERIOR LIGHTS, EXTERIOR LIGHTS, HI & LOW BEAMS..... | _____ |
| 12) VISUAL INSPECTION OF GENERAL VEHICLE CONDITION..... | _____ |

20,000/ 40,000-MILE MAINTENANCE PROGRAM

Vehicle Registration # _____ Vehicle # _____

Vehicle Mileage _____ at Last P.M. _____

Last Removed From Service ____/____/____ Date Returned ____/____/____

| | Check if Completed: |
|--|---------------------|
| 1) TEST DRIVE VEHICLE..... | _____ |
| 2) CHANGE AIR & OIL FILTER..... | _____ |
| 3) REPLACE POSITIVE CRANK CASE VENT VALVE..... | _____ |
| 4) REPLACE IN-LINE FUEL FILTER..... | _____ |
| 5) REPLACE TRANSMISSION FLUID AND GASKET..... | _____ |
| 6) REPLACE IGNITION CABLES..... | _____ |
| 7) CHECK LUBE LEVEL-REAR END & TRANSMISSION, CHECK & TIGHTEN BODY-SPRING AXLE, U-BOLTS & SHACKLES..... | _____ |
| 8) CHECK FLUID LEVEL-MASTER CYLINDER AND POWER STEERING..... | _____ |
| 9) INSPECT ALL DRIVE BELTS, INCLUDING ALTERNATOR BELT & BRACKET & ADJUST AS NECESSARY..... | _____ |
| 10) INSPECT BRAKE SYSTEM (FRONT, REAR, EMERGENCY)..... | _____ |
| 11) INSPECT POWER STEERING SYSTEM (FLUIDS & BELT)..... | _____ |
| 12) INSPECT COMPLETE EXHAUST SYSTEM..... | _____ |

13) INSPECT ALL BALLJOINTS, STEERING LINKAGE & UNIVERSAL JOINTS.....

14) APPLY SOLVENT TO CARBURETOR CHOKE SHAFT.....

15) LUBE CHASSIS.....

16) LUBE STEERING BOX AND LINKAGE.....

17) LUBE DOORS, HOOD RELEASE & SAFETY LATCH.....

18) INSPECT BATTERY, CLEAN TERMINAL & CHECK WATER OR EYE IF MAINTENANCE FREE.....

19) CHECK ALL TIRES & AIR PRESSURE.....

20) CHECK FRONT END ALIGNMENT & IDLER ARM DRAG LINK.....

21) CHECK ALL WHEEL CHAIR STANCHIONS FOR WEAR. BE SURE TO CHECK FOR ALL SECUREMENT EQUIPMENT (i.e. BUDDY BELTS, FLOOR SECUREMENT, ETC.).....

22) COMPLETE 5,000 MILE LIFT MAINTENANCE PLAN.....

23) REPLACE AIR AND EMISSION FILTERS.....

23) INSPECT WHEEL BEARINGS AND REPACK/REPLACE AS NECESSARY.....

ADDITIONAL COMMENTS:

60,000/120,000-MILE MAINTENANCE PROGRAM

Vehicle Registration # _____ Vehicle # _____

Vehicle Mileage _____ at Last P.M. _____

Last Removed From Service ____/____/____ Date Returned ____/____/____

Check if Completed:

- 1) TEST DRIVE VEHICLE..... _____
- 2) CHANGE AIR & OIL FILTER..... _____
- 3) REPLACE POSITIVE CRANK CASE VENT VALVE..... _____
- 4) REPLACE IN-LINE FUEL FILTER..... _____
- 5) REPLACE TRANSMISSION FLUID AND GASKET..... _____
- 6) REPLACE IGNITION CABLES..... _____
- 7) CHECK LUBE LEVEL-REAR END & TRANSMISSION, CHECK & TIGHTEN BODY-SPRING AXLE, U-BOLTS & SHACKLES..... _____
- 8) CHECK FLUID LEVEL-MASTER CYLINDER AND POWER STEERING..... _____
- 12) INSPECT ALL DRIVE BELTS, INCLUDING ALTERNATOR BELT & BRACKET & ADJUST AS NECESSARY..... _____
- 13) INSPECT BRAKE SYSTEM (FRONT, REAR, EMERGENCY)..... _____
- 14) INSPECT POWER STEERING SYSTEM (FLUIDS & BELT)..... _____
- 12) INSPECT COMPLETE EXHAUST SYSTEM..... _____

13) INSPECT ALL BALLJOINTS, STEERING LINKAGE & UNIVERSAL JOINTS.....

14) APPLY SOLVENT TO CARBURETOR CHOKE SHAFT.....

15) LUBE CHASSIS.....

16) LUBE STEERING BOX AND LINKAGE.....

17) LUBE DOORS, HOOD RELEASE & SAFETY LATCH.....

18) INSPECT BATTERY, CLEAN TERMINAL & CHECK WATER OR EYE IF MAINTENANCE FREE.....

19) CHECK ALL TIRES & AIR PRESSURE.....

24) CHECK FRONT END ALIGNMENT & IDLER ARM DRAG LINK.....

25) CHECK ALL WHEEL CHAIR STANCHIONS FOR WEAR. BE SURE TO CHECK FOR ALL SECUREMENT EQUIPMENT (i.e. BUDDY BELTS, FLOOR SECUREMENT, ETC.).....

26) COMPLETE 5,000 MILE LIFT MAINTENANCE PLAN.....

26) TUNE-UP ENGINE.....

27) REPLACE SPARK PLUGS.....

ADDITIONAL COMMENTS:

CORRESPONDANCE

From: David LeBlanc
Sent: Sunday, July 18, 2021 10:41 AM
To: David LeBlanc
Cc: Joe Powers; Michael D. MacAskill
Subject: Depot St Spill

Please distribute as appropriate.

Blind copy to Mclardy and Brown:

I have received two inquires this weekend about the spill that occurred on Wednesday.

The following was posted on Facebook and I will fill in the rest of the details:

“ At approximately 12pm today Harwich Police and Fire were dispatched to Great Western and Depot for a report of fluid in the road.

When police units arrived in the area they found a spill from the Route 6 overpass on Depot all the way to Great Western Rd.

Further investigation revealed a truck carrying an excavator had struck the bridge, rupturing a hydraulic line and causing the spill.

Harwich DPW as well as the Robert Our Company applied sand to the affected roadways and then swept it up and reapplied as needed.

Motorists are asked to use caution as the road may still be slick in areas especially with the moisture in the air.

The accident is under investigation by the Harwich Police and the Mass State Police.

MAssDOT (pictured) inspected the bridge (which they had just finished inspecting prior to the crash) and deemed it safe.”

The DEP was notified and responded on Thursday. They made contact with the contractor who is responsible for the clean up. It was determined that a quantity of hydraulic fluid (at this time it appears to be less than 20 gallons) was spilled under pressure on Depot St. Vehicle traffic caused the spill to be spread.

The DPW and Robert Our sanded and swept the street which is the appropriate remediation for this type of spill. That sand will be clean up by a clean up company that the contractor will work with.

The DEP is the enforcement for these type of spills and we are required to contact them with any spill that meets the reportable quantities established. In the case of hydraulic fluid, that is 10 gallons, unless it is vegetable based, then it is 55.

Gasoline and diesel are also 10 gallons, for reference.

Unfortunately hydraulic fluid leaves significant staining on road, this will wear away over time. But there is no hazard of contamination, and the biggest concern would be vehicle safety because the road may be slick. That was why the DPW sanded and swept twice and sign boards were put out warning motorists.

The Harwich Police will have information regarding the accident and what actions/charges have been filed. That is not my purview.

The DEP may also issues fines, aside from requiring the clean up. That will be determined after their investigation.

Please let me know if I can provide any additional information.

Subject: Brooks Park lighting project

Joe,

Good afternoon.

I was asked at the last meeting of the Harwich Rec & Youth Commission if I had an update on the RFP for the new lights at Brooks Park which I did not.

I have also been asked numerous times by the CPC for an update on the RFP/project.

The Rec & Youth Commission is very concerned that the RFP delay could impact the project based on funding currently approved by voters.

The voters approved CPC articles for \$333,500 at the 2018 ATM and an additional \$125,000 at the 2021 ATM.

The additional \$125,000 approved at the May ATM was based on information provided by Thompson Engineering after a site visit to Brooks Park on July 8, 2020.

The next meeting of the Rec & Youth Commission is July 27th and I would like to be able to provide the commission with an update,

Thank you in advance for your assistance.

John Mahan, Chairman
Harwich Recreation & Youth Commission

Francis L. Pugsley
2 Concord Drive
Harwich, MA 02645-2602
Cell: 617-549-7647

July 16, 2021

Mr. Dan Pelletier
Superintendent
Harwich Water Department
196 Chatham Road
Harwich, MA 02645

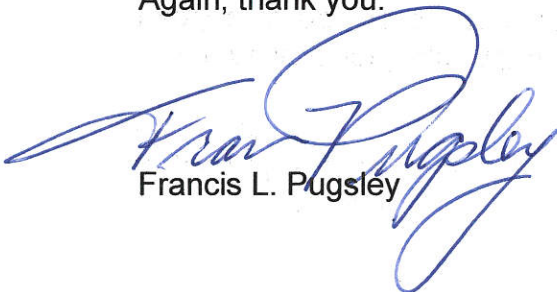
Dear Mr. Pelletier:

On Wednesday of this week (07/14/21), Jason Eldredge and his crew consisting of Scott Curry, Josh Majka, and Matt Allen showed up at my house on Concord Drive (at the exact time Jason had told me to expect them) to replaced the town water line from the street connection into my cellar. My reason for replacing the old line is because I am having a new deck installed over the location where the water line enters the cellar and upon earlier inspection by Jason, he advised that it would be a good idea to replace the pipe (originally installed in 1972) before installing the new deck.

From my first dealings with the Water Department when I went down to see what I needed to do the get the water line inspected and met with I believe she was Tracy Alves to the moment Jason and his crew drove away from my property when the job was completed, each and every one of your department employees couldn't have been more responsive, more courteous, more polite, more respectful, more helpful, or more professional. I tried to give the crew members a few dollars tip for their outstanding and hard work and each refused stating that that is what the town pays them for. I am extremely impressed with your personnel and I am proud to live in a town that has people of this caliber working for the citizens of our town. I believe it not only speaks volumes about the type of personnel you hire, but it also sheds a very favorable light on the management of the department.

Please convey my special thanks to each person I have mentioned, and I also want to thank you for hiring such very special people and for exercising superior management skills over your department.

Again, thank you.


Francis L. Pugsley