

SELECTMEN'S MEETING AGENDA*

Regular Meeting 6:30 P.M.

Tuesday, June 15, 2021

REMOTE PARTICIPATION ONLY
OPEN PUBLIC FORUM – PLEASE READ

1. First, send an email to: comment@town.harwich.ma.us (send emails at any time after the meeting agenda has been officially posted)
 - a. In the subject line enter “request to speak, your name”
 - b. In the body of the email please indicate which specific agenda item you wish to speak on.
No further detail is necessary.
2. The meeting will close to new attendees promptly at the scheduled start time for the meeting, generally 6:30pm. It will remain closed to new attendees until agenda items with scheduled speakers are reached. This is to minimize interruptions. You may join prior to (6:30) or when the meeting has been opened up. You may participate using your computer and the GoToMeeting interface or simply using your phone. Connection information can be found below.
3. After the Chairman has opened the floor to those wishing to speak callers will be taken in the order the emails are received.

Use *6 to mute and unmute your phone

When you join the meeting by phone you should turn off Channel 18 or your computer if streaming the meeting.

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/180835461>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3311](tel:+18722403311)

Access Code: 180-835-461

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **WEEKLY BRIEFING**
 - A. COVID-19 Updates
 - B. Update on ongoing efforts by the Town in support of the business community
- IV. **PUBLIC COMMENTS/ANNOUNCEMENTS**
- V. **PRESENTATIONS**
 - A. Presentation of a solar array proposal by Monomoy Regional High School Project Citizen students
- VI. **NEW BUSINESS**
 - A. Update on current Cape & Vineyard Electric Cooperative, Inc. (CVEC) projects
 - B. Discussion and Possible Vote to withdraw the “As of Right”, “Community Center 4” and “Community Center 5” CVEC projects from Rounds 4 and 5
 - C. Discussion and possible vote to submit CVEC projects for participation in Round 6
 - D. Announcement – Annual Meeting with Licensed Liquor Establishments will be held on Friday, June 25, 2021 at 10:00 A.M. at the Harwich Police Department
 - E. Announcement – The Board of Selectmen will hold a public meeting to discuss noise on Monday, June 28, 2021 at 6:30 P.M.
 - F. Discussion and possible vote to hold a Public Hearing for the alleged violations at Seal Pub – 703 Main Street
 - G. Discussion and possible vote to authorize the Town Administrator to be the Hearing Officer for the Public Hearing for alleged violations at Seal Pub – 703 Main Street
 - H. Discussion and possible vote to apply for and accept Coronavirus Local Fiscal Recovery Fund (CLFRF) Funding in the amount of \$1,270,886 of which 50% is currently available for distribution and the remaining 50% will be made available not less than 12 months after Harwich receives the first distribution
 - I. Discussion and possible vote to authorize the Chairman to sign the Coronavirus Local Fiscal Recovery Fund (CLFRF) application
 - J. Discussion and possible vote to approve an ad hoc designer selection committee for the Brooks Academy Museum building project
 - K. Discussion and possible vote to approve the 2021 Selectmen Liaison Assignments
 - L. Discussion and review Selectmen Liaison Policy
 - M. Update on Stone Horse Workforce Housing complaint-860 and 868 Route 28
- VII. **OLD BUSINESS**
 - A. Update – Hall’s Path
 - B. Update - Snack shack
- VIII. **TOWN ADMINISTRATOR’S REPORT**
- IX. **SELECTMEN’S REPORT**
- X. **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 Powell, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
June 11, 2021

WEEKLY BRIEFING



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

June 10, 2021

WEEKLY COVID-19 UPDATE

CASES & STATISTICS

Harwich has seen a cumulative total of 757 cases of COVID-19, and 57 deaths to date. We are currently following 2 active cases. The positivity rate is 1.20%, which still leaves us in the “Grey” designation. Over the last two weeks the Town has seen 4 positive tests out of 333 total tests.

VACCINATION

To date, 8,328 of our 12,591 full time residents are fully vaccinated, and 9,547 have received at least one dose. Approximately seventy three percent of all eligible residents are fully vaccinated, and approximately sixty six percent of the entire town are vaccinated.

Age Group	Population Size	Individuals with at least one dose	Fully vaccinated individuals	Percent of fully vaccinated
*0-11 Years *Ineligible	*1,109	*0	*0	*0
12-15 Years	457	223	39	9%
16-19 Years	426	306	230	54%
20-29 Years	1,055	663	547	52%
30-49 Years	2,146	1,711	1,457	68%
50-64 Years	3,012	2,518	2,222	74%
65-74 Years	2,551	2,285	2,151	84%
75+ Years	1,833	1,841	1,682	92%
Total	12,589 11,480 (Eligible)	9,547	8,328	66% 73%

Vaccine appointments can be scheduled at:

- <https://vaxfinder.mass.gov/>
- <https://mychart-openscheduling.et1149.epichosted.com/MyChart/OpenScheduling>
- <https://www.barnstablecountyhealth.org/vaccine-registration>
- https://www.cvs.com/immunizations/covid-19-vaccine?cid=ps_cvdvcc&gclid=EAIaIQobChMIkpXrvYf-8AIVg5-zCh2p2wh3EAAYASAAEgLRKfD_BwE&gclsrc=aw.ds
- <https://stopandshop.com/covid-vaccine>

TESTING

Testing is available at a variety of locations. Please visit:

<https://www.barnstablecountyhealth.org/falmouth-and-hyannis-covid-19-test-sites>

REMINDERS

In general, people are considered fully vaccinated:

- 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or
- 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine

If you don't meet these requirements, regardless of your age, you are NOT fully vaccinated. Keep taking all precautions until you are fully vaccinated.

If you've been fully vaccinated:

- You can resume activities that you did prior to the pandemic.
- You can resume activities without wearing a mask or staying 6 feet apart, except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance.
- If you travel in the United States, you do not need to get tested before or after travel or self-quarantine after travel.
- If you've been around someone who has COVID-19, you do not need to stay away from others or get tested unless you have symptoms.
 - However, if you live or work in a correctional or detention facility or a homeless shelter and are around someone who has COVID-19, you should still get tested, even if you don't have symptoms.

STAFF ACKNOWLEDGEMENT

Public Health is commonly referred to as the "invisible profession" because it's not typically mentioned until there is a problem. The Health Department inspects food establishments a minimum of four times a year, pools three times a year, witnesses soil evaluations, monitors bathing beaches water quality, inspects septic systems, monitors consumption well laboratory results, tracks infectious diseases, deals with nuisances, provides health education, and hosts vaccination clinics- just to name a few regular tasks. Public Health isn't flashy like some other health sectors, but it certainly affects everyone. While Meggan and I have been the face of the Health Department at the Board of Selectmen meetings, we couldn't have made it through the past sixteen months without the incredible Health Department staff. Jennifer Clarke, Mark Polselli, and Geri Leonard have been truly invaluable assets to the Town. When COVID first started in March of 2020 we were receiving over a hundred phone calls a day; a mix between complaints, and comforting scared members of the public. The staff was faced with enforcing ever changing regulations, sharing newly developed information on a never before seen virus, and working out in the field while others were able to work from home. They were able to do this all while ensuring that regular Health Department services were never neglected, and maintaining a positive attitude. We were one of the few Health Departments on Cape to still provide normal inspectional services and permit review during the entire pandemic. As the Public Health Emergency wanes, they will still continue invisibly protecting the health and wellbeing of everyone in Town.

Best,

Katie O'Neill, Sc.D., R.S.

COVID-19 UPDATE JUNE 10, 2021

Page 2 of 2

PRESENTATIONS

Project Citizen Solar Canopies

Presentation to the Harwich Board of Selectmen

F Civics



Solar Canopies for Monomoy RHS

This year the Civics F block at Monomoy Regional High School is participating in Project Citizen and as a class we picked climate change as the issue we worked on. To improve the climate we thought of the idea of Solar Canopies.

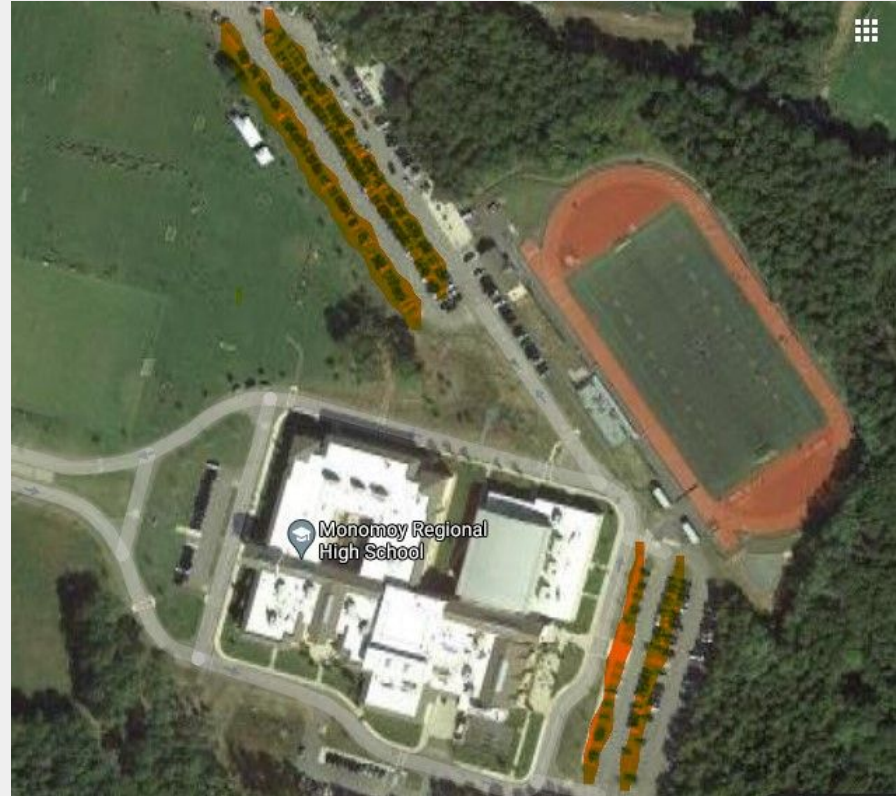
- Solar Canopies are designed to help utilize open space by incorporating solar panels on raised platforms.
- These solar panels are placed over parking lots to create shade for cars and provide solar energy.
- These will reduce electric costs for the schools and will reduce greenhouse gases, helping the environment



What would the project look like?

Project Details:

- Size of the project: ~600kW (three times the rooftop 200kW system)
- Cost of the project: \$2-\$3 per Watt - Total: \$1.2 million to \$1.8 million
- Costs could be paid by the school or by the developer (if they get most of the money for the electricity)
- If the solar panels produce more energy than the school needs, the credits can go to other places in the district or the town
- The map on the right shows where we were thinking of putting the solar canopies



Steps to the Process

1. Harwich Board of Selectmen would support the project
2. The Monomoy Regional School Committee would decide to support the project
3. The School District would work with Cape and Vineyard Electric Cooperative (CVEC) to develop a project plan
4. CVEC would include the project in a future round of solar development
5. CVEC would help the school choose a developer and develop the project



Thank you!



NEW BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Power, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Board of Selectmen
Joseph F. Town Administrator

FROM: Meggan Eldredge, Assistant Town Administrator *ME*

RE: CVEC, NEW BUSINESS ITEMS A, B & C

DATE: June 15, 2021

Status of current solar projects with CVEC.

1. The Cranberry Valley Cart Barn roof mounted solar array has been installed. We are currently waiting on a PPA (power purchase agreement) amendment document to be signed before moving forward.
2. The Cranberry Valley Ground Mount Solar Array has also been installed and is waiting for connection to the grid. We are also waiting on a PPA amendment document to be signed before moving forward.
3. Harwich "As of Right" ground mounted solar array included in Round 4-on hold
4. Community Center South Canopy was included in Round 4-on hold
5. Community Center North Canopy was in Round 5 – on hold

These three projects are on hold right now due to several reasons. The first is that the contracts for the projects have not yet been finalized. Several revisions have gone back and forth between CVEC, Greenskies and counsel without resolve. Another issue has been deciding on a Power Purchase Agreement or a Stand Alone Lease (SAL). There are benefits to each, and I believe Maria from CVEC will explain this better than I can. With the change in leadership in both the Town as well as CVEC, these two projects have not moved forward.

The Town has an option to withdraw from contract negotiations with Greenskies and DSD. A vote to withdraw is necessary in order to go this route.

From Maria Marasco: *"If there is consensus to withdraw, the Town may wish to consider submitting these projects into Round 6 which is currently underway. CVEC has greatly*

improved the process and have enlisted the support of BCK Law and Cadmus (as Project Consultant), both highly-regarded in their field. If there is consensus and if the projects remain of interest to include them in Round 6, CVEC is prepared to give the Town a discount against the RFP fee of \$6,500. (Below)”

Withdrawing from Rounds 4 and 5 will allow the Town to start the procurement process again with the potential for a more financially advantageous agreement. Policies from Eversource and the Department of Public Utilities have changed and include options that were not available during the last round.

7.16.20 Name of PV System	Owner	CVEC PV Round	Host Town or District	DC Rating KW	Canopy (C), Ground (G) or Roof (R)	Battery	BTM or ATM	PPA or SAL	Annual Prod. Estimate - EAO- (kWh)	Annual Prod. Estimate - EAO - (kWh)	Approx. savings at end year one	Estimated savings at end year twenty	PPA or Lease Payment	CVEC ADDER
CVEC -7	Con Ed Solutions	Initial	Eastham Brewster Bourne Harwich Barnstable	750	R		BTM	PPA		825,000	\$ 53,625		0.135	NONE
Harwich Capped Landfill	Clean Focus	1	Harwich	4492	G		ATM	PPA	5,429,725	5,429,725	\$ 410,596	\$ 11,220,974	0.0710	
<i>Harwich As Of Right</i>	Distributed Solar Development	4	Harwich	1,310.00	G	Yes	ATM	SAL		1,572,000	\$ 100,000		\$ 100,000	0.005
<i>Harwich Comm. Center South</i>	Greenskies	4	Harwich	240.00	C	Yes	BTM	PPA		288,000	See Chart from GS			0.005
Harwich Cranberry Valley Golf GM	Greenskies	4	Harwich	253.00	G	No	BTM	PPA		321,922	\$ 35,411		0.074	0.005
Harwich Cranberry Valley Golf Cart Barn	Grreenskies	4	Harwich	31 kW (AC)	R	No	BTM	PPA		34,501	\$ 3,795		0.092	
<i>Harwich Comm.Center N</i>	Greenkies	5	Harwich	244	C		ATM	SAL OR PPA?		268,400	See Chart from GS		\$22,699	0.0075

Best,
 - James

Please see the various PPA scenario's requested by CVEC/Harwich for the Harwich Community Center. Note that for the battery scenario's there would be additional benefit to CVEC/Harwich through the Clean Peaks program, but this would not make up for the PPA premium related to the battery systems. Our Engineer, Siva, is working towards getting the estimated revenues associated with the Clean Peaks program and we will provide to you upon receipt.

Scenario	System Size	P-50	SMART Block	Battery?	PPA Rate
Harwich South - Block 5	236.25	285,397	5	No	\$0.1010
Harwich South - Block 6	236.25	285,397	6	No	\$0.1090
Harwich South - Block 7	236.25	285,397	7	No	\$0.1170
Harwich South - Block 8	236.25	285,397	8	No	\$0.1240
Harwich South with Battery - Block 5	236.25	285,397	5	Yes	\$0.1410
Harwich South with Battery - Block 6	236.25	285,397	6	Yes	\$0.1490
Harwich South with Battery - Block 7	236.25	285,397	7	Yes	\$0.1570
Harwich South with Battery - Block 8	236.25	285,397	8	Yes	\$0.1650
Harwich North - Block 5	334.17	364,613	5	No	\$0.1060
Harwich North - Block 6	334.17	364,613	6	No	\$0.1140
Harwich North - Block 7	334.17	364,613	7	No	\$0.1220
Harwich North - Block 8	334.17	364,613	8	No	\$0.1290
Harwich North with Battery - Block 5	334.17	364,613	5	Yes	\$0.1440
Harwich North with Battery - Block 6	334.17	364,613	6	Yes	\$0.1520
Harwich North with Battery - Block 7	334.17	364,613	7	Yes	\$0.1600
Harwich North with Battery - Block 8	334.17	364,613	8	Yes	\$0.1680
Harwich N+S - Block 5	570.42	650,010	5	No	\$0.1290
Harwich N+S - Block 6	570.42	650,010	6	No	\$0.1370
Harwich N+S - Block 7	570.42	650,010	7	No	\$0.1450
Harwich N+S - Block 8	570.42	650,010	8	No	\$0.1520
Harwich N+S with Battery - Block 5	570.42	650,010	5	Yes	\$0.1500
Harwich N+S with Battery - Block 6	570.42	650,010	6	Yes	\$0.1580
Harwich N+S with Battery - Block 7	570.42	650,010	7	Yes	\$0.1660
Harwich N+S with Battery - Block 8	570.42	650,010	8	Yes	\$0.1740

From: Maria Marasco [<mailto:mmarasco@cvecinc.org>]
Sent: Monday, June 7, 2021 4:17 PM
To: Joe Powers <jpowers@town.harwich.ma.us>
Cc: Meggan Eldredge <meldredge@town.harwich.ma.us>; Matthew G. Feher <MFeher@k-plaw.com>; eotoole <eotoole@bck.com>
Subject: Harwich Projects

Good afternoon all-

I'm hoping to get some definitive action with regard to the 3 projects in Harwich that remain uncontracted from Rounds 4 and 5. On behalf of CVEC's board, I would like to resolve this matter to the Town's satisfaction.

As you know, CVEC's contract award letters with Greenskies and DSD stated that if CVEC is unable to successfully conclude contract negotiations, it reserves its right to withdraw from such negotiations and commence negotiations with another proposer, or to cancel the solicitation altogether. The contracts for the 2 Greenskies projects are still in draft form and have not been successfully concluded even though more than one year has passed since the contracts were awarded for Round 5. And, I can find no drafts of any agreements regarding the Harwich as of Right stand alone lease.

CVEC's Executive Committee is aware of the issues surrounding these projects and has asked me to further explore exercising its option to withdraw from contract negotiations with Greenskies and with DSD PROVIDED that the Town accept this action. We do not foresee commencing negotiations with another proposer.

If there is consensus to withdraw, the Town may wish to consider submitting these projects into Round 6 which is currently underway. CVEC has greatly improved the process and have enlisted the support of BCK Law and Cadmus (as Project Consultant), both highly-regarded in their field. If there is consensus and if the projects remain of interest to include them in Round 6, CVEC is prepared to give the Town a discount against the RFP fee of \$6,500. (Below) I'm attaching a sample Commitment Letter (which have distributed to the 11 entities participating in Round 6) to share the improvements to the Round.

Below is an estimate of that discount per project. If this is of interest, I will draft a formal cost estimate.

Harwich Shared Expenses Rounds 4 and 5

As of Right	Comm Ctr 4	Comm Ctr 5
469.78	469.78	324.82
325	325	253.88
49.48	49.48	236.46
502.35	502.35	336.16
250	250	698.61
75.24	75.24	807.52
249.52	249.52	384.18
250	250	231.88

49.96	49.96	876.15	
212.9	212.9		
225	225		
225	225		
43.79	43.79		
100.3	100.3		
285	285		
38.53	38.53		
65	65		
50	50		
11.5	11.5		
13.27	13.27		
62.5	62.5		
7.58	7.58		
63.38	63.38		
62.5	62.5		
12.61	12.61		
<hr/>	<hr/>	<hr/>	
3700.19	3700.19	4149.66	DISCOUNT TO HARWICH
6500	6500	6500	CVEC Cost R 6
<hr/>	<hr/>	<hr/>	
2800	2800	2350	Cost Per Project to Join Round 6 (good until 6.18.21)

/ Maria

Maria Marasco, Esq.
 Executive Director
 CVEC | Electric Cooperative
 Office 508-619-7691 www.cvecinc.org



Cape & Vineyard Electric Cooperative, Inc.

CVEC Round 4/5
Photovoltaic/Storage Initiative
Harwich



Liz Argo, Executive Director

8.19.20



Cape & Vineyard Electric Cooperative, Inc.

Project	New Developer	Type of PV Project
Community Center South	Greenskies	Solar Canopy to power Community Center
As of Right	Distributed Solar Development (DSD)	Ground Mounted Solar with storage next to Capped Landfill Solar (to be built on plot designated "As of Right for renewable development" as per "Green Communities" requirement)



Cape & Vineyard Electric Cooperative, Inc.

Harwich Community Center

Solar Canopies

North and South



Cape & Vineyard Electric Cooperative, Inc.

Harwich Community Center Solar Canopy - *North*

Developer	Ready for Contracting under CVEC Round 5	kW size	Type of Agreement
Greenskies Clean Energy	Yes, as winning bidder in Round 5. Seek BOS authorization for execution. Town Counsel has reviewed.	334 kW	Standalone Lease with Annual Rent paid to Harwich. Power to be sold directly to utility.



SMART Incentive Program - Block	Total Rent to go to Harwich
Block 3	\$22,699.32
Block 4	\$19,607.84
Block 5	\$15,860.00
Block 6	\$13,788.44
Block 7	\$11,058.08
Block 8	\$7,637.20

Prices assume no infrastructure upgrade costs from Eversource

Cape & Vineyard Electric Cooperative, Inc.

Harwich Community Center Solar Canopies



Cape & Vineyard Electric Cooperative, Inc.

Harwich Community Center Solar Canopy - *South*

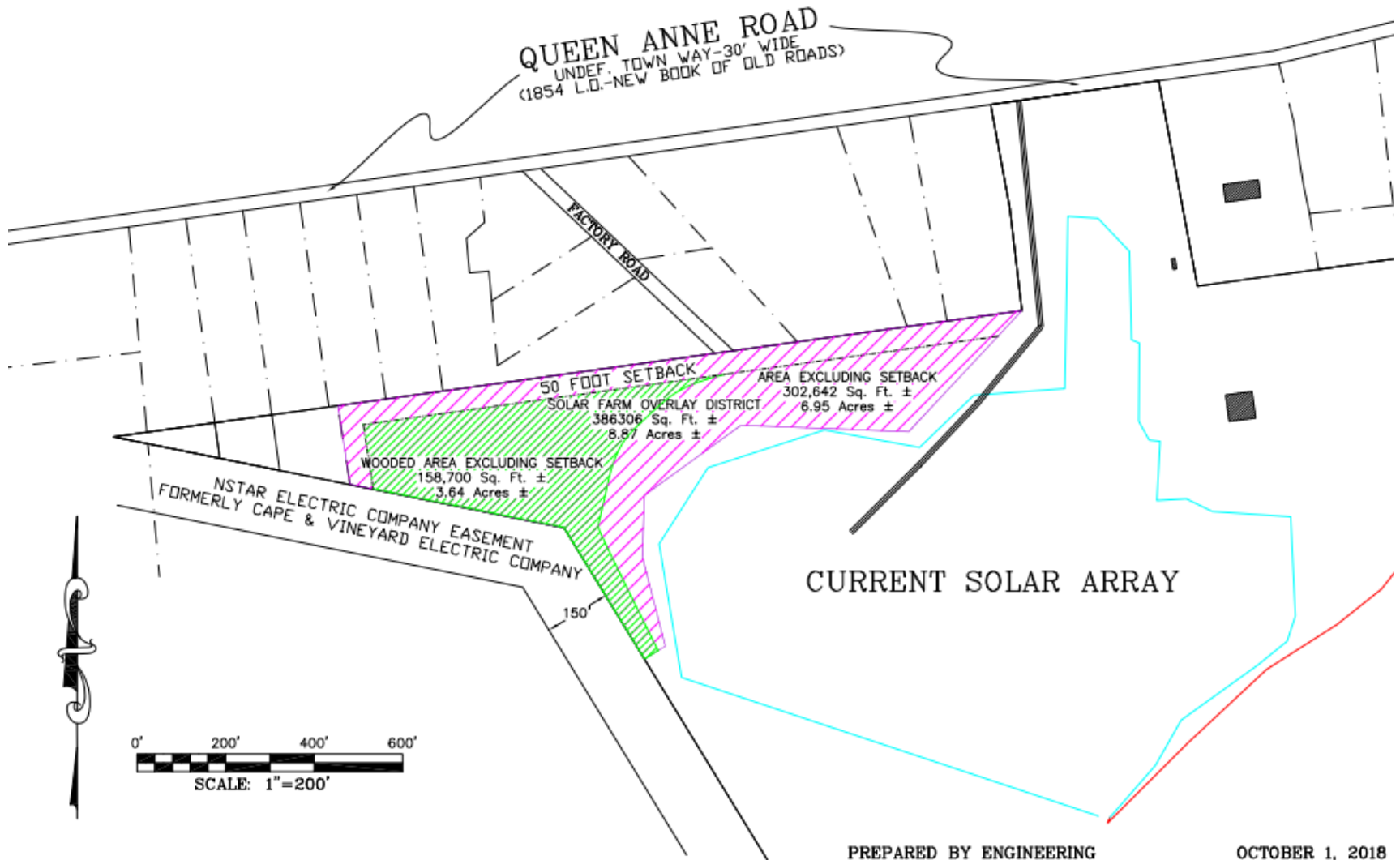
Developer	Ready for Contracting under CVEC Round 4	kW size	Type of Agreement	PPA Price (lowest price is best)
Con Edison Clean Energy	Winning bidder in Round 4. But terminated as per default provisions following delays in designs & ISA submission.	kW 360	Lease and Power Purchase Agreement. Power to feed Community Center.	\$0.054 per kWh of production (Block 4) - No storage

Developer	Ready for Contracting under CVEC Round 4	kW size	Type of Agreement	PPA Price (lowest price is best)												
Greenskies Clean Energy	Second runner up in Round 4. Contracts delivered and ready for execution.	kW 236	Lease and Power Purchase Agreement. Power to feed Community Center.	<table border="1"> <thead> <tr> <th>Block</th> <th>PPA per kWh</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>\$ 0.094</td> </tr> <tr> <td>5</td> <td>\$ 0.102</td> </tr> <tr> <td>6</td> <td>\$ 0.112</td> </tr> <tr> <td>7</td> <td>\$ 0.120</td> </tr> <tr> <td>8</td> <td>\$ 0.129</td> </tr> </tbody> </table> <p>Looking for storage solution</p>	Block	PPA per kWh	4	\$ 0.094	5	\$ 0.102	6	\$ 0.112	7	\$ 0.120	8	\$ 0.129
Block	PPA per kWh															
4	\$ 0.094															
5	\$ 0.102															
6	\$ 0.112															
7	\$ 0.120															
8	\$ 0.129															

Prices assume no infrastructure upgrade costs from Eversource

Cape & Vineyard Electric Cooperative, Inc.

Harwich As of Right Ground Mount



Cape & Vineyard Electric Cooperative, Inc.

Harwich As of Right Ground Mount with Storage

Developer	Ready for Contracting under CVEC Round 4	kW size	Type of Agreement	Rent paid to Harwich (highest price is best)												
Con Edison Clean Energy	Winning bidder in Round 4. But terminated as per default provisions following delays in designs & ISA submission.	kW 1310	Standalone Lease with Annual Rent paid to Harwich. Power to be sold directly to utility.	<table border="1"> <thead> <tr> <th>Block</th> <th>Lease Price</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>\$ 92,600</td> </tr> <tr> <td>5</td> <td>\$ 81,600</td> </tr> <tr> <td>6</td> <td>\$ 70,600</td> </tr> <tr> <td>7</td> <td>\$ 59,600</td> </tr> <tr> <td>8</td> <td>\$ 48,600</td> </tr> </tbody> </table>	Block	Lease Price	4	\$ 92,600	5	\$ 81,600	6	\$ 70,600	7	\$ 59,600	8	\$ 48,600
				Block	Lease Price											
				4	\$ 92,600											
				5	\$ 81,600											
				6	\$ 70,600											
				7	\$ 59,600											
8	\$ 48,600															
No storage																

Developer	Ready for Contracting under CVEC Round 4	kW size	Type of Agreement	Rent paid to Harwich (highest price is best)												
Distributed Solar Development	Second runner up in Round 4. 1882kW for \$81,598 before design review. Contracts delivered and ready for execution.	kW 1644	Standalone Lease with Annual Rent paid to Harwich. Power to be sold directly to utility.	<table border="1"> <thead> <tr> <th>Block</th> <th>Lease Price</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>\$ 55,500</td> </tr> <tr> <td>5</td> <td>\$ 44,000</td> </tr> <tr> <td>6</td> <td>\$ 33,000</td> </tr> <tr> <td>7</td> <td>\$ 22,500</td> </tr> <tr> <td>8</td> <td>\$ 12,400</td> </tr> </tbody> </table>	Block	Lease Price	4	\$ 55,500	5	\$ 44,000	6	\$ 33,000	7	\$ 22,500	8	\$ 12,400
				Block	Lease Price											
				4	\$ 55,500											
				5	\$ 44,000											
				6	\$ 33,000											
				7	\$ 22,500											
8	\$ 12,400															
Includes storage																

Prices assume no infrastructure upgrade costs from Eversource

Cape & Vineyard Electric Cooperative, Inc.

Harwich As of Right Ground Mount with Storage

Developer	kW size	Rent paid to Harwich	Developer	kW size	Rent paid to Harwich
Con Edison Clean Energy	kW 1310	Block 5 \$81,600	Distributed Solar Development	kW 1644	Block 5 \$44,000 Includes storage

DSD reports that the reason for the change in their rent from the DSD bid is twofold:

- 13% decrease in system size - lower yield to DSD from power sales
- More importantly, the addition of Battery Storage to the system:
 - negatively impacts system economics for DSD - but
 - will result in sizable cash flows to the Town from the storage

Possible Storage Capacity Revenue through the Cape Light Compact's Targeted Demand Response program @ \$125 per kW per year = \$205,500.
Participation in program will require CVEC's aggregator management.
Generally a 25/75 split.

Cape & Vineyard Electric Cooperative, Inc.

Harwich Community Center Solar Canopy - *South*

Developer	kW size	PPA Price (lowest price is best)	Est. Annual Savings with Cost of Electricity at \$0.20
Con Edison Clean Energy	kW 236 * design modified to fit lot	\$0.054 per kWh of production (Block 4) - No storage	$\$.20 - \$.054 = \$.146 * 259,600 \text{ kWh} =$ \$37,902

Developer	kW size	PPA Price (lowest price is best)	Est. Annual Savings with Cost of Electricity at \$0.20												
Greenskies Clean Energy	kW 236	<table border="1"> <thead> <tr> <th>Block</th> <th>PPA per kWh</th> </tr> </thead> <tbody> <tr> <td>4</td> <td>\$ 0.094</td> </tr> <tr> <td>5</td> <td>\$ 0.102</td> </tr> <tr> <td>6</td> <td>\$ 0.112</td> </tr> <tr> <td>7</td> <td>\$ 0.120</td> </tr> <tr> <td>8</td> <td>\$ 0.129</td> </tr> </tbody> </table> <p>Looking for storage solution</p>	Block	PPA per kWh	4	\$ 0.094	5	\$ 0.102	6	\$ 0.112	7	\$ 0.120	8	\$ 0.129	$\$.20 - \$.094 = \$.106 * 259,600 \text{ kWh} =$ \$27,518 Plus potential storage revenue TBD
Block	PPA per kWh														
4	\$ 0.094														
5	\$ 0.102														
6	\$ 0.112														
7	\$ 0.120														
8	\$ 0.129														

Prices assume no infrastructure upgrade costs from Eversource

Cape & Vineyard Electric Cooperative, Inc.

Harwich Community Center Solar Canopy - *North*

Greenskies was winning bidder in CVEC's
RFP Round 5

SMART Incentive Program - Block #	Total Annual Rent paid to Harwich
Block 3	\$22,699.32
Block 4	\$19,607.84
Block 5	\$15,860.00
Block 6	\$13,788.44
Block 7	\$11,058.08
Block 8	\$7,637.20

Prices assume no infrastructure upgrade costs from Eversource

Cape & Vineyard Electric Cooperative, Inc.

Harwich As of Right Ground Mount with Storage

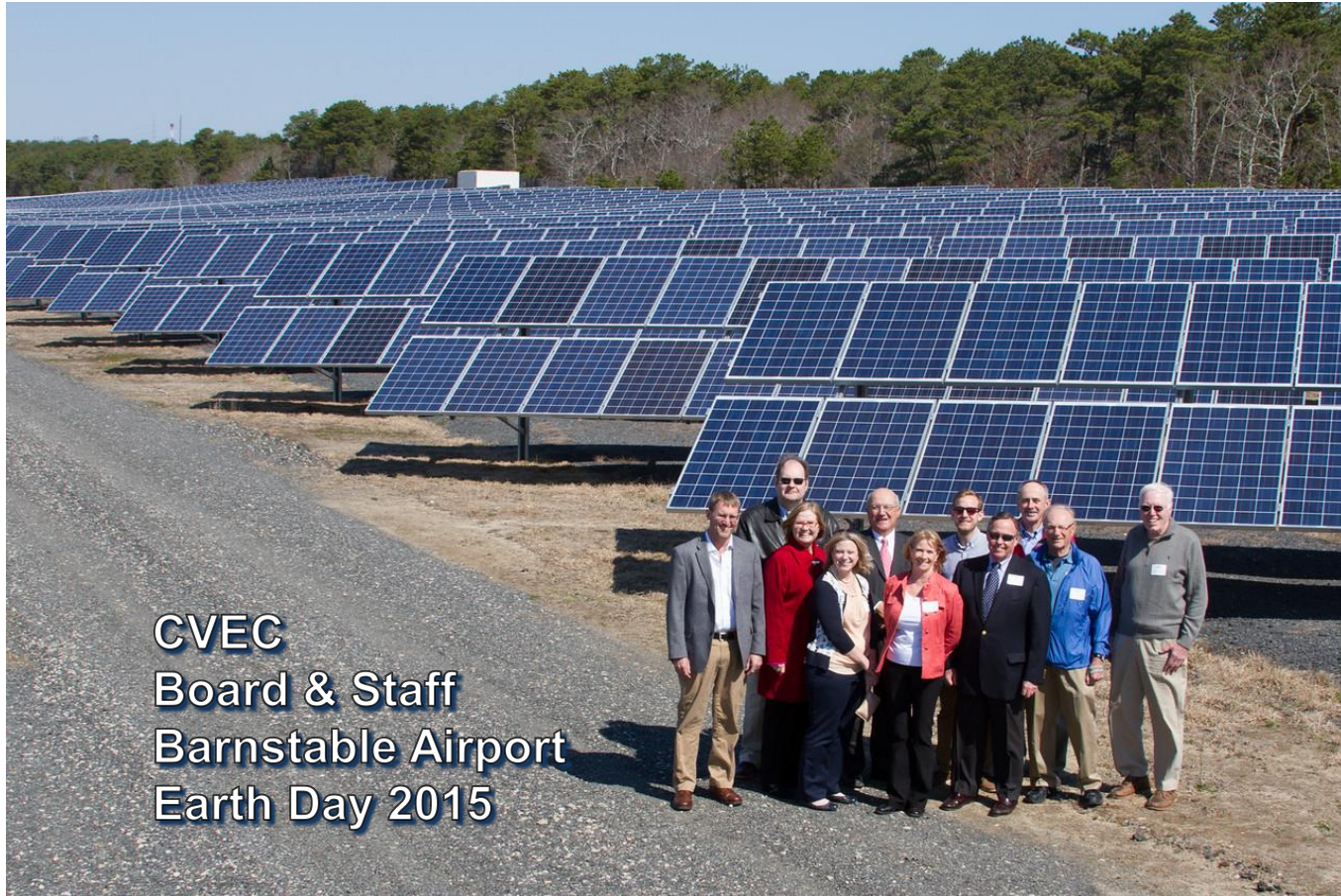
Developer	Rent paid to Harwich (highest price is best)	
Con Edison Clean Energy	Block	Lease Price
	4	\$ 92,600
	5	\$ 81,600
	6	\$ 70,600
	7	\$ 59,600
	8	\$ 48,600
No storage		

Developer	Rent paid to Harwich (highest price is best)	
Distributed Solar Development	Block	Lease Price
	4	\$ 55,500
	5	\$ 44,000
	6	\$ 33,000
	7	\$ 22,500
	8	\$ 12,400

Prices assume no infrastructure upgrade costs from Eversource



Cape & Vineyard Electric Cooperative, Inc.



**CVEC
Board & Staff
Barnstable Airport
Earth Day 2015**

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Power, *Town Administrator*

Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



MEMO

TO: Board of Selectmen
Joseph F. Town Administrator

FROM: Meggan Eldredge, Assistant Town Administrator *ME*

RE: CVEC, NEW BUSINESS ITEMS A, B & C

DATE: June 15, 2021

Status of current solar projects with CVEC.

1. The Cranberry Valley Cart Barn roof mounted solar array has been installed. We are currently waiting on a PPA (power purchase agreement) amendment document to be signed before moving forward.
2. The Cranberry Valley Ground Mount Solar Array has also been installed and is waiting for connection to the grid. We are also waiting on a PPA amendment document to be signed before moving forward.
3. Harwich "As of Right" ground mounted solar array included in Round 4-on hold
4. Community Center South Canopy was included in Round 4-on hold
5. Community Center North Canopy was in Round 5 – on hold

These three projects are on hold right now due to several reasons. The first is that the contracts for the projects have not yet been finalized. Several revisions have gone back and forth between CVEC, Greenskies and counsel without resolve. Another issue has been deciding on a Power Purchase Agreement or a Stand Alone Lease (SAL). There are benefits to each, and I believe Maria from CVEC will explain this better than I can. With the change in leadership in both the Town as well as CVEC, these two projects have not moved forward.

The Town has an option to withdraw from contract negotiations with Greenskies and DSD. A vote to withdraw is necessary in order to go this route.

From Maria Marasco: *"If there is consensus to withdraw, the Town may wish to consider submitting these projects into Round 6 which is currently underway. CVEC has greatly*

improved the process and have enlisted the support of BCK Law and Cadmus (as Project Consultant), both highly-regarded in their field. If there is consensus and if the projects remain of interest to include them in Round 6, CVEC is prepared to give the Town a discount against the RFP fee of \$6,500. (Below)”

Withdrawing from Rounds 4 and 5 will allow the Town to start the procurement process again with the potential for a more financially advantageous agreement. Policies from Eversource and the Department of Public Utilities have changed and include options that were not available during the last round.



Date

Address

VIA EMAIL

RE: IMPORTANT ANNOUNCEMENT AND ACTION REQUIRED -
PROCUREMENT PROCESS COMMITMENT LETTER FOR ROUND 6 PV &/OR BATTERY INITIATIVE

Dear -:

The purpose of this Procurement Process Commitment Letter ("Commitment Letter") is to update CVEC's members and other public entities that have expressed an interest in CVEC's Round 6 Solar Photovoltaic (PV) and/or Battery Initiative (Initiative) and to ask you to confirm your participation in Round 6 by executing this Commitment Letter, whether you have already executed a Letter of Intent (LOI) or informally expressed an interest in participating in Round 6.

As of this date, CVEC has bundled 20 solar PV and/or battery system projects (Projects) from 12 participants for inclusion in its Initiative. We are pleased to inform you that we have enhanced the process with additional support from industry and legal experts and believe it will achieve better outcomes without undue delay or significantly increased costs.

Any party wishing to formally participate in the Round 6 Procurement Process will need to countersign this Commitment Letter as set forth below on or before May 7, 2021. The undersigned will be referred to in this Commitment Letter as "Participant."

BACKGROUND

CVEC has conducted five prior solar PV-related procurements. Generally, these procurements utilized a one-step request for proposal (RFP) process. Based on feedback from Round 4 and 5 participants, CVEC has decided to implement a new process to improve the procurement and project development process.

NEW PROCESS

Project Consultant. CVEC recently engaged the services of The Cadmus (Project Consultant). The Project Consultant will: model various energy storage system sizes, capacities, and duration to meet project goals (e.g., electricity offset, possible demand reduction or peak shaving, and resiliency); model alternative scenarios with complementary technologies such as solar PV and diesel generators that could be used to charge the storage system; providing alternative analyses regarding combinations of technologies; analyze the energy and cost savings potential for each, and address any future plans for electric vehicle charging stations. The Project Consultant will then prepare a comprehensive project prospectus for each Project to arrive at the baseline scenario(s) that meets the Participant's goals, such as reduced power supply or net carbon emission, and the prospectuses will be included in the RFP to help ensure that developer responses are thorough. The Project Consultant will also assist CVEC evaluate developer responses.

Request for Qualifications. (RFQ). The enhanced procurement process will include the issuance of a RFQ for developers. We will obtain information from solar developers regarding project structures, financial and operational ability to administer projects, and other relevant criteria. CVEC will then choose a developer(s) who will be pre-qualified to respond to the RFP.

Input from Participant Counsel. CVEC will reach out to Participant counsel for input on the draft project agreements (a lease, power purchase agreement, and intergovernmental agreement) in advance of issuing the RFP. If you would like counsel to participate in this process, please have him or her email Erin M. O'Toole of BCK Law, P.C. at eotoole@bck.com. CVEC has engaged BCK to review and update the previous Round 5 contract forms to conform to current law and account for new renewable energy and battery storage incentive programs.

Input from Participant. CVEC will reach out to each Participant, either to the administrator or its designated representative, for input on how CVEC can provide a better experience in Round 6.

Request for Proposal (RFP). Once the project prospectuses and template contract forms are completed, CVEC will act as awarding authority under the RFP and issue an RFP to the pre-qualified developer(s). The Project Consultant will assist CVEC analyze the structure and economics of each developer's proposal. If a Participant wishes to participate in CVEC's review of RFP responses, please notify CVEC by completing the appropriate section below.

Timeline: CVEC intends to reach out to Participants immediately to obtain all necessary Project Prospectus information, issue the RFQ on or about Monday, May 10, 2021 and issue the RFP on or about July 19, 2021.

PROCUREMENT PROGRAM

By executing this Commitment Letter, the undersigned Participant understand that as awarding authority, CVEC shall have ultimate discretion to select the winning developers to design, procure, install, test, commission, operate and maintain a Project(s) at the identified location(s).

CVEC intends to select highly-qualified respondent(s) to serve as developer(s). Participant hereby acknowledges and agrees that CVEC has the right to include the identified Project location(s) in the RFP and that CVEC has the discretion to withhold an identified Project location from inclusion in, or remove it from, the RFP if the data requested from the Participant is insufficient or if subsequent investigation determines it is not technically or financially feasible to develop a solar PV system at the identified location(s).

In addition, by executing this Commitment Letter, the undersigned Participant agrees to participate in and become a member of any competitively-procured program organized and administered by CVEC for the purpose of group purchasing of electricity or similar products in accordance with the procurement programs terms set forth in Appendix A to this letter. The Participant also agrees to execute Project Agreements consisting of an Intergovernmental Agreement with CVEC and a Lease Agreement with the chosen Developer within 90 days of a Project Award.

ACCESS TO INFORMATION/DUE DILIGENCE

The Project Consultant will review the questionnaires which you have already provided CVEC to obtain additional information as well as input on your expectations such as reduced power supply costs and net zero carbon emission, for example.

The Participant agrees to provide minimum Project information such as (i) site, electricity usage and related data as reasonably requested by CVEC and/or the Project Consultant; (ii) access to the identified locations, and other engineering reports, permits, plans and other documents which are reasonably requested by CVEC; (iii) a legal description identifying the location for development of the solar and storage system and other site related information as necessary to include in the Project Agreements; and (iv) any other information reasonably requested by CVEC or the Project Consultant, including any future needs for electric charging stations.

If Participant is entering into an inter-governmental agreement with CVEC for a Project that may have financial credits directly allocated and appearing on Participant's electric bill (either net metering or SMART alternative on-bill credits), Participant understands and agrees that it must confirm to CVEC prior to contract award under the RFP that Participant has a sufficient annual electric bill charge for the designated account to absorb the financial credits.

The Department of Public Utilities, Department of Energy Resources and Eversource Electric Company have confirmed to CVEC that Participant may designate electric accounts to receive a direct allocation of financial credits (either net metering or SMART alternative on-bill credits) for the project even if the same electric accounts are identified for receipt of cash credits for another net metered Project. These entities have also confirmed to CVEC that Participant may designate electric accounts to receive financial credits from the Project on Participant's electric bill (either net metering or SMART alternative on-bill credits) even if the same electric accounts currently receive bill credits from another project, provided that the annual electric bill charge for the designated account is sufficient to absorb the aggregate amount of bill credits from the Projects. Participant understands that these entities may

change their respective policies governing receipt of net metering or SMART alternative on-bill credits over time.

PARTICIPANT POINTS OF CONTACT

Participant designates the person identified below as Project Contact and as its authorized representative and day-to-day point of contact for all issues arising under this Commitment Letter, the RFP, and the negotiation of Project Agreements. Participant acknowledges that CVEC counsel will not act as counsel to the Participant. Participant is represented by the person identified below as Participant's Counsel, and Participant agrees that such counsel shall be available to assist the Participant throughout the procurement process and during the negotiation of the final Project Agreements with CVEC and the chosen developer.

RFQ- and RFP-RELATED EXPENSES

Parties that countersign this Commitment Letter are agreeing to be bound to pay an RFP participation cost of \$6,500 per project (the "RFP Administration Fee"). The RFP Administration is non-refundable and payable in three installments: \$2,250 per Project payable within 30 days of the issuance of the Request for Qualifications, \$3,250 per Project payable within 30 days of completion of the Project Prospectuses, and \$ 1,000 within 30 days of the issuance of the RFP.

A Participant may elect not to proceed with a particular Project at any time after executing this Commitment Letter and, instead of the third installment, will only be responsible for a cancellation payment of \$1,000 per project provided that the Participant withdraws a Project no less than 10 business days before CVEC issues the RFP. CVEC will notify the Participant 15 days before it issues the RFP to confirm participation.

BINDING COMMITMENT

By executing this Commitment Letter, Participant understands and agrees that the following obligations are binding upon Participant: (i) payment of the RFP Administration Fee; (ii) access to information/due diligence; and (iii) exclusivity.

EXCLUSIVITY

Participant agrees that it will not, directly or indirectly, through any representative or otherwise, solicit or entertain offers for, negotiate with or in any manner encourage, discuss, accept or consider any proposal of any other person relating to construction of a solar PV system at the identified Project location(s), from the date this RFP Commitment Letter is signed by the Participant until six months from the date this letter is signed by the Participant; (ii) the inability of the Participant and CVEC, after good faith negotiations, to reach agreement on the Project Agreements by December 31, 2021.

NEXT STEPS

While you may have already executed an LOI, we wish to give you the opportunity to add additional projects or withdraw your Projects at this point. We have set a limit on Round 6 Projects, so any new projects will be included on a first-come, first-serve basis. Please add them to the List of Projects below.

Parties that wish to continue to participate in the Round 6 procurement should countersign this letter below and return it to mmarasco@cvecinc.org no later than May 7, 2021.

We are delighted that you have chosen to participate in Round 6. CVEC's Board and I believe that this enhanced process will in turn bring enhanced outcomes for all involved. If you have any questions, please do not hesitate to call me.

Very truly yours,



Maria Marasco, Esq.
Executive Director

cc. _____, CVEC Director

Attachments: Acceptance and Agreement
 CVEC Competitive Procurement Program Guidelines

**CVEC PROCUREMENT PROCESS COMMITMENT LETTER
ACCEPTANCE AND AGREEMENT**

ACCEPTED AND AGREED, by:

Name of Participant (Town, District, Airport)

[print] Authorized Official/Representative of Participant

Signature

Date

Name of Designated Project Contact

Email

Title

Phone

Participant Counsel

Email

We wish to participate in the RFP Selection Process.

___ Check here for yes.

Name of Designated RFP Review Participant

Email

LIST OF PROJECTS AS OF 4.21.21 (Battery Energy Storage Systems to be determined)

APPENDIX A

Terms of CVEC's Competitive Procurement Program, Round 6 Solar PV Project (G.L. c. 164, Section 137)

The Cape & Vineyard Electric Cooperative, Inc. ("CVEC") has decided to use G.L. c. 164, Section 137 as the procurement method for the Round 6 Solar PV Project to engage one more developers to: 1) obtain all necessary permits and regulatory approvals for development of the Round 6 Solar PV projects; 2) finance the equipment and materials necessary for project development; 3) operate and maintain the Round 6 solar PV projects; 4) decommission the Round 6 Solar PV projects; and 5) perform ancillary tasks related to the foregoing. G.L. c. 164, Section 137 allows for the group purchasing of electricity or similar products through a competitively procured program. These Terms apply to all participants who have executed a procurement process commitment letter in connection with Round 6 ("Participants"). CVEC has designed and will administer a competitive procurement program for Round 6 consisting of the following components and phases:

1. Project Consultant, Phase 1. The Project Consultant will: model various energy storage system sizes, capacities, and duration to meet Project goals (e.g., electricity offset, possible demand reduction or peak shaving, and resiliency); model alternative scenarios with complementary technologies such as solar PV and diesel generators that could be used to charge the storage system; providing alternative analyses regarding combinations of technologies; analyze the energy and cost savings potential for each, and address any future plans for electric vehicle charging stations. The Project Consultant will prepare a project prospectus for each project to arrive at the baseline scenario(s) that meet the Participant's goals and to be included in the RFP. The Project Consultant will also assist CVEC evaluate developer responses.
2. Request for Qualifications (RFQ), Phase 2. CVEC will issue an RFQ. The purpose of the RFQ is to obtain information from solar developers regarding project structures and pricing options associated with allocation of available incentives, and to use the responses to populate a list of pre-qualified developers. CVEC intends to identify a limited number of developers which will then be pre-qualified to participate in the Request for Proposals phase.
3. Request for Proposals (RFP), Phase 3. CVEC will issue an RFP to the pre-qualified developers. CVEC's Project Consultant will assist CVEC analyze the structure and economics of each developer's proposal and then provide Participants with economic and design analyses. CVEC will act as awarding authority under the RFP.
4. Process for Selecting Winning Proposals, Phase 4. CVEC will utilize sound procurement practices for selecting the winning proposals under a competitive bid process in accordance with the applicable law. The Selection Committee will consist of the Chief Procurement Officer (CPO), CVEC Round 6 Advisory Board to the CPO, outside counsel, and the Project Consultant designee(s). CVEC intends to select and enter into one or more contracts with the most highly qualified respondent(s) to serve as developer(s).

5. Contract Negotiation and Execution, Phase 5. There will be three contracts associated with a Project:
 - a. Inter-governmental Agreement: The Participant will to enter into inter- governmental agreement with CVEC to sell the net metering credits to the Participant. Through this Agreement, CVEC will charge an operational adder which will be determined by CVEC prior to issuance of the RFP. [Note that CVEC indicated that the adder was estimated at \$.0075 per kWh and is subject to change before the RFP is issued.] The adder includes bookkeeping services for processing the power purchase invoices from the developer and to the Participant, as well as maintaining accurate records, monitoring of production, notification of any system problems, and reallocate any excess Net Energy when applicable.
 - b. Lease Agreement: The Participant will enter into a lease for the property with the developer which owns the PV and/or Battery System for a term of 20 years, with an option to extend for an additional 5 years. By leasing the area where the system will be located, there is no capital outlay for the Participant to install a PV and/or Battery System.
 - c. Net Energy Power Purchase Agreement for Photovoltaic System (PPA): CVEC and the developer will enter into a 20-year agreement with the developer, with a 5-year option to extend, wherein CVEC will purchase Net Energy generated from the PV System from the developer and sell it to the Participant. It is intended that the PV Systems, with or without battery storage, will be eligible for incentives under state and federal programs. Through this agreement, the developer charges CVEC an “adder” which in turn is passed on to the Project Host. CVEC has estimated the adder at \$.0075 per kilowatt hour of production for managing the financial transactions associated with PPA and as acting as liaison among the respective parties. CVEC reserves the right to adjust the adder before the issuance of the RFP.
6. Participant understands and agrees that the Project Agreements must be executed within 90 days of contract award. Upon execution of the Procurement Process Commitment Letter, Participant agrees to immediately undertake any due diligence to ascertain any approvals necessary for development of the project site and execution of the lease (including town meeting or board approval).
7. Changes to Procurement Program Terms. CVEC reserves the right to change or update these Terms of CVEC’s Competitive Procurement Program if such changes are required to comply with applicable law, or CVEC determines such changes are in the best interest of CVEC and its members.



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: June 7, 2021

SUBJECT: Incidents at licensed establishments 6/4/21 – 6/7/21

In accordance with Town of Harwich Liquor License Regulations section 1.16 I would like to bring to the board's attention a number of incidents at licensed establishments this past weekend. For the third weekend in a row police have responded to The Seal Pub. The Seal Pub incidents involved the following:

1. On 6/5/21 at 12:49 AM a 911 caller reported loud and intoxicated patrons in the parking lot. This was confirmed as a valid noise complaint by Det. Sgt. Brackett (see attached report).
2. On 6/5/21 at 10:37 PM a staff member at the Seal reported an intoxicated individual swinging at people in the parking lot. Responding officers placed a highly intoxicated 23 year old male into protective custody as a result of the call. The individual had actually assaulted someone but the victim did not wish to pursue charges (see attached report).

The remaining two incidents involved the Port and Perks.

3. On 6/5/21 at 11:11 PM police responded to a report of vandalism at the Port during their investigation it was alleged by the Port's management that Perks was playing outside music. We are awaiting a follow up report to determine if the officer on scene can confirm this (see attached preliminary report).

4. On 6/6/21 at 1:12 AM Det. Sgt. Brackett was observing closing time in the area of Perks and Port in Harwich Port. He observed a large noisy crowd spill out onto route 28. Det. Sgt. Bracket recorded a brief video of the situation (see attached report – video to be provided once downloaded onto external drive).

The attached information is 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: 06/05/2021 - Saturday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
21-6365	0049	Noise Complaint	Investigated
Call Taker:		4004 - PSD Telecommunicator Theodore Monteiro	
Primary Id:		118 - Detective Sergeant Robert C Brackett	
Location/Address:		[HAR 2686] SEAL PUB AND CAFE - 703 MAIN ST	
Calling Party:		***UNKNOWN*** @ PARALLEL ST - HARWICH, MA 02645-0000	
ID:		196 - Patrol Ryan J Fazzino	
		Disp-00:52:11 Enrt-00:52:19 Arvd-00:55:53 Clrd-01:01:27	
ID:		118 - Detective Sergeant Robert C Brackett	
		Disp-00:52:11 Enrt-00:52:19 Arvd-00:53:03 Clrd-01:02:34	
Narrative:		06/05/2021 0052 PSD Telecommunicator Theodore Monteiro	
Modified By:		PSD Telecommunicator Theodore Monteiro	
		911 for loud and intoxicated patrons in the parking lot, sounds like 6 individuals. RP wishes to remain anonymous as she claims the Seal is threatening her.	
Narrative:		06/05/2021 0104 PSD Telecommunicator Theodore Monteiro	
		Investigated.	
Narrative:		06/07/2021 0333 Detective Sergeant Robert C Brackett	
		Violation founded. Please see formal report.	
Refer To Incident:		<u>21-6365-OF</u>	

To: Town of Harwich Board of Selectmen

From: Detective Sergeant Bob Brackett

Date: June 6, 2021

Subject: Noise Complaint and Violation at Seal Pub Located at #703 Main Street Harwich, Ma.

1. On Saturday June 5, 2021 at approximately 12:49am, Officers of the Harwich Police Department were dispatched to the Seal Pub located at #703 Main Street in Harwich, Ma for a noise complaint. The reporting party wished to remain anonymous but were identified as calling from Parallel Street. The reporting party was calling in regards to loud and intoxicated patrons in the parking lot.
2. Detective Sergeant Brackett arrived in the area and parked on Parallel Street in front of the Brooks Academy Museum located at #80 Parallel Street. Detective Sergeant Brackett stood at the south east corner of the Brooks Academy building and could clearly hear yelling and loud boisterous talking coming from the direction of the Seal Pub and the parking lot of the Congregational Church thrift shop located at the corner of Main Street and Sisson Road. It should be noted that Detective Sergeant Brackett subsequently paced off the distance from this location to the corner of the building of the Seal Pub at #703 Main Street. The distance was approximately 300 feet.
3. Detective Sergeant Brackett walked through the parking lot to the rear of the Seal Pub and found a large congregation of Seal Pub patrons loitering in the parking lot that were being very loud and boisterous. There were also a large number of Seal Pub patrons on the outside patio and the front sidewalk of the establishment that were also being very loud and boisterous. Detective Sergeant Brackett concluded that this was the basis of the noise complaint that was made to the Harwich Police Department and that there was, in fact, a noise violation.
4. Detective Sergeant Brackett made contact with employees of the Seal Pub and advised them of the violation. Employees of the Seal Pub then assisted Harwich Police officers in clearing out the parking lot of the loitering patrons. Employees of the Seal Pub also cleared patrons from the outside patio. It should be noted that the exterior doors to the establishment were all open which was additionally contributing to the noise. The noise and background music from inside of the establishment was clearly audible outside causing those patrons outside to talk loudly to be heard.
5. The patrons from the Seal Pub are utilizing the parking lot of the Congregational Church Thrift Shop for parking. The parking lot was filled to capacity with additional vehicles parked in unmarked parking spaces. There were vehicles parked along the driveway that enters off of Main Street. With the parking lot over

capacity and the number of patrons outside of the patio area in the driveway it is extremely difficult for vehicles to navigate the parking lot. Officers received an emergency call while at the Seal Pub and had difficulty exiting the parking lot due to the amount of people in the driveway along the patio area and the vehicles parked in the driveway entrance.

6. It should also be noted that there are several residential homes that are direct abutter's to this parking lot with the houses only a matter of 20 feet or less from the parking lot.
7. Detective Sergeant Brackett additionally checked the rest of the area around Parallel Street and Harwich Center and found no other sources of any noise other than that which was coming from the Seal Pub located at #703 Main Street.

Respectfully Submitted by,

*Detective Sergeant Robert Brackett
Harwich Police Detective Division*

For Date: 06/05/2021 - Saturday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>
21-6412	2237	DISTURBANCE	Protective Custody

Call Taker: 4005 - PSD Telecommunicator JADE ROSS
Primary Id: 130 - Sergeant Paul P Boorack
Location/Address: [HAR 2686] SEAL PUB AND CAFE - 703 MAIN ST
Calling Party:

Involved Party:

Involved Party: 1)

Involved Party:

Involved Party:

ID: 130 - Sergeant Paul P Boorack
Disp-22:38:23 Enrt-22:38:25 Arvd-22:40:06 Clrd-22:58:40
ID: 134 - Patrol Richard E Buttrick Jr
Disp-22:38:37 Enrt-22:38:40 Arvd-22:41:06 Clrd-22:55:00
ID: 189 - Patrol Brendan R Brickley
Arvd-22:45:47 Clrd-22:55:04

Narrative: 06/05/2021 2240 PSD Telecommunicator JADE ROSS
Bartender from the seal pub is reporting an intoxicated party swinging at people in the parking lot and now other people are stating to get involved.

Narrative: 06/05/2021 2242 PSD Telecommunicator JADE ROSS
Rp stated bouncer now have party pinned to the ground and the crowd is dispersing.

Narrative: 06/05/2021 2254 PSD Telecommunicator JADE ROSS
G16 enroute to the station with 1 male P/C

Narrative: 06/05/2021 2255 PSD Telecommunicator JADE ROSS
G16 is off at the station.

Refer To Arrest: 21-6412-AR

NARRATIVE FOR SERGEANT PAUL P BOORACK

Ref: 21-6412-AR

Reporting Officer: _____ Date: _____

Supervisor: _____ Date: _____

The following is the report of Sergeant Boorack regarding _____ being placed into protective custody due to his threatening behavior while being under the influence of alcohol.

On 06/05/21, at approximately 22:35 hours, Officer Buttrick and I were dispatched to the Seal Pub for an intoxicated subject who was swinging at people. While enroute, we were advised the bouncers were holding the intoxicated subject on the ground.

Upon arrival, I was directed to the side of the building where I could see a white male being held on the ground by 2 individuals who were employees of the Seal Pub. The 2 employees were identified _____ . The involved party was positively identified through his MA license as _____

As I exited my cruiser, they stood _____ up. I could see from the way _____ was swaying while being held up, he was intoxicated. _____ had a strong odor of an alcoholic beverage coming from his person and his speech was slurred when he was talking to the bouncers. Due to the fact _____ had already assaulted someone, needed to be held down by the bouncers due to his aggressive behavior and the fact he was intoxicated, I decided to place _____ in handcuffs. As I went to grab _____ wrist, he actively resisted by attempts to put his hand behind his back. _____ stiffened up his arm and kept saying no. With the assistance of _____ and _____, they got his hands behind his back and I secured him in handcuffs.

Officer Buttrick arrived on scene and I went to place _____ in the rear of Officer Buttrick's cruiser. _____ complained the handcuffs were too tight so I loosened them up and then double-locked them.

I asked _____ and _____ what happened. They stated _____ was intoxicated and then for no reason took a swing at someone and ended up punching him in the face. At this point, they were trying to remove him from the bar and he got more combative so they took him to the ground for everyone's safety. I asked them where the victim of the assault was they pointed him out to me.

The victim was identified as _____ stated he got punched in the left eye and it was starting to swell. I asked _____ if he wanted me to have rescue come take a look at his injuries and he said no. I asked _____ if he wanted to pursue charges for the assault and battery and _____ said no. _____ stated the guy was just drunk and he felt back for him.

Next, I was approached by J _____, who identified himself as a bartender at the Seal Pub. _____ stated _____ was a good friend of his. _____ stated _____ girlfriend had broken up with him 2 days ago and _____ just lost it tonight. _____ stated he told _____ he was either going to call for an Uber or call the police. When J _____ heard this, he got mad at _____. I asked _____ if J _____ had anyone sober we could call who would be willing to take care of him. _____ tried to call _____ mother and brother with no luck. _____ offered to get him an Uber but I advised _____ due to his level of intoxication and his threatening behavior that was not going to be an option. I advised that _____ was being transported back to the station where he was going to be held in protective custody.

_____ was brought back to the station where we attempted to start booking him but _____ was being

NARRATIVE FOR SERGEANT PAUL P BOORACK

Ref: 21-6412-AR

Reporting Officer: _____ Date: _____

Supervisor: _____ Date: _____

uncooperative so he was placed in cell #3. After cooling off in a cell for a little while, _____ stated he would cooperate.

_____ was booked and photographed. While photographing _____, I noticed he had an abrasion on his forehead and left elbow. _____ did not know how he got those injuries. I asked him if he wanted rescue to respond to look at his injuries and he stated he did not. I believe _____ got the injuries while at the Seal Pub when he had the encounter. At no time did we use any force other than handcuffing him. _____ used his cell phone to try to arrange for a ride home but it didn't seem like he was having much luck.

While in booking, I was advised _____ mother was on the phone. I spoke to _____ mother _____; and advised _____ was in protective custody because he was severely intoxicated. I advised _____ if she was willing to come pick him up, he'd be free to leave. _____ agreed to come get him.

_____ consented to take a PBT. _____ gave a valid sample and the result was a .244%

This report is being submitted by Sergeant _____ #130.
Sgt Paul Boorack



TOWN OF HARWICH
FINANCE DIVISION
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7518 FAX: 508-430-7504

Carol Coppola, CPA, CFE
Finance Director/Town Accountant

Wendy Tulloch
Assistant Town Accountant

June 10, 2021

To: Board of Selectmen

CC: Joseph Powers

RE: Covid-19 and Major Federal Funding

The Town of Harwich has been awarded federal funding to support valiant efforts to protect citizens, employees and visitors to Harwich. Expenses to support the deployment of manpower, cleaning/disinfection, signage and public protection were, and continue to be, incurred since the start of the pandemic back in March of 2020. Extraordinary efforts on behalf of our public safety departments to protect and serve the community over and above precious budgeted monies. Efforts to expand staffing to enforce CDC guidelines, State mandates and local regulations required expenditures far beyond those that were anticipated and budgeted. To support the added costs the federal government awarded and set aside funding to offset and support municipalities.

The Federal Emergency Management Agency (FEMA) has supported public safety personnel costs, personal protective equipment, cleaning and disinfection of buildings and vehicles as well as vaccination clinics and the expanded Council on Aging feeding program. Allowable expenses were recently expanded, as such, the Town of Harwich will avail itself to apply for appropriate coronavirus related expenses. On a quarterly basis the Town submits projects to FEMA for reimbursement, thus far four projects have been submitted.

The Commonwealth, as a pass through from the federal government, has managed the CARES Act funds. The categories of allowable uses was greatly expanded from FEMA regulations however appropriate uses remain focused on Covid-19 related costs. Expiration of the funds is technically December 31, 2021 however the Department of Revenue recently presented guidance that requires all use of the funds (unless otherwise authorized separately) to expire October 29, 2021, there by giving the State sufficient time to expend any remaining balances. Quarterly reports are filed with Administration & Finance (A&F) at the state level.

Most recently, the federal government authorized the American Rescue Plan Act of 2021 (ARPA), further responding to the pandemic, providing local governments with federal resources through the new Coronavirus Local Fiscal Recovery Fund (CLFRF) For communities with populations under 50,000, funding from the government flows through each state. Harwich applied for the funding earlier today and will receive an initial allotment

of 50% and the remainder one year from the receipt of the first \$635,443. A separate presentation is anticipated to explore and develop strategies to expend these funds in the most appropriate manner. Funding must be obligated on or before December 31, 2024 and fully expended by December 31, 2026.

Barnstable County was also awarded funding from the Coronavirus Local Fiscal Recovery Fund (CLFRF) totaling \$41 million. It is not clear how the County will expend these funds or allocate them to each community; Harwich's share of the funds is \$2,358,441. Funding sent to the County must also abide by the allowable uses as set forth by the Department of the Treasury in the most recent "Interim Final Rule".

A summary of major Coronavirus funding can be found below:

Name	Award	Expended	Balance Remaining	Expiration
Cares Act	\$1,069,739	\$744,756	\$324,983	10/29/2021
FEMA	No established limit	\$145,245	N/A	TBD
CLFRF	\$1,270,886	-0-	\$1,270,886	12/31/2024
CLFRF/County	\$2,358,441	-0-	\$2,358,441	12/31/2024

I suspect further guidance and rulings to be released by the federal and state governments and will apprise the Board accordingly.

Sincerely,

Carol Coppola



Memo

To: Board of Selectmen
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

Date: June 15, 2021

RE: Brooks Academy Museum ad hoc Designer Selection Committee

The Town has appropriated funding to repair and reconstruct portions of Brooks Academy Museum. Because the design fee is expected to be greater than \$30,000 and the construction portion of the project is estimated to cost \$300,000 or more, the Town must utilize the Designer Selection Law as required under the procurement laws.

The Designer Selection Law is found under M.G.L. c. 7C §§44-58 and requires our Board of Selectmen to choose a committee who will evaluate designers based on performance criteria. After an evaluation, the committee will recommend to the Selectmen a designer who will be contracted to provide the Town with a design for the work to be done at the Museum.

I have been working with David Spitz, Chair of the Brooks Academy Museum Commission to develop a Request for Proposals (RFP) for this project. We have also prepared a list of Designer Selection Committee members for your consideration:

David Spitz, Chair of the Brooks Academy Museum Commission
Meggan Eldredge, Assistant Town Administrator
Mary Anderson, Member of the Board of Selectmen
Ginny Hewitt, Library Director
Lincoln Hooper, Director of the Department of Public Works

Your consideration and vote on this request to assemble an ad hoc committee with the suggested members is appreciated.

2021 Selectmen Liaison Assignments

<p>Michael MacAskill, Chair 508-237-2372 mmacaskill@townofharwich.us</p>	<p>Ambulance Waiver Administrator Waterways Committee Recreation And Youth Real Estate And Open space Water/Wastewater Commission Monomoy Regional School Committee Board Of Assessors</p>
<p>Donald F. Howell Interview Committee 508-292-2277 dhowell@townofharwich.us</p>	<p>Brooks Academy Museum Commission By Law And Charter Review Conservation Committee Cemetery Commission Golf Committee Planning Board Capital Outlay Committee Housing Authority</p>
<p>Larry Ballantine Interview Committee 508-432-0346 lballantine@townofharwich.us</p>	<p>Board Of Appeals Board Of Health Disability Rights Committee Treasure Chest Volunteer Committee Council On Aging Library Trustees Community Center Facilities Committee Community Preservation Community</p>
<p>Mary Anderson, Clerk 603-759-5295 manderson@townofharwich.us</p>	<p>Voter Information Committee Housing Committee Youth Services Committee Finance Committee Cultural Council Chamber Of Commerce Historic District/Historic Commission Harwich Energy Committee</p>
<p>TBD- Special Election September 21</p>	<p>Trails Committee- Mary Bikeways Committee-Larry Agricultural Committee-Michael Traffic Safety Committee-Don Town Forest Committee-Michael</p>

Selectmen's Policy: The Role of a Liaison

On an annual basis, individual members of the Board of Selectmen will be assigned as liaisons to the various Boards and Committees appointed by the Board of Selectmen. The primary function of the liaison is to improve communications and understanding between the Board of Selectmen and the relevant committee. The liaison is not a member of the committee and should not participate in the work of the committee.

The Selectmen's liaison to any committee should become familiar with: matters with which the appointed committees are dealing; the public input, if any, at committee meetings; the need for interaction with other committees; the need for support from town departments; the manner in which meetings are conducted; committee members' attendance issues. The liaison can and will convey pertinent information about committee activities to the Board of Selectmen and/or Town administrator as appropriate.

The liaison should establish a working relationship with the Chairperson of the committee such that the Chairperson feels free to communicate specific requests for support and/or information from the Board of Selectmen

Further, the liaison can convey information about Board of Selectmen discussions or actions taken that pertain to topics under consideration by committees that have to do with procedures or Town policies. However, the liaison should not become involved in committee deliberations or try to channel a committee's work product toward or away from a particular conclusion unless, for example, the liaison is aware of a pertinent Town Counsel opinion.

Moreover, it needs to be understood that the liaison as well as the entire Board of Selectmen must refrain from taking positions on matters pending before some appointed committees when they are performing their regulatory function and operating primarily under State law: Board of Health, Conservation Commission, Planning Board, and Zoning Board of Appeals. In that specific capacity, such committees are autonomous after having been appointed by the Board of Selectmen.

First Reading — June 17, 2013
Second Reading - June 24, 2013
Third Reading — July 1, 2013

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First Reading June 11, 2013
Second Reading — June 24, 2013
Third Reading — July 1, 2013

APPROVED by the Board of Selectmen
July 1, 2013

OFFICE OF THE TOWN ADMINISTRATOR

Joseph F. Power, *Town Administrator*
Meggan M. Eldredge, *Assistant Town Administrator*

Phone (508) 430-7513

Fax (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



Memo

To: Board of Selectmen
Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator

Date: June 15, 2021

RE: Stone Horse Workforce Housing-860 and 868 Route 28

Upon receipt of the complaint regarding the parking at the Stone Horse Workforce Housing property, I relayed the message to the Building Commissioner, Ray Chesley, Police Chief David Guillemette and the Planner, Jon Idman. The complaint is in regards to parking outside of the paved parking areas as well as speeding along the adjacent street, Old County Road.

The Police Chief replied and indicated that he will direct staff to address the speeding issue. He indicated that unless Route 28 is posted with "No parking" signs, that his officers do not have the ability to ticket or require removal of vehicles parked along the street.

The Building Commissioner replied and indicated that the site is operating under a "temporary occupancy permit". This permit to *temporarily* occupy the buildings was issued to allow the habitation of the buildings while the site work is being completed. The site work that remains includes parking lot striping, landscaping and some other exterior requirements. Commissioner Chesley said that as long as the site is operating under a *Temporary Occupancy Permit*, the site is controlled by the contractor and does not need to conform to any special permits issued by the Planning Board. Occupants and contractors are allowed to park anywhere on the site which allows for site work to be completed. The *Temporary Occupancy Permit* is set to expire on October 4, 2021. The Commissioner stated that the owner is aware of the expiration date and that an additional extension will not be issued.

The Planner replied and indicated the same information provided by the Building Commissioner. Until a Certificate of Occupancy is issued, there is no enforcement of the site plan, i.e. parking is allowed on the grass areas.

The owner of the property has been in touch with the Building Department and has said that due to Covid restrictions, the typical workforce that he had planned to live in the buildings has had difficulties gaining access to the country. Instead of a workforce that relies on bicycles, the housing is being used by individuals with vehicles. He anticipates that this temporary, and once the Covid travel restrictions are removed, future years will be more in line with his original vision of a transient workforce relying on public transportation.

TOWN
ADMINISTRATOR'S
REPORT



TOWN OF HARWICH
OFFICE OF THE TREASURER/COLLECTOR
732 MAIN STREET, HARWICH, MA 02645
TEL: 508-430-7501 FAX: 508-430-7504

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Monthly Report to the Board of Selectmen

May 2021

Along with our regular weekly duties and responsibilities, which include but are not limited to processing payroll, receiving, reporting and depositing tax/water payments and departmental receipts, processing accounts payable checks, assisting Taxpayers and Employees with any requests and other various customer service, the following took place:

Twenty of the 22 unpaid FY 2020 real estate bills were taken into tax title on May 27th, adding \$39,862.33 to the tax lien balance. The other 2 are being reassessed to the correct owner of record and new bills will be issued. The balance not including interest due was \$2,588,323.34 as of May 28th.

Collections

	FY 2021	FY 2020
Tax/Water Collections:	\$4,373,350.59	\$3,186,810.61
Tax lien Collections:	\$68,771.31	\$6,433.43
Departmental turnovers:	\$1,498,702.96	\$5,233,402.32
Total:	\$5,940,824.86	\$8,426,646.36

Disbursements

	FY 2021	FY 2020
Accounts Payable	\$6,884,849.63	\$6,935,573.19
Payroll	\$1,474,836.88	\$1,742,855.66
Total:	\$8,359,686.51	\$8,678,428.85

Respectfully submitted,
Amy Bullock
Treasurer/Collector

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: KYLE EDSON DEPARTMENT: DPW PARKS

FUNDING SOURCE: FUND 1208 \$16,229.49, REMAINDER FROM 014212 5243 00

Appropriated amount: \$17,549.84 Estimated cost: _____ Actual cost: _____

PROCUREMENT METHOD:

STATE CONTRACT FAC88

PURCHASE DESCRIPTION:

Purchase descriptions should contain the following components (see document on purchase descriptions):
Description of supplies or services required; quantities required; schedule for performance and delivery terms.

Parks Department's 20 year old John Deere 1435 mower engine failed. The cost to replace the engine would be in excess of \$10,000.00, parts only with labor in house. Replacement model is John Deere 1550 for \$17,549.84 under State Contract FAC88. The primary duties of the mower is grass cutting in the spring, summer, and fall. As well as leaf/debris blowing of the bike trail and other Town land.

DocuSigned by:
PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____

Carol Coppola
48C32039D33D434...

DocuSigned by: _____ Account # 12084212/558000
014212/524300

Approved to proceed: Town Administrator or Designee: _____

Joseph F. Powers
0623C0C5799644E...

Low Bidder: Deere + Company State Contract FACB

Bid Price: \$ 17549.84

12/13/18 Revised Procurement Checklist

Please complete checklist below for contracts requiring Selectmen* signature before Wednesday morning** in order to get sign-off approval from the Town Administrator or the Assistant Town Administrator.

*Note: contracts (not grants) **below \$25,000** can be signed by Town Administrator. *Funding: Fund 1208 - 16,229.49 Remainder 014212 5243 or*

- 1. Please provide a **separate page titled "Summary of Project"** which includes:
 - a. Provide how many bidders there were, the range of bids, and apparent low bidder.
 - b. Identify the funding source, such as article number and amount approved.
 - c. Include what you feel is pertinent, but keep this section to 4 sentences or less.

DocuSigned by:
Carol Coppola 12084212/558000
 Account # 014212/524300

- 2. Finance Director has signed that funds are available: _____
- 3. Please provide a single **copy of the bid packet** along with all supporting documents.
- 4. Please use K-P Law provided standardized contracts.

<u>Buildings and Public Works</u>	<u>Goods and Services</u>
<input type="checkbox"/> C1. Please show Prevailing Wage was used. <input type="checkbox"/> C2. If construction is near \$10,000 you also need: <input type="checkbox"/> a. Written spec sheet. <input type="checkbox"/> b. Advertised for two weeks on Central Register and COMMBUYS. <input type="checkbox"/> c. Apparent low bidder posted to Town website. <input type="checkbox"/> C3. If construction over \$25,000 you need C1, C2, as well as: <input type="checkbox"/> a. Show project was in the Capital Plan. <input type="checkbox"/> b. Low bidder provides 50% payment bond after Selectmen's countersignature. <input type="checkbox"/> C4. If construction over \$50,000 you need C1, C2, C3, as well as: <input type="checkbox"/> a. Bid Bond of 5% of total value. <input type="checkbox"/> b. Sealed Bids. <input type="checkbox"/> c. End of Public Works construction requirements <input type="checkbox"/> C5. If Building estimated construction costs are over \$300,000 and estimated design costs are over \$30,000 you'll need to follow the Designer Selection RFQ process: <input type="checkbox"/> a. Advertise in Central Register and local newspaper for two weeks. <input type="checkbox"/> b. Set a designer fee or price ceiling. <input type="checkbox"/> c. Use Standard Designer Application Form <input type="checkbox"/> C6. If Building construction over \$150,000 you'll need C1, C2, C3, C4, C5, as well as: <input type="checkbox"/> a. 100% payment bond was in bids. <input type="checkbox"/> b. 100% performance bond was in bids. <input type="checkbox"/> c. DCAMM certified bidders. <input type="checkbox"/> i. DCAMM certified sub-bids if over \$25,000. <input type="checkbox"/> C7. If Building construction over \$10,000,000 you'll need C1, C2, C3, C4, C5, C6, as well as: <input type="checkbox"/> a. Solicit qualifications prior to sealed bids.	<input type="checkbox"/> GS1. If procured using the State Bid List : <input type="checkbox"/> a. Over \$25,000 please show project was on the Capital Plan. <input type="checkbox"/> GS2. If project is over \$5,000 : <input type="checkbox"/> a. Please provide written spec sheet used and who it was sent to. <input type="checkbox"/> b. Maximum contract length is three years. <input type="checkbox"/> GS3. If project is over \$50,000 : <input type="checkbox"/> a. Show project was advertised for two weeks in a newspaper and on COMMBUYS. <input type="checkbox"/> b. Show project utilized sealed bids. <input type="checkbox"/> c. Apparent low bidder posted to Town website. <input type="checkbox"/> GS4. If project is over \$100,000 : <input type="checkbox"/> a. Show project was advertised for two weeks in COMMBUYS and Goods and Services Bulletin. <input type="checkbox"/> b. Show project utilized sealed bids. Note 1: If lowest bidder was found to be either not responsive or not responsible, the Town may begin negotiations with next lowest bidder. Note 2: Bids may be negotiated downwards but never higher than original quote. Note 3: Municipalities shall not provide a down payment, deposit, or provide funding before possession of purchased item. <i>State Contract FACB</i>

Original for Accounting Original for Procurement Original for Vendor Contract to Treasurer's

Signature of Town Administrator or Assistant Town Administrator: Joseph F. Powers

DocuSigned by:
0623C0C5799644E...

Note: Failure to gain sign-off **before Wednesday at noon results in the contract being delayed to the next meeting.

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Deere & Company, with an address of 2000 John Deere Run, Cary, NC 27513, hereinafter referred to as "Contractor", effective as of the ___ day of ___, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with John Deere 1550 Terrain Commercial Front Mower (less mower deck) for the Department of Public Works, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder within 240 days of the execution of this contract.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above, the contract sum of \$17,549.84. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

4. The Commonwealth of Massachusetts Executive Office for Administration and Finance Operational Services Division: FAC88: Lawns & Grounds, Equipment, Parts and Services Statewide Contract.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

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

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

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required

under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$2,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, Andrew Roman, authorized signatory for the Contractor do hereby certify under the pains and penalties of perjury that said Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employces and contractors, and withholding and remitting child support.

36-2382580
Social Security Number or
Federal Identification Number

Andrew Roman
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR Deere & Company
By

TOWN OF HARWICH
by its Board of Selectmen Over \$50,000

Andrew Roman

Andrew Roman - Contract Administrator
Printed Name and Title

Approved as to Availability of Funds:
DocuSigned by:
Carol Coppola (\$17549.84)
48C9939D33D434...
Finance Director Contract Sum

by its Town Administrator Up to \$50,000
DocuSigned by:
Joseph F. Powers
Town Administrator 9F644E...

Summary of Project

John Deere 1550 mower

This procurement is to purchase a John Deere 1550 mower from State Contract FAC88 from Deere and Company. Our current John Deere 1435 mower has a failed engine, the cost to repair would be in excess of \$10,000.00. The primary function is to mow Town building grounds and fields in the spring, summer, and fall. A blower attaches to remove leaves and debris from the bike trail and other Town land.

Funding:

Fund 1208: \$16,229.49

Remainder from 014212 5243 00: \$1,320.35



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Finch Services, Incorporated
 154 Maple Street
 Stoughton, MA 02072
 800-560-3373
 westminster@finchinc.com

Quote Summary

Prepared For:
 TOWN OF HARWICH DPW CHARLIE
 PO BOX 1543
 HARWICH, MA 02645
 Business: 508-430-7572

Delivering Dealer:
 Finch Services, Incorporated
 William Rockwell
 154 Maple Street
 Stoughton, MA 02072
 Phone: 800-560-3373
 Mobile: 508-789-5293
 wrockwell@finchinc.com

ALL QUOTES SUBJECT TO CHANGE AFTER 30 DAYS

Quote ID: 24414840
Created On: 13 May 2021
Last Modified On: 14 May 2021
Expiration Date: 12 June 2021

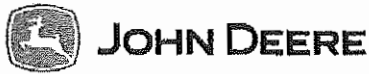
Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1550 TerrainCut™ Commercial Front Mower (Less Mower Deck)	\$ 17,549.84 X	1 =	\$ 17,549.84
<p>Contract: MA Lawn & Grounds Equipment FAC-118 (PG 3X CG 22) ⁸⁸</p> <p>Price Effective Date: December 17, 2018</p>			
Equipment Total			\$ 17,549.84

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 17,549.84
Trade In	
SubTotal	\$ 17,549.84
Est. Service Agreement Tax	\$ 0.00
Total	\$ 17,549.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 17,549.84

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 24414840 Customer Name: TOWN OF HARWICH DPW CHARLIE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Finch Services, Incorporated
 154 Maple Street
 Stoughton, MA 02072
 800-560-3373
 westminster@finchinc.com

JOHN DEERE 1550 TerrainCut™ Commercial Front Mower (Less Mower

Hours:

Stock Number:

88

Contract: MA Lawn & Grounds Equipment FAC116 (PG 3X
 CG 22)

Selling Price *
 \$ 17,549.84

Price Effective Date: December 17, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2405TC	1550 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 19,199.00	23.00	\$ 4,415.77	\$ 14,783.23	\$ 14,783.23
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 2,913.00	23.00	\$ 669.99	\$ 2,243.01	\$ 2,243.01
2012	Air Ride Suspension Seat with Armrests	1	\$ 680.00	23.00	\$ 156.40	\$ 523.60	\$ 523.60
Standard Options Total			\$ 3,593.00		\$ 826.39	\$ 2,766.61	\$ 2,766.61
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 22,792.00		\$ 5,242.16	\$ 17,549.84	\$ 17,549.84



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2021

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): E-MAIL ADDRESS: Chicago.CertRequest@marsh.com																					
CN102618652-Max-GAWUM-20-21	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA</td> <td></td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : AIU Insurance Co</td> <td></td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER C : N/A</td> <td></td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA		19445	INSURER B : AIU Insurance Co		19399	INSURER C : N/A		N/A	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES CERTIFICATE NUMBER: CHI-009854373-00 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	GL 5196514	11/01/2020	11/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ EXCLUDED</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td></tr> <tr><td>COMP/OP</td><td style="text-align: right;">\$ 4,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000	MED EXP (Any one person)	\$ EXCLUDED	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$	COMP/OP	\$ 4,000,000
EACH OCCURRENCE	\$ 2,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000																			
MED EXP (Any one person)	\$ EXCLUDED																			
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GENERAL AGGREGATE	\$ 4,000,000																			
PRODUCTS - COMP/OP AGG	\$																			
COMP/OP	\$ 4,000,000																			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	CA2936009	11/01/2020	11/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per person)	\$																			
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PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC 046912958	11/01/2020	11/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000	E.L. DISEASE - POLICY LIMIT		\$ 2,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT		\$ 2,000,000																		
E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000																		
E.L. DISEASE - POLICY LIMIT		\$ 2,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Harwich Department of Public Works - John Deere 1650 Commercial Front Mower.
 The certificate holder is include as an additional insured (except workers' compensation) where required by written contract, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER Town of Harwich PO BOX 1543 Harwich, MA 02645	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ENDORSEMENT #

This endorsement, effective 12:01 A.M. 11/01/2020 forms a part of

Policy No. CA 293-60-09 Issued to DEERE & COMPANY

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

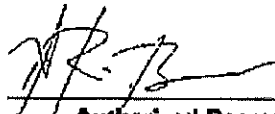
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 11/01/2020 forms a part of

Policy No. GL 519-65-14 Issued to DEERE & COMPANY

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/01/2020 forms a part of Policy No. WC 046-91-2956

Issued to DEERE & COMPANY

By A I U INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

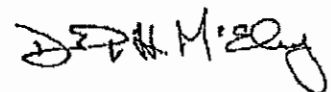
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE