

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, July 20, 2020

REMOTE PARTICIPATION ONLY

OPEN PUBLIC FORUM – NEW STEPS – 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/555120949>

You can also dial in using your phone - United States: [+1 \(408\) 650-3123](tel:+14086503123)

Access Code: 555-120-949

I. **CALL TO ORDER**

II. **EXECUTIVE SESSION**

- A. Pursuant to MGL, c. 30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for Harwich Employees Association (HEA) and the Highways and Maintenance Employees Association (HEMA) if an open session would have a detrimental effect on the town’s bargaining position and the chair so declares;
- B. Pursuant to MGL, c. 30A section 21 (a) paragraph 2 to conduct strategy sessions for contract negotiations for nonunion personnel – Finance Director, Fire Chief-Designate and Police Chief

III. **PLEDGE OF ALLEGIANCE**

IV. **WEEKLY BRIEFING**

- A. COVID-19 Updates
- B. Update on ongoing efforts by the Town in support of the business community

V. **PUBLIC COMMENTS/ANNOUNCEMENTS**

VI. **CONSENT AGENDA**

- A. Vote to approve - Annual Auto Repair Renewal 2020 for All Out Performance, DBA Joseph Lang
266 Queen Anne Road, Harwich

VII. **NEW BUSINESS**

- A. Discussion of draft questions for Town Administrator applicants

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

- A. Continuation - Vote to approve the modification/addition to the entertainment license for Phoenix Park Inc. DBA Cape Cod Irish Pub – 126 Route 28, West Harwich – Weekday Entertainment 3 – 8PM outside, 3 – 1AM inside and Sunday 3 – 8PM outside

IX. **CONTRACTS**

- A. Vote to authorize the Chair to sign Services Agreement between the Town of Harwich and the University of Massachusetts Dartmouth for Technical Support of the Town of Harwich Bank Street Bogs Pre-Construction Baseline Monitoring Plan, \$75,370.00

X. **OLD BUSINESS**

- A. Discussion and possible vote of alternate sites and/or dates for the 2020 Annual Meeting due to potential COVID-19 impacts
- B. Review of Draft Warrant for 2020 Annual Town Meeting scheduled for September, 28, 2020
- C. Discussion and possible vote to authorize the Interim Town Administrator to execute a Recognition & Acknowledgement document related to Monomoy Regional High School proposed photovoltaic array at 75 Oak Street, Harwich
- D. Vote to approve the Assistant Town Administrator’s Step Increase – from M7, Step 6 to Step 7 with corresponding increase salary from \$109,351 to \$112,086 retroactive to May 20, 2020 (one-year anniversary date)

XI. **TOWN ADMINISTRATOR’S REPORT**

- A. Contracts signed by the Interim Town Administrator

XII. **SELECTMEN’S REPORT**

XIII. **ADJOURNMENT**

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

Authorized Posting Officer:

Posted by: _____

Town Clerk

Date: _____

Danielle Delaney

July 16, 2020

Weekly Briefing

Health Director Monthly Report June 2020

COVID 19

The Department of Public Health continues to hold local board of health information calls twice per week. This is done in order to keep us all up to date on the constant changes and answer any questions we all may have. The Health Agent Coalition, comprised of Cape Cod Health Directors, meets virtually once per week for the same reason. Additionally, I have been attending weekly Board of Selectmen meetings to provide the COVID-19 update.

Phase II of the reopening plan started in June which allowed for restaurants to re-open for outside dining, retail stores to allow for limited inside browsing, non-essential lodging to open, swimming pools to open and child care facilities to resume operations, among other things. These re-opening plans come with extensive guidance and mandatory safety standards. During the month of June the Health Department was quite busy assisting restaurants, lodging owners and pool operators sift through these requirements. Three separate virtual meetings were held with industry stakeholders to go over the necessary requirements and to ensure questions were answered.

Mandatory Safety Standards were met throughout the Town of Harwich municipal buildings and among employees. This was done by recording a training video, developing a training manual and retrofitting buildings with proper hand sanitizer stations and signage indicating social distancing is required. Hand sanitizer stations and Plexiglas barriers have been installed where needed.

On June 17th and 18th, Outer Cape Health Services held a “pop-up” drive through testing clinic for COVID-19. The Town assisted in the planning of this clinic and utilized the Harbor parking lot in order to relieve traffic congestion on Route 28. The clinic successfully tested over 1100 people during these two days. People from all over the Cape were eligible to get tested and did not need to be residents of Harwich or be displaying any symptoms. This clinic was conducted in response to Governor Baker’s initiative to increase testing due to large gatherings occurring surrounding the Black Lives Matter rallies.

Cases

As of July 16, 2020 Harwich has seen a total of 131 cases. 71 of those cases are related to Wingate. We have 104 recoveries and 24 deaths (21 at Wingate), leaving 3 active cases. Two of the three active cases are travel related.

Other activities

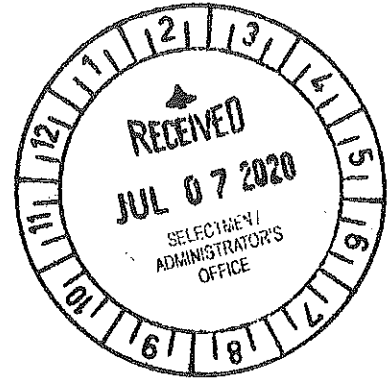
Our part-time Health Inspector resigned effective July 9th. Mark worked for us for the past two years and has moved on for personal reasons. The department will be short-handed until this position can be refilled. Again, my incredible support staff of Katie and Jen are indispensable and deserve to be recognized for their unwavering reliability and professionalism. I can’t thank them enough for all the work they do.

Respectfully submitted,
Meggan Eldredge 7.16.2020

Consent Agenda



OFFICE OF THE SELECTMEN
 732 MAIN ST., HARWICH, MA 02645
 www.harwich-ma.gov
 (508) 430-7513



LICENSE FOR: _____ CLASS I - AGENTS OR SELLERS
 _____ CLASS II - USED CAR DEALERS
 _____ CLASS III - JUNK CAR DEALERS
 X CLASS IV - AUTO REPAIRMAN

_____ NEW APPLICATION X RENEWAL FEE: \$100 each

BUSINESS NAME All out Performance

D/B/A Joseph Lang PHONE 774-408-7758

BUSINESS ADDRESS 266 Queen Anne RD

MAILING ADDRESS 266 Queen Anne RD

NAME OF OWNER Joseph Lang

EMAIL ADDRESS All out performance 2019 @ yahoo.com

IF CORPORATION OR PARTNERSHIP, LIST OFFICER INFORMATION BELOW.

Name	Title	Address

[Signature]
 Signature of applicant & title

_____ Federal I.D. #

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

[Signature]
 Signature of individual or corporate name

By _____ Corporate officer (if applicable)

REGULATORY COMPLIANCE FORM

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

[Signature]
 Building Commissioner

[Signature]
 Board of Health

[Signature]
 Fire Department

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

New Business

TA Questions:

- How did you build trust and credibility with the Board you reported to, the employees you were directly responsible for, and other stakeholder groups such as taxpayers and the business community? How did you develop relationships? Share an example as to how you built a coalition with stakeholders who may not agree with one another.

- Please discuss a situation in which you've disagreed with your "boss", process to resolve, outcome?

- Please discuss a situation in which you've had subordinates disagree with your directions; process to resolve, outcome?

- Communication strategy to keep various, disparate groups informed and included.
Example?

- Please discuss a case when you've had to examine financial details to maintain budgets, how were inputs solicited, considered and resulting budget communicated

- Please provide an example when you've reorganized an operation, process, outcome?

- From your perspective, how do you think the Federal, State and Local governments have addressed the current pandemic? What have been the strengths and weaknesses? What actions would you recommend to our Board of Selectmen to address this situation now and going forward?

Public Hearings/Presentations



To: Harwich Board of Selectmen

From: Lisa O'Neill, Cape Cod's Irish Pub

July 15, 2020

Thank you for taking the time to consider an outdoor entertainment license at Cape Cod's Irish Pub. I've included a site plan here that shows the location of the entertainment/band and tables with chairs.

Sound:

The band will be set up under a tent.

The band's equipment will be directed towards Route 28.

We will continually monitor the volume of amplification and adjust as needed.

Type of entertainment:

Up to a three-piece band with ongoing monitored amplification.

We are happy to make changes to this plan, according to recommendations of the Board.

Again, thank you for your support.

Sincerely,

Brendan O'Reilly – Owner

Dan O'Neill – Owner

Lisa O'Neill – Manager

Cape Cod's Irish Pub

From: Lisa Harrington's Pub [<mailto:lisaharringtonspub@gmail.com>]

Sent: Wednesday, July 15, 2020 3:10 PM

To: Joe Powers <jpowers@town.harwich.ma.us>

Subject: Re: CCIP request for outdoor entertainment

Hi Joe,

From what I understand, wind and brass instruments along with singing are not allowed inside. They are allowed outside. Below, I copied and pasted part of an email I received from Meggan. I asked her for clarification believe me I want to remain compliant. Most likely, we will hire only one and two piece bands. The reason we included a three-piece band is so my husband's band, Casterbridge Union, may play on August 1st. That is the day of our annual road race (now canceled). We'd like to make an attempt at having some sort of fundraiser for the Harwich Ambulance Fund, which is where proceeds from our road race go each year. My husband and one other member of the band play guitar and Brendan plays the guitar, mandolin and fiddle. We know that when bands play, we cannot have more than 100 people, which includes the staff and band. We know that all band members must be 10 feet from each other and no less than 25 feet from the first customer. Please let me know if you have any other questions. Thank you - Lisa

Hi Lisa,

I have attached the guidance for restaurants and performance venues. We are now in Phase 3, step 1. Live performances are allowed under strict guidance, attached. I am still digesting the new guidance, but it seems that if you are a restaurant you can have seated guests (no bar service, no standing service) and have a live band indoors or outdoors. If indoors, no singing or wind or brass instruments allowed. If outdoors, singing and brass and wind instruments are allowed if the performers are at least 10 feet between performers and 25 feet away from the seated guests. Dance floors must remain closed in this Phase.

Meggan Eldredge



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

To: Board of Selectmen
From: Meggan Eldredge, Health Director
Date: July 17, 2020
RE: Irish Pub outdoor entertainment license

I have no objections to the issuance of this license. The current reopening phase, 3, step 1 allows for outdoor performance venues and restaurants to have live entertainment.

Please make note that the safety standards require that no more than 100 people are in attendance during entertainment, this includes staff and the entertainers. This plan includes 40 tables but does not indicate the number of seats.

If the performance is to have singing, wind or brass instruments, the performers must be 10 feet away from each other and 25 feet away from the audience.

Restaurant standards still apply: only seated table service is allowed, no standing or bar service. Additionally, dance floors are not allowed in the phase.

I am available for further questions if needed.

Thank you,
Meggan Eldredge



TOWN OF

HARWICH

*732 Main Street
Harwich, MA 02645*

CONSERVATION COMMISSION

(508)-430-7538 FAX (508)430-7531

July 17, 2020

To: the Harwich Board of Selectmen
From: Amy Usowski, Conservation Administrator

RE: Outdoor activities at the Irish Pub

I was notified that the Cape Cod Irish Pub wished to have outdoor seating and entertainment. The entire property is within the 100' buffer zone to the wetland or the 200' Riverfront Area. Myself, and I am sure the Conservation Commission as well, would be willing to work with the Irish Pub due to the circumstances, but a permit with Conservation is necessary. No new structures, including fence, are permitted normally within 60' of a wetland. This fence would be in that area. I have emailed Lisa Harrington asking what the fence is made of, and how long they intend to have it up. I have also inquired as to how long the tent will be up for. In addition, this activity will be immediately adjacent to the river, trash containment is of utmost importance.

Hi Danielle,

Please include this email as a follow up to the memo I wrote regarding the request for outdoor entertainment at the Irish Pub:

I have spoken to Lisa Harrington of the Cape Cod Irish Pub regarding my questions/comments about their request for outdoor entertainment. She told me the tent was just a small pop-up tent to cover the musicians and that would be taken down daily. I told her that was fine with Conservation, but that she should get a tent permit with the Building Department. I also told her that fencing within 60' of the river would require a variance with Conservation, but that if she only had fence outside the 60' buffer then we could permit it with an Administrative Review Application, which I am going to send her momentarily. With these provision and trash containment, I am okay with their proposal.

Amy Usowski
Conservation Administrator
Town of Harwich
(508)430-7538

Comments from Department Heads

Building Department, Ray Chesley – Has signed off on application and has no further issues

Conservation Department, Amy Usowski – See materials in packet

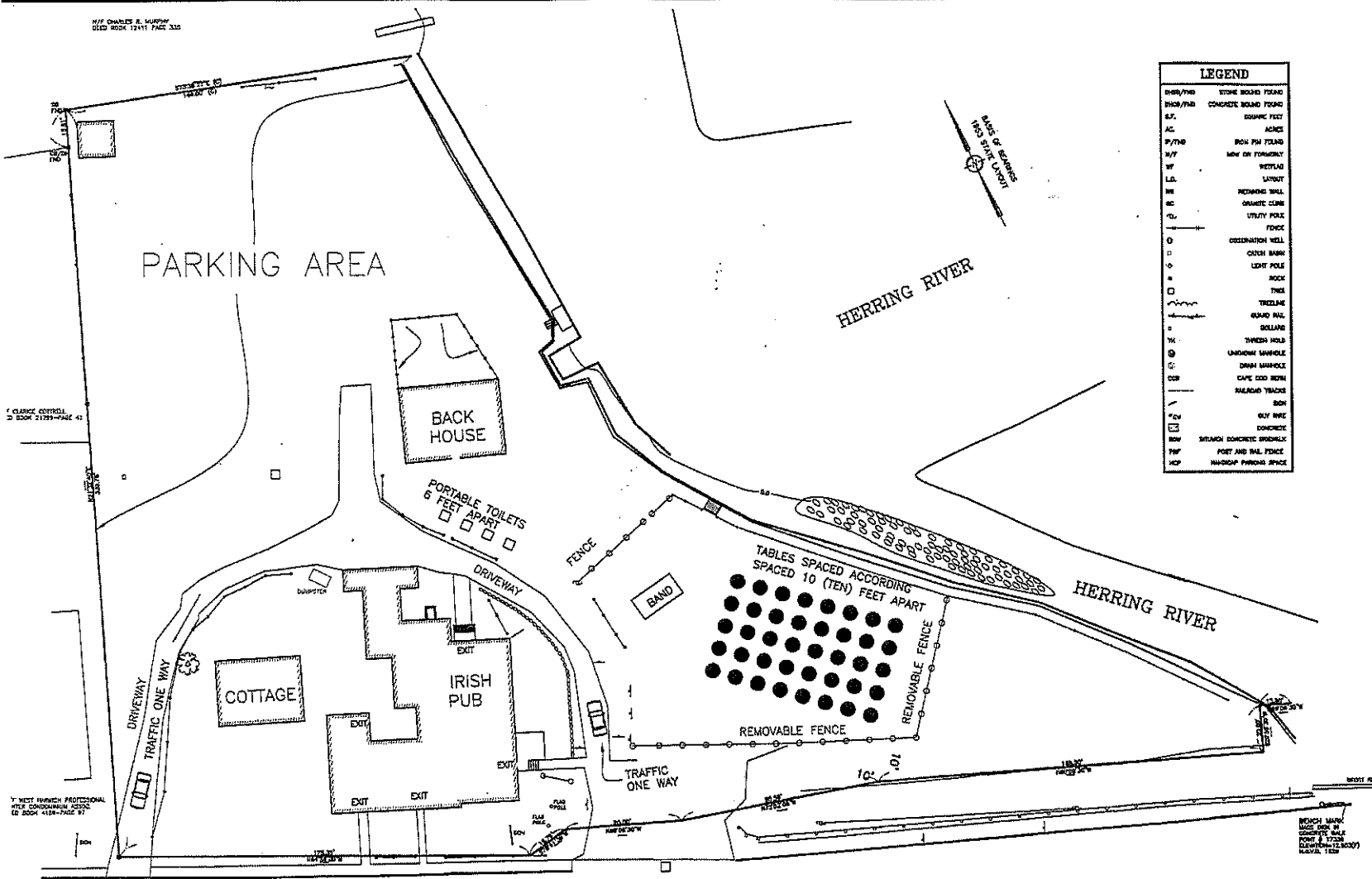
Fire Department, Bruce Young – Has signed off on application and has no further issues

Health Department, Meggan Eldredge – See materials in packet

Planning Department, Charleen Greenhalgh – From a planning standpoint and with the Governor's relief from zoning through Nov. 1st, I have no questions, comments or concerns with this request provided it is understood that this is temporary.

Police Department, Chief Guillemette – Has signed off on application and has no further issues. Requests that the liquor regulations be send to the establishment with the entertainment section highlighted.

M/F CHARLES E. MURPHY
 1000 BOOK 12415 PAGE 315



1 CLANCE CONTROL
 1000 BOOK 21293 PAGE 43

1 WEST HERRING PROFESSIONAL
 SITE CONDOMINIUM ACCESS
 1000 BOOK 4154 PAGE 97

LEGEND	
DRIVE/THRU	STONE BOLD FOUND
DRIVE/PAD	CONCRETE BOLD FOUND
S.F.	EDGEWAVE FEE
AC	ACRES
P/TH	BOX PAD FOUND
W/T	MOW OR FOREMAY
WF	WETLAND
L.S.	LATENT
HW	IRREGULAR WALK
SC	GRANITE CURB
U	UTILITY POLE
F	FENCE
O	OBSTRUCTION WELL
□	CATCH BASIN
◇	LIGHT POLE
▲	ROCK
■	TRUCK
⋈	TRUCKLINE
⋈	GUARD RAIL
⋈	BOLLARD
⋈	TRUCK HOLE
⊙	UNKNOWN WASHHOLE
⊙	DRAIN WASHHOLE
⊙	CAVE GOD WASH
⊙	RAILROAD TRACKS
⊙	ROCK
⊙	SLY RIVE
⊙	CONCRETE
⊙	SEARCH CONCRETE BROWLIX
⊙	POST AND RAIL FENCE
⊙	HANDICAP PARKING SPACE

LOCAL MAP



NOT TO SCALE

**CAPE COD
 IRISH PUB
 126 MAIN STREET
 WEST HARWICH
 MASSACHUSETTS
 BARNSTABLE, COUNTY**

SITE PLAN

APPLICANT:

**CAPE COD IRISH PUB
 D/B/A PHOENIX PARK INC.
 126 MAIN STREET
 WEST HARWICH, MA 02871
 6-25-2020**

REVISIONS:

NO.	DATE	DESCRIPTION

1"=20'

20' 0" 10' 0" 5' 0" APPROX

ASSESSORS MAP REFERENCE



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name PHOENIX PARK INC Phone 508 432-8808
Business Address CAPE COD IRISH PUB 126 RTE 28 W. HARWICH MA
Mailing Address Box 106 W. HARWICH MA 02671
Email Address Isaharringtonspub@gmail.com
Managers Name & Address BRENDAN O'REILLY

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (This application does not cover Sundays).

Outdoor, on the deck, - Live - 3-8 pm

ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Dancing by Patrons
 Dancing by Entertainers or Performers
 Recorded or Live Music
 Use of Amplification System
 Concert
 Other (Describe) _____



Days/Hours of Business Operation _____

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

Brendan O'Reilly
Signature of applicant & title

Federal I.D. #

REGULATORY COMPLIANCE FORM

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



Building Commissioner



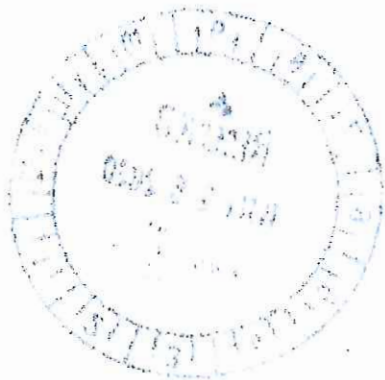
Board of Health



Fire Department

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


Police Department





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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name PHOENIX PARK INC. Phone 432-8808
 Business Address CAPE COD IRISH PUB 126 RTE. 28 W. HARWICH 02167
 Mailing Address Box 106 W. HARWICH 02671
 Email Address _____

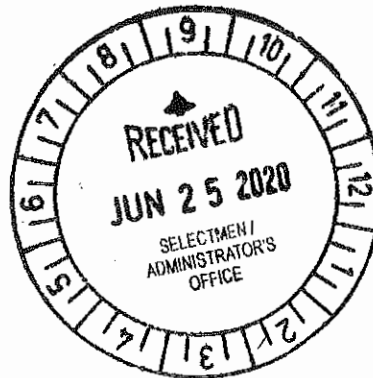
Managers Name & Address BRENDAN O'REILLY

TIMES AND DAYS OF WEEK FOR ENTERTAINMENT (This application does not cover Sundays).

SATURDAYS INDOORS 3-7.00

ENTERTAINMENT TYPE: (Check all appropriate boxes)

- Dancing by Patrons
- Dancing by Entertainers or Performers
- Recorded or Live Music
- Use of Amplification System
- Concert
- Other (Describe) _____



Days/Hours of Business Operation _____

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

Brendan O'Reilly
Signature of applicant & title Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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



Building Commissioner




Board of Health

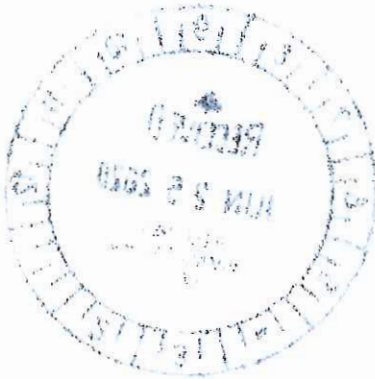


Fire Department

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



Police Department





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

APPLICATION FOR SUNDAY ENTERTAINMENT LICENSE

- Music 1PM or After (Municipal Fee \$85/State \$50) New application
 Music prior to 1PM (Municipal Fee \$175/State \$100) Renewal
 Go Carts (\$50) Annual
 Miniature Golf (\$50) Seasonal
 Trampolines (\$25) Opening Date
 Theater (\$150 per cinema)
 Automatic Amusement (\$100)
 Juke Box (\$100 each)
 Video Games (\$100 each) Other

Business Name PHOENIX PARK INC Phone 432-8808

Business Address 126 Rte. 28 W. Harwich MA 02671

Mailing Address Box 106 W. Harwich MA 02671

Owners Name & Address _____

Email Address lisaharringtonspub@gmail.com

Managers Name & Address BRENDAN O'REILLY

TIMES OF ENTERTAINMENT (Please specify where music will be located on your property and what type of entertainment such as live, DJ, recorded)

Outdoor @, on the deck - Live - 3-8 PM

ENTERTAINMENT TYPE: (Check all appropriate boxes)

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



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

___ Yes No

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

1. Describe in complete detail the extent of exposure during the performance and the nature of the entertainment: _____

2. Furnish additional information concerning the condition of the premises and how they are suitable for the proposed entertainment: _____

3. Fully describe the actions you will take to prevent any adverse effects on public safety, health, or order: _____

4. Identify whether and how you will regulate access by minors to the premises: _____

Days/Hours of Business Operation _____

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

Brian O'Reilly
Signature of applicant & title Federal I.D. # _____

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

Signature of Manager Federal I.D. # _____

Signature of Partner Federal I.D. # _____

REGULATORY COMPLIANCE FORM

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



[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature] comments:
Police Department

Contracts



MEMO

TO: Joseph F. Powers, Interim Town Administrator

FROM: Griffin Ryder, Town Engineer *GR*

CC: Robert Lawton, Interim Assistant Town Administrator
Carol Coppola, Finance Director/Town Accountant
Dan Pelletier, Water/Wastewater Superintendent

RE: Comprehensive Wastewater Master Plan Phase 2 - Cold Brook
Services Agreement with the University of Massachusetts Dartmouth
for Technical Support of the Town of Harwich Bank Street Bogs Pre-Construction
Monitoring Plan

DATE: July 16, 2020

Please find the attached Services Agreement between the Town of Harwich and the University of Massachusetts Dartmouth for Technical Support of the Town of Harwich Bank Street Bogs Pre-Construction Monitoring Plan for discussion and possible vote to authorize the Chairman of the Board of Selectmen to execute.

The Cold Brook Eco-Restoration Project (the 'Project') which is part of Phase 2 of the approved Town of Harwich Comprehensive Wastewater Management Plan (CWMP) requires pre-construction monitoring to identify the existing conditions baseline nitrogen loads (as well as other elements) at key locations. This baseline nitrogen monitoring will be utilized to compare to the post-construction nitrogen loads in order to quantify the nitrogen removal efficiency of the Project in conjunction with the CWMP.

The University of Massachusetts Dartmouth has developed the attached Intergovernmental Service Agreement to perform the pre-construction monitoring for a fee of \$75,370. UMass Dartmouth utilizes municipal rates that have been developed in conjunction with the Commonwealth of Massachusetts to benefit the Municipalities within Massachusetts. Intergovernmental service agreements are exempt from Chapter 30B.

There will a future monitoring contract presented to the Board of Selectmen for approval for the post-construction monitoring which is anticipated to be a 3-year contract. The budgeted cost for the three years of post-construction monitoring provided by UMass Dartmouth is \$235,870.

The budgeted cost for the three years of post-construction monitoring (\$235,870) and the cost for the pre-construction monitoring (\$75,370) will both be paid for from the \$2,000,000 appropriation for the Cold Brook Project, Article 12, approved by Town Meeting in 2017.

Agreement Number: _____

Agreement Date: 7-7-20

Project Manager: Brian L. Howes

Project Title: **Technical Support of the Town of Harwich
Bank Street Bogs Pre-construction Baseline Monitoring Plan**

Scope of Work and Budget:

See attached Scope

This project will be broken into Pre- and Post-construction efforts, with work subsequent to Pre-construction added as amendments as tasks are approved by the town.

COSTS:

Pre-construction Year 1 - \$75,370

Total Pre-Construction = \$75,370

The Term of Agreement is from July 1, 2020 to December 31, 2021.

Payment Terms: 0 due upon execution of this Agreement. Tasks will be invoiced as deliverables are confirmed complete and an invoice will be accepted by Harwich.


University of Massachusetts Dartmouth
Office of Research Administration
285 Old Westport Rd.
North Dartmouth, MA 02747

Company: Town of Harwich
Address: 732 Main Street
City, State, Zip: Harwich, MA 02645

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____
Email: _____

Approved as to the Availability of Funds:

 (\$ 75,370)
Finance Director Contract Sum
04440 A8 / 617012 / 1712

1. Parties. This Agreement is between the University of Massachusetts Dartmouth as represented by the SMAST and Town of Harwich.
2. Services and Scope of Work. University of Massachusetts Dartmouth shall perform the services described in the Scope of Work.
3. Confidentiality. The term "Confidential Information" includes trade secrets, business methods, business records and files, and similar information that has been identified in writing by the disclosing party as being confidential or proprietary information. University of Massachusetts Dartmouth and Company acknowledge that during the course of this Agreement, they and their respective officers, directors, trustees, employees, agents, and other representatives who need to know Confidential Information for purposes of this Agreement ("Representatives") may have access to and knowledge of Confidential Information of the other party. University of Massachusetts Dartmouth and Company shall maintain Confidential Information in confidence for three years after disclosure, except Representatives may use Confidential Information solely for performance of this Agreement. The obligations of this Section 3 do not apply to the extent a party receiving Confidential Information demonstrates that the Confidential Information (a) is or becomes publicly known, (b) is independently developed, (c) is disclosed by a third party, or (d) is required to be disclosed to comply with applicable laws or regulations or with a court or administrative order. This section survives termination of this Agreement.
4. Intellectual Property Rights. Ownership of intellectual property that is generated as a result of activities associated with this Agreement shall be determined by United States patent or copyright law where ownership follows the employer of the inventor or author. Company shall have the first option to negotiate an exclusive field of use license for University-owned intellectual property developed during the course of and in connection with this Agreement. Company has thirty (30) days after disclosure of intellectual property rights by University of Massachusetts Dartmouth to exercise its right to negotiate a license for the intellectual property after which the parties shall negotiate in good faith for six (6) months. If Company fails to exercise its option or the parties fail to reach agreement, University of Massachusetts Dartmouth may offer the rights to the intellectual property to any third party.
5. Indemnification. Company shall rely on its own judgment in making decisions with respect to all engineering and technical matters affecting the design, construction, material, and other aspects of anything performed by University of Massachusetts Dartmouth pursuant to this Agreement. Company shall indemnify, defend, and hold harmless University of Massachusetts Dartmouth and its employees, trustees, officers, students, and agents and their respective successors, heirs, and assigns against any liabilities, claims, demands, causes of action, or expenses, including attorneys' fees, related to this Agreement or concerning any product, process, or service that is made, used, or sold pursuant to any right or license granted pursuant to this Agreement. This provision survives termination of this Agreement.
6. Termination. If either party commits a material default under this Agreement and fails to cure that default within thirty (30) days after receiving written notice of the default, the non-defaulting party may terminate this Agreement and pursue any other remedies available at law or in equity against the defaulting party.
7. Other Agreements. This Agreement sets forth the entire understanding between the parties with respect to its subject matter, and supersedes all prior agreements between the parties relating to its subject matter.
8. Relationship of Parties. Each party is an independent contractor and not an agent or employee of the other party.
9. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.
10. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns.
11. Impact Reports. Company acknowledges that University of Massachusetts Dartmouth is a publicly supported program and that some data regarding the impact of this project must be collected by University of Massachusetts Dartmouth to report to government sponsors. Company agrees to provide response to reasonable requests for follow-up information regarding this Agreement.
12. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Each party agrees that any legal action arising out of or in connection with this Agreement shall be brought in the Massachusetts Superior Court in Suffolk County. This provision survives termination of this Agreement.



School for
Marine Science
and Technology

706 South Rodney French Blvd.
New Bedford
Massachusetts 02744-1221

Tel 508.999.8193
Fax 508.999.8197



University of
Massachusetts
Dartmouth

Scope of Work

Amendment to Existing Agreement

Technical Support of the Town of Harwich Bank Street Bogs Pre-Construction Baseline Monitoring Plan

June 3, 2020

Overview

In 2016, the Massachusetts Department of Environmental Protection finalized a nitrogen Total Maximum Daily Load (TMDL) for three estuaries in the Town of Harwich, including Saquatucket Harbor.¹ As part of the Massachusetts Estuaries Project (MEP) Saquatucket Harbor technical assessment, which was the basis for the TMDL, nitrogen loads out of the upstream Cold Brook system were measured over eighteen months.² This MEP assessment indicated that the Cold Brook system was naturally reducing the watershed nitrogen inputs and the measurements suggested that this reduction could be increased by restoring wetland ecosystems within the abandoned upstream cranberry bog system (*i.e.*, the Bank Street Bogs).

The Town and CDM Smith working with Coastal Systems Program from the School for Marine Science and Technology at UMass-Dartmouth (CSP/SMAST), the technical lead on the MEP, and the Harwich Conservation Trust, the owners of the bog system, and the Massachusetts Division of Environmental Restoration (MassDER) have developed a concept plan for restoring the wetland systems. The plan has been reviewed by numerous experts, including the Town's Consultants, and there is general agreement to move forward to implementation. The Plan includes incorporating a variety of natural communities, including a salt marsh, freshwater wetlands, and shallow ponds (Figure 1). The development of these communities will include a mix of active community creation and passive transition (*e.g.*, sea level rise). The consensus plan is simpler, less intrusive, and more economical than all prior plans that had been discussed.

In order to evaluate the changes in nitrogen attenuation within the system and the develop the necessary measurements for TMDL compliance, CSP/SMAST was asked by the Town and CDM Smith to implement a baseline water quality monitoring **prior to** system alteration to provide a comprehensive comparison point for assessing the impacts of planned restoration implementation. It is anticipated that once the system alterations are completed that a subsequent post-restoration

¹ MassDEP. 2016. FINAL Allen, Wychmere and Saquatucket Harbors Embayment Systems Total Maximum Daily Loads For Total Nitrogen (CN 312.1). 52 pp.

² Howes B., H.E. Ruthven, J.S. Ramsey, R. Samimy, D. Schlezinger, E. Eichner (2010). Linked Watershed-Embayment Model to Determine Critical Nitrogen Loading Thresholds for the Allen, Wychmere and Saquatucket Harbor Embayment Systems, Harwich, Massachusetts. Massachusetts Estuaries Project, Massachusetts Department of Environmental Protection, Boston, MA. 191 pp.

monitoring effort will be conducted for a number of years post-restoration to track changes in nitrogen attenuation when the newly created ecological systems are in place. In addition, the pre- and post- monitoring will determine where within the new mosaic of habitats that nitrogen removal is most efficient and provide regular feedback for an adaptive management. This monitoring will yield necessary information for regulatory reporting, nitrogen removal credits for TMDL compliance, and potential reductions in future monitoring. The planned baseline monitoring task includes the following:

Task 1 – Updated Baseline Monitoring: Pre-Creation of Pond, Wetland and Salt Marsh Habitats

In order to quantify the present nutrient characteristics of the Cold Brook System at key locations where communities are planned, CSP/SMASST staff will collect water quality and flow measurements over at least one hydrologic year (typically October to September) with a primary focus on summer conditions when impacts on Saquatucket Harbor embayment are most important.

Updated Baseline sampling will occur at a maximum of nine (9) locations situated at critical junctures throughout the bog system such that flows and nutrient concentrations can be quantified for comparison to historic data and future changes. Also, monitoring of water flow and nitrogen load into and out of specific portions where future community changes are anticipated will provide future determination of nitrogen removal changes during post-restoration conditions (Figure 2). Sampling locations will be positioned to measure not only the impact of specific communities, but cumulative impacts of a number of communities, as well as, the overall impact of the whole system and comparison to historic MEP measurements (collected at Hoyt Street) and relationship to the Saquatucket Harbor TMDL. In addition to the regular sampling, continuous stream gauges will be installed at four locations: 1) at the Bank Street system inlet, 2) upstream of the largest pond, 3) upstream of the salt marsh, and 4) at the Hoyt Street system outlet (see Figure 2). These gauges will measure water levels every 15 minutes, which will also provide updated measurements of how tidal impacts move within the system.

Sampling will occur weekly during the warmer months (four events per month May thru September), every two weeks during temperature transition months (two events per month for October and April), and once per month during colder temperature months (November thru March) for a total of 27 events. During each monitoring event, water quality samples and instantaneous streamflow measurements will be collected. Water samples will be collected and transported in accordance with standard quality control and quality assurance procedures and will be assayed for nutrients (NH₄, NO₃+NO₂, TDN, TP, PO₄, POC, PON) and salinity at the Coastal Systems Analytical Facility at SMASST. Sampling should start soon (upon Town approval) to get a full baseline before the system is altered for restoration.

A Technical Memorandum will be prepared summarizing Task 1 results and comparing results to previous monitoring within system and nitrogen loads in the TMDL, as well as suggesting details for planned post-restoration monitoring. A draft Tech Memo will be delivered to the Town and CDM Smith and a final Tech Memo will be prepared following receipt of public and Town staff comments. It is anticipated that MassDER will also use the data (provided by the Town) for refined adjustments to the restoration plan as final engineering is completed. Project staff will also be available for one (1) public presentation of the draft Tech Memo.

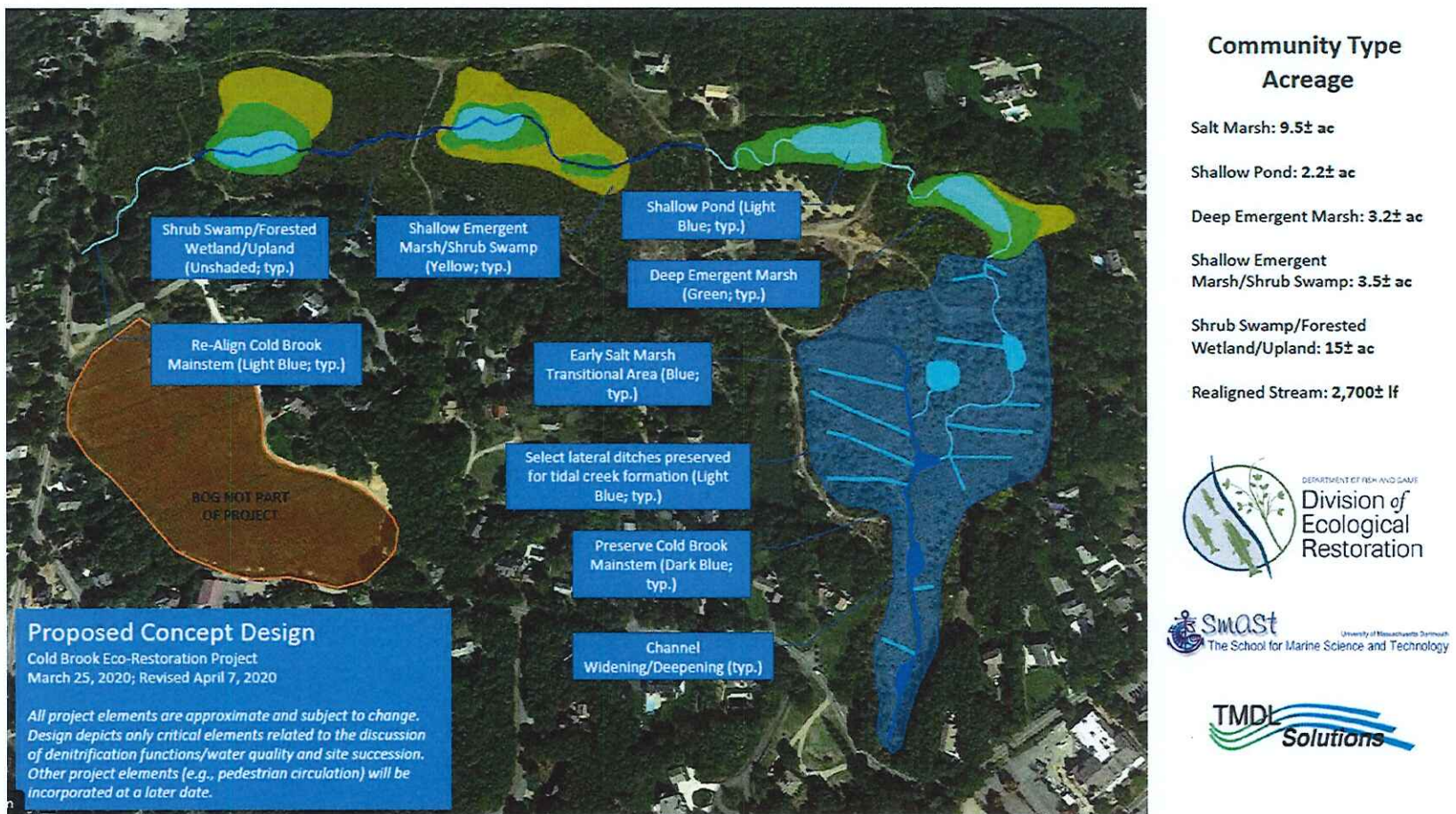
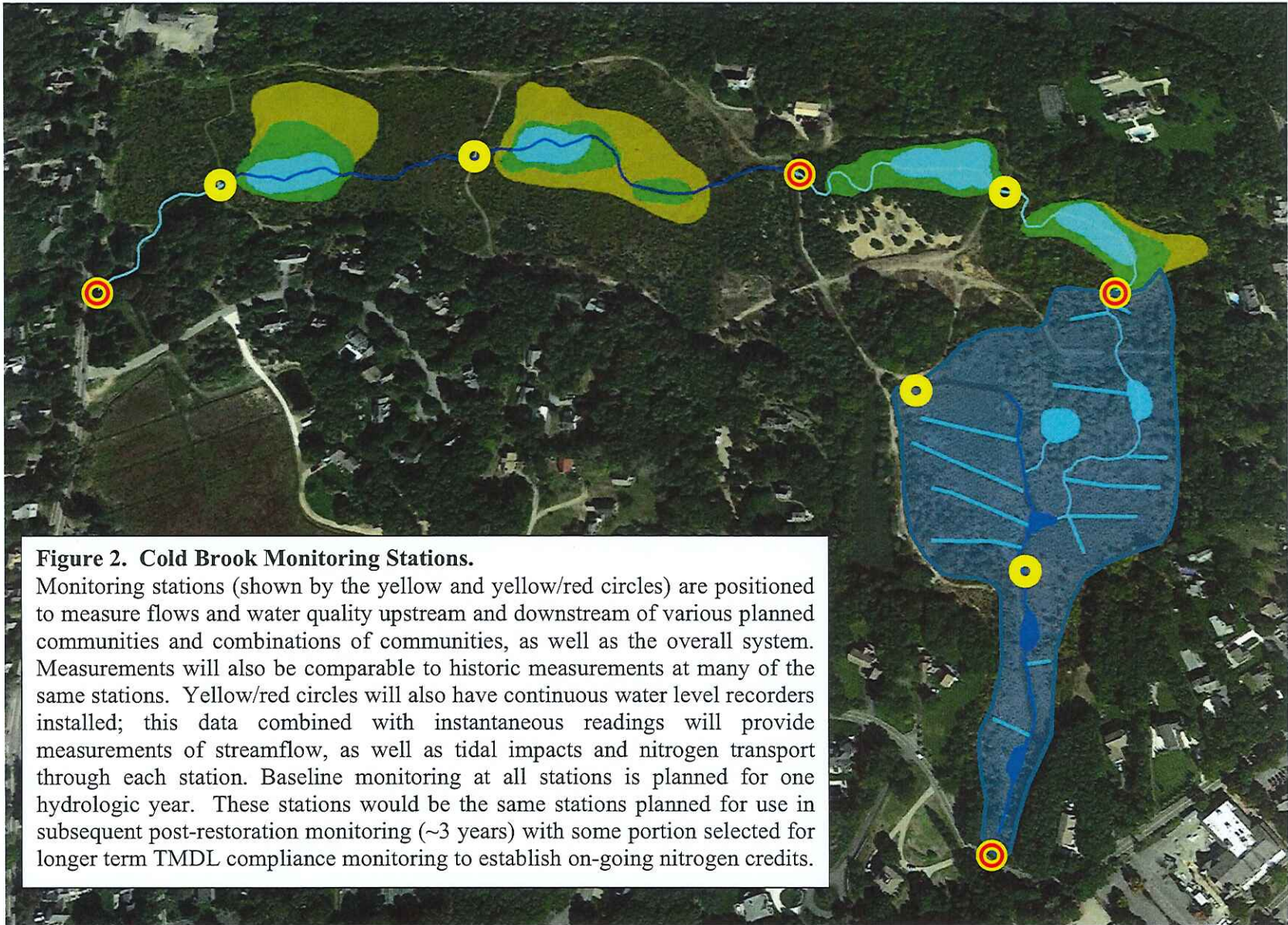


Figure 1. Cold Brook Bogs Concept Design. The existing Cold Brook Bogs are proposed to be modified to incorporate a variety of community types. These planned communities will include: salt marsh, shallow ponds, deep emergent marshes, shallow emergent marshes, and shrub swamp. This diversity of communities will provide a variety of nitrogen attenuation opportunities.



Old Business



**GUIDANCE FOR TOWN MEETINGS TO ADDRESS
COVID-19
As of June 11, 2020**

Purpose

These sector specific COVID-19 safety recommendations for Town Meetings are issued to provide municipalities with instructions to help protect against the spread of COVID-19 as in- person meetings resume.

These standards are advisory only and are not exclusive or exhaustive. The public health data for disease prevention upon which these guidelines are based can and does change frequently.

General Standards

These standards apply to all town meetings.

Town officials should communicate to residents that if they are feeling sick, are exhibiting any of the following symptoms (fever, cough, shortness of breath, chills, muscle pain, headache, sore throat, or new loss of taste or smell), or have potentially been exposed to someone with confirmed or suspected COVID-19, then they should not attend town meeting in person. A potential exposure means having household contact or having close contact (within 6 feet) with an individual with confirmed or suspected COVID-19 for prolonged periods of time (over 15 minutes) while the person is symptomatic or 48 hours before symptoms developed.

Persons who are particularly vulnerable to COVID-19 according to the Centers for Disease Control (e.g., due to age or underlying conditions) are encouraged to stay home.

Town officials are encouraged, to the extent feasible, to hold meetings virtually or outdoors and to ensure that attendees are spaced at least 6 feet apart. If outdoor meetings are not feasible, towns are advised to abide by the following policies in conducting town meeting.

I. Attendance

- Hosting town meeting by remote participation and reduction of quorum as allowed by [Chapter 92 of the Acts of 2020](#), is strongly encouraged
- Attendees of town meeting should sign in as they would normally do. Town staff should ensure that they have the correct contact information for attendees.

II. Social Distancing

Seating

- Seating should be arranged to permit attendees to sit at least 6 feet apart. Members of the same immediate household may be allowed to sit together and less than 6 feet apart
- If there is fixed seating, rows should be blocked off and kept empty to allow for sufficient distancing between rows

- Town officials are encouraged to place tape or other visual distancing markings on seating to delineate 6 ft separations and to post signage indicating the maximum number of persons permitted per row
- Promote ventilation for enclosed spaces where possible. For example, open windows and doors to allow airflow
- Lines at microphones for questions or comments should be taped to keep people six feet apart. Microphones should be disinfected after each speaker

Entering and Exiting

- Town meetings are advised to take steps to encourage orderly entering and exiting of meetings in a manner that encourages social distancing. For example:
 - Signage or floor markings should be posted to have one-way aisles or otherwise direct attendees to follow certain pathways for entering and exiting the meetings
 - If a line forms outside of the meeting, those waiting should be directed to maintain social distancing. Tape or other markings on the ground outside of the meeting should be placed to encourage attendees to maintain social distancing of at least 6 feet
 - Staff should direct people in high traffic areas to help maintain social distancing
 - Town officials or other staff should direct successive, row-by-row exiting

III. Face Coverings

- All residents over the age of 5 and staff must wear face coverings or masks in accordance with COVID-19 Order No. 31 and the Department of Public Health's Guidance while inside and while entering and exiting locations of town meeting or otherwise participating in in-person meetings, except where a person is unable to wear a face covering or mask because of a medical or disabling condition
- A person who declines to wear a face covering or mask because of a medical or disabling condition shall not be required to produce documentation verifying the condition
- Individuals addressing town meeting may remove his or her face covering while doing so, provided that he or she is able to maintain a distance of at least 6 feet from other persons present.
- Installation of protective, plexi-glass or other transparent barriers are recommended for podiums and other points of address
- Towns are strongly advised not to arrange for or permit communal gathering pre or post meeting (e.g., coffee or other food services)

IV. Cleaning and Disinfecting and Hygiene Protocols

- Locations of meetings shall be cleaned and disinfected before and after each meeting, including disinfection of heavy transit areas and high-touch surfaces (e.g., doorknobs, bathrooms, microphones, shared instruments)
- Markings should be placed outside of bathrooms to adhere to the 6 ft distance between each attendee
- If town meeting officials learn that an individual with COVID-19 attended a meeting or otherwise entered the building, the town should conduct a deep cleaning and disinfecting of any areas visited by the infected individual consistent with the Centers for Disease Control guidance: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

- Town meeting officials should ensure that officials and residents have access to handwashing facilities, including soap and running water, and allow workers sufficient break time to wash hands, as necessary. They are also encouraged to make alcohol-based hand sanitizers with at least 60% alcohol available, if possible
- Town Warrants and other paper that is distributed at a meeting should be done so in a manner to ensure social distancing and not be shared between attendees Towns that use electronic voting machines should disinfect the machine between each use

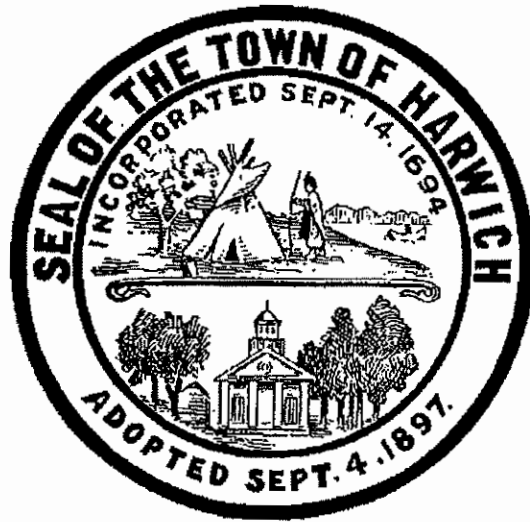
V. Notification of Positive Case

- Town meeting officials should work with the board of health in the event that anyone is exposed to COVID-19 at the meeting. Meeting attendees may need to be identified and contacted by the board of health or Contact tracing Collaborative.

Warrant Timeline for September 28, 2020 ANNUAL TOWN MEETING

Charter Section 9-7-1	Finance Committee must publish the capital plan and hold a public hearing not less than 10 days after publication	TO BE DETERMINED
Charter Section 2-2-2	Posting and publication of ATM warrant	Not later than Monday, September 14, 2020
Charter Section 9-3-3	Finance Committee holds one or more public hearings and provides written recommendation on the budget and all articles and be made available to the public at least 10 days before Town Meeting	Not later than Friday, September 18, 2020
c. 45 Acts of 2020	Postponement of ATM due to COVID-19 State of Emergency in Comm. Of MA.	MONDAY, SEPTEMBER 28, 2020

**ANNUAL TOWN MEETING
WARRANT
With
RECOMMENDATIONS**



September ##, 2020

Date, Time, Location TBD

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September ##, 2020**

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NOTES

VOTING PROCEDURES

- I A quorum, 150 registered voters, must be present in order to conduct business. The only motion in order when no quorum is present is a motion to adjourn.
- II A two-thirds majority of the Town Meeting shall be required for inclusion of any Capital Outlay, unless it was included in the Capital Outlay Plan adopted at the preceding Town Meeting.
- III All motions introduced at the Town Meeting shall be in writing when required by the Moderator.
- IV Voters are limited to two times speaking on any one question; the total time speaking not to exceed 10 minutes.
- V Only registered voters shall occupy the meeting “floor”.
- VI No voter will be allowed to speak until he or she is recognized by the Moderator.
- VII Motion requiring more than a simple majority to pass:
 - A. To reconsider a vote on a motion – $\frac{3}{4}$ majority (this motion must be made prior to the next adjournment of the meeting).
 - B. To consider articles in an order other than as appears on the warrant – $\frac{3}{4}$ majority.
 - C. To pay unpaid bills – $\frac{4}{5}$ majority at the Annual Town Meeting, $\frac{9}{10}$ majority at a Special Town Meeting.
 - D. To move the previous question (terminate debate) – $\frac{3}{4}$ majority.
- VIII Quorum cannot be questioned after a motion has been made and seconded.

MOTION CHART Section 1-211
(Application of Rules is indicated by an X)

Motions	Debatable	Non Debatable	Amendable	Non Amendable	Second Required	Second Not Required	Majority Vote	2/3 Vote	¼ Vote	May Reconsider	Cannot Reconsider
Adjourn		X		X	X		X				X
Adjourn (in a time certain)	X		X		X		X			X	
Amendment	X		X		X		X			X	
Adopt a Resolution	X		X		X		X				X
Accept & Adopt	X		X		X		X ¹			X	
Postpone Indefinitely	X			X	X		X			X	
Previous Question Terminate Debate		X		X	X			X			X
Reconsider ²	X			X	X			X			X
Consider Articles Out of Order	X		X		X			X			X
Point of Order		X				X					
1. Unless a greater than simple majority required by General Laws of Town of Harwich by-laws.											
2. See section 1.207											

TAX RATE CHART

THE CHART BELOW SHOWS THE AMOUNT OF MONEY REQUIRED TO CHANGE THE
FY 2020 TAX RATE.

TAX RATE CHANGE IN \$/1,000	DOLLARS REQUIRED
\$ 0.01	\$59,732
\$ 0.05	\$298,658
\$ 0.10	\$597,317
\$ 0.15	\$895,975
\$ 0.20	\$1,194,634
\$ 0.25	\$1,493,292
\$ 0.30	\$1,791,951
\$ 0.35	\$2,090,609
\$ 0.40	\$2,389,268
\$ 0.45	\$2,687,926
\$ 0.50	\$2,986,585
\$ 0.55	\$3,285,243
\$ 0.60	\$3,583,901
\$ 0.65	\$3,882,560
\$ 0.70	\$4,181,218
\$ 0.75	\$4,479,877
\$ 0.80	\$4,778,535
\$ 0.85	\$5,077,194
\$ 0.90	\$5,375,852
\$ 0.95	\$5,674,511
\$ 1.00	\$5,973,169

MUNICIPAL FINANCE TERMS

APPROPRIATION: An authorization granted by the Town Meeting to make expenditures and to incur obligations for specific purposes.

AVAILABLE FUNDS: Available funds refer to other funds available for appropriation by the Town Meeting, such as Wetland Protection funds, Cemetery Lot sales and Perpetual Care Interest and old article balances returned to revenue.

CHERRY SHEET: An annual statement received from the State Department of Revenue detailing estimated receipts for the next fiscal year from various State Aid accounts and estimated charges payable by the assessors in setting the tax rate. Named for the cherry colored paper, which the State traditionally has printed it on.

FREE CASH: Certified each year by the Director of State Bureau of Accounts, this is the portion of the fund balance which is available for appropriation by a Vote of Town Meeting. It is not cash, but rather is the approximate total of cash and receivables less current liabilities and earmarked reserves.

OVERLAY, ALSO CALLED ALLOWANCE FOR ABATEMENTS AND EXEMPTIONS:

The overlay is the amount raised by the Assessors in excess of appropriations and other charges for the purpose of creating a fund to cover tax abatements granted and avoiding fractions in the tax rate. It cannot exceed 5% of the levy.

RESERVE FUND: This fund is established by the voters at an Annual Town Meeting only and is composed of an appropriation (not exceeding 5% of the tax levy of the preceding year). Transfers from the Reserve Fund are within the exclusive control of the Finance Committee, and are for “extraordinary or unforeseen” situations, normally emergencies.

STABILIZATION FUND: This is a special reserve for future expenditures. The aggregate amount in the fund shall not exceed, at any time, 10% of the valuation in the preceding year. Money may be voted into the fund by a majority vote at Town Meeting. Money may be appropriated from the fund only by a two-thirds vote at Town Meeting for any municipal purpose.

TRANSFER: The authorization to use an appropriation for a different purpose; in most cases only the Town Meeting may authorize a transfer.

MUNICIPAL FINANCE TERMS RELATED TO CAPITAL IMPROVEMENTS

CAPITAL ASSETS: – All tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful life extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Asset)

CAPITAL BUDGETING: An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Asset, Fixed Asset)

CAPITAL IMPROVEMENTS PROGRAM: – A blueprint for planning a community’s capital expenditures that comprises an annual capital budget and a five-year capital program. It coordinates community planning, fiscal capacity and physical development. While all of the community’s needs should be identified in the program, there is a set of criteria that prioritizes the expenditures.

CAPITAL OUTLAY: The exchange of one asset (cash) for another (capital asset), with no ultimate effect on net assets. Also known as “pay as you go,” it is the appropriation and use of available cash to fund a capital improvement, as opposed to incurring debt to cover the cost.

CAPITAL PLANNING: (See Capital Improvements Program)

FIXED ASSETS: – Long-lived, tangible assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

MUNICIPAL FINANCE TERMS RELATED TO PROPOSITION 2 ½ TERMS

Chapter 59, Section 21C of the Massachusetts General Laws commonly referred to as Proposition 2 ½ (Prop. 2 ½) or the Tax Limiting Law for Cities and Towns in Massachusetts.

CAPITAL OUTLAY EXPENDITURE EXCLUSION: This override ballot question can be placed on a referendum by a two-thirds vote of the Board of Selectmen. If a majority of the voters approve the ballot question the additional amount for the payment of the capital project cost is added to the levy limit or levy ceiling only for the year in which the project is being undertaken.

CONTINGENT VOTES: Chapter 634 of the Acts of 1989 permits a Town Meeting to appropriate funds contingent upon passage of a referendum question (OVERRIDE). A contingent vote does not automatically result in an override referendum. An override referendum can only be called by the Board of Selectmen. If a referendum is called by the Selectmen it must take place within forty-five days of the Town Meeting vote.

DEBT EXCLUSION: This override ballot question can be placed on a referendum by a two-thirds vote of the Board of Selectmen. If a majority of the voters approve the ballot question the Town's levy limit is increased only for the amount voted at the referendum for the life of that debt only. The levy limit increase may exceed the Town's levy ceiling.

GENERAL OVERRIDE: A general override ballot question can be placed on a referendum if a majority of the Board of Selectmen vote to do so. If the ballot question is approved by a majority of the voters, the Town's levy limit is permanently increased by the amount voted at the referendum. The levy limit increase may not exceed the Town's levy ceiling. Override questions must be presented in dollar terms and specify the purpose.

LEVY: The property tax levy is the revenue a Town can raise through real and personal property taxes. The property tax levy is the largest source of revenue for the Town.

LEVY CEILING: This is the maximum the levy limit can be. The ceiling equals 2.5% of the Town's full and fair cash value.

LEVY LIMIT: The Maximum the levy can be in a given year. The limit is based on the previous year's levy limit plus certain allowable increases.

LEVY LIMIT INCREASE: The levy limit automatically increases each year by 2.5% of the previous year's levy limit.

NEW GROWTH: New construction and new parcel subdivision may also increase the Town's levy limit.

OVERRIDE: A community can permanently increase its levy limit by successfully voting at a referendum to exceed the limits. A community may take this action as long as it is below the levy ceiling.

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
ANNUAL TOWN MEETING
September ##, 2020**

BARNSTABLE, ss:

To either of the Constables of the Town of Harwich in said county,

Greetings:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and Town affairs to meet in the [Date, Time, Location to be determined] then and there to act on the following articles:

ARTICLES

TOWN OFFICERS AND COMMITTEES

ARTICLE 1: To choose various Town Officers and Committees.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

REPORTS OF TOWN OFFICERS AND COMMITTEES

ARTICLE 2: To hear reports of all Town Officers and Committees for the year 2019.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

ELECTED OFFICIALS SALARIES

ARTICLE 3: To see if the Town will vote the salaries of the Elected Officials of the Town for fiscal year commencing July 1, 2020 and ending June 30, 2021 as follows and to act fully thereon. Estimated cost: \$126,503

Selectmen (5)	\$2,400 each
Moderator	\$1,000
Water Commissioners (3)	\$1,000 each
Library Trustees (7)	\$1,000 each
Town Clerk	\$103,503

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

BUDGETS

TOWN OPERATING BUDGET

ARTICLE 4: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray Town charges for Fiscal Year 2021, and to act fully thereon. By request of the Board of Selectmen. (BUDGET – APPENDIX A). Estimated Cost: \$39,011,435.

Operating Budget	
Betterments	199,481
Cable Fund	210,107
CPA	341,750
FEMA	13,855
Free Cash	140,000
Golf Improvement	108,200
Overlay Surplus	200,000
State Aide	677,303
Water Enterprise	730,290
Waterways & Mooring	357,863
Town Clerk State Aid	12,000
County Dog Fund	2,144
Subtotal	2,992,993
Local Receipts	13,210,298
Taxes	22,808,144
Operating Budget	39,011,435

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

MONOMOY REGIONAL SCHOOL DISTRICT BUDGET

ARTICLE 5: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to pay for the Monomoy Regional School District Assessment for Fiscal Year 2021, and to act fully thereon. By request of the Monomoy Regional School Committee. Estimated cost: \$27,340,929

Monomoy Regional School District	
Operating Budget	24,930,504
Transportation	577,016
Capital	263,943
Debt	1,569,466
Total	27,340,929

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

CAPE COD REGIONAL TECHNICAL SCHOOL DISTRICT BUDGET

ARTICLE 6: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to pay for the Cape Cod Regional Technical High School District Assessment for Fiscal Year 2021, and to act fully thereon. By request of the Cape Cod Regional Technical High School District. Estimated cost: \$1,768,279.

Cape Cod Regional Technical HS	
Operating Budget	1,178,798
Debt	589,481
Total	1,768,279

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

WATER DEPARTMENT BUDGET

ARTICLE 7: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray the Water Department Operating Budget for Fiscal Year 2021, and to act fully thereon. By request of the Water Commission. Estimated cost: \$4,291,075.

Water Operating Budget	
Salaries	1,321,050
Expenses	1,468,390
Debt	721,345
Indirect Costs	730,290
OPEB	50000
Total	4,291,075

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

WASTEWATER / SEWER DEPARTMENT BUDGET

ARTICLE 8: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow such sums of money as may be required to defray the Wastewater/Sewer Department Operating Budget for Fiscal Year 2021, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$376,100.

Sewer Operating Budget	
Salaries	77,285
Expenses	298,815
Total	376,100

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

CAPITAL PLAN

ADOPT THE CAPITAL PLAN

ARTICLE 9: To see if the Town will vote to adopt the Capital Plan for the ensuing seven year period as adopted last year by the Town Meeting with new fiscal year 2027 as proposed by the Board of Selectmen and set forth below or as amended by vote of the Town Meeting, and to act fully thereon. By request of the Board of Selectmen.

CAPITAL PLAN (APPENDIX B)

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

CAPITAL ITEMS FUNDED FROM FREE CASH – ITEMS UNDER \$50,000

ARTICLE 10: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money to fund the items in the table below included in the FY 2021 Capital Plan, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$.

Department	Description	Amount
Police	Taser Replacement Year 3 of 3	\$14,910
Fire	Air Pack	\$400,000
Fire	Air Pack – State Grant Portion	(\$380,000)
	Total – Less Grant Portion	\$34,910

Explanation:

The Finance Committee Recommends:
 ROLL CALL VOTE:

The Board of Selectmen Recommends:
 ROLL CALL VOTE:

FACILITY MAINTENANCE AND REPAIR FUND

ARTICLE 11: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to defray costs related to Facility and Grounds Maintenance and Repair included in the FY 2021 Capital Plan, and to act fully thereon. By request of the Board of Selectmen. Estimated cost: \$303,500.

Department	Description	Amount
Cemetery	Island Pond Arboretum Master Plan Construction	100,000
Cemetery	Island Pond Arboretum Master Plan Study	43,000
Cemetery	Island Pond Arboretum Grant	(143,000)
Library	Brooks Library Roof	148,500
Cultural Center	Cultural Center Study	100,000
Facilities Wide	ADA Compliance Plan	350,000
Facilities Wide	ADA Compliance Grant	(350,000)
DPW	Replace Transfer Station Scale Decking	55,000
	Total - Less Grant Portion	303,500

Explanation:

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

FIRE DEPARTMENT

REPLACE FIRE DEPARTMENT AMBULANCE

ARTICLE 12: To see if the Town will vote to raise and appropriate, transfer from available funds or borrow a sufficient sum of money as may be required to purchase or lease, and equip one ambulance for the Fire Department, and to act fully thereon. By request of the Fire Chief. Estimated cost: \$378,000

Explanation:

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

FIRE DEPARTMENT QUINT

ARTICLE 13: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow as may be required the sum of \$1,100,000 to purchase or lease, and equip a quint to replace an engine and ladder for the Fire Department as requested in the Capital Plan for FY2021. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. c.59 § 21c (Proposition 2 ½) the amounts required to pay the principal of and the interest on any borrowing authorized under this article. And further, in accordance with Chapter 44 Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied, and to act fully thereon. By request of the Fire Chief. Estimated cost: \$1,100,000

Explanation:

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

LEASE PURCHASE AGREEMENTS

ARTICLE 14: To see if the Town will vote to enter into various lease purchase financing agreements for town equipment included in the operating budget for FY 2021, said leases may be for a term not to exceed the useful life of the equipment as determined by the Board of Selectmen; or to act fully thereon. By request of the Board of Selectmen.

(The Municipal Modernization Act of 2016 contains a new section requiring a recommendation by the Town Administrator and a two-thirds vote of the legislative body to authorize a tax-exempt lease purchase agreement. To qualify under this new section a qualifying lease must be in excess of three years, must not exceed the useful life of the equipment, must establish a nominal residual value of the equipment at the end of the lease, and must be approved by a two-thirds vote of Town Meeting.

Explanation:

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

ADMINISTRATION

FUND BUDGET SHORTFALLS IN BUDGET TRANSFERS FOR FY 2020

ARTICLE 15: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to fund shortfalls in various FY 2020 budget and fund transfers, and to act fully thereon. By request of the Town Administrator and Finance Director. Estimated cost: \$.

Explanation:

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

PURCHASE AND EQUIP VEHICLES FOR THE DPW

ARTICLE 16: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow a sufficient sum of money as may be required to purchase and equip the following vehicles and to further authorize the trade-in or sale of the following old vehicles toward the purchase price, where the Board of Selectmen find that the vehicles cannot be utilized elsewhere in Town and to act fully thereon. By request of the DPW Director. Estimated cost: \$250,000

(1) Ford E-250 Van (Highway)	\$ 35,000
(1) Catch Basin Cleaner (Highway)	\$ 215,000

Explanation: Old Vehicles: The 2006 Ford E-250 Building Maintenance van floors and body panels are rusted through. It is questionable whether it will pass a safety inspection.

The 2000 International Catch Basin Cleaner is at the end of its useful life. The cab on this 20 year old vehicle is rotted through. Parts are becoming obsolete and are very difficult to find. Maintaining the Town's catch basins is a core function of DPW operations. Two year (FY18-FY19) maintenance costs for this vehicle averaged \$10,210 per year.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

ROAD MAINTENANCE PROGRAM

ARTICLE 17: To see if the Town will vote to raise and appropriate, transfer from available funds and/or borrow the sum of \$700,000 to fund the Road Maintenance Program as requested in the Capital Plan for FY2021. The appropriation authorized by this vote shall not take effect until the Town votes to exempt from the limitation on total taxes imposed by M.G.L. c.59 § 21c (Proposition 2 ½) the amounts required to pay the principal of and the interest on any borrowing authorized under this article. And further, in accordance with Chapter 44 Section 20 of the General Laws, the premium received by the Town upon the sale of any bonds or notes thereunder, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to pay project costs and the amount authorized to be borrowed for each such project shall be reduced by the amount of any such premium so applied, and to act fully thereon. By request of the DPW Director. Estimated cost: \$700,000

Explanation: The capital request for road maintenance is for \$700k for FY2021, which we anticipate being augmented by approximately \$700k in Chapter 90 funds. The capital project

request form lists 5 years of our road maintenance plan with cash flows of approximately \$1.4M each year and has our 5 year Road Maintenance Plan The following is the 5 year summary.

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

CEMETERY

MEMORIAL TREE REPLACEMENT

ARTICLE 18: To see if the Town will vote to raise and appropriate the sum of twenty thousand dollars (\$20,000.00) for the Memorial Tree Replacement, a program to plant at any of the Town owned Cemeteries in Harwich and to act fully thereon. By request of the Cemetery Commission. Estimate Cost: \$20,000

Explanation: This Article will be funded from the expendable portion of Cemetery Perpetual Care Fund totaling approximately \$20,000 by Town Meeting. There was a loss of over 400 trees within the Town Cemeteries with the largest losses being 275 in Island Pond, 75 in Mount Pleasant and 24 in Evergreen from July 23, 2019 Tornado. The replanting of trees at these locations and in other Town Cemeteries is necessary to properly maintain our cemeteries.

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

CHANNEL 18

CONTROL ROOM PLAYBACK SERVER UPGRADE

ARTICLE 19: To see if the Town will vote to raise and appropriate or transfer from available fund or borrow such sums of money that may be required to purchase and install a new playback server, video bulletin server and streaming service at the Channel 18 control room (100 Oak Street), and to act fully thereon. Estimated Cost \$37,450

Explanation: To be funded by the Cable Related Fund established at ATM 2016 Article 36 and expendable by a vote of the legislative body.

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

DONN B. GRIFFIN HEARING ROOM IMPROVEMENTS

ARTICLE 20: To see if the Town will vote to raise and appropriate or transfer from available fund or borrow such sums of money that may be required to purchase and install an improved audio system, projection equipment, video production software and components, furniture and network peripherals for the Donn B. Griffin Room at the Harwich Town Hall (732 Main Street), and to act fully thereon. Estimated Cost: \$97,000

Explanation: To be funded by the Cable Related Fund. The audio components of the Donn B. Griffin Room are 17 years old and are in need of replacing to enhance the audio quality of recorded meetings. The Griffin room is the most used hearing room and where the majority of all meetings are filmed. The projection equipment is not viewer friendly for citizens attending the meeting in person or watching from home. Updating this equipment will allow viewers at home and in the Griffin room to view presentations more clearly.

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

GOLF DEPARTMENT

LANDSCAPE RECLAMATION, MAJOR TREE REMOVAL

ARTICLE 21: To see if the Town will vote to raise and appropriate, transfer and/or borrow a sufficient sum of money from the Golf Improvement Fund to continue landscape reclamation and tree removal according to the FY 2021 Capital Plan and specific to holes 1 – 9, however not restricted to any other areas that the Golf Director and the Committee deem necessary, and to act fully thereon. By request of the Director of Golf and the Golf Committee. Estimated cost: \$35,000

Explanation: This is the next phase of tree removal specific to the “front side”, holes 1-9. Removal of growth that restricts both air and light enhances the playability of these fairways as recognized by consultation with the USGA, and with the endorsement of the Golf Committee, the Director, and the Superintendent of the Green.

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

GOLF IMPROVEMENT FUND TRANSFER

ARTICLE 22: To see if the Town will vote to raise and appropriate, transfer and/or borrow a sufficient sum of money from the Golf Improvement Fund to create a design and feasibility study for a 3 Hole Practice Course and Putting Complex at Cranberry Valley Golf Course and to act fully thereon. By request of the Director of Golf and the Golf Committee. Estimated cost: \$35,000

Explanation: With the introduction and growth of golfer development programs for youth such as: The First Tee Program and PGA Junior League, as well as serving as home course for Monomoy High Schools Boys & Girls Varsity and Junior Varsity programs, the golf course is limited in its ability to continue to grow golf and recreation in the community by the availability of the 18-hole golf course. A suitable piece of land has been identified between holes 14 & 18 (easy access from clubhouse) that could serve as a home for these and other player development programs, where they will be able to grow in participants and experience. By moving these programs off the 18-hole course it will create more revenue opportunities and member rounds on the existing course. A design focusing on low maintenance costs, variety of play options for different population segments including disabled golfer access, and beginner friendly design to engage a learning golf population will be sought. Grants exist for the building of youth specific player development areas.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

HARBORMASTER DEPARTMENT

SUPPLEMENTAL FUNDING FOR ROUND COVE BOAT RAMP

ARTICLE 23: To see if the Town will vote to transfer a sufficient sum of money from the Harbor Mooring Receipts Reserved for Appropriation Fund to complete the reconstruction of Round Cove Boat Ramp, and to act fully thereon. By request of the Harbormaster. Estimated cost: \$23,000.

Explanation: The existing public boat ramp at Round Cove landing is poorly constructed and in very poor condition. Every year several boat trailers get hung-up on the leading edge of the ramp because it is too short and not properly pitched, this caused significant damage to trailers. ATM 17 authorized the transfer of \$177,070.25 from prior articles however the total cost is estimated to be \$200,000.

The Finance Committee Recommends:
..... ROLL CALL VOTE:

The Board of Selectmen Recommends:
..... ROLL CALL VOTE:

MASS GENERAL LAWS (M.G.L.)

ADOPT M.G.L., CHAPTER 59, §5, CLAUSE 18 – HARDSHIP UNDER AGE 60

ARTICLE 24: To see if the Town will vote to support the Harwich Board of Selectmen's request to State Legislature to pass a bill amending the Hardship Exemption (as provided in Chapter 59 §5, Clause 18) for the right to grant up to a \$1,000 property tax exemption for taxpayers under the age of 60, as a local option for all cities and towns and/or as a home rule petition for the Town of Harwich, and to act fully thereon. By the request of the Board of Assessors. Estimated Cost: \$30,000

Explanation: The Board of Assessors would like to advocate for most vulnerable citizens of the Commonwealth. We feel that all citizens of our community and all others in the Commonwealth are struggling. We would like for this article to be approved by the Legislation. This article is for our most vulnerable residents under 60 who by reason of infirmity or poverty are unable to contribute fully to their tax liability in the judgement of the Board of Assessors. We estimate that we would receive 30 applicants.

The Finance Committee Recommends:
..... ROLL CALL VOTE:

The Board of Selectmen Recommends:
..... ROLL CALL VOTE:

ADOPT M.G.L., CHAPTER 59, §5, CLAUSE 41A – TAX DEFERRAL

ARTICLE 25: To see if the Town will vote to adopt a lower interest rate from 8% yearly interest to 5% yearly interest on the deferred taxes to for the purpose of real estate tax deferrals for qualifying persons age 65 and over, as provided in MGL Chapter 59, §5, Clause 41A. By request of the Board of Assessors. Estimated Cost: \$500

Explanation: The Commonwealth of Massachusetts, Department of Revenue allows cities and towns to establish the simple interest rate charged on deferrals of real estate taxes. The current environment on interest rates would dictate that the Town of Harwich lower the rate from 8% to 5%. The town has averaged 3 deferrals a year. Lowering the rate to 5% may encourage qualified seniors to apply for this program. Based on previous averages this change will result in a cost of approximately \$500 to the Town of Harwich.

The Finance Committee Recommends:
..... ROLL CALL VOTE:

The Board of Selectmen Recommends:
..... ROLL CALL VOTE:

ADOPT M.G.L., CHAPTER 59, §5, CLAUSE 56 – ASSESSMENT OF LOCAL TAXES -
PROPERTY; EXEMPTIONS

ARTICLE 26: To see if the Town will vote to reaffirm and extend MGL Chapter 59, §5, Clause 56. Upon acceptance of this section by the Town, the Board of Assessors may grant, real and personal property tax abatement up to 100% of the total tax assessed to members of the Massachusetts National Guard and to Reservists on active duty in foreign countries for the fiscal year they performed such service subject to eligibility criteria to be established by the Board of Assessors. The authority to grant abatements under this section shall expire after 2 years of acceptance unless extended by a vote of the city or town. Said change to take effect FY 2021 and act fully thereon. By request of the Harwich Veteran’s Agent and Board of Assessors. Estimated Cost: \$10,000.

Explanation: This local option for the National Guard and Reservists must be renewed every two (2) years.

The Finance Committee Recommends:
..... ROLL CALL VOTE:

The Board of Selectmen Recommends:
..... ROLL CALL VOTE:

COMMUNITY PRESERVATION

APPROPRIATE SUMS OF MONEY FROM THE FY 2021 ESTIMATED ANNUAL
REVENUES OF THE COMMUNITY PRESERVATION ACT FUND

ARTICLE 27: To see if the Town will vote to appropriate the following sums of money from the FY 2021 estimated annual revenues of the Harwich Community Preservation Act Fund as required by the G.L. Chapter 44B and Chapter 149, §298 of the Acts of 2004 as follows:

- A sum of money for the acquisition, creation and preservation of the open space;
- A sum of money for the acquisition, preservation, restoration and rehabilitation of historic resources;
- A sum of money for the acquisition, creation, preservation and support of community housing; and
- A sum of money for the Community Preservation Act Fund FY2019 Undesignated Fund Balance (including Recreation)

and to act fully thereon. By request of the Board of Selectmen.

<u>Appropriation</u>	<u>FY 2021</u>
Community Housing Reserve	\$177,600
Open Space Reserve	\$177,600
Historic Preservation Reserve	\$177,600
Undesignated Fund Balance Operating Expenses	\$50,000

Explanation: To see if the town will reserve for future appropriations amounts from the FY 2021 Community Preservation Act Fund estimated annual revenues for the purpose of acquisition, creation and preservation of open space and community housing, for the purpose of acquisition, preservation, restoration and rehabilitation of historic resources and for the support of the operating expenses to includes wage, supplies, legal service and other operating expenses necessary for the committee.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

FUND LAND BANK DEBT SERVICE

ARTICLE 28 To see if the Town will vote to appropriate from the Community Preservation Act Funds – Undesignated Fund Balance, \$341,750 to fund the Debt Service on the outstanding Land Bank Debt. Any funds left unspent from this Article are to be returned to the Community Preservation Act funds – Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Finance Director. Estimated Cost: \$341,750.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

COMMUNITY PRESERVATION ACTIVITIES UNDER \$50,000

ARTICLE 29: To see if the Town will vote to appropriate from the Community Preservation Act Funds, a sufficient sum of money to fund the items in the table below consistent with their respective applications. Any funds left unspent from this Article are to be returned to the Community Preservation Act Fund from which the appropriation is made as

specified in the chart below, and further authorize the Community Preservation Committee to enter into an agreement with the Community Development Partnership, and to act fully thereon. By request of the Community Preservation Committee, Historic District and Historical Commission, Chase Library Association, Inc., Community Development Partnership, Real Estate and Open Space Committee and Conservation Commission, and the Pleasant Bay Community Boating.. Estimated Cost: \$102,000

	Project	Purpose	Amount	Appropriation Source
1	Historic Areas and Property Inventory	Update Town Historic Areas and Property Inventory	\$34,500	Historic Reserve
2	Chase Library Door	Preservation of original door and entrance	\$15,000	Historic Reserve
3	Community Development Partnership	Cape Housing Institute	\$7,500	Community Housing Reserve
4	Town Owned Conservation Land	Restoration and rehabilitation of Town owned Conservation Lands	\$20,000	Open Space Reserve
5	Pleasant Bay Community Boating	Handicapped Accessible Dock project	\$25,000	Undesignated Fund Balance
		Total:	\$102,000	

The Finance Committee Recommends:
 **ROLL CALL VOTE:**

The Board of Selectmen Recommends:
 **ROLL CALL VOTE:**

PINE GROVE CEMETERY GRAVESTONE CONSERVATION & PRESERVATION

ARTICLE 30: To see if the Town will vote to appropriate from the Community Preservation Act – Historic Preservation Reserve, \$75,000 to fund the repair and restoration of gravestones and monuments at Pine Grove Cemetery. Any funds left unspent from the Article are to be returned to the Community Preservation Act Fund – Historic Preservation Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Cemetery Administrator. Estimated Cost: \$75,000

The Finance Committee Recommends:
 **ROLL CALL VOTE:**

The Board of Selectmen Recommends:
 **ROLL CALL VOTE:**

HARWICH AFFORDABLE HOUSING TRUST

ARTICLE 31: To see if the Town will vote to appropriate from Community Preservation Act Funds – Community Housing Reserve, \$250,000 to fund the Harwich Affordable Housing Trust to create and preserve affordable housing in the Town of Harwich in the amount of \$200,000 and to fund a part-time Housing Coordinator in the amount of \$50,000. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Community Housing Reserve and to act fully thereon. By request of the Community Preservation Committee, the Harwich Affordable Housing Trust and the Board of Selectmen. Estimated Cost: \$250,000.

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

RENTAL ASSISTANCE PROGRAM

ARTICLE 32: To see if the Town will vote to appropriate from Community Preservation Act Funds - Community Housing Reserve, \$200,000 to fund the rental assistance program for families earning 80% or less than average median income (AMI). Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds-Community Housing Reserve, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Housing Authority. Estimated Cost: \$200,000

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

WHITEHOUSE FIELD LIGHTING PROJECT

ARTICLE 33: To see if the Town will vote to appropriate from Community Preservation Act Funds- Undesignated Fund Balance, \$380,360 to replace the current Whitehouse Field Lighting System with a new comprehensive lighting system. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds- Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$380,360

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

BROOKS PARK FENCING PROJECT

ARTICLE 34: To see if the Town will vote to appropriate from Community Preservation Act Funds- Undesignated Fund Balance, \$72,657 to replace the current fencing at Brooks Park Baseball Field. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds- Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Harwich Recreation and Youth Commission. Estimated Cost: \$72,657

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

HARWICH COMMUNITY PLAYGROUND PROJECT

ARTICLE 35: To see if the Town will vote to appropriate from Community Preservation Act Funds - Undesignated Fund Balance in the amount of \$500,000 to construct a playground at Harwich Elementary School. Any funds left unspent from this Article are to be returned to the Community Preservation Act Funds – Undesignated Fund Balance, and to act fully thereon. By request of the Community Preservation Committee and the Board of Selectmen. Estimated Cost: \$500,000

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

REVOLVING FUNDS

**AMEND THE CODE OF HARWICH GENERAL BY-LAWS – CHAPTER 8
DEPARTMENTAL REVOLVING FUNDS § 8-1. FUNDS ESTABLISHED**

ARTICLE 36: To see if the Town will vote to amend the Departmental Revolving Funds By-law, Section 8-1 of the Town Code, by expanding the scope of fees to be credited to the Wetlands Revolving Fund and the Community Center Revolving Fund as set forth below (the language to be added is shown in underlined text): Further to amend the uses of the Community Center Revolving Fund to include weight room supplies, care and support as well as exercise and educational instructors (the language to be added is shown in underlined text): Or to take any other action relative thereto. By request of the Finance Director, Conservation Administrator and Community Center Director.

<u>Revolving Fund</u>	<u>Authorize to Spend Fund *</u>	<u>Revenue Source</u>	<u>Use of Fund</u>
Community Center	Director & Facilities Committee	Community center exercise and educational classes and 75 % of the fees from use of the weight room	Weight Room equipment maintenance, supplies, care and support. <u>Exercise and educational instructors.</u>
Wetlands	Conservation Commission	Notice of Intent Filing Fees as well as in-lieu fees generated as a result of an approval of a Notice of Intent	<u>Consultants, wetland, buffer zone management and restoration projects</u>
Cemetery	Cemetery Administrator and Cemetery Commission	90% of Lot Sales, 100% of all Cemetery Services and Fees	Maintenance, care and support of town cemetery properties, <u>including part time salary and wages.</u>

Explanation: 1) To expand the use of the Community Center Revolving Fund to include exercise and educational programs previously charged to the Recreation Revolving Fund. 2) To expand the source of revenue for the Wetlands Revolving Fund to include in-lieu fees. 3) to allow for part time wages to be expended from the Cemetery Revolving Fund.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

ANNUAL DEPARTMENTAL REVOLVING FUNDS AUTHORIZATION

ARTICLE 37: To see if the Town will vote to set spending limits for various revolving funds that have been authorized pursuant to Section 8.1 of the Town Code: and to act fully thereon. By request of the Finance Director.

<u>Revolving Fund</u>	<u>FY 2020 Spending Limit</u>	<u>Disposition of FY19 Fund balance</u>
Golf Pro Shop and Restaurant Lease Revenue	\$250,000	Available for expenditure
Golf Infrastructure fund	\$140,000	Available for expenditure
Council on Aging	\$125,000	Available for expenditure
Cemetery	\$100,000	Available for expenditure
Community Center	\$100,000	Available for expenditure
Recreation	\$175,000	Available for expenditure
Albro House	\$10,000	Available for expenditure
ADA	\$2,500	Available for expenditure
Wetlands	\$6,000	Available for expenditure
Middle School Cultural Center	\$100,000	Available for expenditure
Sidewalks	\$50,000	Available for expenditure
Tax Title Collection	\$36,000	Available for expenditure
Pet Burial Ground	\$140,000	Available for expenditure

The Finance Committee Recommends:

..... ROLL CALL VOTE:

The Board of Selectmen Recommends:

..... ROLL CALL VOTE:

FUND PRIOR YEAR'S UNPAID BILLS

ARTICLE 38: To see if the Town will vote to raise and appropriate or transfer from available funds a sufficient sum of money to pay unpaid bills of prior years as provided for in M.G.L. Ch. 44, Section 64, and to act fully thereon. By request of the Finance Director. Estimated cost: \$7,595.83

	<u>Invoice/Debt</u>	<u>Description</u>	<u>Amount</u>	<u>Source</u>
1	Monomoy Regional High School	After Prom Planning Committee Contribution	\$2,500.00	General Funds for Recreation

2	Eastward Companies	Saquatucket Harbor Redevelopment Project Extra	\$ 942.87	Saquatucket Funds for Harbormaster
3	Tighe & Bond	Water Rate Study	\$1,500.00	Retained Earnings for Water
4	Tighe & Bond	Water Rate Study	\$2,250.00	Retained Earnings for Water
5	WB Mason	Selectmen's Office Ordinary Office Supplies	\$ 35.79	Free Cash
6	Motorola Solutions	Police Department Repairs - Portable	\$ 367.17	Free Cash
		Total:	\$7,595.83	

Explanation:

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

PRIVATE PETITIONS

DEFRAY THE EXPENSES OF THE CHASE LIBRARY AND HARWICH PORT LIBRARY

ARTICLE 39: To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$20,000 to help defray the expenses of the Chase Library and the Harwich Port Library; said funds to be expended under the direction of the Chase Library and Harwich Port Library Trustees, and to act fully thereon. By Petition. Estimated cost: \$20,000

Explanation: Chase Library and Harwich Port Library are free, publicly supported libraries. Town funds have been appropriated either through the general budget or by articles since 1911 (Chase) and 1926 (Harwich Port). These funds are essential for continued operation and for the customary State reimbursements.

The Finance Committee Recommends:

..... **ROLL CALL VOTE:**

The Board of Selectmen Recommends:

..... **ROLL CALL VOTE:**

PROMOTE THE TOWN OF HARWICH

ARTICLE 40: To see if the Town will vote to raise and appropriate and/or transfer from available funds a sufficient sum of money for the Harwich Chamber of Commerce to promote the Town and its businesses and cultural endeavors to advance economic development initiatives

for and with the Town of Harwich. Said monies to be used to manage and fulfill year-round visitor/resident/business information services, to promote and market the Town, to generate and initiate materials and activities that encourage the establishment, growth and sustainability of businesses in Harwich, and to implement economic development objectives and activities in partnership with the Town, and to act fully thereon. By Petition. Estimated cost: \$30,000

Explanation: For more than 60 years, Harwich Chamber of Commerce (HCC) has worked in the best interest of Harwich and for the people living in, working in and visiting the Town of Harwich. Since 1995, the citizens of Harwich, through the annual Town Meeting, have voted to fund warrant articles submitted by the Harwich Chamber of Commerce in support of its work promoting the community, providing needed informational services, and developing and advancing economic sustainability and development strategies. We are again requesting the Town's support for the Chamber's efforts in:

(a) providing year-round informational services to residents, visitors, second homeowners, and businesses (over 78,000 visits to our Information Center in 2018)

(b) Support of the Chamber's efforts, in partnership with the Town of Harwich, to develop and implement economic development initiatives to benefit the Town as defined by objectives in the Town's Local Comprehensive Plan, and marketing Harwich's Cultural Districts; the simultaneous designation of both Harwich Port and Harwich Center in 2019.

(c) Promoting the Town of Harwich and its brand: The Warm Side of the Cape, thereby continuing to grow the vitality and economy in the community.

*(a) **Year-Round Information Services:** Harwich's Information Center is open 52 weeks a year. Combining this valuable resource with the Chamber's internet/website portals, New explore boards located at Logan Airport, North and South Stations as well in many locations throughout Massachusetts, New England and Nationally and continued telephone and mail inquiries, Harwich Chamber annually provides more than 320,000 instances of contact with visitors, seasonal and year-round homeowners and residents, organizations and businesses. These connections offer the opportunity to market and promote the Town utilizing our new brand "The Warm Side of the Cape." By being available to meet the needs of our "customers" we are able to encourage patronage of our local amenities and businesses and to connect individuals and businesses with the appropriate Town offices and officials 12 months a year in a friendly, warm and upbeat fashion.*

*(b) **Promoting the Town of Harwich:** The Harwich Chamber continues to be the lead force in promoting the Town of Harwich. By utilizing a multi-faceted approach, HCC strives to position Harwich as a premier destination for local, regional, national and international individuals and families. The marketing strategies are aimed at encouraging residents, second homeowners (current and potential), and visitors to avail themselves of Harwich's recreational amenities, as well as for shopping, dining, vacations, day trips, events and festivals. The plan, which positions Harwich as a desired vacation destination and an outstanding place in which to live and work, includes:*

1. The 2019 Harwich Magazine will celebrate our history and our future as well as continue to share our Arts and Culture, the Town's primary comprehensive printed and online publication for attracting visitors to Harwich, and a year round resource for our residents, second homeowners and businesses.

2. The HCC website's robust content complements the Magazine and links to a wide range of Town resources.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Interim Town Administrator*

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, *Interim Town Administrator*

CC: Robert C. Lawton, Jr., Interim Assistant Town Administrator

RE: Update on legal issue with proposed photovoltaic solar array at Monomoy Regional High School, 75 Oak Street

DATE: July 20, 2020

I had a lengthy conversation with Attorney Matthew Feher from KP Law regarding the proposed solar array project at Monomoy Regional High School and the issue with the proposed lease as presented by CVEC.

The good news is that this issue can be resolved and before the end of the month of July to facilitate the financing process. However, there remains additional discussion and review with town counsel to create a solution satisfactory to all parties.

I am recommending that the Board of Selectmen make and approve the motion outlined below as offered by counsel. If the Board adopts this motion, it will allow me to finalize editing of any necessary legal documents in a timely manner, ensuring the parties' the opportunity to complete the financing process and updating the Board of final steps.

As such, I recommend that the Board adopt the following motion:

Motion: to authorize the Interim Town Administrator to execute, on the Town's behalf, the Recognition and Acknowledgement Agreement in substantially the same form as presented at this meeting, subject to further changes consistent therewith as determined by the Interim Town Administrator in consultation with legal counsel.

Attachment: *Recognition & Acknowledgement Agreement* dated July 8, 2020 as presented by CVEC.

RECOGNITION AND ACKNOWLEDGEMENT

THIS RECOGNITION AND ACKNOWLEDGEMENT (this “Acknowledgement”), dated as of July 9, 2020 is made by the Town of Harwich, a governmental entity established under the laws of the Commonwealth of Massachusetts (“Harwich”), the Monomoy Regional School District, a governmental entity established pursuant to M.G.L. Chapter 71 (the “School District”) and Oak Street Solar Project 2019, LLC, a Delaware limited liability company (the “Developer”, and together with Harwich and the School District, the “Parties”).

RECITALS

A. Together with Town of Chatham, a governmental entity established under the laws of the Commonwealth of Massachusetts, Harwich and the School District entered into that certain Lease Agreement dated as of July 1, 2012 (the “Harwich Lease”) pursuant to which Harwich leased to the School District the land and buildings at 75 Oak Street, Harwich, Massachusetts (the “Harwich Property”).

B. The School District has constructed additional buildings on the Harwich Property, including the “Building” (such term used herein as defined in the Rooftop Lease).

C. The School District and the Developer entered into that certain Lease Agreement dated as of December 3, 2019 (the “Rooftop Lease”), pursuant to which the School District leased to the Developer the “Premises”, including the “Rooftop Space” (each such term used herein as defined in the Rooftop Lease), such Premises being a portion of the Property, to design, procure, install, test, commission, own, operate, maintain, expand, and remove the “PV System” (such term used herein as defined in the Rooftop Lease) in accordance with the Rooftop Lease (the “Permitted Use”).

D. In connection with the Permitted Use, the School District granted to the Developer certain rights of (1) ingress, egress, and access to and from the Premises and the Rooftop Space, (2) access to the Building for purposes of installation, operation and maintenances of and access to interconnection facilities through which the PV System delivers electricity to the electricity distribution system, (3) access to sunlight at the Premises, and (4) use of certain areas of the Harwich Property as reasonable and necessary for construction laydown, vehicle parking, storage, and related uses in connection with the Permitted Use (collectively, the “Related Rights”).

E. Harwich, the School District, and the Developer desire to establish certain understandings and recognize certain rights and obligations in connection with the Rooftop Lease.

1. Estoppel and Acknowledgements of Harwich. Harwich states, affirms acknowledges and agrees with the Developer and the School District as to the following:

- a. Harwich is the sole fee record title owner of the Harwich Property, including the Premises, and there are no mortgages, deeds of trust,

judgments, liens or other similar encumbrances affecting the Harwich Property.

- b. Harwich has received a copy of the Rooftop Lease. A true and correct copy of the Rooftop Lease is attached hereto as Exhibit A.
- c. Harwich acknowledges that the School District is the lessee of the Harwich Property and that the references therein to the School District as the owner of the Harwich Property are incorrect. As lessee, the School District is in possession of and occupies the entire Harwich Property and, subject to the Harwich Lease, has the sole and exclusive possessory interest and occupancy of the Harwich Property.
- d. Harwich acknowledges that the School District has the right, as lessee of the Harwich Property under the Harwich Lease to sublease the Premises and grant the Related Rights to the Developer under the Rooftop Lease.
- e. Harwich consents to the Rooftop Lease as a sublease under the Harwich Lease and to the performance by the School District of its obligations thereunder, without asserting such consent is required.
- f. The Harwich Lease is in full force and effect, and has not been amended or modified in any respect, nor surrendered, cancelled, abandoned or otherwise terminated, in any respect that could adversely affect the Developer's right under the Rooftop Lease.
- g. There are no disputes or proceedings, pending or threatened, between Harwich and the School District in connection with the Harwich Property.
- h. This Acknowledgement is a legal, valid and binding obligation of Harwich.

2. Estoppel and Acknowledgements of the School District. The School District states, affirms, acknowledges and agrees with Harwich and the Developer as follows:

- a. The Rooftop Lease mistakenly states that the School District is the owner of the Harwich Property, and acknowledges that the real property rights granted under Rooftop Lease are a sublease of the School District's lease rights in the Premises.
- b. References in the Rooftop Lease to and the exercise by the Developer of the leasehold rights of the Developer thereunder shall be deemed to be references to and the exercise of sublease rights as the sublessee of the School District; provided that such rights shall in other respects be as provided in the Rooftop Lease, and the Rooftop Lease is and shall remain in full force and effect in accordance with its terms, except as modified hereby.

- c. The Rooftop Lease is in full force and effect, has not been amended or modified in any respect, nor surrendered, cancelled, abandoned or otherwise terminated, and no material term thereof has been waived.
- d. There are no disputes or proceedings, pending or threatened, between the School District and the Developer in connection with the Rooftop Lease and, the School District has no knowledge of any basis for any such dispute or proceeding.
- e. The School District is in possession of and occupies the entire Harwich Property and, subject to the Harwich Lease and the Rooftop Lease, has the sole and exclusive possessory interest in the Harwich Property, and has not leased, subleased, licensed, sold or otherwise transferred any interest in all or any part of the Harwich Property that could affect the Developer's interest in the Premises its exercise of the Permitted Use or the Related Rights.
- f. There is no breach, unsatisfied condition or default by the School District or the Developer under the Rooftop Lease that is continuing, and there is no event or circumstance that constitutes, or with the giving of notice or the passage of time or both, would constitute, a default under the Rooftop Lease. All amounts due from the Developer thereunder have been paid.
- g. This Acknowledgement is a legal, valid and binding obligation of the School District.

3. Rights to System. Harwich acknowledges and agrees that all rights in and to the PV System and the incentives, products and services related or attributable thereto belong to and shall remain with the Developer, that the Developer is the legal and beneficial owner of the PV System. The preceding sentence shall be effective whether or not the PV System or any portion thereof is affixed to the Property or the Premises, or any building, improvement or structure located thereon, and notwithstanding the manner of attachment. Harwich acknowledges that the PV System is not, and in no event shall be, a fixture to the Property, and Harwich may not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the PV System. Harwich expressly waives any statutory or common law lien, if any, in and to the PV System or the Rooftop Lease to which Harwich otherwise may be entitled.

4. Mortgages on the Premises. Prior to causing or allowing a mortgage, deed of trust or other security instrument or encumbrance to be placed on the Property or any portion thereof, Harwich shall procure a subordination and non-disturbance agreement, in favor of the Developer and in form and substance reasonably acceptable to the Developer, executed and delivered by Harwich and the holder of each such mortgage, deed of trust or security instrument.

5. Conveyance of the Property. Harwich agrees that any sale, assignment, grant, conveyance or other transfer of the Property or the Premises, or any portion thereof, or any interest therein, shall be made expressly subject to the Developer's rights under the Rooftop Lease. The School District agrees that any sale, assignment, grant, conveyance or other transfer

of the School District's rights or interest in the Harwich Lease, or any portion thereof, shall be made expressly subject to the Developer's rights under the Rooftop Lease.

6. Lessee Possession. If the Harwich Lease expires or is otherwise terminated, and Harwich (or its designee) takes possession of the Property or sells, leases, or otherwise disposes of the Property, then Harwich shall not and shall ensure that any person or entity that acquires or has the right to possess or occupy any portion of the Property shall not terminate or disturb the Developer's right to use, occupy and possess the Premises, nor any of the Related Rights in accordance with the Rooftop Lease, for so long as the Rooftop Lease is not terminated by reason of a default by the Developer Lessee as provided in the Rooftop Lease. Upon request by the Developer, Harwich shall and shall ensure that person that obtains from Harwich (or its successor or assign) a fee interest, right or possession, or leasehold interest in the Property shall enter into a new lease with the Developer granting the Developer a leasehold or subleasehold, as applicable, interest in the Premises on substantially the same terms and conditions as in the Rooftop Lease.

7. Further Assurances. The Parties shall execute and deliver such further documents as are reasonable necessary to effect the intent of this Acknowledgement, including without limitation, that at the request of the Developer, the School District shall execute an amendment to the Notice of Lease previously filed in respect of the Rooftop Lease dated June 17, 2020 to reflect that the School District of the lessee of the Harwich Property.

8. Third-Party Reliance. The parties intend and specifically agree that any lender or investor in the Developer or the PV System may rely on this Acknowledgement as though such person or entity were the intended beneficiary hereof.

9. Amendments. No provision of this Acknowledgement may be amended, modified or waived except by written agreement duly executed by each of the Parties.

10. Counterparts. This Acknowledgement may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one agreement. PDF signatures shall be deemed original.

11. Severability. If any term or provision of this Acknowledgement shall be held invalid or unenforceable, the remainder of this Acknowledgement shall not be affected.

12. Headings. The section headings used in this Acknowledgement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

13. Successors and Assigns. This Acknowledgement shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns.

14. Governing Law. This Acknowledgement, and any instrument or agreement required hereunder (to the extent not otherwise expressly provided for therein), shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned has caused this Recognition and Acknowledgement to be executed as of the day and year first written above.

Town of Harwich

By: _____
Name: _____
Title: _____

Monomoy Regional School District

By: _____
Name: _____
Title: _____

Oak Street Solar Project 2019, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Rooftop Lease

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



Christopher Clark, *Town Administrator*

732 MAIN STREET, HARWICH, MA 02645

April 16, 2019

Mr. Joseph F. Powers

Dear Mr. Powers:

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

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

- Pursuant to the Town Charter the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on April 22, 2019. Successful confirmation will be needed to finalize appointment.
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed.
- Your employment is contingent upon a successful background and C.O.R.I. check.
- Your probation period is six months from the date of employment

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

Your position title will be Assistant Town Administrator and your starting date is May 20, 2019. Your starting salary will be \$102,041 (Grade M-7, Step 6). On July 1, 2019 this salary will be adjusted to \$109,351 (Grade M-7 step 6). You will be eligible for a step increase on or before July 1, 2020 after a positive evaluation.

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

Sincerely,

Christopher Clark
Town Administrator

Joseph F. Powers

April 17, 2019
Date

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

**Town
Administrator's
Report**

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 J.C. Madigan, Inc., with an address of 450 Old Union Turnpike, Lancaster, MA 01523, hereinafter referred to as "Contractor", effective as of the 8 day of July, 2020. 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 Installation of Stainless Steel Easterner Dump Body, 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 commencing July 8, 2020 through September 8, 2020.

ARTICLE 3: COMPENSATION:


The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of Sixteen Thousand Eight Hundred Seventy Five and xx/100 dollars (\$16,875). 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. *W* Contract for Goods and Services By and Between Metropolitan Area Planning Council and J.C. Madigan, Inc., dated September 30, 2018.
- In the event of conflicting provisions, those provisions most favorable to the Town shall

govern.


7-16-20

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.

General Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability:	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
------------------	----------------------------

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, Timothy Madigan, 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 employees and contractors, and withholding and remitting child support.


04-2733053
Social Security Number or
Federal Identification Number

J.C. Madigan, Inc.
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
By



Timothy Madigan, President

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

Approved as to Availability of Funds:

Carl Coppola (\$16,875.00)
Finance Director Contract Sum

by its Town Administrator Under \$50,000

Interim 

Interim Town Administrator



MADIG-1

OP ID: AP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2020

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 Dennis F. Murphy - Harvard PO Box 190 276 Ayer Road Harvard, MA 01451 Dennis F. Murphy III 978-772-0070	CONTACT NAME: Dennis F. Murphy III x5140
	PHONE (A/C, No, Ext): 978-772-0070 FAX (A/C, No): 978-772-2920 E-MAIL ADDRESS:
INSURED J.C. Madigan Inc. Mark Stachowicz 450 Old Union Tpke Lancaster, MA 01823	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Acadia Insurance Co. 31325
	INSURER B: AIM Mutual Insurance Company 33758
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CPA5153683	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	<input checked="" type="checkbox"/> Dealers Phys Dam		MGA1301211	05/01/2020	05/01/2021	MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MAA5154426	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0		CUA1301212	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WMZ80080023632020A	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input type="checkbox"/> Auto Liability		MAA5206461	05/01/2020	05/01/2021	CSL \$ 1,000,000

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

Truck bodies and parts, sale & service
July 2020 contract for the installation of an Easterner Dump body

CERTIFICATE HOLDER

HARWI-1

Town of Harwich
273 Queen Anne Road
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

Dennis F. Murphy

NOTEPAD:

HOLDER CODE HARWI-1
INSURED'S NAME J.C. Madigan Inc.

MADIG-1
OP ID: AP

PAGE 2
Date 07/08/2020

Town of Harwich is listed as additional insured with respect to general liability per form CLCG0492 10/208

CONTRACT FOR GOODS AND SERVICES

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

J.C MADIGAN, INC

This AGREEMENT, dated 9-30-18, is made and entered into by and between the Metropolitan Area Planning Council ["MAPC"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, acting as the collective purchasing agent for the Greater Boston Police Council, Inc. ["GBPC"] and its Members ["Buyers"] pursuant to Chapter 7, Section 22B of the Massachusetts General Laws and without liability to MAPC, AND J.C MADIGAN, INC ["Vendor"], with its principal office at Vendor's Address.

Witnesseth that the parties AGREE as follows:

Article I



General Description of the Work

1. Pursuant to the Terms and Conditions of this AGREEMENT, including any Additional and Special Terms and Conditions listed in Exhibit C, the Request for Proposals ["RFP"] - RFP No. GBPC 2019 V Aftermarket Equipment - Supplied and Installed attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit E, MAPC hereby engages the Vendor to provide the following goods and/or services to the Buyers: Aftermarket Equipment.

Article II

Services of the Vendor

2. The Vendor will provide the goods and/or services as described in the RFP cited in Article 1 (above).
3. The Vendor shall report, and be responsible, to MAPC or its designee as set forth on Exhibit A.
4. There shall be no amendment to this AGREEMENT without the written approval of MAPC. MAPC shall be under no obligation to pay for any goods provided or services performed by the Vendor.
5. The Vendor represents and warrants to MAPC as follows:
 1. That it and all its personnel (whether employees, agents or Independent Vendors) are qualified and duly licensed as required by law and/or local municipal code to provide services and/or goods required by this AGREEMENT.

- ii. That it further agrees to perform services, including manufacturing, in a professional manner adhering to a reasonable standard of care and in accordance with all applicable State or Federal laws, rules and regulations.
- iii. That it will obtain any and all permits, bonds, insurances and other items required for the proper and legal performance of the work.
- iv. That it is not a party to any AGREEMENT, contract or understanding, which would in any way restrict or prohibit it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this AGREEMENT.

Article III

Performance of the Vendor

6. In the performance of service under this AGREEMENT, the Vendor acts at all times as an independent contractor. There is no relationship of employment or agency between MAPC, on the one hand, and the Vendor on the other, and neither party shall have nor exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this AGREEMENT which the parties view as consistent with their independent Vendor relationship.
7. The Vendor agrees to be responsible for and warrantee the work of its subcontractors listed in Exhibit D and to ensure their compliance with all legal, quality and performance requirements of the Request for Proposals ["RFP"] - RFP No. attached in Exhibit B; and the Vendor's Price Proposal and Technical Proposal attached in Exhibit F. The Vendor may not use subcontractors not named in Exhibit D without the prior written consent of MAPC, which will not unreasonably be withheld.

Article IV

Time of Performance

8. Time shall be of the essence in relation to Vendor's performance under this AGREEMENT. Vendor shall complete performance as promised in its quote that accompanies the Buyer's purchase order or other document confirming its authorization to the Vendor to proceed. Reasonable extensions shall be granted by the Buyer at the written request of the Vendor, provided the justifying circumstances are documented by and are beyond the reasonable control of Vendor and without fault of Vendor. In the event of such an extension, all other terms and conditions of this AGREEMENT, except the dates of commencement and completion of performance, shall remain in full force and effect between the parties unless modified in writing.
9. In the absence of such an extension, liquidated damages shall be due the Buyer in the amount of 0.1% (one-tenth of one percent) of the face value of the Vendor's quoted or modified purchase price for each day performance exceeds the promised date(s). Such liquidated damages may be acknowledged in Vendor's final invoice or taken by Buyer as a deduction to such final invoice.
10. Any dispute in the amount of liquidated damages shall be submitted to arbitration by either Buyer or Vendor through the American Arbitration Association within 10 (ten) business days of written notice given by the party declaring impasse. Vendor and Buyer agree to fully comply with the arbitrator's decision within a reasonable time.

Article V

Revisions in the Work to Be Performed

11. If during the Vendor's Time of Performance, Buyer requires revisions or other changes to be made in the scope or character of the work to be performed, Buyer will promptly notify Vendor in writing. For any changes to the scope of work, Vendor shall provide Buyer with a written quote of change in price and/or change in time of performance and shall proceed with such changes only upon written consent of Buyer, which shall be construed as a modification to Buyer's original purchase order.
12. Buyer will neither unreasonably request revisions nor unreasonably withhold final acceptance of delivered products.

Article VI

Term of Agreement

13. The term of this AGREEMENT shall commence upon execution and will continue until September 30, 2019, or until otherwise terminated as provided by this AGREEMENT or the RFP.
14. MAPC reserves the right at its sole discretion to extend the contract for up to two (2) additional one-year terms ending September 30, 2020 and September 30, 2021 respectively.
15. In the event new contracts have not been procured and awarded before the end of a second contract extension, MAPC reserves the right at its sole discretion to extend the contract for an additional period of time until new contracts have been procured and awarded. However, in no instance shall any contract term, including extensions, exceed three (3) years in total.
16. The Vendor agrees to perform promptly upon execution of this AGREEMENT and will diligently and faithfully perform in accordance with the provisions hereof.

Article VII

Orders, Fees, Invoices, and Payments

17. Orders, fees, invoices, and payment shall be processed and paid as specified in Section 10-Terms & Conditions of the RFP.
 - i. The parties agree that MAPC will only process invoicing for items or services specifically priced within the Vendor's Price Proposal as submitted to MAPC. MAPC will reject any price quotes or invoices that include any items or services that are not specifically priced in the Price Proposal. In such instance, MAPC may require the Vendor to submit a corrected quote or invoice, or to clearly identify those items not included in the MAPC contract, to be labeled as "not on MAPC contract".

Article VIII

Assignment

18. Neither party shall assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party. Any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.

Article IX

Indemnification

19. The Vendor agrees to indemnify and save MAPC, GBPC, and the Buyers harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by the Vendor (including all its employees or agents) in performing under this AGREEMENT, or any breach of the terms of this AGREEMENT, which constitute an obligation of the Vendor. The Vendor shall reimburse MAPC, GBPC, and the Buyers for any and all costs, damages, and expenses including reasonable attorney's fees which MAPC, GBPC, and the Buyers pays, or becomes obligated to pay, by reason of such activities or breach. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of MAPC, GBPC, and the Buyers expressed or not expressed in the RFP and with respect to this AGREEMENT.

Article X

Insurance

20. Before performing under this AGREEMENT, the Vendor shall obtain, and shall maintain throughout the term of this AGREEMENT, insurance at limits specified in the RFP and provide written documentation of such in the form specified in the RFP.
21. The Vendor shall give MAPC 20 days (twenty) written notice and copies of documentation in the event of any change or cancellation of coverage.

Article XI

Termination of Agreement

22. Either MAPC or the Vendor may terminate this AGREEMENT for cause upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and satisfactory manner.
23. MAPC shall have the right to terminate this AGREEMENT for its convenience upon fourteen (14) calendar days of written notice.
24. Following termination of this AGREEMENT, the parties shall be relieved of all further obligations hereunder except that:
25. MAPC shall not be liable for payments for the services and/or expenses or lost profits of the Vendor in the event of termination.

26. The Vendor shall remain liable for any damages, expenses or liabilities arising under this AGREEMENT (including its indemnity obligations) with respect to work performed pursuant to the AGREEMENT.

Article XII

Entirety of Agreement

27. This AGREEMENT, together with its Exhibits, the RFP referenced above and its Addenda, the required supplemental documents and any additional exhibits, constitute the entire AGREEMENT between MAPC and the Vendor with respect to the matters set forth therein and may not be changed (amended, modified or terms waived) except by a writing signed by both parties. Any notices required or allowed shall be sent by receipt-verified mail, email, fax or courier to the persons designated in Exhibit A.
28. The provisions of the RFP and the Vendor's Proposal are incorporated herein by reference. In the event of any conflict among the Contract Documents, the documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the RFP (if any)
Fourth Priority:	RFP
Fifth Priority:	Vendor's Proposal

Article XIII

Severability

29. In the event any provision of this AGREEMENT is found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the AGREEMENT shall remain and continue in full force and effect.

Article XIV

Governing Law and Jurisdiction

30. This AGREEMENT shall be governed by, construed and enforced in accordance with laws of the Commonwealth of Massachusetts. MAPC, Vendors, and Buyers agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this AGREEMENT.

Article XV

Notice

31. Except as otherwise expressly provided in this AGREEMENT, any decision or action by MAPC relating to this AGREEMENT, its operation, or termination, shall be made only by MAPC or its designated representative identified in Exhibit A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers on the date written below.

For MAPC by or on behalf of the Greater Boston Police Council and its Members:

x  _____

Signature

Marc Draisen _____

Name

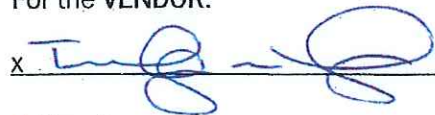
Executive Director _____

Title

10/11/18 _____

Date

For the VENDOR:

x  _____

* Signature

SEPTEMBER 26, 2018 _____

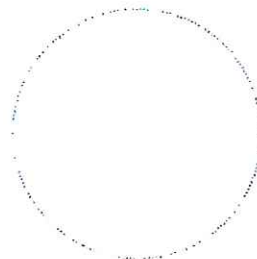
* Date

TIMOTHY M MADIGAN _____

* Name

PRESIDENT _____

* Title



* Affix Corporate Seal (or mark "n/a")

EXHIBIT A

Notice Addressees

For MAPC:

Marc Draisen

Name

Executive Director

Title

MAPC

Organization

60 Temple Place

Street Address

Boston, MA 02111

City, State, ZIP

617.933.0700

Phone

617.482.7185

Fax

mdraisen@mapc.org

email

For the VENDOR:

TIMOTHY M MADIGAN

* Name

PRESIDENT

* Title

JC MADIGAN, INC

Organization

450 Old Union Turnpike

* Street Address

Lancaster, Ma 01523

* Street Address

978.847.2900

* Phone

978.847.0068

* Fax

tmadigan@jcmadigan.com

* email

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF HARWICH, MASSACHUSETTS
AND GHD
FOR SEWER MODELING**

THIS AGREEMENT made this 16th day of July, 2020 between GHD, with a usual place of business at 1545 Iyannough Road, Hyannis, MA 02601, hereinafter called the "ENGINEER," and the Town of Harwich, MA, acting by its Board of Selectmen, with a usual place of business at Harwich Town Hall, 732 Main Street, Harwich, MA 02645, hereinafter called the "TOWN".

The ENGINEER and the TOWN, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The ENGINEER shall perform the work set forth in the Scope of Services attached hereto as Exhibit A.

2. Contract Price

The TOWN shall pay the ENGINEER for services rendered in the performance of this Agreement a lump sum of \$15,000, subject to any additions and deductions provided for herein at the hourly rates set forth in Exhibit B. The amount to be paid to the ENGINEER shall not exceed \$15,000 without the prior written consent of the TOWN.

3. Commencement and Completion of Work

A. This Agreement shall commence on July 16, 2020 and shall expire on September 29, 2020, unless terminated sooner in accordance with this Agreement.

B. Progress and Completion: ENGINEER shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure completion in a timely manner.

4. Performance of the Work

The ENGINEER shall supervise and direct the Work, using his best skills and attention, which shall not be less than such state of skill and attention generally rendered by the engineering/design profession for projects similar to the Project in scope, difficulty and location.

A. Responsibility for the Work:

- (1) The ENGINEER shall be responsible to the TOWN for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the ENGINEER. Consistent with the standard of care referenced above, the ENGINEER shall be responsible for the professional and technical accuracy for all work or services furnished by him or his consultants and subcontractors. The ENGINEER shall perform his work under this Agreement in such a competent and professional manner that detail checking and reviewing by the TOWN shall not be necessary.
- (2) The ENGINEER shall not employ additional consultants, nor sublet, assign or transfer any part of his services or obligations under this Agreement without the prior approval and written consent of the TOWN. Such written consent shall not in any way relieve the ENGINEER from his responsibility for the professional and technical accuracy for the work or services furnished under this Agreement.
- (3) All consultants must be registered and licensed in their respective disciplines if registration and licensure are required under the applicable provisions of Massachusetts law.
- (4) The ENGINEER and all consultants and subcontractors shall conform their work and services to any guidelines, standards and regulations of any governmental authority applicable to the type of work or services covered by this Agreement.
- (5) The ENGINEER shall not be relieved from its obligations to perform the work in accordance with the requirements of this Agreement either by the activities or duties of the TOWN in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the ENGINEER.
- (6) Neither the TOWN's review, approval or acceptance of, nor payment for any of the work or services performed shall be construed to operate as a waiver of any rights under the Agreement or any cause of action arising out of the performance of the Agreement.

B. Deliverables, Ownership of Documents: One (1) reproducible copy of all drawings, plans, specifications and other documents prepared by the ENGINEER shall become the property of the TOWN upon payment in full therefor to the ENGINEER. Ownership of stamped drawings and specifications shall not include the ENGINEER's certification or stamp. Any re-use of such documents without the ENGINEER's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the ENGINEER or

to the ENGINEER's independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as an act in derogation of the ENGINEER's rights under this Agreement.

- C. Compliance With Laws: In the performance of the Work, the ENGINEER shall comply with all applicable federal, state and local laws and regulations, including those relating to workplace and employee safety.

5. Site Information Not Guaranteed; Contractor's Investigation

The TOWN shall furnish to the ENGINEER available surveys, data and documents relating to the area which is the subject of the Scope of Work. All such information, including that relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of the ENGINEER and is not guaranteed. It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures will be the same as those indicated in the information furnished, and the ENGINEER must reasonably satisfy himself as to the correctness of such information. If, in the opinion of the ENGINEER, such information is inadequate, the ENGINEER may request the TOWN's approval to verify such information through the use of consultants or additional exploration. In no case shall the ENGINEER commence such work without the TOWN's prior written consent. Such work shall be compensated as agreed upon by TOWN and ENGINEER.

6. Payments to the Contractor

- A. Cost incurred on this project shall be billed monthly on an lump sum basis as outlined in the attached Scope of Services. Payment shall be due 30 days after receipt of an invoice by the TOWN.
- B. If there is a material change in the scope of work, the TOWN and the ENGINEER shall mutually agree to an adjustment in the Contract Price.
- C. If the TOWN authorizes the ENGINEER to perform additional services, the ENGINEER shall be compensated in an amount mutually agreed upon, in advance, in writing. Except in the case of an emergency, the ENGINEER shall not perform any additional services until such compensation has been so established.

7. Reimbursement

Except as otherwise included in the Contract Price or otherwise provided for under this Agreement, the ENGINEER shall be reimbursed by the TOWN: (a) at 1.0 times the actual cost to the ENGINEER of consultants retained to obtain information pursuant to Article 5 hereof or otherwise. No such reimbursement shall be made unless the rates of compensation have been approved, in advance, by the TOWN; or (b) at 1.0 times the actual cost of additional or specially authorized expense items, as approved by the TOWN.

8. Final Payment, Effect

The acceptance of final payment by the ENGINEER shall constitute a waiver of all payment-related claims by the ENGINEER arising under the Agreement.

9. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

10. Indemnification

- A. General Liability: The ENGINEER shall indemnify and hold harmless the TOWN, to the proportionate extent of its liability, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent directly related to the performance of this Agreement and to the extent the same relate to matters of general commercial liability, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent or wrongful acts or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.
- B. Professional Liability: The ENGINEER shall indemnify and hold harmless the TOWN, to the proportionate extent of its liability, from and against claims, damages, losses, and expenses, including reasonable attorney's fees, directly related to the performance of this Agreement and to the extent the same relate to the professional competence of the ENGINEER's services, when such claims, damages, losses, and expenses are caused, in whole or in part, by the negligent acts, negligent errors or omissions of the ENGINEER or his employees, agents, subcontractors or representatives.

Limitation of Liability: Notwithstanding anything to the contrary in this Agreement, neither party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

11. Insurance

- A. The ENGINEER shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts directly related to the performance of this Agreement in a minimum amount of \$1,000,000.00.
- B. The coverage shall be in force from the time of the agreement to the date when all construction work for the Project is completed and accepted by the TOWN. If,

however, the policy is a claims made policy, it shall remain in force for a period of three (3) years after completion.

Since this insurance is normally written on a year-to-year basis, the ENGINEER shall notify the TOWN should coverage become unavailable.

- C. The ENGINEER shall, before commencing performance of this Agreement, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with M.G.L. c.152, as amended, to all its employees and shall continue such insurance in full force and effect during the term of the Agreement.
- D. The ENGINEER shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until the final fee payment is made or all data are turned over to the TOWN.
- E. The ENGINEER shall also maintain public liability insurance, including property damage, bodily injury or death, and personal injury and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property.
- F. Evidence of insurance coverage and any and all renewals substantiating that required insurance coverage is in effect shall be filed with the Agreement. Any cancellation of insurance, whether by the insurers or by the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the TOWN at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
- G. Upon request of the ENGINEER, the TOWN reserves the right to modify any conditions of this Article.
- H. Liability is limited to the proceeds of the applicable insurance policies taken out by ENGINEER under this Agreement, but not to exceed the minimum amounts of those policies specified in this Agreement.

12. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

13. Termination

- A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

- B. The TOWN shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the ENGINEER. In the event that the Agreement is terminated pursuant to this subparagraph, the ENGINEER shall be reimbursed in accordance with the Agreement for all work performed up to the termination date.

14. Miscellaneous

- A. Assignment: The ENGINEER shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the TOWN.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the TOWN by its authorized representative who, however, incurs no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

ENGINEER:

TOWN OF HARWICH:

By: Marc Drainville

By: Joseph F. Powers

Name: Marc Drainville, P.E.

Name: Joseph F. Powers

Title: Vice President

Title: Interim Town Administrator

519856/KOPE/0003

Approved as to the Availability of Funds:

Carl Copp (\$ 15,000.⁰⁰)
Finance Director Contract Sum

This is **EXHIBIT A**, consisting of three pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 2020.

Engineer's Services

Engineer shall provide Basic Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Specific Project Data

Title: SEWER MODELING OF TOWN OF HARWICH - PHASE 3 OPTIONS

Description: To develop a SewerCAD model for the proposed options for the areas of expansion as listed below.

- Tasks 1.1 through 1.6 - Preparation of a proposed sewer model, showing extents of proposed gravity mains, low pressure mains, and pump stations for the areas provided by the OWNER, identified in Exhibit C that include:

The following scope of services identifies the tasks as part of this agreement:

Task 1.1. Kick Off Meeting. Meet with the OWNER and discuss the schedule, goals, milestones and deliverables of the project. Specific modeling related items that will be discussed at the kick off meeting will include location of proposed pump stations, design requirements, and development of order-of-magnitude costs for new sewers.

Submittals include: Meeting Minutes.

Task 1.2. Flow Development. Develop a "per parcel" flow based on water use data provided by the OWNER. GHD will utilize up to the past three years of water use information to develop "per parcel" flows. Flow anomalies will be reviewed on a parcel by parcel basis. Actual water use will be used to develop flows per parcel for build out conditions for applicable residential, commercial and industrial flow.

Task 1.3. Model Development. Develop a sewer model for the proposed sewer areas in Exhibit C using the pump station and design information developed in Task 1.1 along with water use data from Task 1.2. Modeling software used will be SewerCAD by Bentley.

Model will focus on maximizing gravity sewers where feasible to a depth of no more than 20-feet below grade. Pump stations sites will identify the type of station that may be used at each site based on design parameters including either submersible, suction lift or wet pit / dry pit style stations. Pipe sizing, slope, and system design will follow the guidelines of TR-16.

Task 1.4. Workshop. Prepare for and attend a project workshop with the OWNER. Purpose of the workshop will be to perform model runs with the OWNER present and discuss findings. Allow up to 4 hours for this workshop that will be held at the Hyannis Office of GHD.

Task 1.5. Draft Memorandum. Prepare a draft memorandum of findings based on feedback from Task 1.4. Memorandum to include:

- Summary of Design Criteria
- Figure of proposed sewer layout showing limits of gravity mains, low pressure mains and pump station sites. Manholes to be color coded based on depths of sewers.

- Quantities of gravity and low pressure sewers based on linear foot.
- Order of magnitude construction costs based on recently bid sewer projects.

Submittals include: Draft Memorandum.

Task 1.6. Final Memorandum. Prepare a final memorandum of findings based on feedback from Task 1.5. Memorandum to include:

- Summary of Design Criteria
- Figure of proposed sewer layout showing limits of gravity mains, low pressure mains and pump station sites. Manholes to be color coded based on depths of sewers.
- Quantities of gravity and low pressure sewers based on linear foot.
- Order of magnitude construction costs based on recently bid sewer projects.

Submittals include: Final Memorandum and SewerCAD Model.

PART 2 - OWNER RESPONSIBILITIES

A2.01 Services Required by OWNER

- A. **Water Flows:** Owner to provide water use data for parcels within the sewer modeling areas. Data to be provided on a "per parcel" basis with quantity of water use per parcel and parcel identifier in Excel format.
- B. **Design Criteria:** Owner shall provide the preferred maximum depth of sewer installation. Other applicable design criteria identified in TR-16 shall be considered for the model development including minimum pipe sizes, slopes and minimum cover requirements.
- C. **Comments:** Owner shall provide comments on submittals within five (5) days of receipt.

PART 3 - OUT OF SCOPE WORK

A3.01 The following is considered out of scope work:

- A. Conceptual, preliminary or final design for sewers within any of the study areas.

PART 4 – PAYMENTS TO ENGINEER FOR SERVICES

OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A as follows:

- A. OWNER shall pay ENGINEER a Lump Sum or fee of Fifteen Thousand Dollars (15,000.00) for this agreement.
- B. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.
- C. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.
- D. ENGINEER shall submit invoices on a monthly basis.

AP

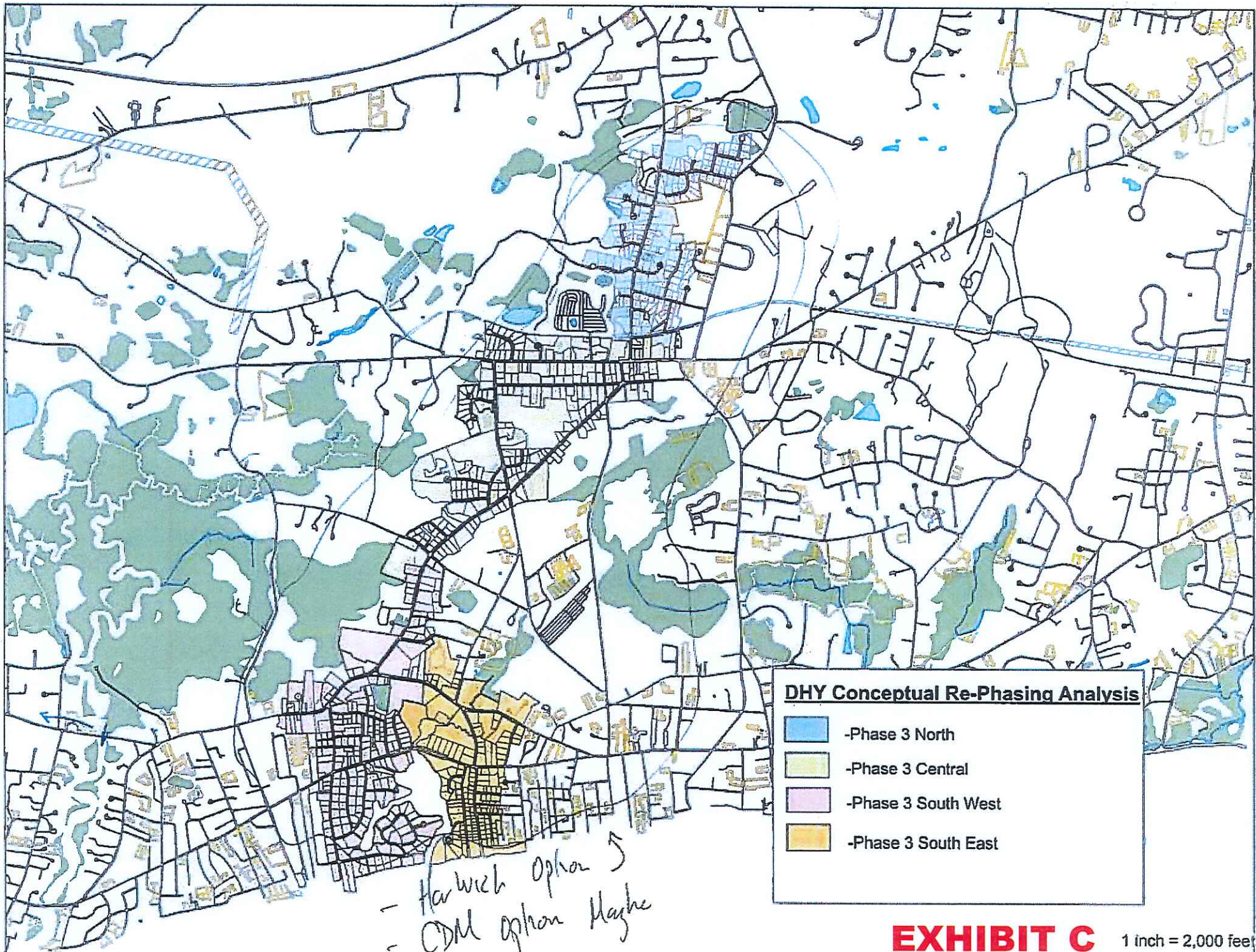
PART 5 - PERIOD OF SERVICE

scope of services

The ~~compensation amount~~ stipulated above for all project tasks is to be completed within 75 calendar days of authorization.

Exhibit B
SEWER MODELING - PHASE 3 NORTH, CENTRAL, SOUTH WEST, SOUTH EAST AREAS
Town of Harwich, Massachusetts

	Project Director Marc Drainville, P.E., BCEE	Project Manager Russell Kleekamp	Project Engineer Anastasia Rudenko, P.E.	GIS Specialist Jim O'Brien	Admin	Total Hours	GHD Labor Cost	GHD Expenses/Outside Tech Services	GHD Total
1.1 Kickoff Meeting	2	2	4	0	1	9	\$1,512	\$0	\$1,512
1.2 Flow Development	0	1	13	12	0	26	\$4,000	\$0	\$4,000
1.3 Model Development	0	1	20	12	0	33	\$4,980	\$0	\$4,980
1.4 Workshop	0	4	4	0	0	8	\$1,360	\$28	\$1,388
1.5 Draft Memorandum of Findings	1	1	8	0	2	12	\$1,689	\$0	\$1,689
1.6 Final Memorandum of Findings	1	1	6	0	2	10	\$1,409	\$23	\$1,432
TOTAL	4	10	55	24	5	98	\$14,950	\$50	\$15,000



DHY Conceptual Re-Phasing Analysis

-  -Phase 3 North
-  -Phase 3 Central
-  -Phase 3 South West
-  -Phase 3 South East

- Harwich option 5
- ODM option 4/2/1e

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039



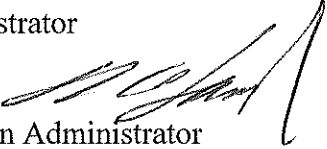
Robert C. Lawton, Jr.

Interim Assistant Town Administrator

732 MAIN STREET, HARWICH
02645

MEMO

TO: Joseph Powers
Interim Town Administrator

FROM: Robert C. Lawton, Jr. 
Interim Assistant Town Administrator

RE: TriTech Software Agreement - Police

DATE: July 14, 2020

I have reviewed the TriTech software renewal contract and have spoken to Katie Varley, Assistant to the Chief of Police, regarding the renewal.

Under Chapter 30B section 7 I believe that this is a sole source procurement and a review was made of other options and there are none at this time. Procurement law allows for continuing software maintenance contracts.

I would recommend that you sign this contract.

RCL

July 9, 2020

Harwich Police
183 Sisson Rd.
Harwich, MA 02645

Renewal of TriTech Software Support Agreement

This letter is an important notice to renew your Software Support Agreement for your TriTech System, per your Support Agreement dated September 5, 2019 which expired June 30, 2020. The renewal of the Software Support Agreement will allow you to continue to take advantage of the software support and maintenance services provided and allow you to receive upgrades to your System.

Please complete and sign this Support Renewal Agreement and return it along with your payment to assure uninterrupted software support and maintenance services coverage. Action on this Support Renewal Agreement is time sensitive; services to support your system will not be provided if you have not paid your Support Renewal Fee by July 31, 2020.

TriTech Software Support Agreement Amendment

Client agrees to renew its Software Support Agreement, the terms of which are incorporated by reference herein as though set forth in full, and according to the terms and conditions included herein. Except as modified herein, all other terms and conditions of the Software Support Agreement shall remain in full force and effect. With respect to the content herein, in the event of any conflict between this Software Support Renewal Agreement Amendment and the Software Support Agreement, the terms of this Software Support Renewal Agreement Amendment shall control. **This Renewal of Software Support Agreement** Amendment and applicable support fees must be signed, paid and returned by July 31, 2020 to avoid any interruptions in the software support and maintenance services provided by TriTech.

The Support Renewal Agreement for TriTech Support Services is based upon the attached Invoice (#279209).

HARWICH POLICE, MA

Signature: _____

Printed Name: _____

Title: _____

Date: _____

JFP
Joseph F. Powers
Interim Town Administrator
7/10/2020

TRITECH SOFTWARE SYSTEMS

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DocuSigned by:
David Gai
AE461C20244446B...

David Gai

Chief Customer Officer

7/10/2020



Tritech Software Systems, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Harwich Police Department
 183 Sisson Road
 Harwich MA 02645
 United States

Ship To
 Harwich Police Department
 183 Sisson Road
 Harwich MA 02645
 United States

Invoice

Invoice No	Date	Page
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
13404	Harwich Police, MA		USD	Net 30	7/1/2020

	Description	Units	Rate	Extended
1	Fingerprint Interface Annual Maintenance Fee - Annual Maintenance Fee Fingerprint Interface Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,105.00	\$1,105.00
2	Law Imaging and Photo Lineup Annual Maintenance Fee - Annual Maintenance Fee Imaging Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,140.00	\$1,140.00
3	Law Records Forms Package Annual Maintenance Fee - Annual Maintenance Fee Doc Forms/Word Interface Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$345.00	\$345.00
4	Cross Agency Site Data Share Annual Maintenance Fee - Annual Maintenance Fee Cross Agency Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$690.00	\$690.00
5	Google Mobile Client Annual Maintenance Fee - Annual Maintenance Fee AVL or Google Mobile clients. 1 Maintenance: Start:7/1/2020, End: 6/30/2021	9	\$57.22	\$515.00
6	Mapping - Google Based Annual Maintenance Fee - Annual Maintenance Fee Mapping Google Based Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$580.00	\$580.00
7	ODBC Data Dictionary Files (DDF's) Annual Maintenance Fee - Annual Maintenance Fee DDF Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$230.00	\$230.00
8	Pervasive License Annual Maintenance Fee - Annual Maintenance Fee Pervasive Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$948.75	\$948.75



Invoice

Invoice No	Date	Page
279209	6/1/2020	2 of 3

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13404	Harwich Police, MA		USD	Net 30	7/1/2020

	Description	Units	Rate	Extended
9	Admin Clients (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Admin (Pop. Based) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$690.00	\$690.00
10	Detective Client (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Detective (Pop. Based) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$580.00	\$580.00
11	Mobile Law/Fire Message Server Annual Maintenance Fee - Annual Maintenance Fee Mobile (Pop. Based) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,140.00	\$1,140.00
12	Mobile / FBR Clients Annual Maintenance Fee - Annual Maintenance Fee Mobile/FBR Clients.1 Maintenance: Start:7/1/2020, End: 6/30/2021	9	\$211.11	\$1,900.00
13	Dispatch (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Dispatch (Pop. Based) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$3,430.00	\$3,430.00
14	Quest Annual Maintenance Fee - Annual Maintenance Fee Quest Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$230.00	\$230.00
15	Records (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee Records (Pop. Based) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$2,530.00	\$2,530.00
16	State Interface (Pop. Based) Annual Maintenance Fee - Annual Maintenance Fee State Interface (Pop. Based) Maintenance: Start:7/1/2020, End: 6/30/2021	1	\$1,830.00	\$1,830.00



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<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
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<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
13404	Harwich Police, MA		USD	Net 30	7/1/2020

Please include invoice number(s) on your remittance advice,
 made payable to Tritech Software Systems

ACH:
 Routing Number 121000358
 Account Number 1416612641
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	\$17,883.75
Tax	\$0.00
Invoice Total	\$17,883.75
Payments Applied	\$0.00
Balance Due	\$17,883.75