

SELECTMEN'S MEETING AGENDA*

Donn B. Griffin Room, Town Hall

732 Main Street, Harwich, MA

Executive Session 5:15 P.M.

Regular Meeting 6:00 P.M.

Monday, August 23, 2021

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Executive session pursuant to G.L. c. 30A, s. 21, purposes (1) and (7)(Open Meeting Law)- Open Meeting Law complaint from Attorney Raymond H. Tomlinson, Jr. on behalf of the Port Restaurant and Bar, Inc. dated August 5, 2021, acknowledgement of the Open Meeting Law complaint against the Board of Selectmen, discussion and response to same; votes may be taken
- B. Pursuant to MGL,c.30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town's bargaining position and the chair so declares; including, but not limited to International Associations of Machinists and Aerospace Workers (IAMAW)

III. PLEDGE OF ALLEGIANCE

IV. OLD BUSINESS

- A. Discussion and possible vote to support the Local Initiative Program (LIP) for Chloe's Path affordable housing development-*Applicant has requested a continuance to October 4, 2021*

V. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Update – Cape Light Compact on available programs
- B. Announcement of the Candidates' Forum for the Special Election being held on September 21, 2021
- C. Announcement of a Board of Selectmen Meeting dedicated to Wastewater on August 30, 2021
- D. Announcement - Jake's at the Harbor will be opening Saturday, August 21, 2021

VI. CONSENT AGENDA

- A. Vote to approve the resignation of Arthur Rouse from the Planning Board
- B. Vote to approve the Special Town Election Warrant for Tuesday, September 21, 2021

VII. NEW BUSINESS

- A. Harwich Community Playground located at Harwich Elementary School
 - a. Vote to accept the Monomoy Regional School District donation of \$57,519.51
 - b. Vote to award the contract for construction to Design Built LLC, D/B/A Childscapes in the amount of \$317,000.00
- B. Discussion and possible vote to review and amend Section 1.17 – Disciplinary Guidelines of the Harwich Board of Selectmen liquor license regulations to include a language change from “third offense” to “third and subsequent offenses”
- C. Discussion and possible vote to approve a one day wine and malt license for the Harwich Cranberry Arts and Music Festival to be held on September 18, 2021 and September 19, 2021 – 100 Oak Street
- D. Discussion and possible vote to approve a one day entertainment license for the Harwich Historical Society – September 6, 2021 – 12:00 p.m. to 2:00 p.m. – Live music inside and outside – 80 Parallel Street
- E. Discussion and possible vote to approve the event application for the Harwich Chamber of Commerce's Parade to be held on September 12, 2021 at 11:30 a.m.
- F. Discussion and possible vote to approve the event application for the Harwich Chamber of Commerce's Fireworks to be held on September 18, 2021 at 8:00 p.m.
- G. Discussion and possible vote on setting a special Town Meeting in the Fall 2021
- H. Discussion on next steps for updating the Local Comprehensive Plan (LCP)
- I. Discussion on the 2022 Request for Proposal for the Saquatucket Harbor Snack Shack

VIII. OLD BUSINESS – CONTINUED

- A. Chatham – Harwich Wastewater Inter Municipal Agreement (IMA) proposed Amendments
 1. Discussion and possible vote to approve Amendment No. 1
- B. Discussion on where to allocate funds of Short Term Rental Tax and increase by 2%
- C. Discussion and possible vote on Community Center hours of operation

IX. CONTRACTS

- A. Discussion and possible vote - Human Services Grants
- B. Discussion and possible vote to execute contract with Spencer Preservation Group for the Brooks Academy Museum Structural Improvements in accordance with the Task and Fee Schedule not to exceed \$118,350.00

X. TOWN ADMINISTRATOR'S REPORT

XI. SELECTMEN'S REPORT

XII. CORRESPONDENCE

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:

Danielle Delaney, Executive Assistant

Posted by: _____
Town Clerk

Date: _____
August 19, 2021

OLD BUSINESS

Law Office of Singer & Singer, LLC

26 Upper County Road
P. O. Box 67
Dennisport, Massachusetts 02639

Andrew L. Singer
Marian S. Rose

Tel: (508) 398-2221

Fax: (508) 398-1568

www.singer-law.com

Myer R. Singer (1938-2020)

August 19, 2021

Via Email

Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

Re: Chloe's Path Apartments, Harwich

Dear Members of the Board:

We appreciate your ongoing review of the Applicant and owners' request for the Town to consider being part of a future LIP application to the Commonwealth of Massachusetts to develop the above rental community. We are currently scheduled to re-appear before you on August 23, 2021, after our first session on July 26, 2021.

I understand that the Board had a discussion on affordable housing generally and the proposal specifically at your meeting on August 9, 2021. I further understand that additional concerns and questions were raised in addition to those discussed on July 26th. In order to provide the project proponent sufficient time to continue addressing several of the issues raised so that your ultimate deliberation and vote can be as complete as possible, I am writing to respectfully request that the August 23rd meeting be continued to your first meeting in October, 2021.

As I have written and testified to previously, we are at the beginning of a long review process, and we appreciate the opportunity to continue sharing and discussing the preliminary plans with you.

Thank you.

Very truly yours,
Andrew L. Singer
Andrew L. Singer

ALS/a

STATEMENT OF CONFIDENTIALITY

THIS E-MAIL CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS E-MAIL IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL TO US AT BMOSSEY@SINGER-LAW.COM. THANK YOU.

IF YOU HAVE ANY QUESTIONS OR PROBLEMS WITH RECEPTION, PLEASE CALL (508) 398-2221.

CHLOE'S PATH APARTMENTS

SISSON ROAD
HARWICH, MASSACHUSETTS 02645

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)



PROPOSED BY:

KEMAH APARTMENTS, LLC
C/O CHLOE'S PATH HOUSING
P.O. BOX 67
DENNISPORT, MA 02639

JULY 2021

With Support from:
MCO & Associates, Inc.
PO Box 372
Harvard, MA 01451
978-456-8388



MASSACHUSETTS
 Department of Housing and Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

INSTRUCTIONS

Please submit three copies of the application and attachments. Note: only one set of site plan and sample elevations (attachments 11 and 12 noted on page 22) are required. An application fee, payable to the Department of Housing and Community Development, shall be submitted with the application. The schedule of fees is as follows:

	Project Fee	plus	Per Unit Fee
Municipality	\$1,000		\$30
Non-Profit	\$1,750		\$40
All Others	\$4,000		\$50

Fee Included: \$4,000 + (96 x \$50) = \$8,800

Mail to:

Local Initiative Program
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Alana Murphy, Deputy Associate Director

To complete the application electronically, simply position your cursor on a line and type. Use the tab key to move between questions.

If you have any questions, please refer to the DHCD 40B Guidelines, specifically Section VI. For further assistance, contact Alana Murphy at 617-573-1301 or alana.murphy@mass.gov.

NOTE: For Rental Projects, to complete information on Project Feasibility (Section X), go to the One Stop Application at <http://www.mhic.com> and complete Section 3 Sources and Uses and Section 4 Operating Pro Forma. Submit the sections with the Application

Application Contents:

- | | |
|------------------------------------|-------------------------------------|
| I. General Information | VIII. Surrounding Area |
| II. Community Support | IX. Financing |
| III. Municipal Contact Information | X. Project Feasibility |
| IV. Development Team | XI. Development Schedule |
| V. Project Information | XII. Marketing Outreach and Lottery |
| VI. Site Information | XIII. Checklist of Attachments |
| VII. Design and Construction | |

January 2016

MASSACHUSETTS
 Department of Housing & Community Development
Local Initiative Program
Application for Comprehensive Permit Projects

I. GENERAL INFORMATION

Community: Harwich, MA (Cape Cod)
 Name of Development: Chloe's Path Apartments
 Site Address: Sisson Road, Harwich, MA
 Developer: Kemah Apartments, LLC (Heritage Properties)

1. Type of Housing:
 Single Family house Rental
 Condominium Age Restricted

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

3. Total Acres 9.29 Acres Density of Project (units/acre) 10.33

4. Unit Count:

 Total Number of Units 96
 Market Rate 72
 Affordable 24

5. Unit Prices/Rents:
 Market Rate \$2,072 to \$3,150
 Affordable \$1,363 to \$1,659

Required Signatures for the
 Comprehensive Permit Project Application
 Chief Executive Official
 of Municipality:

Chair, Local Housing Partnership
 (if applicable):

Signature: _____

Signature: N/A

Print Name: Michael D. MacAskill, Chair

Print Name: _____

Date: _____

Date: _____



 CHLOE'S APARTMENTS PARCEL



EXISTING SITE AERIAL

Catalyst
 Architecture Interiors
 Where visions take shape
 333 WILLOW STREET, SUITE A HARWICH, MA 02645
 P. 508-582-8282 WWW.CATALYSTARCHITECT.COM

CHLOE'S PATH HOUSING
HARWICH, MA 02645

EXISTING SITE AERIAL

DATE ISSUED: 06.24.2021

REVISIONS:

NO.	DESCRIPTION	DATE

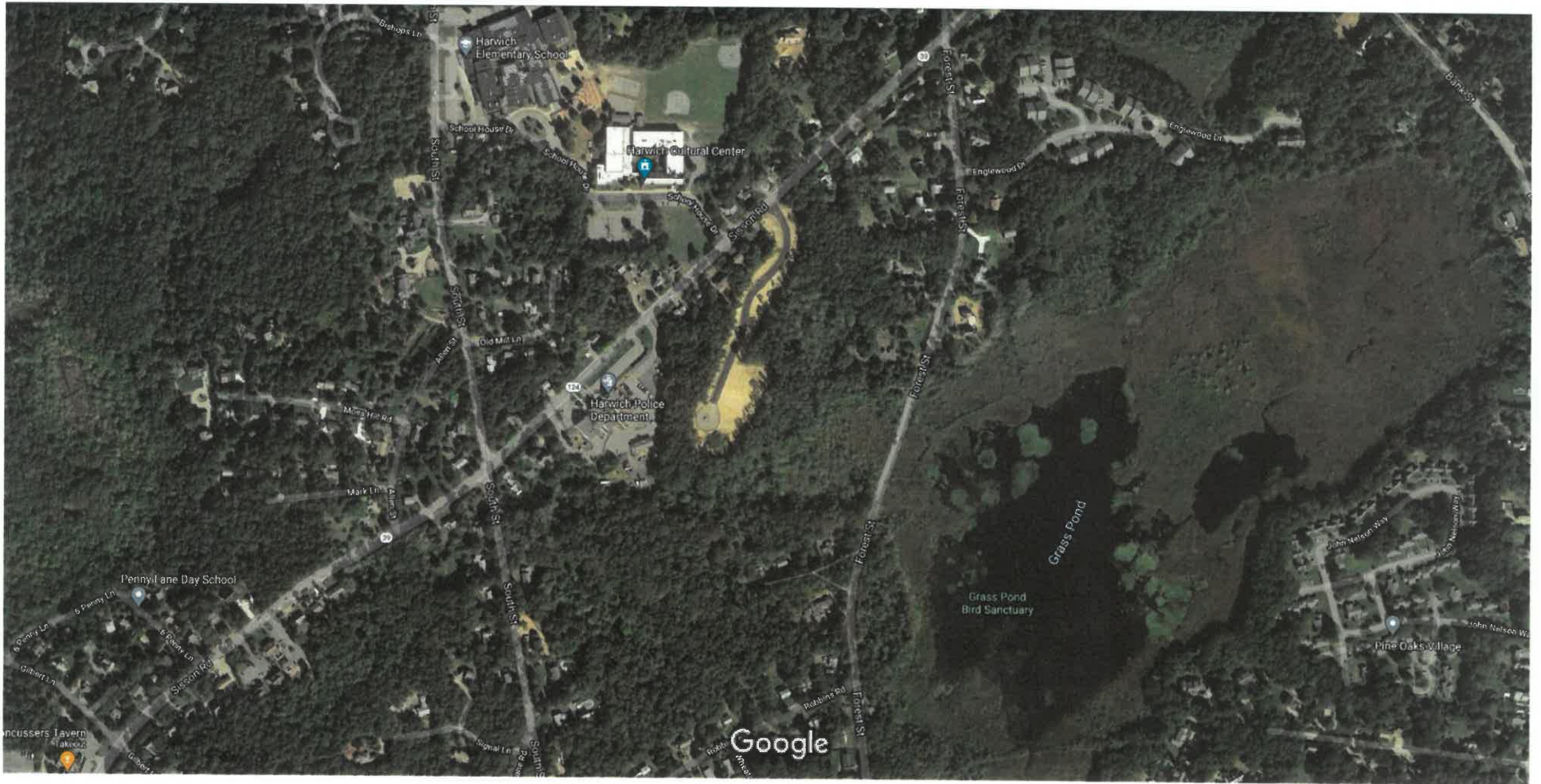
DRAWN BY: Aulver

SCALE:

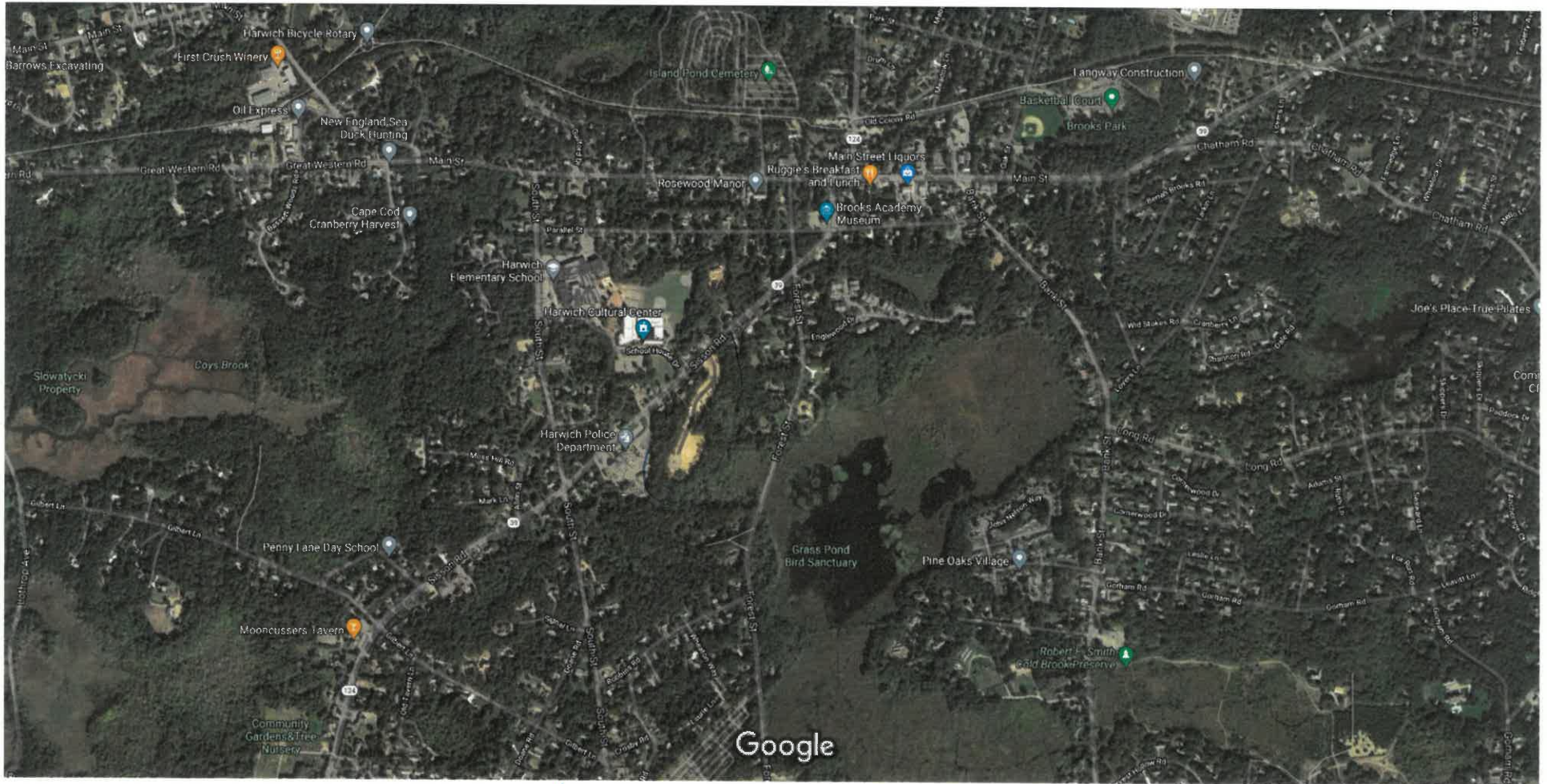
DRAWING NO.:

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CHLOE'S APARTMENTS - NEW ROAD IS
PARCEL LOCATION - ACCESS INSTALLED



Imagery ©2021 CNES / Airbus, MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, USDA Farm Service Agency, Map data ©2021

500 ft

CHLOE'S APARTMENTS PARCEL
IN PROXIMITY TO
HARWICH CENTER

II. COMMUNITY SUPPORT

1. Letter of Support from Municipality - Attach a letter containing a short narrative on the basics of the project, the history of the project, the ways in which the community is providing support, and how the development team has addressed any concerns the community has. The letter must be signed by the chief elected official of the community.

2. Letter of Support from Local Housing Partnership - If the community has a housing partnership, please attach a letter from them indicating their support for the project. The letter should summarize how the partnership has been working with the developer.

3. Local Contributions - Check off all that apply and provide a brief description at the end.

- Land donation (dollar value _____)
- Building donation (dollar value _____)
- Marketing assistance
- Other work by local staff
- Density increase
- Waiver of permit fees
- Other regulatory or administrative relief (specify) _____
- Local funds (cash)
Amount \$ _____ Source: _____
- HOME funds
- Agreement by a lender to provide favorable end-loan financing (ownership projects only)
- Other (specify) _____

Briefly explain the contributions: _____

4. Municipal Actions and Local Plans - Briefly describe how the project fits with any planning the community has done (e.g. master plan, community development plan, affordable housing plan) and other local land use and regulatory actions that provide the opportunity for affordable housing (including multi-family and overlay districts, inclusionary zoning by-laws and ordinances).

The Town of Harwich has been working diligently to improve its affordable housing stock over the past several years. The most recent update of the Housing Production Plans calls for 80% of the new affordable housing to be rental based and Chloe's Path Apartments will account for over 75% of the 124 units they were expecting to create over the 5 years period after the creation of the Housing Production.

The developer and agents have been meeting with various committees and boards over the past several months to gain feedback on the proposal. Specifically, meetings have been held with the Planning Staff and Administrative officials, the Select Board and a joint meeting of the department heads to review plans. Fire, Police, conservation, DPW and planning departments all had representatives present. We also are holding a meeting for local residents/abutters to share preliminary plans to gain additional feedback on the proposal.

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

Name Michael D. MacAskill, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email mmacaskill@townofharwich.us

Town Administrator/Manager

Name Joseph F. Powers
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email jpowers@townofharwich.us

City/Town Planner (if any)

Name Elaine Banta, Planning Assistant
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email ebanta@townofharwich.us

City/Town Counsel

Name Kopelman & Paige
Address 101 Arch Street – Suite 12, Boston, MA 02110
Phone 617-556-0007
Email www.k-plaw.com

Chairman, Local Housing Partnership – Affordable Housing Committee

Name Arthur Bodin, Chair
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7513
Email abodin@townofharwich.us

Community Contact Person for this project

Name Jonathan Idman
Address 732 Main Street, Harwich Center, MA 02645
Phone 508-430-7511
Email jidman@townofharwich.us

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer

Name Kemah Apartments LLC (Contact Brian Bush)
Address c/o Heritage Properties, 100 Merrimack Street, Suite 401, Lowell, MA 01852.
Phone 978.458.0001 x 101.
Email bbush@heritageprop.net
Tax ID _____

Contractor

Name To be Determined
Address _____
Phone _____
Email _____
Tax ID _____

Architect

Name Catalyst Architecture (Kurt Raber)
Address 203 Willow Street – Suite A, Yarmouthport, MA 02675
Phone 508-362-8382
Email kurt@catalystarchitects.com
Tax ID _____

Engineer

Name J.M.O'Reilly & Associates, Inc. (John O'Reilly)
Address 1573 Main Street, Brewster, MA 02331
Phone 508-896-6601
Email joreilly@jmoreillyassoc.com
Tax ID _____

Attorney

Name Andrew Singer
Address 26 Upper County Road, PO Box 67, Dennisport, MA 02639
Phone 508-398-2221
Email ALSinger@singer-law.com
Tax ID _____

Housing Consultant

Name MCO & Associates, Inc. (Mark O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 508-395-1211
Email markohagan@mcoassociates.com
Tax ID _____

Marketing/Lottery Agent

Name MCO Housing Services, LLC (Maureen O'Hagan)
Address 206 Ayer Road – Suite 5, Harvard, MA 01451
Phone 978-456-8388
Email maureen@mcohousingservices.com
Tax ID _____

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Brian Bush /Bush Watson & Heritage Properties

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Waterhead	Matrix Hudson	The Linden	Riverdam
Community Address:	Lowell, MA	Hudson, MA	Portland, ME	Biddeford, ME
Housing Type:	Apartments Mill Rehab	Apartments NEW Construction	Apartments Conversion	Apartments Mill Rehab
Number of Units:	71	168	190	71
Total Development Costs:	\$18M	\$34.5M	\$32.6M	\$17.7M
Subsidy Program (if applicable):	N/A	40B	N/A	N/A
Date Completed:	April 2020	Jan 2018	On Going	On Going
Reference: Name and Telephone #:	Brian Bush 978-815-4718	Brian Bush 978-815-4718	Brian Bush 978-815-4718	Brian Bush 978-815-4718

2. **Contractor: NOTE – As noted above, Brian Bush is an experienced developer with many larger projects completed. The intention is to hire a qualified, local, general contractor for the property but this has not been finalized as yet.**

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:				
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:				
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? Yes No

If yes, please explain. Brian Bush has developed and built a 168 Unit rental project in Hudson, MA under the 40B program. Mark O'Hagan and MCO Housing Services, LLC has extensive background in 40B development, construction and affordable marketing services.

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No

If yes, please explain. _____

DEVELOPER CERTIFICATION

The undersigned hereby certifies that he/she is ***Manager*** (Title) of ***Kemah Apartments, LLC*** (Legal Name of Applicant) and that the information requested below for the project known as ***Chloe's Path Apartments*** (Project Name) is complete and that all information contained in this application is true and correct to the best of his/her knowledge. The undersigned Developer agrees to execute DHCD model documents, as required. If the Developer is other than a non profit corporation or public entity, the Developer hereby certifies that it shall comply with all reporting requirements described in 760 CMR 56.00 and as set forth in the LIP Guidelines.

Signature of Developer _____

Print Name: ***Brian Bush, Manager*** _____

Date _____

V. PROJECT INFORMATION

1.	Type of Housing:	Total Number of Units
	Single-Family House	_____
	Condo	_____
	Rental	_____ 96 _____
	Other	_____

2. Total Number of Units Affordable 72 Market 24

3.	Project Style:	Total Number of Units
	Detached single-family house	_____
	Rowhouse/townhouse	_____
	Duplex	_____
	Multifamily house (3+ family)	_____
	Multifamily rental building	_____ 96 _____
	Other (specify)	_____

4. Is this an age-restricted (55+) Development? Yes No
 If yes, please submit a marketing study that demonstrates an understanding of the region's demographics, market demand and the particular strategies necessary to attract buyers to both market and affordable units.

5. Estimate the percentage of the site used for:
 Buildings .93 Acre Parking & Paved Areas 1.28 Acres
 Usable Open Space 7.04 Acres Unusable Open Space .04 Acres

6. Is any portion of the project designed for non-residential use? NO
 If yes, explain the non-residential uses. _____

7. Sustainable Development Design and Green Building Practices

In accordance with the Sustainable Development Principles adopted by Governor Patrick's Administration in 2007, DHCD encourages housing development that is consistent with sustainable development design and green building practices. For more information, see Appendix VI.A-1 and VI.B-1 of the 40B Guidelines for a list of links to resources and opportunities related to sustainable development.

A. How will this development follow Sustainable Development Principles?
We will utilize low impact development (LID) techniques on site and will promote clean energy principles by using EnergyStar and Watersense products throughout the development. We have also concentrated the development at a location which is reasonably walkable to shops, restaurants, churches and municipal services.

B. How will the project maximize energy efficiency and meet Energy Star Standards? The project will be built in conjunction with the 9th edition of the Mass Building Code and shall comply with Mass Save program requirements. Rated windows, tankless hot water heater, sealed ductwork, added insulation & sealing and high efficiency boilers will be used. Each unit also need to be HERS rated.

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?
Low E insulated glass, low flow toilets, "Water Sense" approved fixtures, and LED lighting are all standard in the homes. Appliances will all be Energy Star approved and Low Impact Development (LID) will be utilized to limit environmental disturbance on the site. Vinyl siding & fiber cement board for limited long-term maintenance will be utilized. Several Charging Stations for Electric cars are proposed and bike storage is provided for all residents.

8. Project Eligibility

A. Have you ever applied for a project eligibility letter involving any portion of the site, or are you aware of any prior application for a project eligibility letter involving any portion of the site?

Yes No If yes, explain.

B. Has the municipality denied a permit on another proposal for this site within the last 12 months? Yes No

9. Outstanding Litigation

Is there any outstanding litigation relating to the site? Yes No
If yes, explain.

10. Unit Composition

Complete the chart below. Include a separate entry for each unit type according to its square foot/age and/or sales price/rent.

Type of Unit	# of Units	# of Bdrms	# of Baths	Gross Sq. Ft.	# of Parking Spaces	Sales Price/Rent	Condo Fee	Handicap Accessible
Affordable	<u>15</u>	<u>1</u>	<u>1</u>	<u>685 - 863</u>	<u>1</u>	<u>\$1,363</u>		<input type="checkbox"/> # _____
	<u>7</u>	<u>2</u>	<u>1 or 2</u>	<u>1,040 - 1,060</u>	<u>1</u>	<u>\$1,511</u>		<input type="checkbox"/> # _____
	<u>2</u>	<u>3</u>	<u>2</u>	<u>1,340</u>	<u>1</u>	<u>\$1,659</u>		<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Market	<u>43</u>	<u>1</u>	<u>1</u>	<u>685 - 863</u>	<u>1</u>	<u>\$2,072</u>	_____	<input type="checkbox"/> # _____
	<u>21</u>	<u>2</u>	<u>1 or 2</u>	<u>1,040 - 1,060</u>	<u>1</u>	<u>\$2,863</u>	_____	<input type="checkbox"/> # _____
	<u>8</u>	<u>3</u>	<u>2</u>	<u>1,340 - 1,530</u>	<u>1</u>	<u>\$3,150</u>	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
Other	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____
	_____	_____	_____	_____	_____	_____	_____	<input type="checkbox"/> # _____

VI. SITE INFORMATION

1. Total Acreage 9.29 Total Buildable Acreage 9.26
2. Describe the current and prior uses of the subject site: Wooded Area, subdivision road has been previously installed.
-

Existing buildings on site? Yes No
If yes, describe plans for these buildings:

3. Current Zoning Classification:
Residential X (minimum lot size). 40,000 s.f.
Commercial _____ Industrial _____ Other _____
4. Does any portion of the site contain significant topographical features such as wetlands?
Yes No If yes, how many acres are wetlands? 3.95
If yes, attach map of site noting wetland areas.
Is map attached? Yes No
5. Is the site located within a designated flood hazard area?
Yes No
If yes, please attach a map of the site with flood plain designations.
Is map attached? Yes No
6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No
7. Is the site within a Historic District? Yes No
If yes, describe the architectural, structural and landscape features of the area:

_____.
8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?
Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer	<input type="checkbox"/>	Private Septic	<input type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input checked="" type="checkbox"/>				
Other	<input type="checkbox"/>	Explain: <u>There is the potential for public sewer in the near future.</u>			

10. Describe any known or suspected hazardous waste sites on or within a 1/2 mile radius of the project site. NONE

11. Has a 21E hazardous waste assessment ever been done on this site? If so, attach a summary of the filing. Yes No

12. What waivers will be requested under the comprehensive permit? To allow for Multi family in single family zoning district, some dimensional offsets, limited wetland offset relief

13. Describe the current status of site control and attach copies of relevant deeds or executed agreements.

A. Owned by Developer _____

B. Under Purchase and Sale Agreement – Copy of Agreement attached.

C. Under Option _____

Seller: HFH Development, LLC Buyer: Kemah Apartments, LLC

Is there an identity of interest between the Buyer and Seller? If yes, please explain:
No

Date of Agreement June 19, 2021 Expiration Date 2 years

Extensions granted? Yes No Date of Extension _____

Purchase Price \$3,072,000

PURCHASE AND SALE AGREEMENT

1. PARTIES AND MAILING ADDRESSES This 7th day of July, 2021
- HFH DEVELOPMENT, LLC, a Massachusetts limited liability company of _____ ("Seller"), agrees to sell, and KEMAH APARTMENTS LLC, a Massachusetts limited liability company of 100 Merrimack Street, Suite 401, Lowell, MA 01852 ("Buyer") agrees to buy upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION
- A parcel of land with all appurtenant rights and benefits and the improvements thereon owned by the Seller in Harwich, Massachusetts off Forest Street and Sisson Road, and shown as Lots 1-7 and 9 on a Plan recorded with the Barnstable Registry of Deeds in Plan Book 666, 20 and Parcel A-1 on a Plan recorded with said Deeds in Plan Book 666, Page 19 (herein the "premises"). For Seller's title see the deeds recorded with the Barnstable Registry of Deeds in Book 29940, Page 204 and in Book 29940, Page 206.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES
- Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures, used in connection therewith, if any, as well as all permits, licenses, approvals and authorizations issued by any governmental authority in connection with said premises, including the Government Approvals (as defined herein).
4. TITLE DEED
- Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least five (5) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encroachments and encumbrances, except
- (a) Provisions of existing building and zoning laws;
 - (b) deleted;
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of the delivery of such deed;
 - (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Project (as defined below).
5. PLANS
- (f) Declaration of Restriction recorded in Book 29940, Page 267;
 - (g) Letter from Division of Fisheries & Wildlife recorded in Book 29940, Page 272;
 - (h) Order of Conditions from the Harwich Conservation Commission recorded in Book 29940, Page 285;
6. REGISTERED TITLE
- (i) Provisions contained in the deed recorded in Book 29940, Page 208;
 - (j) Easement recorded in Book 29940, Page 249.
 - (k) Declaration of Protective Covenants recorded in Book 29940, Page 256.
7. PURCHASE PRICE
- If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording or registration.
- In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.
- The agreed purchase price for said premises is \$3,072,000.00 of which
- \$100,000.00 shall be paid to Buyer's Title Agent (as defined herein) within 2 business days after the date hereof, and subject to adjustment as herein provided, the balance of the purchase price is to be paid on the closing date to Buyer's Title Company by bank wire transfer.

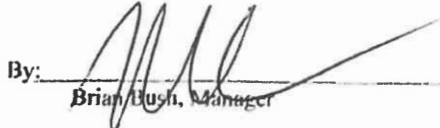
8. TIME FOR PERFORMANCE; DELIVERY OF DEED
The delivery of the Deed and the consummation of the transactions contemplated hereby (the "Closing") shall take place through escrow on the date which is ninety days after Seller has obtained all Government Approvals with all appeal periods expired without appeal having been taken, or if appeal is taken, such appeal is resolved to Buyer's satisfaction, and transferred to Buyer's nominee (it being understood Buyer must assign its rights hereunder to a so-called *Limited Dividend Organization* which must then be approved in accordance with MGL 40B prior to closing).
9. POSSESSION AND CONDITION OF PREMISE
Full possession of said premises, free of all debris rubbish, rubble, personal property, occupants, licenses and contracts, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, except as herein provided, (b) not in violation of said building and zoning or other laws, and (c) in compliance with the provisions of this Agreement. The Buyer shall be entitled to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Agreement.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts, to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty days, provided that the costs to Seller shall not exceed one half of one percent of the purchase price, exclusive of any voluntary mortgages, liens, or other encumbrances which may be discharged by the payment of money only..
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title and said Premises. except that in the event of such conveyance in accord with the provisions of this clause.
13. ACCEPTANCE OF DEED
The acceptance and recording of a deed by the Buyer or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
To enable the Seller to make conveyance as herein provided, the Seller may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, with respect to liens held by institutional lenders, thereafter in accordance with usual and acceptable conveyancing practice.
15. INSURANCE
Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:
- | <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
|---|---------------------------|
| (a) Fire and Extended Coverage | *\$ n/a |
| (b) All risk of loss to remain with Seller until acceptance of the deed by Buyer, except as set forth herein. | |
16. ADJUSTMENTS
Real estate taxes for the then current fiscal year, shall be apportioned, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

- | | |
|--|---|
| 17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES | If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. |
| 18. BROKER | Deleted |
| 19. BROKER(S) WARRANTY | Deleted |
| 20. DEPOSIT | All deposits made hereunder shall be held in escrow by Rollins, Rollins & Fox, P.C. ("Buyer's Title Company") and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the deposits shall continue to be held in escrow pending instructions mutually given by the Seller and the Buyer or final disposition through either litigation or binding arbitration. |
| 21. Buyer's DEFAULT; DAMAGES | If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be Seller's sole remedy, whether in law and in equity or otherwise. |
| 22. RELEASE BY HUSBAND OR WIFE | DELETED |
| 23. BROKER AS PARTY | DELETED |
| 24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. | If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder. |
| 25. WARRANTIES AND REPRESENTATIONS | The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the Seller or the Broker(s): NONE, except as stated herein. |
| 26. MORTGAGE CONTINGENCY CLAUSE | DELETED |
| 27. CONSTRUCTION OF AGREEMENT | This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer or their respective attorneys. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. Digitally signed and electronically circulated copies of this instrument and any amendments hereto shall have the same force and effect as wet signed originals. |
| 28. LEAD PAINT LAW | Deleted |
| 29. SMOKE DETECTORS | Deleted |
| 30. ADDITIONAL PROVISIONS | See Rider(s) attached hereto, executed herewith and made a part hereof. |

Seller: JFM DEVELOPMENT, LLC

Buyer: KEMAH APARTMENT'S LLC

By:  _____, Manager

By:  _____, Manager

RIDER TO PURCHASE AND SALE AGREEMENT
HFH DEVELOPMENT, LLC ("Seller")
KEMAH APARTMENTS LLC ("Buyer")
13.21 acres Off and Forrest Street and Sisson Road, Harwich, MA ("Premises" or "Property")

31. **ACCESS/ENVIRONMENTAL:** Seller will permit Buyer reasonable access, at reasonable times with reasonable notice, to the Premises for the purpose of making inspections and investigations, and Buyer shall indemnify and hold Seller harmless for any and all liability to third parties as a result of Buyer's conduct on the Premises, except as a result of the negligence of Seller or its agents.

Buyer shall be permitted to perform environmental testing and studies at the Premises. In the event that Buyer determines that there are any violations of environmental laws, or discovers the presence of any hazardous materials or substances, Buyer shall be permitted to terminate this transaction, in which case all deposits shall be returned to Buyer. This contingency shall expire on October 1, 2021.

32. **GOVERNMENT APPROVALS:**

Seller shall, at Seller's sole cost and expense, use continuous diligent efforts to obtain all necessary government approvals, on terms acceptable to Buyer ("Government Approvals") for the construction of a residential development (rental only) with ninety six (96) units, so that Buyer can obtain building permits for the project without further condition, pursuant to G.L. c. 40(B), with twenty-five (25%) of the units being affordable units at eighty (80%) of Area Median Income, the balance being market rate units ("Project"). The initial Comprehensive Permit Application shall be for 96 residential rental units. If at any time that Buyer or Seller determines, in either's reasonable discretion, that the Governmental Approvals for the Project will not or cannot be obtained as above provided within two (2) years after the date hereof, Buyer or Seller shall have the right, but not the obligation, to terminate this Agreement by written notice to the other party whereupon the Deposit shall be refunded to Buyer and this Agreement shall be of no further force or effect.

The term "Governmental Approvals" hereunder shall expressly include all consents, approvals, licenses, variances, comprehensive permits, including but not limited to: Comprehensive Permit, Order of Conditions, wastewater permits, stormwater management permits, utility permits, etc. and permits necessary for construction of the Project, other than building permits, under all federal, state, municipal, and regional codes, statutes, ordinances, by-laws, rules and regulations now in effect or hereafter enacted, with all appeal periods therefrom having expired without appeal, or if appeals are taken, when such appeals are resolved to the reasonable satisfaction of Buyer and with any other pending litigation involving this project dismissed or resolved to the Buyer's satisfaction.

Buyer and Seller agree to cooperate and collaborate in good faith in furtherance of obtaining the Government Approvals but Buyer shall not be required to attend meetings/hearings and shall not be required to incur cost in furtherance of the Government Approvals. Seller hereby authorizes Buyer to apply for any code related permits, such as building, plumbing and electrical permits prior to closing, and will provide any necessary assents/consents in furtherance of the foregoing.

33. **TITLE:** It is understood and agreed by the parties that the Premises shall not be in conformity with the title provisions of this Agreement unless:

(a) all buildings, structures and improvements, including but not limited to any driveways and waste disposal, and all means of access to the Premises, shall be located completely within the boundary lines of said Premises and shall not encroach upon or under the property of any other person or entity;

(b) no building, structure or improvements of any kind belonging to any other person or entity shall encroach upon or under said Premises;

(c) the Premises shall abut and shall have legal vehicular access to a public way, duly laid out or accepted as such by the city or town in which said Premises are located; and

(d) title to the Premises is insurable for the benefit of Buyer by a title insurance company qualified to do business in Massachusetts and issuing an ALTA Owner's Policy at published standard premium rates with standard exceptions but otherwise without qualifications as to the quality of title.

(e) all Orders of Conditions, except for those associated with obtaining the approvals for the Project have been closed as evidenced by a recorded Certificate of Compliance.

In the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the premises unacceptable or unmarketable and to terminate this Agreement.

34. REPRESENTATIONS: Seller hereby makes the following representations to Buyer to the best of Seller's knowledge and without any duty of independent investigation as of the Effective Date, which representations shall be deemed to have been made again as of the Closing Date (updated to reflect the then state of facts).

Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending of which Seller has knowledge against Seller or the Property, which, if adversely determined, could individually or in the aggregate interfere with the consummation of the transaction contemplated by this Agreement or adversely affect the Seller, Project or the Property. There is no litigation which has been filed against the Property itself, or against Seller that in either case would materially affect the Property or use thereof, or Seller's ability to perform hereunder. Seller has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or nonjudicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets.

Operating Agreements. There are no Operating Agreements and will be no Operating Agreements as of the closing

Condemnation. There are no pending, or to Seller's knowledge, contemplated condemnation proceedings relating to the Property.

Violations. Seller has knowledge (a) of any existing or uncured violation of any federal, state or local law or governmental requirements relating to the Property or the use or operation thereof, which has not been cure, and (b) any change in the zoning classification, any condemnation proceedings or any proceedings to widen or realign any street or highway adjacent to any Property.

Leases. There are no leases or occupancy agreements affecting the Property.

Environmental Matters. Seller has no knowledge of the existence of any Hazardous Substance present in, on, under, or about the Property in violation of, or potential violation of, any applicable federal, state, or local law, regulation, ordinance, judgment or court order relating to the same. For purposes hereof, the term "Hazardous Substance" shall mean any petroleum, chemical, toxic or other so-called hazardous substance, the storage, release, transportation, and/or manufacture of which is the subject of any statute and/or regulation by the United States Environmental Protection Agency, or any similar state environmental protection and/or oversight agency.

Betterments. Seller has knowledge of any proposed or existing betterment assessment against the Property;

Restrictive Covenants. Other than those documents listed in Paragraph 4 of this Agreement, Seller has no knowledge of any violation of any recorded restrictions affecting the Property;

Third Party Purchase Rights. Seller has not granted to any person other than Buyer a right of first refusal, option to purchase, or other right to purchase all or any part of the Property; and

The representations of Seller in this Section shall survive for twelve (12) months after Closing, but Seller shall have no liability until such time as Buyer has incurred expenses in the aggregate in excess of Ten Thousand Dollars (\$10,000) in connection with this clause.

35. SELLER'S DOCUMENTS:

(a) Within 10 days after the date hereof, Seller shall provide Buyer with copies of any and all studies, investigations and reports related to the Premises, including any environmental and geotechnical studies and reports.

(b) At closing, Seller agrees to deliver such affidavits, documents and certificates as may be customarily required by Buyer's Title Company, including without limitation the following: (i) an affidavit stating that Seller is not a foreign person under Internal Revenue Code, Section 1445; (ii) an affidavit to Buyer and Buyer's title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which would entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises; (iii) Internal Revenue Code, 1099S Form; and (iv) closing statement.

36. SELLER DEFAULT:

If Seller is unwilling or unable to convey title subject to and in accordance with the terms of the Agreement, Buyer shall elect one of the following rights and remedies:

Buyer shall have the right to terminate this Agreement by notice to Seller, in which event the Deposit together with interest thereon shall be paid to Buyer, and all obligations of the parties under this Agreement shall terminate except for the Buyer's obligations which expressly survive termination;

Buyer shall have the right to waive the breach or default and proceed to Closing in accordance with the provisions of this Agreement without reduction of the Purchase Price; or

If Seller is unwilling to close, Buyer may seek specific performance and damages for Seller's unwillingness to execute and deliver the documents necessary to convey the Property to Buyer as herein required.

37. REBA STANDARDS: Any matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable and not inconsistent with the terms hereof.

38. BROKERS: Buyer and Seller both represent that they have not contacted any real estate broker in connection with this transaction. Each party agrees to indemnify the other and hold the other harmless from any claim, loss or cost for any other brokerage commissions arising out of actions or inactions of the indemnitor in connection with this transaction. The provisions of this paragraph shall survive delivery of the deed.

39. NOTICES: Notices shall be effective when delivered by hand, by overnight courier, by email with confirmation of sending, or receipted facsimile transmission to the parties at the following addresses: to Buyer shall be deemed given when received at the office of Buyer's attorney, Joshua M. Fox, Esquire, 36 Glen Ave., Newton, MA 02459 (Phone: (617) 969-7555; Fax: (617) 969-5281 Email: jfox@rrf-law.com). Any such notice to Seller shall be deemed given when received at the office of Seller's attorney

40. DRAFTS: The submission of a draft of the Agreement or summary of some or all of its provisions does not constitute an offer to sell or acceptance of any offer to buy the Premises unless or until the Agreement has been

executed by both the Buyer and the Seller and a fully executed copy thereof and all exhibits incorporated by reference have been delivered to each party.

41. **PRIOR AGREEMENTS:** This Agreement supersedes all prior written or any oral agreements between the parties.

42. **DATE OF PERFORMANCE:** If the date on which any performance required hereunder is other than a business day or a day in which the Registry of Deeds serving the Real Property is open for business, then such performance shall be required as of the next following business day.

43. **PREVAILING PARTY:** If litigation is instituted by either party to enforce the terms of this Agreement, the non-prevailing party shall be responsible to pay the reasonable costs and expenses of the prevailing party in the litigation, including, but not limited to, reasonable attorneys' fees.

44. **COVID CLAUSE:** The Parties further agree and acknowledge that in the event either the Buyer, Buyer's lender, Seller, any of their respective attorneys, or the Registry of Deeds becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure order from any governmental agency prior to or at the time for performance hereunder, the closing shall be automatically extended at the request of either Party until such time after the delay has concluded and as such time is reasonably needed for the non-performing party to perform.

45. **Limited Power of Attorney for Extensions:** SELLER and BUYER hereby appoint their respective attorneys as attorneys in fact for the limited purpose of signing any extensions or amendments to this Purchase and Sale Agreement. This Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal.

46. **Interim Facsimile or Electronic Signatures:**

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

47. **No recording:**

If the Buyer either makes an assignment of its rights under this Agreement to an entity which is not controlled by Jeffrey and/or Brian Bush or records a copy of this Agreement with the Registry of Deeds, the Seller may at its option declare the Seller's obligations hereunder null and void and deem the Buyer in default of his or her obligations hereunder. The designation of a merely title nominee pursuant to clause 4 of the agreement shall not be deemed an assignment by the Buyer within the meaning of this clause.

48. **Seller's Statements and Representations:**

All of the Seller's statements and representations in this Agreement or any rider/addendum are made to the Seller's actual knowledge and without conducting any independent investigation or inquiry. No statement, representation, covenant or warranty shall survive the delivery of the deed unless expressly stated in this Agreement or in a separate instrument or agreement signed by the Seller. Nothing contained in this Agreement shall require Seller to take additional actions or make further inquiry with regard to any matter in this Agreement. No such statement, representation, covenant or warranty shall constitute a statement, representation, covenant or warranty against the future occurrence of such matter. The provisions of this paragraph shall survive delivery and recording of the deed or the termination of this Agreement.

49. In addition, SELLER's title to the premises shall be deemed to meet the requirements of Sections 4 and 33 hereof for all purposes unless written notice of a claimed title defect is provided SELLER on or before October 1, 2021. Such notice shall specify any defects in title claimed in SELLER's title, which may include objections to the items listed in Paragraph 4(f)-(k) if the same materially adversely affects the Project (and SELLER shall have the obligations set forth in Section 10) and BUYER shall have rights with respect to SELLER's title only in respect to (a) defects in title existing as of the end date of BUYER's title examination, which have been claimed in such notice and (b) defects in title arising after the end date of BUYER's title examination. BUYER shall take title to and pay the purchase price for the premises subject to any defects in title existing as of the end date of Buyer's title

examination, which have not been claimed in such notice. SELLER shall not permit any encumbrance of the title between the end date of BUYER's title examination and the closing.

Executed under seal as of this 7th day of July, 2021.

Seller: HFH DEVELOPMENT, LLC

Buyer: KEMAH APARTMENTS LLC

By:  _____
Gary Terry, Manager

By:  _____
Brian Bush, Manager

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

- Proposed buildings by design, ownership type, and size. Identity and describe affordable units and handicapped accessible units.
- Dwelling unit distribution by floor, size, and bedroom/bath number
- Square footage breakdown of commercial, residential, community, and other usage in the buildings
- Number of parking spaces

Site plan showing:

- Lot lines, streets, and existing buildings
- Proposed building footprint(s), parking (auto and bicycle), and general dimensions
- Zoning restrictions (i.e. setback requirements, easements, height restrictions, etc).
- Wetlands, contours, ledge, and other environmental constraints
- Identification of affordable units
- Identification of handicapped accessible units.
- Sidewalks and recreational paths
- Site improvements, including landscaping
- Flood plain (if applicable) N/A

Utilities plan showing:

- Existing and proposed locations and types of sewage, water, drainage facilities, etc.

Graphic depiction of the design showing:

- Typical building plan
- Typical unit plan for each unit type with square footage tabulation
- Typical unit plan for each accessible unit type with square footage tabulation
- Elevation, section, perspective, or photograph
- Typical wall section

2. **Construction Information**

<u>Foundations</u>	# Mkt. Units	# Aff. Units	Attic	# Mkt. Units	# Aff. Units
Slab on Grade	<u>72</u>	<u>24</u>	Unfinished	<u>72</u>	<u>24</u>
Crawl Space	_____	_____	Finished	_____	_____
Full Basement	_____	_____	Other	_____	_____
<u>Exterior Finish</u>	# Mkt. Units	# Aff. Units	Parking	# Mkt. Units	# Aff. Units
Wood	_____	_____	Outdoor	<u>72</u>	<u>24</u>
Vinyl	<u>72</u>	<u>24</u>	Covered	_____	_____
Brick	_____	_____	Garage	<u>72</u>	<u>24</u>
Fiber Cement	<u>72</u>	<u>24</u>	Bicycle	<u>72</u>	<u>24</u>
Other	_____	_____			

Heating System

Fuel: Oil Gas Electric Other

Distribution method (air, water, steam, etc.): Split Zone Electric Heat & A/C

Energy Efficient Materials

Describe any energy efficient or sustainable materials used in construction:
Low Flow Toilets, Water Sense Fixtures, Energy Star rated windows & appliances, LED Lighting and Split Zone Heat & A/C systems.

Modular Construction

If modular construction will be used, explain here:

N/A

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.

Yes – affordable renters will have the same amenities as market rate renters.

CHLOE'S APARTMENTS

HARWICH, MA

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)

Design & Construction Cover Sheet

- 2 Proposed Buildings with 96 RENTAL Apartments;
- Buildings each contain 48 rental homes with 12 affordable homes per building;
- All apartments will have the same finish and all amenities are available to market rate and affordable homes;
- Plan Attached showing proposed Affordable locations;
- 1, 2 & 3 bedroom apartments are to be available. Sizes range from 685 square feet to 1,530 square feet.
- Site Consists of Only Residential Space; Approximately 60,500 square feet per building;
- There is basement level garage parking for a total of 96 spaces. All Units will receive one garage space. There are an additional 59 surface parking spaces. Electric Car Charing Stations are proposed;
- There is dedicated Bike Storage space in the garage areas and exterior bike racks for resident usage;
- The buildings have elevators, so ALL units are handicapped adaptable. The buildings will meet all other state code requirements as it relates to handicapped accessibility.

SISSON ROAD, HARWICH, MASSACHUSETTS



NOT TO SCALE
 PLAN BOOK 359 PAGE 21
 DEED BOOK 25849 PARCELS D4-3, D4-11
 ASSESSORS MAP 31

- LEGEND**
- EXISTING CONTOUR
 - - - PROPOSED CONTOUR
 - EXISTING SPOT GRADE
 - PROPOSED SPOT GRADE
 - WATER SERVICE LINE
 - OVERHEAD UTILITY SERVICE
 - UNDERGROUND UTILITY SERVICE
 - GAS SERVICE LINE
 - TEST HOLE / BORING LOCATION
 - SEPTIC TANK
 - DISTRIBUTION BOX
 - SOIL ABSORPTION SYSTEM
 - RESERVED FOR FUTURE
 - UTILITY POLE
 - CATCH BASIN
 - FIRE HYDRANT
 - DRAINAGE MANHOLE
 - CONCRETE BOUND, FOUND
 - CONCRETE BOUND, FOUND
 - LIMIT OF WORK
 - FENCE
 - EDGE OF CLEARING

DESIGN CALCULATIONS:

SEWAGE FLOW:
 Design Flow: 144 Bedrooms x 110 GPD/BD = 15,840 GPD
 Wastewater shall be treated to a total Nitrogen level of 10 ppm, at discharge.
 The Treatment Works will require the approval of a wastewater Discharge Permit for the discharge of greater than 10,000 gpd of wastewater.
 Loading Factor Formula:
 $100(10) \times 100 \times 1.25 \times 1.25 = 15,625 \text{ gal per acre}$
 $15,625 \times 0.9 = 14,062.5 \text{ gal per acre}$
 Note: The loading rate for a GWSP facility is 3 gpd per 1 sq. ft. of surface area.

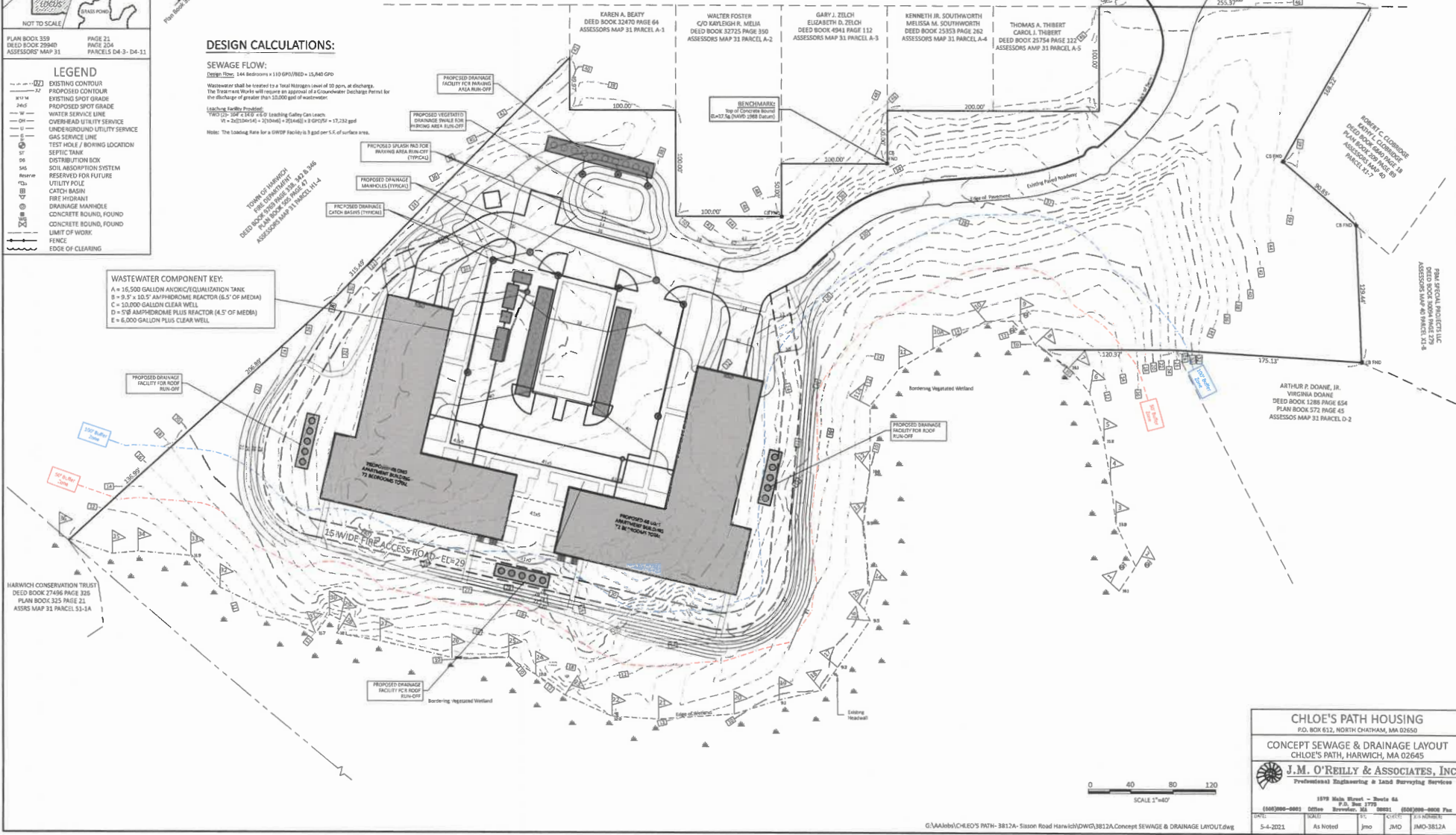
WASTEWATER COMPONENT KEY:
 A = 16,500 GALLON ANOXIC/EQUALIZATION TANK
 B = 9' 0" x 10' 0" AMPHIBIOME REACTOR (6.5' OF MEDIA)
 C = 10,000 GALLON CLEAR WELL
 D = 5' 0" AMPHIBIOME PLUS REACTOR (4.5' OF MEDIA)
 E = 6,000 GALLON PLUS CLEAR WELL

TOWN OF HARWICH
 OFFICE OF PERMITTING
 100 STATE STREET, SUITE 300
 HARWICH, MA 02543
 ASSUMED BOUNDARIES SHOWN IN 1:1

HARWICH CONSERVATION TRUST
 DEED BOOK 27496 PAGE 325
 PLAN BOOK 325 PAGE 21
 ASSES MAP 31 PARCEL 51-1A

PLAN
 SCALE 1"=40'
 THIS AREA IS SERVED
 BY TOWN WATER.

SISSON ROAD
 (50' WIDE - PUBLIC WAY - 1993 COUNTY LAYOUT)



CHLOE'S PATH HOUSING
 P.O. BOX 612, NORTH CHATHAM, MA 02650

CONCEPT SEWAGE & DRAINAGE LAYOUT
 CHLOE'S PATH, HARWICH, MA 02645

J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services

1879 Main Street - Suite 6A
 P.O. Box 1775
 North Chatham, MA 02650 (508) 388-8888 Fax
 5-4-2021 As Noted jmo JMO JMO-3812A





1 CONCEPTUAL SITE PLAN
1" = 40'-0"

PROPOSED CONCEPTUAL SITE PLAN

DATE ISSUED: 06.16.2021

NO.	DESCRIPTION	DATE
1	Revision 1	06/16/21

DRAWN BY: Author
SCALE: 1" = 40'-0"

DRAWING NO.: **SP1.1**

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① NORTH ELEVATION
1/8" = 1'-0"



② EAST ELEVATION
1/8" = 1'-0"



③ WEST ELEVATION
1/8" = 1'-0"

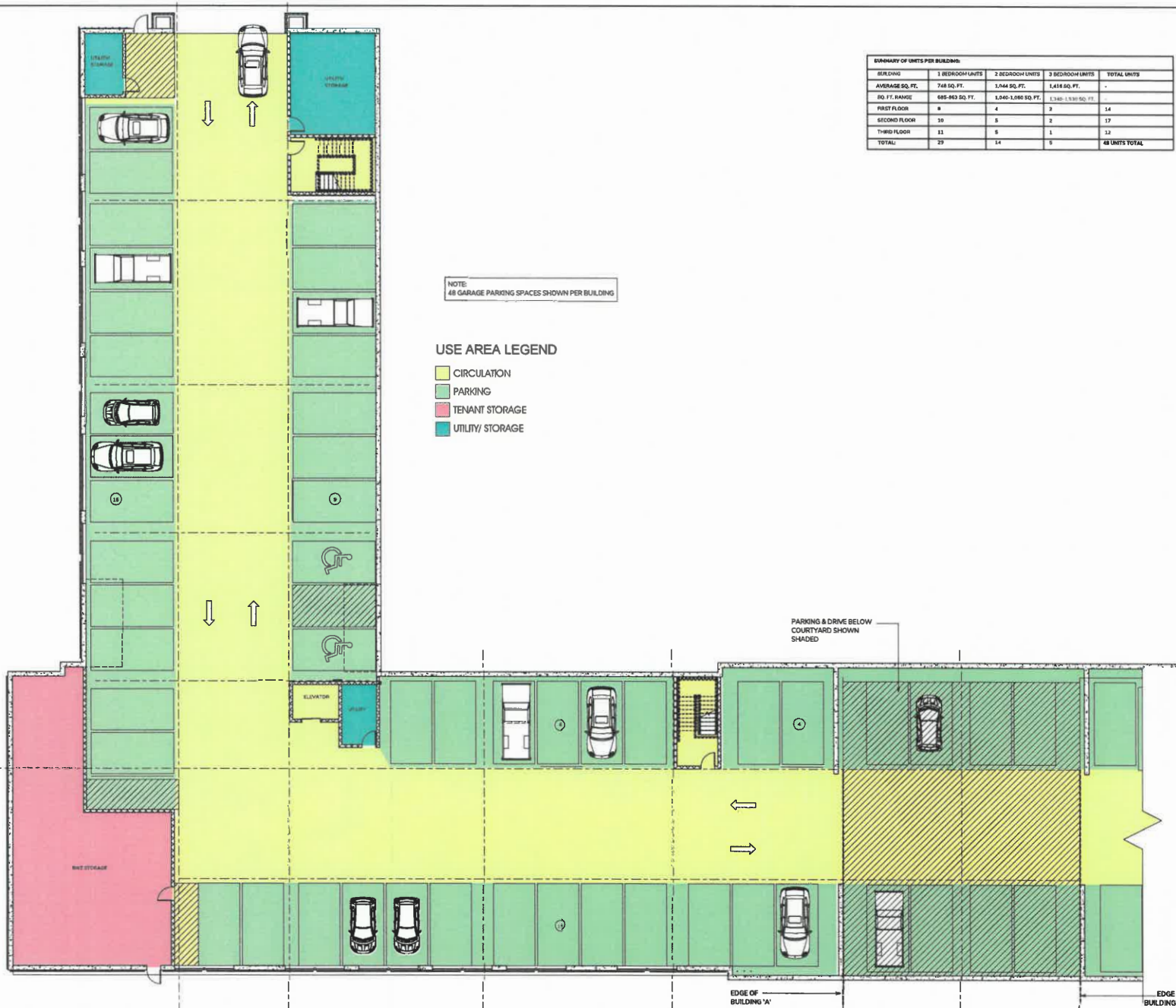
DATE ISSUED:	06.18.2011
REVISIONS:	
NO.	DESCRIPTION DATE

DRAWN BY: Author
SCALE: 1/8" = 1'-0"

DRAWING NO.:

SD-2.1

All work shall be in accordance with the applicable building codes and regulations. The architect shall be responsible for obtaining all necessary permits. All work shall be in accordance with the applicable building codes and regulations. All work shall be in accordance with the applicable building codes and regulations.



SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,414 SQ. FT.	-
SQ. FT. RANGE	685-843 SQ. FT.	1,040-1,095 SQ. FT.	1,360-1,530 SQ. FT.	-
FIRST FLOOR	4	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL:	25	14	5	48 UNITS TOTAL

NOTE:
48 GARAGE PARKING SPACES SHOWN PER BUILDING

USE AREA LEGEND

- CIRCULATION
- PARKING
- TENANT STORAGE
- UTILITY/ STORAGE

PARKING & DRIVE BELOW
COURTYARD SHOWN
SHADED

EDGE OF
BUILDING 'A'

EDGE OF
BUILDING 'B'

1 CONCEPTUAL LOWER LEVEL GARAGE PLANS
1/8" = 1'-0"

DATE ISSUED: 06.18.2021

REVISIONS:

NO.	DESCRIPTION	DATE

DRAWN BY: Author

SCALE: As Indicated

DRAWING NO.:

SD-1.0

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SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,418 SQ. FT.	
SQ. FT. RANGE	685-863 SQ. FT.	1,040-1,098 SQ. FT.	1,340-1,500 SQ. FT.	
FIRST FLOOR	8	4	2	14
SECOND FLOOR	10	5	3	17
THIRD FLOOR	11	5	1	17
TOTAL	29	14	6	48 UNITS TOTAL

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- COMMUNITY SPACE
- RENTAL OFFICE
- UTILITY/STORAGE

1 CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"

DATE ISSUED:	04.16.2021
REVISIONS:	
NO.	DESCRIPTION DATE

DRAWN BY: Author
SCALE: As Indicated

DRAWING NO:
SD-1.1

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SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,418 SQ. FT.	-
SQ. FT. RANGE	685-863 SQ. FT.	1,040-1,098 SQ. FT.	1,340-1,530 SQ. FT.	-
FIRST FLOOR	9	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	28	14	5	48 UNITS TOTAL

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE

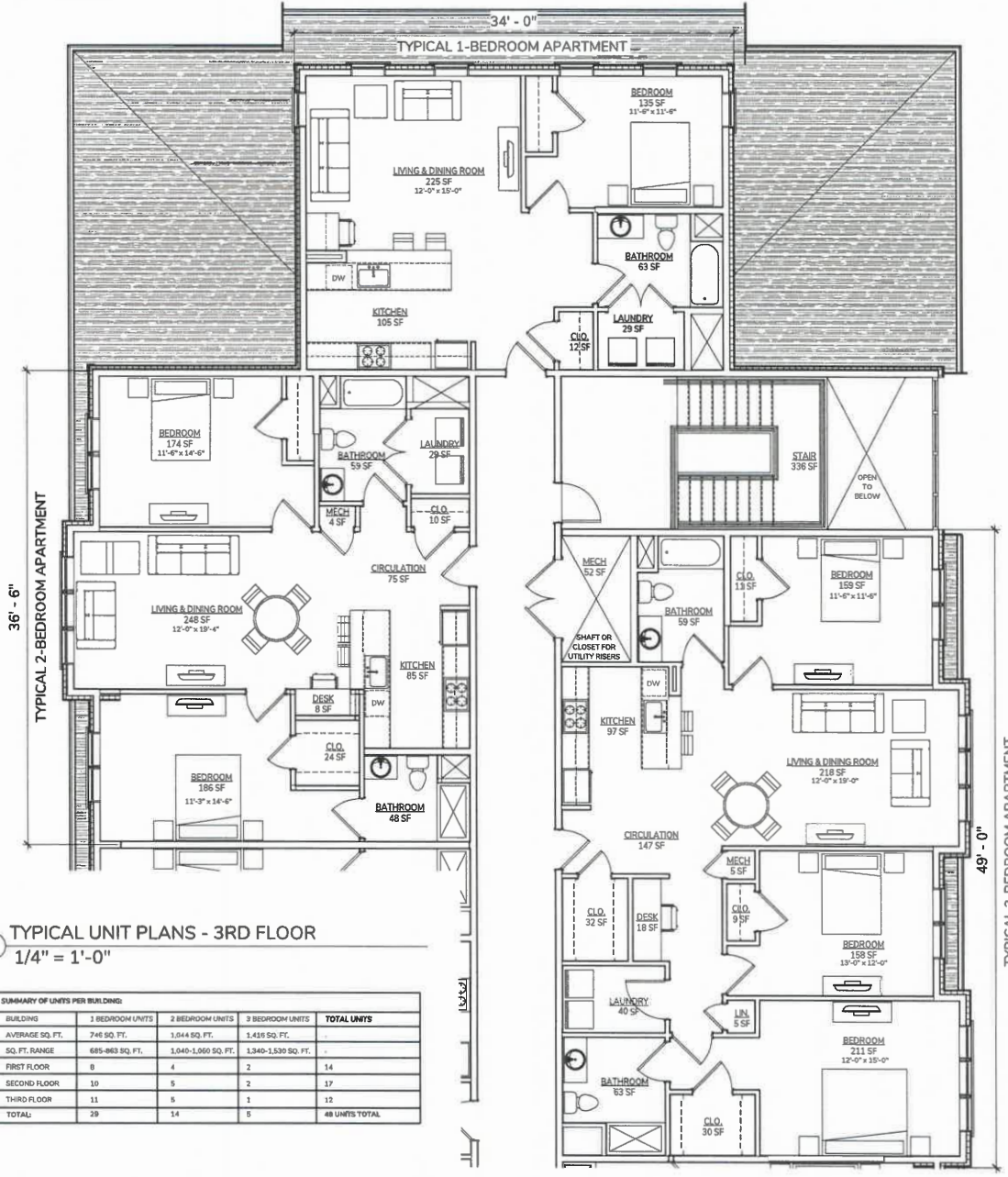
1 CONCEPTUAL 2ND FLOOR PLAN
1/8" = 1'-0"



SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	749 SQ. FT.	1,044 SQ. FT.	1,416 SQ. FT.	-
SQ. FT. RANGE	485-963 SQ. FT.	1,040-1,060 SQ. FT.	1,340-1,830 SQ. FT.	-
FIRST FLOOR	6	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL:	27	14	5	46 UNITS TOTAL

- USE AREA LEGEND**
- 1 BEDROOM
 - 2 BEDROOM
 - 3 BEDROOM
 - CIRCULATION
 - UTILITY/ STORAGE

① CONCEPTUAL 3RD FLOOR PLANS
1/8" = 1'-0"



1 TYPICAL UNIT PLANS - 3RD FLOOR
 1/4" = 1'-0"

SUMMARY OF UNITS PER BUILDING:				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	746 SQ. FT.	1,044 SQ. FT.	1,436 SQ. FT.	
SQ. FT. RANGE	685-863 SQ. FT.	1,040-1,060 SQ. FT.	1,340-1,530 SQ. FT.	
FIRST FLOOR	8	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	29	14	5	48 UNITS TOTAL

TYPICAL UNIT PLANS - 3RD FLOOR

DATE ISSUED:	06.14.2021	
REVISIONS:		
NO.	DESCRIPTION	DATE

DRAWN BY: Author

SCALE: 1/4" = 1'-0"

DRAWING NO.:

SD1.4

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VIEW #1 - PERSPECTIVE VIEW FROM SISSON ROAD



VIEW #2 PERSPECTIVE VIEW FROM HALF WAY DOWN THE DRIVEWAY

Catalyst
Architecture Interiors
Where visions take shape

200 WILLOW STREET, SUITE 100 WINDYHOLE, MASSACHUSETTS 01906-0000
401.556.8636
WWW.CATALYSTARCHITECTURE.COM

CHLOE'S PATH HOUSING

HARWICH, MA 02645

CONCEPTUAL
PERSPECTIVE
VIEWS

DATE ISSUED: 06.14.2021

REVISIONS:

NO.	DESCRIPTION	DATE

DRAWN BY: Author

SCALE:

DRAWING NO.:

SP1.2

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VIEW #3 - PERSPECTIVE VIEW FROM SISSON ROAD AT FIRE/POLICE STATION



VIEW #4 PERSPECTIVE VIEW FROM PARKING

Catalyst
Architecture Interiors
Where visions take shape

200 WILLOW STREET, SUITE A WINDHAM, PORTLAND, MA 02875
P. 508-366-6382
WWW.CATALYSTARCHITECT.COM

CHLOE'S PATH HOUSING

HARWICH, MA 02645

CONCEPTUAL
PERSPECTIVE
VIEWS

DATE ISSUED: 06.16.2021

REVISIONS:

NO.	DESCRIPTION	DATE

DRAWN BY: Author

SCALE:

DRAWING NO.:

SP1.3

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VIII. SURROUNDING AREA

1. Describe the land uses in the surrounding neighborhood: There is open space & wetland areas around roughly 50% of the project. The fire/police station is a direct abutter and there are several homes which front on Sisson Road which the project backs up to. Across from the project entrance leads to the Harwich Cultural Center and the Harwich Elementary Street.

2. What is the prevailing zoning in the surrounding neighborhood?
Residential Zoning as well as Municipal Usage

3. How does the project's proposed site plan and design relate to the existing development pattern(s) of the immediately surrounding area?
The street has a mix of residential and municipal uses. The apartment buildings, given their specific location will be barely visible from the street and will blend seamlessly into the neighborhood.

4. Describe and note distances to nearby amenities and services such as shopping, schools, parks and recreation, or municipal offices.
Adjacent to Fire & Police Station, Cultural Center and Elementary School are walking distance, Municipal Offices, Parks, Churches and shops are all within 1 mile of the site.

5. Explain how developing the site contributes to smart growth development in the area (e.g. mixed use, reuse, concentrated development).
The site allows for concentrated development which is close proximity to the Harwich center which has shops, restaurants, town offices and churches.

6. Is the site located near public transit (bus, subway, commuter rail, etc.)? If so, indicate the type, distance to the nearest stop, and frequency of service.
There is no public transit in the area.

214 MA-124



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

INSTALLED ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



LOOKING RIGHT (NORTH EAST) ON SISSON ROAD
FROM ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

LOOKING LEFT (SOUTHWEST) ON SISSON ROAD
FROM ACCESS DRIVE





Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

ADJACENT PUBLIC SAFETY BUILDING



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

HARWICH CULTURAL CENTER, ACROSS
SISSON ROAD

IX. FINANCING

1. Attach a letter of interest from a construction lender.

Are there any public funds to be used for this project? If yes, indicate the source, amount, use and status of funds: There are no direct public funds being used to fund the development. There will be a sizable amount of developer equity as well as borrowed funds from a Lending institution.

Describe the form of financial surety to be used to secure the completion of cost certification for this project Letter of Credit from Construction Lender.



Chloe's Path Apartments
Sisson Road, Harwich, MA

Preliminary Construction Budget & Pro Forma

96

Units

Development Items:	<u>Total Costs</u>	<u>Per Unit</u>
Land Value	\$ 3,072,000	\$32,000
Hard Costs:		
General Conditions	\$ 1,500,000	\$15,625
Insurance	\$ 150,000	\$1,563
Bonding	\$ 150,000	\$1,563
Construction Mgt Fees	\$ 850,000	\$8,854
Site Preparation	\$ 1,400,000	\$14,583
Wastewater Treatment	\$ 1,200,000	\$12,500
Building Construction	\$ 14,674,770	\$152,862
Contingency	\$ 863,739	\$8,997
Hard Construction Costs	\$ 20,788,509	\$216,547
Soft Costs:		
Water Connection Fees	\$ 240,000	\$2,500
Municipal/State/40B Fees	\$ 75,000	\$781
Blding Permits	\$ 311,828	\$3,248
Architectural	\$ 200,000	\$2,083
Engineering & Survey	\$ 200,000	\$2,083
Legal	\$ 125,000	\$1,302
Construction Loan Interest	\$ 650,000	\$6,771
Financing/Application Fees	\$ 100,000	\$1,042
Mitigation	\$ 75,000	\$781
Consulting Fees	\$ 100,000	\$1,042
Lottery	\$ 36,000	\$375
Marketing/Commissions	\$ 125,000	\$1,302
Accounting Cost Certification	\$ 40,000	\$417
Development Fee	\$ 1,150,000	\$11,979
Soft Contingency	5% \$ 171,391	\$1,785
Total Soft Costs	\$ 3,599,219	\$37,492
Total Development Costs (TDC)	\$ 27,459,728	\$286,039

Annual Rents (See Unit Designations)	\$	2,419,654		
Less 5% Vacancy	\$	120,983		
Plus Add'l Revenue (pets, parking, etc)	\$	36,295		
Operating Revenue	\$	2,334,966		
Operating Expenses				
RE Taxes - Residential	\$	177,115	75% of TDC @ Tax Rate	\$ 8.60
Insurance	\$	35,040	\$ 365	per unit/year
Utilities	\$	24,000	\$ 250	per unit/year
Water & Sewer	\$	48,000	\$ 500	per unit/year
Maintenance	\$	180,000	\$ 1,875	per unit/year
General & Administration	\$	172,800	\$ 1,800	per unit/year
Reserves	\$	24,000	\$ 250	per unit/year
Total Operating Expenses	\$	660,955	\$ 6,884.95	per unit/year
Net Operating Income	\$	1,674,011		
Interest Expense	\$	1,190,999	75 %TDC Debt/4.00% / 30 yr AMORT	
NET OPERATING PROFIT	\$	483,012	7.04%	Return on Equity

**CHLOE's PATH APARTMENTS
UNIT DESIGNATION REPORT**

<u>Affordable Units</u>	<u>Building</u>	<u>Floor</u>	<u>Unit Number</u>	<u>Bedrooms</u>	<u>Square Feet</u>
X	A	1	101	3	1,340
	A	1	102	3	1,530
X	A	1	103	2	1,060
	A	1	104	2	1,060
X	A	1	105	1	685
	A	1	106	1	830
	A	1	107	2	1,060
X	A	1	108	1	685
	A	1	109	1	863
	A	1	110	1	863
	A	1	111	1	685
	A	1	112	2	1,040
	A	1	113	1	765
X	A	1	114	1	685
X	A	2	201	2	1,040
	A	2	202	3	1,340
	A	2	203	3	1,530
	A	2	204	2	1,060
X	A	2	205	2	1,060
	A	2	206	1	685
	A	2	207	1	830
	A	2	208	2	1,060
	A	2	209	1	685
	A	2	210	1	863
	A	2	211	1	863
X	A	2	212	1	685
	A	2	213	2	1,040
	A	2	214	1	863
	A	2	215	1	685
X	A	2	216	1	685
	A	2	217	1	685
	A	3	301	2	1,040
	A	3	302	3	1,340
	A	3	303	3	1,530
X	A	3	304	2	1,060
	A	3	305	2	1,060
	A	3	306	1	685
	A	3	307	1	830
	A	3	308	2	1,060
X	A	3	309	1	685
	A	3	310	1	863
	A	3	311	1	863
	A	3	312	1	685
	A	3	313	2	1,040
	A	3	314	1	863
	A	3	315	1	685

	A	3	316	1	685
X	A	3	317	1	685
	A	1	101	3	1,340
X	A	1	102	3	1,530
X	A	1	103	2	1,060
	A	1	104	2	1,060
X	A	1	105	1	685
	A	1	106	1	830
	A	1	107	2	1,060
X	A	1	108	1	685
	A	1	109	1	863
	A	1	110	1	863
	A	1	111	1	685
	A	1	112	2	1,040
	A	1	113	1	765
X	A	1	114	1	685
X	A	2	201	2	1,040
	A	2	202	3	1,340
	A	2	203	3	1,530
	A	2	204	2	1,060
X	A	2	205	2	1,060
	A	2	206	1	685
	A	2	207	1	830
	A	2	208	2	1,060
	A	2	209	1	685
	A	2	210	1	863
	A	2	211	1	863



June 30, 2021

To Whom It Concerns:

RE: Brian Bush
Chloes Path Apartments
Sisson Road
Harwich, MA 02645

Enterprise Bank has a longstanding and exemplary banking relationship with Mr. Bush. The Bank has provided numerous credit facilities to the subject including commercial, construction and residential loans. Mr. Bush is a valued customer of Enterprise Bank.

The Bank will continue to finance future projects for Mr. Bush subject to the Bank's normal loan underwriting and credit approval guidelines. We have reviewed the plans and information for the proposed 96-unit development at Sisson Road in Harwich, MA. We find the project to be feasible and have an interest in providing funding for the project.

Any questions regarding the above may be directed to the undersigned at (978)656-5516 or brian.bullock@ebtc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bullock', with a horizontal line extending to the right.

Brian H. Bullock
Chief Commercial Lender
Executive Vice President

XI. DEVELOPMENT SCHEDULE

Complete the chart below by providing the appropriate month and year. Fill in only as many columns as there are phases. If there will be more than three phases, add columns as needed.

	Phase 1	Phase 2	Phase 3	Total
Number of affordable units	<u>24</u>	_____	_____	<u>24</u>
Number of market units	<u>72</u>	_____	_____	<u>72</u>
Total by phase	<u>96</u>	_____	_____	<u>96</u>

Please complete the following chart with the appropriate projected dates:

	Phase 1	Phase 2	Phase 3	Total
All permits granted	<u>07/22</u>	_____	_____	_____
Construction start	<u>08/22</u>	_____	_____	_____
Marketing start – affordable units	<u>1/23</u>	_____	_____	_____
Marketing start – market units	<u>1/23</u>	_____	_____	_____
Construction completed	<u>10/23</u>	_____	_____	_____
Initial occupancy	<u>11/23</u>	_____	_____	_____

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

Please submit your Affirmative Fair Housing Marketing Plan (AFHMP), prepared in accordance with Section III of the 40B Guidelines, and a description of the lottery process that will be used for this project. This shall describe:

- Information materials for applicants that will be used that provides key project information;
- Eligibility requirements;
- Lottery and resident selection procedure;
- Any preference system being used (Note: if local preference is proposed for this project, demonstration of the need for local preference must be demonstrated and accepted by DHCD);
- Measures to ensure affirmative fair marketing including outreach methods;
- Application materials that will be used; and
- Lottery Agent.



your resource for Affordable Housing



**Chloe's Path Apartments
Harwich, Massachusetts
Cape Cod**

**Marketing and Outreach Plan
Lottery Plan**

Introduction

Chloe's Apartments is a proposed residential community to consist of 96 rental apartment homes in Harwich, MA which shall provide 24 affordable one, two & three bedroom homes to the areas affordable renters. The project is located on approximately 13 acres and will include 2 residential buildings with garage and surface level parking. The marketing program and minority outreach for Chloe's Apartments will be throughout the Cape Cod region to households in need of quality, affordable housing.

The apartment homes will be distributed based upon criteria established by the Department of Housing and Community Development (DHCD) and the Local Initiative Program (LIP). These apartment homes will be distributed in one lottery through two lottery pools: Local Preference Pool and Open Pool. The apartment homes will be made available to eligible applicants earning up to 80% of the Barnstable MSA median income, adjusted for household size.

The objective of the marketing program is to identify a sufficient pool of applicants for the available apartment homes. Based upon the lottery results, all applicants would have their proper rank in the appropriate pools. This will enable us to quickly determine who would have the first opportunity to lease an upcoming home.

Potential tenants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

What follows is a list of activities and materials we intend to utilize to assist in the projects affordable marketing, processing of the applicants and our attempts to reach out to the Barnstable MSA Area and area minority populations.

General Information

Chloe's Apartments is to be a newly constructed residential community of 96 apartments. These apartments will be located in 2 buildings with 48 apartments per 3 story building. Each building will have an elevator. Each building will contain approximately 12 affordable apartments and those homes will be a mix of one, two & three bedroom homes. The apartment homes will range in size from 685 square feet for a one bedroom home to approximately 1,340 square feet for a three bedroom home. The community will offer lounge areas within the buildings for residents, bike storage and walking paths for residents. The homes will feature stainless appliances, solid surface countertops and in-unit washer and dryers. These will all be smoke free buildings. Each unit (market & Affordable) will have one parking space located in the secured lower level parking garages and there will additional parking for resident usage. The projected unit mix and sizes are as follows (See Attached Unit Listings):



Home Type	Square Feet Per Home	Market #/Type	Affordable #/Type
One Bedroom	685-863	43	15
Two Bedroom	1040 - 1060	21	7
Three Bedroom	1340-1530	8	2

The 24 affordable homes will be distributed, by lottery, to households who meets the eligibility requirements and income requirements at or below 80% of the area median income, for the Barnstable MSA, adjusted for Household size. The following rents were determined using the 2021 income limits and utility allowances from Housing Assistance Corporation (See Attached Rent Sheet). Final rents will be determined prior to the lottery.

80% of Median

Barnstable MSA	Household Size	80% of Adjusted Median Family Income	Monthly Income	Max Rent (30% of monthly income)	Utility Allowance	Final Rent
One Bedroom	2	\$62,200	\$5,183	\$1,555	\$192	\$1,363
Two Bedroom	3	\$70,000	\$5,833	\$1,750	\$239	\$1,511
Three Bedroom	4	\$77,750	\$6,479	\$1,944	\$285	\$1,659

Tenants are responsible for their electric and heating bills. Water and Sewer will be provided by the Landlord.

Chloe's Apartments will be sponsoring an application process and lottery to rank the eligible program applicants and have hired MCO Housing Services, LLC as their lottery agent to oversee the process. MCO Housing Services, LLC of Harvard, MA, has been providing Lottery Services to area developers for over 20 years.

Marketing and Outreach Plan

Harwich is located on Cape Cod, approximately 84 miles southeast of Boston. Harwich is approximately 28 miles from the Cape Cod Canal. The site is extremely well located, being less 1 mile from the center of Harwich and relatively close to beaches and Route 6 & 28 providing easy access to the rest of Cape Cod.

Application availability and a public information meeting will be announced, with a minimum of two ads over a 60 day period, in the Cape Cod Chronicle/Harwich News and the Cape Cod Times. We will also work closely with the newspapers to have an article placed to ensure awareness of the project and the available affordable housing opportunities. Placement on the town website and cable channel will be pursued, along with emails to all town and school employees.

Minority outreach will be conducted through the Bay State Banner and El Mundo. A mailing will be sent to local social service and public organizations. A listing on www.massaccesshousingregistry.org and the MetroList websites will also announce the lottery and application availability.

MCO Housing Services will post Chloe's Apartments lottery information and application on line at www.mcohousingervices.com which will be available for immediate download by applicants. MCO Housing

Services, LLC will also send an email blast to our email list making all aware of the availabilities at Chloe’s Apartments. The email list at MCO Housing Services currently consist of over 14,000 individuals and families seeking affordable housing opportunities. Applications can be requested through MCO Housing Services, LLC by phone, in person or by email. Applications will also be available locally for pick up at the Harwich Town Hall (Town Clerks Office), The Chloe’s Apartments Leasing Office and the Harwich Public Library. MCO Housing Services, LLC can be reached at:

MCO Housing Services, LLC
 206 Ayer Road
 P.O. Box 372
 Harvard, MA 01451
 (978) 456-8388
 FAX: (978) 456-8986
 lotteryinfo@mcohousingservices.com

A Public Information Meeting will be held via Zoom where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. A confirmation letter or email will be sent to each eligible applicant with their lottery code after the application deadline. Lottery codes will be announced during the lottery drawing, to ensure applicant’s privacy.

Eligibility Criteria

1. Income can not exceed the following maximum allowable income guidelines, adjusted for household size, as follows:

Household Size	1	2	3	4	5	6
Up to 80% Max Gross Income Limits	\$54,450	\$62,200	\$70,000	\$77,750	\$84,000	\$90,200

This assumes a household size of 1-6 people. These income limits are subject to change by DHCD.

2. When Applicant assets total \$5,000 or less, the actual interest/dividend income received is to be included in the annual income. When assets exceed \$5,000, annual income is to include the greater of actual income from assets or a .06% of assets imputed income calculation. Assets divested at less than full market value within two years of application will be counted at full market value when determining eligibility.

3. Potential tenants may not own another home, including a home which may be in a Trust. The affordable unit must be their principal, full-time residence.

The lottery application is used to determine income eligibility so applicants have an opportunity to lease an affordable unit. An applicant with an opportunity to lease will also need to go through the leasing process as determined by the Leasing Agent and property developer. This process may include credit screening, CORI, minimum income requirements and landlord reference checks. If applicants do not pass the Leasing Office screening, they will not be able to lease a unit. The Leasing Office approval will be conducted after the lottery.

Each affordable tenant will need to have their income reviewed annually to maintain the affordable residence. Approximately 60 - 120 days before lease renewal, current affordable residents will need to provide updated financial documentation for Re-certification for continued eligibility. Current residents are considered income eligible for an affordable unit as long their household income does not exceed 140% of median income, adjusted for household size. Once household income exceeds 140% of the maximum allowable income, adjusted for household size, the tenant will no longer be an income-eligible tenant and will have the option of paying market rent or moving out at end of lease.

Complete financial documentation will be required to participate in the lottery. Applications will be logged in upon receipt and the review of applications will take place after the application deadline. Incomplete applications will not be included in the lottery and those applicants will be notified after the application deadline.

The distribution of affordable homes will be based upon household size preferences criteria established by DHCD. Specifically, the unit size you can request will be based upon the following:

1. There is a least one occupant per bedroom.
2. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
3. A person described in the first sentence of (2) above shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health. The lottery agent must receive reliable medical documentation as to such impact of sharing.
4. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
5. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorces or separation has begun or has been finalized, as set forth in the application.

There will be a percentage of handicapped accessible (Group IIA) units at the property. Since the buildings have elevators, all apartment homes are considered to handicapped adaptable (Group I). Disabled applicants may request reasonable accommodations or modifications of the housing, when such accommodations or modifications are necessary to afford the disabled person equal opportunity to use and enjoy the housing.

Lottery Process

Due to the nature of the affordable units' availability it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size and that program requirements are subject to changes in local, state or federal regulations. As has been mentioned, the final rents and maximum income will be established prior to the lottery.

There will be a total of 24 apartment homes being distributed at Chloe's Apartments which will be completed over an estimated 8 month time frame. These homes will be distributed by lottery through 2 pools – the local pool and the open pool. Up to 17 of the homes will be available to people qualifying for local preference in Bellingham. To qualify for local preference an applicant must meet one of the following criteria:

- Current Harwich Resident
- Employed by the Town of Harwich or the Harwich Public Schools
- Employee working in the Town of Harwich or with a bonafide offer of employment with a company located in Harwich.
- Parents of children attending the Harwich Public Schools

An applicant's proof of local preference will be required with the application submittal and will be verified by the Town if they have an opportunity to lease an apartment home. All applicants (including local applicants) will be included in the Open Pool.

The distribution of the 24 available apartment homes, by appropriate pool will be as follows:

<u>Building 1</u>	<u>Unit Type</u>	<u>Local Pool</u>	<u>Open Pool</u>	
	One Bedroom	11	4	
	Two Bedroom	5	2	
	Three Bedroom	1	1	
TOTALS		17	7	24

All applicants for a given pool will be pulled at the time of the lottery. This will establish the rankings for the distribution of the homes. Homes will be distributed first to households based upon their required number of bedrooms.

Once the lottery rankings have been determined and your income has been certified by MCO Housing Services, LLC your information will be forwarded to the Leasing Office for their credit and background checks. If the Leasing Office determines you are eligible, you will then be offered a specific unit.

If either the leasing office or MCO Housing Services, LLC determines you do not meet their eligibility criteria at that time, you will not be able to lease a unit.

Monitoring Agent and Tenant Annual Eligibility Certification

MCO Housing Services, LLC will act as Monitoring Agent in determining applicants’ income eligibility. The annual tenant re-certification will also be conducted by MCO Housing Services, LLC.

Waiting Lists, Re-Marketing or Continuous Marketing

Although owner/management agent standards for waiting lists or re-marketing the community to affordable prospects to generate sufficient applications after the initial rent-up stage may vary, the following are generally applicable: the wait list is re-opened when it contains less than the number of applicants anticipated to be placed in the next 12 months, or, if the waiting list has not closed, additional marketing is undertaken to generate at least enough applicants needed to fill the previous year’s vacancies. The specific guidelines from DHCD for these policies are included below.

a. Minimum Application Period

At such or similar points in time, consistent with a Developer or management agent’s policies and practices with respect to marketing and wait lists, when a wait list (whether for a project or a particular unit type) is re-opened or units are remarketed, a minimum application period during which applicants may receive and submit applications is required. The appropriate length of the application period may vary depending on the number of units that are or will become available. In some instances, 20 or more business days will be appropriate, but in no event shall the application period be less than 10 business days.

b. “First Come, First Served”

A “first-come, first-serve” method of generating the waiting list order of new applicants that apply during said application period shall not be permitted as it may present an impediment to equal housing opportunity for some applicants, including some applicants with disabilities. Therefore, a random selection or other fair and equitable procedure for purposes of adding persons to a wait list upon opening the wait list or remarketing

the units must be utilized, subject to the approval of the Subsidizing Agency. This does not require any changes to the wait list as it exists prior to adding the new applicants.

c. Continuous Marketing/Persons with Disabilities

If the wait list is not closed and marketing is ongoing continuously in order to generate sufficient applicants, then, so as to avoid a disparate impact on persons with disabilities who require a reasonable accommodation with the application process, including additional time to receive, complete and/or submit an application, and who therefore may be disadvantaged by wait list placement based upon the date/time of receipt of the application, the application will be date/time stamped prior to being mailed or otherwise provided to such applicants and upon submission of a complete application the household shall be placed on the wait list based upon such date/time stamp, *provided that* the application is returned or postmarked not more than 30 days of such date/time stamp. The ongoing affirmative and general marketing/outreach materials will contain language that explicitly gives notice of the availability of reasonable accommodations with respect to the application process and a telephone number for applicants who may want to request a reasonable accommodation and/or assistance with the application process.

Unit Turnover

The affordable and accessible units will be listed on the MassAccess website upon turnover.

Summary

This outreach program will ensure residents from Bellingham and the surrounding communities will be notified of the available opportunities at Chloe's Apartments and will ensure for the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Harwich to incorporate local requests and ideas.

As authorized representatives of Chloe's Apartments/ Kemah Apartments, LLC and MCO Housing Services, LLC, respectively each of us has reviewed this plan and agrees to implement this AFHMP, which shall be made effective as of the approval dates. Further, by signing this form, Chloe's Apartments/ Kemah Apartments, LLC agrees to review and update its AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonable related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate.

Brian Bush
Chloe's Apartments/ Kemah Apartments, LLC

DATE

Maureen O'Hagan
MCO Housing Services, LLC

DATE

Chloe's Path Apartments

LOTTERY APPLICATION

Application Deadline: TBD

For Office Use Only:
Date Appl. Rcvd: _____
Household Size: _____
Lottery Code: _____
Local: Yes/No

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Cell: _____ Work Telephone: _____

Email: _____

Have you ever owned a home? ___ If so, when did you sell it? ___

LOCAL PREFERENCE: (Check all that apply) Proof of Local Preference will be required if you have the opportunity to lease.

- Current Harwich Resident
- Currently employed by the Town of Harwich or the Harwich School Department
- Employees of local Harwich businesses or with an offer of bonavide employment from a company located in the Town of Harwich
- Household with children attending the Harwich School System

Do you have a Section 8 voucher (the units are **NOT** subsidized or income based): ___ Yes ___ No

Bedroom Size: ___ One Bedroom; ___ Two Bedroom; ___ Three Bedroom

Are you disabled: ___ Yes ___ No

Do you require a wheelchair accessible unit? ___ Yes ___ No

Do you require any adaptations or special accommodations? ___ Yes ___ No

Please explain: _____

The total household size is: _____

Household Composition (including applicant(s))

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____



FINANCIAL WORKSHEET: (Include all Household Income, which includes gross wages, retirement income (if drawing on it for income), business income, veterans' benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplemental second income and dividend income.)

Applicants Annual Base Income (Gross) _____
 Other Income, specify _____
 Co-Applicants Annual Base Income (Gross) _____
 Other Income, specify _____

TOTAL MONTHLY INCOME: _____

Household Assets: (This is a partial list of required assets. Complete all that apply with current account balances)

Checking (avg balance for 3 months) _____
 Savings _____
 Debit Card _____
 Stocks, Bonds, Treasury Bills, CD or Money Market Accounts and Mutual Funds _____
 Individual Retirement, 401K and Keogh accounts _____
 Retirement or Pension Funds (amt you can w/d w/o penalty) _____
 Revocable trusts _____
 Equity in rental property or other capital investments _____
 Cash value of whole life or universal life insurance policies _____

TOTAL ASSETS _____

EMPLOYMENT STATUS: (include for all working household members. Attach separate sheet, if necessary.)

Employer: _____
 Street Address: _____
 City/State/Zip: _____
 Date of Hire (Approximate): _____
 Annual Wage - Base: _____
 Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the apartment/unit. Please check the appropriate categories:

	Applicant	Co-Applicant	(#) of Dependents
Non-Minority	_____	_____	_____
Black or African American	_____	_____	_____
Hispanic or Latino	_____	_____	_____
Asian	_____	_____	_____
Native American or Alaskan Native	_____	_____	_____
Native Hawaiian or Pacific Islander	_____	_____	_____



SIGNATURES:

The undersigned warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to lease an affordable unit at Chloe's Path Apartments. I (we) understand if selected all information provided shall be verified for accuracy at the time of lease.

Signature _____
Applicant(s)

Date: _____

Signature _____
Co-Applicant(s)

Date: _____

See page XX for return information.



Chloe's Path Apartments

Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable units at **Chloe's Path Apartments** through the Mass Department of Housing and Community Development (DHCD) in Harwich, MA:

1. The gross annual household income for my family does not exceed the allowable limits as follows:

Household Size	1	2	3	4	5	6
Max Gross Allowable Income	\$54,540	\$62,200	\$70,000	\$77,750	\$84,000	\$90,200

Income from all family members must be included.

2. I/We understand the calculation of income will include the higher of actual income from assets (if over \$5,000) or an imputation of .06% of the value of total household assets which is added to a household's income in determining eligibility. Assets \$5,000 or less the actual interest/dividends earned will be added to a household's income in determining eligibility.
3. The household size listed on the application form includes only and all the people that will be living in the residence.
4. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
5. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to lease a unit. I/We understand that all application data will be verified and additional financial information may be required, verified and reviewed in detail prior to leasing a unit. I/We also understand that the Project's Owner will also perform its own screening to determine our eligibility to lease.
6. I/We understand that if selected I/we will be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will likely not have another opportunity to lease an affordable unit at Newburyport Crossing.
7. Program requirements are established by DHCD and are enforced by DHCD. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by DHCD is final.
8. I/We certify that no member of our family has a financial interest in Chloe's Path Apartment.
9. I/We understand there may be differences between the market and affordable units and accept those differences.
10. I/We understand if my/our total income exceeds 140% of the maximum allowable income at the time of annual eligibility determination, after the end of my then current lease term I will no longer be eligible for the affordable rent.



I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available units at Chloe's Path Apartments. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date

**Required Personal Identification and Income Verification Documents
TO BE RETURNED WITH APPLICATION**

Provide of all applicable information. Complete financial documentation is required and must be sent with your application to participate in the lottery. Incomplete applications will not be included in the lottery and the applicant will be notified after the application deadline.

Initial each that are applicable, and provide the documents, or write N/A if not applicable and return this sheet with your application.

1. ____ If you have a Section 8 Voucher or other Housing Voucher, you MUST provide a valid copy with your application.
2. ____ One form of identification for all household members, i.e. birth certificates, driver's license, etc.
3. ____ If you qualify for the Local Preference Pool, provide a copy of utility bills, voter registration etc.
4. ____ If you require a Special Accommodation you must request as part of your application and documentation is required, i.e. doctors letter, it MUST be included with the application.
5. ____ The most recent last five (5) **consecutive** pay stubs for all jobs (check/direct deposit stubs). For unemployment, copies of unemployment checks or DOR verification stating benefits received. Same for disability compensation, worker's compensation and/or severance pay.
 - **NOTE:** If you have obtained a new job within the last 12 months you must provide a copy of the Employment Offer Letter.
 - **NOTE:** If you are no longer working for an employer you worked for in the past 12 months, you must provide a letter from the employer with your separation date.
 - **NOTE:** You need to provide 5 pay stubs whether you are paid weekly, bi-weekly or monthly.
6. ____ Benefit letter providing full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts.
7. ____ Child support and alimony: court document indicating the payment amount, DOR statement. If you do not receive child support provide a letter stating, that you are not receiving child support. See attached form.



8. _____ If you are self-employed you MUST provide a detailed Profit and Loss statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns. Uber, Lyft, Grubhub, etc. are considered self employment.
9. _____ Federal Tax Returns – 2020 if completed. (NO STATE TAX RETURNS)
- **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.
 - **NOTE:** If you did not submit a tax return for the 2019 then you must provide a Verification letter of non-filing from the IRS. The form to request is 4506-T and can be found on irs.gov.
 - **NOTE:** If you filed your taxes and are unable to locate you can request the transcript of your Federal taxes by submitting form 4506-T to the IRS. The form can be found on irs.gov.
10. _____ W2 and/or 1099-R Forms: 2020
11. _____ Interest, dividends and other net income of any kind from real or personal property.
12. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:
 _____ Checking accounts – Last **three (3)** months of statements – EVERY PAGE - FRONT AND BACK.
- **NOTE:** If you have cash deposits or non payroll or income deposits you MUST identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.
 - **NOTE:** Do NOT provide a running transaction list of activity. You must provide the individual statements.
- _____ Pre-paid debit card statements – current month.
- **NOTE:** This is NOT your ATM/Debit card. This is usually a separate debit card statement showing income deposited directly onto the debit card, i.e. Social Security or other regular income.
 - **NOTE:** If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.
- _____ Saving accounts – last three months of full statements
- _____ Revocable trusts
- _____ Equity in rental property or other capital investments
- _____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds and Money Market Accounts including all individual retirement accounts, 401K, Keogh accounts and Retirement and Pension funds.
- _____ Cash value of Whole Life or Universal Life Insurance Policy.
- _____ Personal Property held as an investment
- _____ Lump-sum receipts or one-time receipts



13. ____ Proof of student status for dependent household members over age of 18 and full-time students. Letter from High School or College providing student status, full time or part time for current or next semester.
14. ____ A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application, i.e. letter from doctor.
15. ____ If the applicant is in the process of a divorce or separation, the applicant must provide legal documentation the divorce or separation has begun or has been finalized. Information must be provided regarding the distribution of family assets.

We understand if we do not provide all applicable financial documentation we will not be included in the lottery.

We understand that in such an event we will be notified after the application deadline that our application is incomplete.

We also acknowledge that MCO Housing Services, LLC will not make any changes to our application, before the deadline date.

Print Applicants Name(s): _____

Applicants Signature

DATE

Co-Applicants Signature

DATE

See page XX for return information.



Chloe's Path Apartments
Harwich, MA

Release of Information Authorization Form

Date: _____

I/We hereby authorize MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information. I/We direct any employer, landlord or financial institution to release any information to MCO Housing Services, LLC, Chloe's Path Apartments Leasing Office or any of its assignees and consequently the Projects Administrator, for the purpose of determining income eligibility for Chloe's Path Apartments in Harwich, MA.

A photocopy of this authorization with my signature may be deemed to be used as a duplicate original.

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address



Return the following to MCO Housing Services, LLC:

1. Completed, signed and dated application
2. Signed and dated Affidavit and Disclosure Form
3. Completed, signed and dated Required Personal Identification and Income Verification Documents Form
4. All required financial and other documentation
5. Complete, signed and dated *Release of Information Authorization Form*
6. Proof of Local Preference
7. Documentation for Special Accommodations
8. Identification for all household members

RETURN ALL, postmarked on or before the TBD application deadline to:

MCO Housing Services, LLC
P.O. Box 372
Harvard, MA 01451

Overnight mailing address: 206 Ayer Road, Suite 5, Harvard, MA 01451

Phone: 978-456-8388
FAX: 978-456-8986

Email: lotteryinfo@mcohousingservices.com

TTY: 711, when asked 978-456-8388

NOTE: If you are mailing your application close to the application deadline, you must go into the Post Office and have them date stamp and mail. We are advised mail from collection boxes are often sent to the central sorting facility which only use bar codes and may not date stamp your mail. This will not allow to verify you have met the time deadline. *If we receive an application after the deadline with only a barcode, it will be counted as a late application and will not be included in the lottery.*





FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income <input type="button" value="Explanation"/>	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Barnstable Town, MA MSA	\$89,300	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	34,050	38,900	43,750	48,600	52,500	56,400	60,300	64,200
		Extremely Low Income Limits (\$)* <input type="button" value="Explanation"/>	20,450	23,350	26,250	29,150	31,500	35,580	40,120	44,660
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	54,450	62,200	70,000	77,750	84,000	90,200	96,450	102,650

NOTE: Harwich town is part of the **Barnstable Town, MA MSA**, so all information presented here applies to all of the **Barnstable Town, MA MSA**.

The **Barnstable Town, MA MSA** contains the following areas:

BARNSTABLE COUNTY, MA TOWNS OF Barnstable Town city, MA; Bourne town, MA; Brewster town, MA; Chatham town, MA; Dennis town, MA; Eastham town, MA; Falmouth town, MA; Harwich town, MA; Mashpee town, MA; Orleans town, MA; Provincetown town, MA; Sandwich town, MA; Truro town, MA; Wellfleet town, MA; Yarmouth town, MA; and Yarmouth town, MA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality Housing Assistance Corp.	Unit Type Multi	Date (mm/dd/yyyy) 12/1/19
---	---------------------------	-------------------------------------

Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	43	49	55	62	68	74
	b. Bottle Gas	72	85	98	112	126	140
	c. Oil / Electric	57/47	66/54	77/71	88/87	99/103	110/120
	d. Coal / Other						
Cooking	a. Natural Gas	4	5	7	9	12	14
	b. Bottle Gas	8	10	14	19	23	27
	c. Oil / Electric	10	12	17	22	27	32
	d. Coal / Other						
Other Electric	37	44	61	78	95	112	
Air Conditioning							
Water Heating	a. Natural Gas	10	12	17	23	28	33
	b. Bottle Gas	20	24	34	45	56	66
	c. Oil / Electric	16/25	19/30	27/38	35/46	44/55	52/63
	d. Coal / Other						
Water	48	50	62	81	99	118	
Sewer							
Trash Collection	14	14	14/14	14	14	14	
Range/Microwave							
Refrigerator	52	52	52	52	52	52	
Other - specify TOTALS		† 192	† 239	† 285			

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented.

Name of Family _____ Address of Unit _____ Number of Bedrooms _____	Utility or Service	per month cost
	Heating	\$ _____
	Cooking	_____
	Other Electric	_____
	Air Conditioning	_____
	Water Heating	_____
	Water	_____
	Sewer	_____
	Trash Collection	_____
	Range/Microwave	_____
Refrigerator	_____	
Other	_____	
Total	\$ _____	



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: 2021 Income Limits

PROPERTY: Sisson Road Apartments

FMR AREA: Dukes County

FINANCING PROGRAM: DHCD

Utility Allowance: Housing Assistance Corporation As of: 12/1/2019

* 30% of Median

Dukes County	Household Size	80% Median Income	Monthly Income	Max Rent*	Utility Allowance*	Final Rent
1 Bedroom	2	\$62,200	\$5,183	\$1,555	\$192	\$1,363
2 Bedroom	3	\$70,000	\$5,833	\$1,750	\$239	\$1,511
3 Bedroom	4	\$77,750	\$6,479	\$1,944	\$285	\$1,659

* HUD Form Attached



SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	734 SQ. FT.	1,044 SQ. FT.	1,416 SQ. FT.	-
SQ. FT. RANGE	689-863 SQ. FT.	1,040-1,090 SQ. FT.	1,240-1,530 SQ. FT.	-
FIRST FLOOR	8	4	2	14
SECOND FLOOR	10	6	2	17
THIRD FLOOR	11	9	1	21
TOTAL	29	19	5	48 UNITS TOTAL

APPRODABLE HOME
LOCATIONS
(A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- COMMUNITY SPACE
- RENTAL OFFICE
- UTILITY/STORAGE

1 CONCEPTUAL 1ST FLOOR PLAN
1/8" = 1'-0"

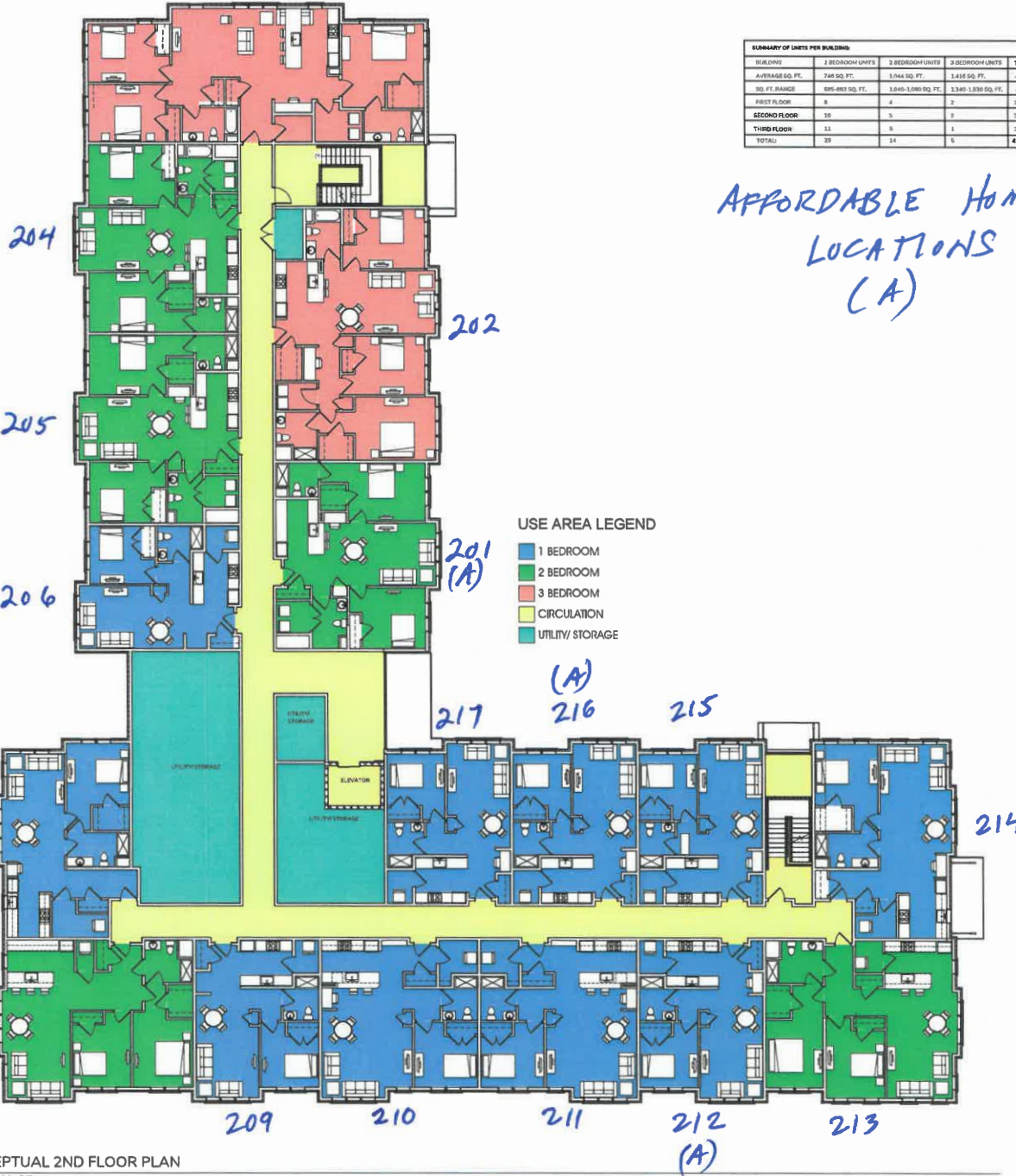
DATE ISSUED:	06.18.2021	
REVISIONS		
NO.	DESCRIPTION	DATE

DRAWN BY: Author
SCALE: As Indicated

DRAWING NO.
SD-1.1

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SUMMARY OF UNITS PER BUILDING				
BUILDING	2 BEDROOM UNITS	3 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,416 SQ. FT.	-
SQ. FT. RANGE	695-893 SQ. FT.	1,040-1,090 SQ. FT.	1,340-1,830 SQ. FT.	-
FIRST FLOOR	8	4	2	14
SECOND FLOOR	10	5	3	17
THIRD FLOOR	11	6	1	18
TOTAL	29	14	6	48 UNITS TOTAL

AFFORDABLE HOME
LOCATIONS
(A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE

① CONCEPTUAL 2ND FLOOR PLAN
1/8" = 1'-0"

303

(A) 304

305

306

307

308

309

310

311

312

313

302

301

(A) 317

316

315

314

SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,416 SQ. FT.	-
SQ. FT. RANGE	681-893 SQ. FT.	1,040-1,099 SQ. FT.	1,341-1,539 SQ. FT.	-
FIRST FLOOR	8	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	29	14	5	48 UNITS TOTAL

AFFORDABLE HOME LOCATIONS (A)

USE AREA LEGEND

- 1 BEDROOM
- 2 BEDROOM
- 3 BEDROOM
- CIRCULATION
- UTILITY/STORAGE

1 CONCEPTUAL 3RD FLOOR PLANS
1/8" = 1'-0"

DATE ISSUED:	06.18.2021	
REVISIONS:		
NO.	DESCRIPTION	DATE

DRAWN BY: Author
SCALE: As Indicated

DRAWING NO:
SD-1.3

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XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

1. Letter of support signed by Chief Elected Officer of municipality – **See Section II**
2. Letter of support from local housing partnership (if applicable)
3. Signed letter of interest from a construction lender - **See Section IX**
4. Map of community showing location of site - **See Section I**
5. Check payable to DHCD - **See Section I**
6. Rationale for calculation of affordable purchase prices or rents (see Instructions)
See Section XII
 - HUD Income Limits Form
 - HAC Utility Allowances
 - Affordable Rent Calculations by Bedroom Size
7. Copy of site control documentation (deed or Purchase & Sale or option agreement) - **See Section VI**
8. 21E summary (if applicable)
9. Photographs of existing building(s) and/or site - **See Section VIII**
10. Site Plan showing location of affordable units – **See Section XII**
11. Sample floor plans and/or sample elevations - **See Section VII**
12. Proposed marketing and lottery materials- **See Section XII**

N. B.: Appraisal: DHCD will commission an appraisal, for which the sponsor of the project will pay. We will not issue a Project Eligibility Letter until that appraisal has been completed and accepted by DHCD.

NOTE – The Following page is a copy of an APPROVED by Right Subdivision of the property. This is the basis of the value of the sale and can be utilized by DHCD’s Appraiser.

**By RIGHT Subdivision Plan
APPROVED**

REGISTERED AND RECORDED
ON SEP 19 10 45
REGISTRY OF DEEDS



OWNERS OF RECORD:
LOUIS J. SOBRANNA, JR., TRUSTEE
QUINCY REALTY TRUST
DEED BOOK 17468 PAGE 70
PLANN BOOK 335 PAGE 21
ASSESSORS MAP 51, PARCEL D-4

ARTHUR F. DOANE, JR.
VIRGINIA DOANE
DEED BOOK 1413 PAGE 465
ASSESSORS MAP 51, PARCEL D-3

ADJACENTS:
A.J. SAKA, L. DONNELLY
DEED BOOK 27688 PAGE 53
ASSESSORS MAP 51 PARCEL A-1

D.J. WALTER FORSTER
DEED BOOK 12554 PAGE 315
ASSESSORS MAP 51 PARCEL A-2

C.J. GARY, J. ZELCH
ELIZABETH D. ZELCH
DEED BOOK 4941 PAGE 112
ASSESSORS MAP 51 PARCEL A-3

D.J. KENNETH & MELISSA SCOUTHWORTH
DEED BOOK 25553 PAGE 262
ASSESSORS MAP 31 PARCEL A-4

E.J. THOMAS & GARGI TRIBBIT
DEED BOOK 25734 PAGE 122
ASSESSORS MAP 31 PARCEL A-5

LEGEND



WETLAND

ZONING TABLE										
ZONING REGULATIONS - LOW DENSITY - R2 (HARMONCH REQUIREMENTS)										
SUBJECT	REQUIRED	LOT #1	LOT #2	LOT #3	LOT #4	LOT #5	LOT #6	LOT #7	LOT #8	LOT #9
FRONTAGE FEET	150	50'±	53'	150'	150'	150'	151'	279'	NA	NA
LOT SIZE (S.F.)	40,000	43,289±	43,787±	40,276±	40,690±	40,253±	74,810±	54,543±	170,547±	17,239±
FRONT YARD SETBACK	25 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
SIDE YARD SETBACK	50 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
REAR YARD SETBACK	50 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
BUILDING COVERAGE	15%	NA	NA	NA	NA	NA	NA	NA	NA	NA
SITE COVERAGE	20%	NA	NA	NA	NA	NA	NA	NA	NA	NA
BUILDING HEIGHT	30 FEET	NA	NA	NA	NA	NA	NA	NA	NA	NA
LOT SHAPE	22	21.83	19.50	21.72	21.37	21.47	20.05	20.27	NA	NA

AREA OF NEW LAND PARCEL (A-1) AND REMAINDER OF B1:
APPROXIMATE TOTAL AREA = 575,330 SF± OR 13.1± AC±
APPROXIMATE UPLAND AREA = 405,190 SF± OR 9.26 AC±
APPROXIMATE WETLAND AREA = 172,130 SF± OR 3.95 AC±

NOTE: LOTS 8 THROUGH 16 CONTAIN NO WETLAND AREA. THE PROPERTY LINES ARE THE EDGE OF THE WETLAND. LOT 2 CONTAINS 1.785 SF± OF WETLAND AREA.
TOTAL ROAD AREA = 50,197 SF± OR 1.15 AC±.
NOTE: LOTS 8 AND 9 ARE UNBUILDABLE LOTS.

BOARD OF HEALTH REQUIREMENTS:
REFER TO THE HARMONCH BOARD OF HEALTH APPROVAL WITH CERTIFICATE FROM STATE SANITARY CODE, 815A, TO THE DEVELOPMENT, LLC.

DATE: Jan 16, 2011

Arthur N. Dumas
CLERK OF THE TOWN OF HARMONCH, HENRY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDED OF SAID NOTICE.

Carroll Dumas
HARMONCH TOWN CLERK

SEE COVENANT TO BE RECORDED HEREWITH:
HARMONCH PLANNING BOARD

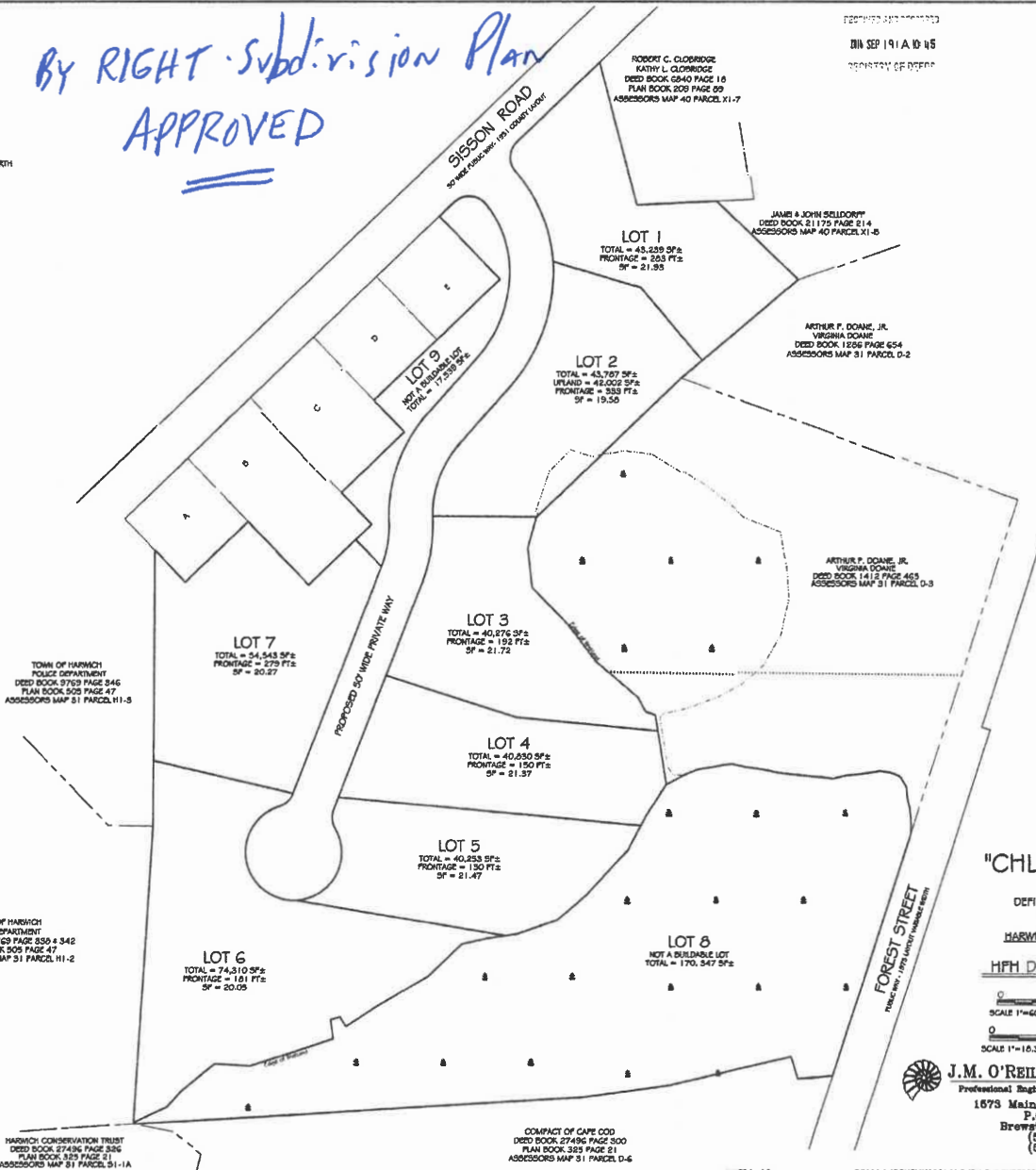
DATE: _____

Mark O'Brien
Joseph M. O'Reilly
Thomas J. O'Reilly
James C. Keegan

TOWN OF HARMONCH
FIRE DEPARTMENT
DEED BOOK 9769 PAGE 330 & 342
PLAN BOOK 505 PAGE 47
ASSESSORS MAP 51 PARCEL H1-2

HARMONCH CONSERVATION TRUST
DEED BOOK 27436 PAGE 236
PLAN BOOK 325 PAGE 31
ASSESSORS MAP 51 PARCEL 51-1A

COMPACT OF CAPE COD
DEED BOOK 27436 PAGE 300
PLAN BOOK 325 PAGE 21
ASSESSORS MAP 51 PARCEL D-6



FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS EFFECTIVE JANUARY 1, 1976 AND AMENDED JANUARY 7, 1986.

DATE: _____

Professional Seal
PROFESSIONAL SURVEYOR

PRELIMINARY PLAN
DATE OF APPLICATION: 10-20-2010
DATE OF APPROVAL: 11-11-2010

DEFINITIVE PLAN
DATE OF APPLICATION: 12-15-2010
DATE OF APPROVAL: _____
DATE OF SIGNING: _____

"CHLOE'S PATH"

DEFINITIVE SUBDIVISION
PLAN OF LAND
IN
HARMONCH, MASSACHUSETTS
FOR
HFM DEVELOPMENT, LLC

SCALE 1"=60' DECEMBER 14, 2015
SCALE 1"=10.30 METERS DECEMBER 14, 2015
REVISED 5-7-2016

J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services
1675 Main Street - Route 6A
P.O. Box 1773
Brewster, MA 01831
(508)896-6601
(508)896-6602

666 20



TOWN OF

HARWICH

732 Main Street
Harwich, MA 02645

CONSERVATION COMMISSION

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

August 2, 2021

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

This memo is in response to the letter the Conservation Commission was copied on from Robert and Andrea Doane, abutters to the potential Chloe's Path project. This memo is not a legal opinion; any legal opinion desired regarding the proposed project and/or how this project relates to the existing Protective Covenant for the property referenced in the letter from the Doane's should be from Town Counsel. The covenant was a requirement of the State Division of Fish and Wildlife's Natural Heritage and Endangered Species Program (NHESP). I have reached out to NHESP and received correspondence from Misty-Anne Marold, Senior Endangered Species Review Biologist, that she has not had any correspondence for this property since 2018. Misty notes the following in her email to me:

"The 40B regulations do not change their requirements under the MESA. The MESA regs require that they come to us for review; however, it is up to the owner/developer with a project subject to the MESA to determine when they consult with our office. The only requirement is that they come to us before they begin any work. Since this site has an existing MESA review and Determination under which they began work (e.g., clearing, installed the road), they will have to come to us to discuss any change to the previously approved plan and resulting land protection. Based on their new plans, we would advise them of the potential pathways available to them under MESA."

I have attached the letter from NHESP for the project to construct Chloe's Path roadway. In order to start the construction of the roadway, the applicant also had to file with the state NHESP, specifically under the Massachusetts Endangered Species Act (MESA), as this property is known habitat for Eastern Box Turtle, a state-listed 'Species of Special Concern.' The Conservation Commission's Orders of Conditions also required that the applicants furnish all documents required under MESA to the Commission as well. We are in receipt of the 2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan by EcoTerra Design & Consulting.

The determination by NHESP was for a 7 lot subdivision. This project proposal has now changed to a 96 unit complex.

I will comment on the previous permit to install the road and utilities, and on what the applicant will have to file with the Conservation Commission if they wish to permit the proposed 40B project as designed.

In 2016 the Conservation Commission issued a permit to install the road, road drainage, and utilities of Chloe's Path, a 7-lot subdivision. The 8th lot was primarily wetland, and was donated to the Town. A copy of the plan the Conservation Commission approved has been sent electronically to Administration to provide to the Board. As you will see, only a small portion of the work was proposed in the 100' buffer to the wetland. A letter was sent from this department alerting the applicant that the permit was about to expire, but we received no word. This permit expired on 2/18/2019. We have not received a Request for a Certificate of Compliance from the applicant, HFH Development. If all work under this permit has been completed, they should request a Certificate of Compliance to officially close the project out. No work can occur within the wetlands or 100' buffer at this time, as there is no active permit. If not all the Special Conditions of that permit have been met, the applicant must re-apply with the Conservation Commission to finish them.

In regards to the proposed project currently under review with the Town, I offer the following:

1. If requested, the local Zoning Board of Appeals (ZBA) can waive review under the local bylaw, including the Harwich Wetlands Protection Bylaw Chapter 310. To my knowledge, this project has not been filed with the ZBA as of the date of this memo.
2. The Conservation Commission will need to review the project under the State Wetlands protection Act and Regulations Chapter 310 Section 40 and 310 CMR 10.00. This will be a Notice of Intent hearing in front of the Conservation Commission, and this will be a public hearing.
3. The Conservation Commission will not close a hearing on a project the applicant has gotten approval from NHESP, so it would be best if they file with NHESP first.
4. The current proposed site plan is entitled 'Chloe's Path Housing' by J.M. O'Reilly & Assoc. shows the proposed work to be outside the 50' wetland buffer zone. No structure appears to be within the 100' wetland buffer, which is the extent of the Conservation Commission's jurisdiction under the state Wetlands Protection Act. Clearing, grading, and vehicular access behind the building would be in the 100' wetland buffer as proposed. When was the last wetland delineation done on this property and by whom? If they are relying on the 2016 delineation, it is no longer valid, and needs to be re-done by a professional wetland scientist.



Commonwealth of Massachusetts

Division of Fisheries & Wildlife

MassWildlife

NOT

NOT

Jack Buckley, Director

AN

AN

July 22, 2016

OFFICIAL COPY

OFFICIAL COPY

HFH Development LLC
PO Box 612
North Chatham, MA 02650

Quivet Neck Realty Trust
c/o Louis Seminara
Seminara Construction Co., Inc.
Box 1219
South Dennis, MA 02660

Applicant: Peter Donovan, HFH Development LLC
Project Location: 0 Forest Street, Harwich (between 211 & 225 Sisson Road)
Barnstable Registry of Deeds, Book 17492, Page 70
(the "Property")
Project Description: Construction of a proposed residential subdivision (7 houses)
NHESP File No.: 06-20086

Dear Applicant:

The Massachusetts Division of Fisheries & Wildlife's Natural Heritage & Endangered Species Program (the "Division") previously received a MESA Project Review Checklist, project plans, and other required materials for review pursuant to the Massachusetts Endangered Species Act (MGL c.131A) and its implementing regulations (321 CMR 10.00) (MESA).

The Division has determined that the proposed project is located within the mapped *Priority Habitat* of the Eastern Box Turtle (*Terrapene carolina*), state-listed as "Special Concern" according to the Massachusetts Natural Heritage Atlas (13th Edition). This species and its habitats are protected pursuant to the MESA. A Fact Sheet for this species can be found on our website, www.mass.gov/nhesp.

The Division issued a determination for an eight-lot cluster subdivision on this Property (issued October 27, 2009). The Applicant recently submitted revised, preliminary site plans to the Division for review pursuant to the MESA, in which the project has been revised to a conventional seven-lot subdivision (Attachment 1). The Applicant also proposes the permanent protection of Lot 9 and Lot 8 as open space and wildlife habitat. Lots 8 will be conveyed to the Harwich Conservation Commission. Parcel B-1 (Attachment 3) will be conveyed to an abutter subject to a Division-approved Declaration of Restriction. The Division has determined that the revised seven-lot conventional subdivision, as shown on the revised preliminary site plans (Attachment 1), must be conditioned in order to avoid a prohibited "take" of state-listed species (321 CMR 10.18(2)(a)). The following conditions must be met:

1. Final Site Plan(s): Prior to the start of work, the Applicant shall submit final site plan(s) for the Division's review and approval for the entire property. Final site plan(s) shall include Lots 1-9 and www.mass.gov

- Parcel B-1. The final site plan(s) shall show proposed permanent and visible monuments/bounds along the approved limits of work, including monument locations and design details (e.g., granite post, iron stake, cement post, etc.; measurement, height above ground, etc.). Signs shall be located between the individual house lots and the open space parcels.
- (a) Prior to sale, transfer or change in ownership from the Applicant, the monuments/bounds and signs shall be installed as indicated in the Division-approved monumentation plan and detail. Said monuments shall be maintained and repaired or replaced by the owner of the residential lot as necessary.
- (b) Prior to sale, transfer or change in ownership from the Applicant, the signs between the lots and open space shall be installed.
2. **Recordation:** Prior to the start of work, the Applicant shall record the below-indicated documents in the Barnstable County Registry of Deeds or the Land Court for the district in which the Property is located. The Applicant shall provide the Division with proof of said recordation within five (5) business days of recording.
- (a) **MESA Determination:** This determination shall be recorded so as to become a record part of the chain of title for the Property.
- (b) **Final Site Plan:** After review and approval by the Division, the final site plan(s) shall be recorded so as to become a record part of the chain of title for the Property.
- (c) **Deed for Lot 8:** The Applicant shall record the deed, as approved by the Division by email on May 20, 2016, showing proof of conveyance of Lot 8 to the Harwich Conservation Commission.
- (d) **Deed and Declaration of Restriction for Parcel B-1:** The Applicant has elected to convey Parcel B-1 to an abutter, but we note this was not a Division-requirement. If the Applicant does, in fact, elect to convey Parcel B-1 to the abutter, then the Applicant shall:
- Provide proof of recording the Division-approved deed and Declaration of Restriction, last reviewed by email on 6/28/2016, and final site plan(s) so as to become a record part of the chain of title for Parcel B-1. The final site plan for Parcel B-1 shall be consistent with Attachment 3 referenced below.
 - The Division notes that the Declaration of Restriction allows, for a limited time, for the limited planting of native shrubs as well as limited vegetation management around the pump house and within the "Native Shrub Area."
- (e) **Chloe's Path Protective Covenants:** The Applicant shall submit a final draft of the "Chloe's Path Protective Covenants" (last revision reviewed by the Division dated 4-6-2016, edited and sent from the Division to Attorney Norcross on May 11, 2016) to the Division for review and approval. Upon receiving written approval by the Division, the Applicant shall provide proof of recording said Covenants so as to become a record part of the chain of title for the Property, excluding Parcel B-1.
3. **Turtle Protection Plan (Attachment 2):** All work shall be conducted in compliance with the 2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan referenced below (Attachment 2), unless otherwise approved in writing by the Division.
4. **Symbolic Flagging:** Prior to the start of work, symbolic flagging shall be erected around the limits of work shown on the revised preliminary site plans (Attachment 1; which is cross-hatched and labeled as "Limits of Potential Disturbance") and maintained throughout the construction period. Upon completion of all construction activities and site stabilization, said flagging shall be removed and properly disposed of. Permanent bounds, see Condition 1, shall be installed.

5. Compliance Report: Within thirty (30) days of completing construction of each of the seven (7) residential house lots, the Applicant shall file a brief written report to the Division confirming that all exterior work is complete on the indicated lot.

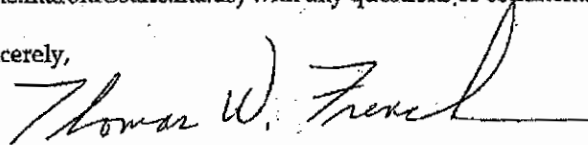
6. This determination shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act (WPA) Regulations (310 CMR 10.37, 10.58(4)(b), 10.59). If the Conservation Commission requires additional Notice of Intent filings (e.g., for each house lot), the Division must receive a copy of those filings for review pursuant to the rare wildlife provisions of the WPA (310 CMR 10.59).

Provided the above-noted conditions are adhered to and there are no changes to the final, Division-approved site plans and associated work, this Project will not result in a "take" of state-listed species. The Division notes that any future projects or activities proposed on the Property which are (a) located outside of the approval of the limit of Work shown on the site plan, (b) not exempt from review pursuant to 321 CMR 10.14, and (c) located within mapped Priority Habitat as indicated in the Massachusetts Natural Heritage Atlas, will require review by the Division pursuant to MESA. Furthermore, 321 CMR 10.16 provides that projects shall not be segmented or phased to evade or defer the review requirements under MESA. If the Division determines, based on the considerations provided for in 321 CMR 10.16, that a future project or activity proposed on the Property is part of a larger common project or scheme, it may evaluate the cumulative impacts of the existing and proposed segments of the common project when reviewing the future proposed project or activity pursuant to MESA.

This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the plans referenced above may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please do not hesitate to contact Misty-Anne R. Marold, Senior Review Biologist, at (508) 389-6356 (misty-anne.marold@state.ma.us) with any questions or comments you may have.

Sincerely,



Thomas W. French, Ph.D.
Assistant Director

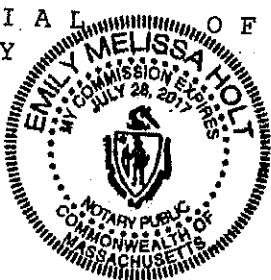
cc: William A. Manganiello, Law Offices of William A. Manganiello (lawyerone@tmlp.com)
Scott Egan, AECOM

Documents Attached:

Attachment 1:	PRELIMINARY GRID SUBDIVISION PLAN SHOWING PROPOSED LIMIT OF ACTIVITY, Conceptual Plan of Land in Harwich, Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015).
Attachment 2:	2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan, Sisson Road, April 5, 2016
Attachment 3:	Approval Not Required Plan of Land in Harwich Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015). Parcel B-1 will be reserved for limited use by the landowner for planting and management of native shrubs.

On this 22nd day of July, 2016, before me, the undersigned notary public, personally appeared Thomas W. French, Ph.D., Assistant Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY



Emily Melissa Holt
Emily Melissa Holt, Notary Public
My Commission expires: July 28, 2017



**Town of Harwich
Board of Health**

732 Main Street Harwich, MA 02645
508-430-7509 – Fax 508-430-7531
E-mail: health@town.harwich.ma.us

July 22, 2021

Chloe's Path Comments

Increased housing is a necessity in Harwich, and on Cape Cod in general. This project is an excellent way to assist many individuals in the area in need of housing. Social Determinants of Health, which are included in Healthy People 2030, lay out that safe housing, transportation, and neighborhoods are major factors that impact overall health and well-being. This project is proposed in a safe, and convenient location. The bus stop is a great addition for public transportation options. The Cape in general is typically not walkable, but this location does provide a variety of areas that are walkable, such as the grocery store and Main Street stores and restaurants. Although I fully support this proposal, I do have the following comments and suggestions:

1. I suggest having a strict recorded occupancy limit in writing for each individual dwelling unit. Many one bedroom or studio units are being proposed, and I foresee a potential issue with occupancy limits arising. If the lease agreement holds the condition of maximum occupancy, that may be a way to remediate a potential issue of overcrowding.
2. Shared spaces are important for social and mental health. I suggest thought goes into having multiple common area for socializing, as well as an on-site gym or workout facility.
3. Since there are units with multiple bedrooms, families will be present on site. It would be an appropriate addition to have a designated playground or play area for children.
4. Many housing units restrict or limit pets. Cape Cod is a very pet friendly location, and I would love to see pets allowed. A small designated fenced in area for pets would mimic many off Cape facilities.
5. The first floor space would be perfect for a small coffee shop or convenience store. This would require additional permits, but is something to consider to improve resident's possibilities.
6. Smoking should be banned from the property. If it's not feasible to ban smoking on the entire property, I suggest it should be prohibited indoors or within 50 feet of the building.
7. All requirements from 105 CMR 410.00, Minimum Standards of Fitness for Human Habitation, must be met and maintained.
8. Either a groundwater discharge permit or sewer permit must be obtained prior to building permit approval.

Please contact me should you have any follow-up questions. Thank you for your attention to these comments and suggestions.

-Katie O'Neill, Harwich Health Director

From: Jon Idman
Sent: Monday, July 19, 2021 4:45 PM
To: Meggan Eldredge
Subject: RE: Proposed Affordable Housing Apartments

Hi Meggan,

The project site is within mapped rare species habitat under MESA, which requires state permitting and approval for the project by NHESP.

Based our preliminary discussions, the applicant acknowledges, albeit in a general way, the need to modify the existing NHESP approval as it was predicated on the previously proposed 7 lot single family residential subdivision and not the current multifamily 40B project. We could ask what further discussions or progress the applicant has made with NHESP regarding the MESA permit modification.

It might benefit the town (and the applicant) to better understand at an early stage what might be required to modify the existing MESA/ NHESP approval for the project site.

The MESA/ NHESP approval fundamentally affects the siting of the building under the 40B proposal, though I recognize that such approval is independent and outside of the ZBA's 40B jurisdiction and review.

The proposed building is sited in an area that is restricted from development under the existing, recorded MESA/ NHESP approval documents, among other outstanding limitations or requirements set out in that approval.

Jon

From: Chief David J. Guillemette
Sent: Wednesday, July 21, 2021 2:30 PM
To: Meggan Eldredge
Cc: Deputy Chief Kevin Considine
Subject: RE: Proposed Affordable Housing Apartments

Hi Meggan,

Re: Chloe's Path development

PD concerns include impact of increased traffic entering from Sisson Road and exiting onto Sisson Road from the sole access road.

There also appears to be sight line issues in both directions when exiting Chloe's onto Sisson Road

The proximity of the development to the rear and side of our facility will require new fencing, signage and additional cameras to secure our back and side lots.

Sincerely,

David J. Guillemette
Chief of Police



Harwich Police Department
183 Sisson Road
Harwich, MA 02645

Joe Powers

From: Carpenter, Scott
Sent: Thursday, July 22, 2021 11:17 AM
To: Joe Powers
Subject: 40B Development Behind the Police/Fire Station

Joe,

Brian Bush from Heritage Properties proactively reached out to me for my insights on the 40B development proposed behind the fire/police station. I also went to the abutters meeting Monday evening at the conference room in the public safety building.

From a school perspective, I don't see any problems with the project and its proximity to Monomoy but have one minor reservation regarding traffic flow during Harwich Elementary drop-off and pick-up times. As it is, the number of cars coming to pick up or drop off students at the elementary school often finds cars backed up onto Sisson Road. While this is a fleeting daily occurrence, we can expect that a 90+ unit apartment building in the vicinity will only magnify the congestion. I don't have an easy solution and can't make all families take advantage of the free bus transportation provided by the district.

I am concerned about the aesthetics of the project, not that this will impact the school or its functions. The choice to have this be a three-story structure, slightly visible above the treeline seems odd. If the project were only two stories and roughly 60+ units, it would be nestled and largely out of sight, but three stories make it taller than the high school (the largest building around). I don't see how the design fits within the Harwich and Cape Cod landscape as a three-story structure.

From a housing perspective, I'm hopeful that the affordable housing units will be available to and accessed by young families and challenged Brian with a goal of seeing at least 18 children accessing the 38 two and three-

bedroom apartments in such a project. I am also hopeful that the apartment units could mitigate some of the lack of housing available in the region, particularly for those with financial need.

It's not just those with financial need who are hurting because of the current housing crisis. This is will be my ninth year here at Monomoy, and for the first time, we are finding ourselves unable to hire some great teachers because they can't find housing after we offer them a position. I've lost three finalists this year because of a lack of housing. There is a major need for reasonably priced, year-round, housing for our municipal/school employees.

Feel free to share this email with your Board if you think it would be helpful in their decision-making.

Scott

Scott Carpenter, Ed.D.
Superintendent
Monomoy Regional Schools
425 Crowell Road, Chatham, MA 02633
Office: 508-945-5130

From: Richard Waystack
Sent: Wednesday, July 14, 2021 3:38 PM
To: Ellen Powell; Joe Powers
Cc: Meggan Eldredge
Subject: Re: Proposed Affordable Housing Apartments

Good afternoon! Thank you for forwarding the proposal for Chloe's Path. My two questions are, the affordable rents are what are normally charged for market rate locally (as a Landlord with 6 rental units) and on the Sisson Road example, they used Dukes County data, and who will manage the apartments when completed? Will there be an on-site manager or management company present?

Pleased to see the thought of apartments, but the rents seem high for "affordable" and the plan seems to be geared specifically to housing vouchers in particular.

Thanks!

My very best,

Richard Waystack, CRS

2020 National President, Residential Real Estate Council (CRS)

Executive Broker, Platinum Member

Jack Conway Real Estate, License #136018-B

rwaystack@waystack.com

Text or Cell: 508-776-0964

www.waystack.com

Thank you for trusting me with your referrals!

From: jon.chorey
Sent: Thursday, July 15, 2021 9:54 AM
To: Ellen Powell
Cc: Joe Powers; Meggan Eldredge
Subject: Re: Proposed Affordable Housing Apartments

Thanks Ellen for letting me know about this project. Is this project of off Sisson Road? Do you have a link to information that is on the Town web-site?

Thanks again,

Jon

Law Office of Singer & Singer, LLC

26 Upper County Road
P. O. Box 67
Dennisport, Massachusetts 02639

Andrew L. Singer
Marian S. Rose

Myer R. Singer (1938-2020)

Tel: (508) 398-2221
Fax: (508) 398-1568
www.singer-law.com

Harwich Board of Selectmen

Proposed Chloe's Path Affordable, Mixed-Income Housing Development

Presentation Handout (July 26, 2021)

Introduction

1. Proposed Affordable, Mixed-Income Housing Development (Chloe's Path Apartments)
 - Number of buildings (2), apartments (96 total with mix of 1-, 2-, and 3-bedrooms), and parking (open, at-grade and covered, underneath buildings)
2. Urgent Need for Rental Housing in Harwich
 - The lack of rentals is a crisis – Harwich Housing Production Plan, Harwich Local Comprehensive Plan, Harwich Affordable Housing Trust, Market Study
 - Provide year-round opportunities for young people to stay on Cape or return home – teachers, nurses, firefighters, police officers, landscapers, restaurant and hotel staffs, service industry workers, professional office staffs
3. Local Initiative Program (Friendly-40B) Process and Benefits
 - Board of Selectmen have the opportunity to provide more local input and control than with traditional 40B subsidy program
 - Board of Selectmen endorses initial concept of affordable, mixed-income housing on the land and signs draft LIP Application so that it can be submitted to the Commonwealth to begin the formal review process
 - Board of Selectmen does not approve the plans, design, scope, and project. If DHCD issues a Project Eligibility Letter, the Applicant can thereafter file with Harwich Board of Appeals to review the proposal through a public hearing process and seek a Comprehensive Permit
4. Pre-filing, Preliminary Town and Community Outreach
 - Introductory meetings with Town administration and Board of Selectmen (May and June, 2021), Informal meeting with Town Department Heads (June, 2021), Community meeting with interested neighbors (July, 2021), News coverage in Cape Cod Times and Cape Cod Chronicle), Draft LIP application posted on Town website home page

5. Subsidized Housing Inventory
 - This proposal will increase Harwich's percentage from 5.4% to 7.0% (toward Commonwealth's 10% goal)
6. Introduction of Developer Partner
 - Heritage Properties and local history of the Bush Family
7. Issues to address through public hearing process with Harwich Board of Appeals if LIP moves forward to preparation of studies and formal review (preliminary list at this time)
 - Traffic, wastewater, stormwater, landscaping, screening, lighting, architectural design, amendment of MESA Restriction, parking, bus stop, crosswalk

Discussion

1. Proposed Affordable, Mixed-Income Housing Development (Chloe's Path Apartments)

The Chloe's Path land now consists of 9.29 acres located on Sisson Road adjacent to the Harwich Police and Fire Departments and across the street from the Harwich Cultural Center (see submitted aerial). It is located on a major road with a sidewalk and is walkable to Harwich Village Center (shopping, food, stores, Town Hall, Brooks Academy, and Brooks Free Library) in one direction and down to additional shopping, restaurants, and attractions towards Route 28 in the other direction (albeit a longer walk). The 3.91 acres of wetlands delineated on the aerial photograph have previously been deeded to the Town of Harwich for open space protection.

The proposal is to build a new community of two, three-story buildings containing 48 rental apartments each (for a total of 96 units). There will be 58 one-bedroom, 28 two-bedroom, and 10 three-bedroom apartments, with a total of 144 bedrooms. Twenty-four (24) of the apartments will be deed-restricted for tenants earning no more than 80% of the Area Median Income. The remaining seventy-two (72) apartments will be market rate. Both are in high demand in the community. This property will be a rental community, not condominiums for sale.

There will be a total of 165 parking spaces both at-grade and beneath the buildings. All buildings and parking will be located more than 100 ft. from wetlands. No work is proposed within the 0-50 ft. wetland buffer.

An advanced, amphidrome wastewater treatment facility to be permitted with a DEP Groundwater Discharge Permit is proposed at this time, and the ultimate septic system will be designed to connect to a future Town sewer system along Sisson Road. The proposed, onsite wastewater treatment facility will provide tertiary nitrogen removal and treatment in the time before sewerage is available.

The Chloe's Path housing community will be sited to utilize the existing topography and enhance screening from all directions. The proposed buildings will be set back at the lower end of the property furthest from Sisson Road and will be fully sprinkled. Exterior lighting will comply with the Harwich lighting regulations.

A bus stop on the property and a crosswalk leading to the existing sidewalk on the other side of Sisson Road are proposed. A dedicated fire lane and pedestrian path are proposed circling the building for public safety access and resident enjoyment, respectively. The below-building parking will be connected underground for through traffic flow to eliminate dead-ends.

2. Urgent Need for Rental Housing in Harwich (and on Cape Cod)

We all know that there is a crisis on Cape Cod. Housing stock is priced out of reach for most and the inventory of year-round rentals is incredibly underprovided. News stories about the lack of affordable housing on Cape Cod appear weekly in the local newspapers, the Boston Globe, Banker & Tradesman, and on television.

- Governor Baker was in Falmouth for a roundtable just last week to discuss affordable housing. He noted that “almost every survey, every study I’ve seen for the last five or six years, says the single thing that makes Massachusetts an expensive place to live more than anything else is the cost of housing.”
- At the same roundtable, the head of the Housing Assistance Corporation stated that “there are literally no rentals; we have less than a 1 percent vacancy of rentals on the Cape year-round.”

Chloe’s Path Apartments are designed to address this dire need. These rental apartments will provide year-round living opportunities in Harwich for young people who grew up here to stay on Cape or to return home if they have been forced to leave – teachers, nurses, firefighters, police officers, landscapers, restaurant and hotel staffs, service industry workers, professional office staffs, and others will benefit.

Affordable housing cannot be built without economies of scale. The market rate units effectively subsidize the deed-restricted units. This is what makes affordable housing work. The Town of Harwich has been working diligently to improve its affordable housing stock over the past several years. The Town has adopted a Housing Production Plan, has established an Affordable Housing Trust, and is implementing a Local Comprehensive Plan, each of which stress the need to build more affordable housing:

- https://www.harwich-ma.gov/sites/g/files/vyhlf3236/f/file/file/harwich_housing_production_plan_final.pdf
- <https://www.harwich-ma.gov/harwich-affordable-housing-trust>
- <https://www.harwich-ma.gov/sites/g/files/vyhlf3236/f/file/file/finalplan04262011summary.pdf>
- <http://www.housing.ma/harwich/report>

In addition, the Board of Selectmen has just this year not only earmarked money for affordable housing (<https://www.capecod.com/newscenter/harwich-moves-funding-to-affordable-housing/>), but the Town recently purchased a piece of property with the intent of building affordable housing (<https://capecodchronicle.com/en/5627/harwich/7471/Affordable-Housing-Trust-Purchases-13-acre-Marceline-Property-Housing-and-homelessness.htm>).

The most recent update of the Harwich Production Plan calls for eighty percent (80%) of the new affordable housing to be rental based, and the Chloe’s Path Apartments will account for a significant percentage of this needed and desired housing.

3. Local Initiative Program (Friendly-40B) Process and Benefits

There are different types of 40B proposals, but all have one thing in common. There has to be a Project Eligibility Letter from the Commonwealth authorizing the proponent to file an application with the local Board of Appeals. In the more typical process, an applicant files directly with the Commonwealth, and often the Department of Housing and Community Development or the MassHousing Partnership serves as the subsidizing agent. In these cases, the Board of Selectman has no official role in the 40B process. The Applicant often meets with the Board and other local committees for advisory discussions.

With a Local Initiative Program 40B filing (<https://www.mass.gov/service-details/local-initiative-program>), the process is quite different. The LIP was created in 1990. Under LIP, the local Board of Selectmen plays an official role. These types of projects are typically referred to as “Friendly 40B’s” because there is more input and involvement with the Town.

The proponents of Chloe’s Path Apartments would like to pursue the development as a LIP. Thus, they have submitted a draft LIP Application for review by the Board. Ultimately, in order for a LIP to proceed to formal public hearing review, the Board of Selectmen must not only issue a letter endorsing the concept of affordable housing on the land, but also physically sign the application. Only then can the Applicant submit the application to the Commonwealth.

Under LIP (as with other types of 40B’s), the Board of Selectmen does not approve the plans, design, scope, and project. That remains the review of the Board of Appeals. However, there is no project under LIP for the Board of Appeals to approve and no formal application to be reviewed at a public hearing, if the Board of Selectmen does not initially choose to support the project.

4. Pre-filing, Preliminary Town and Community Outreach

At the encouragement of the Town Administration, the Applicant has conducted the following preliminary, pre-filing outreach to the Town and Community. If the project is able to move forward as a LIP, there will be continued outreach. The Applicant attended an introductory meeting with the Board of Selectmen (May, 2021); an informal meeting with Town Department Heads, including public safety, DPW, engineering, and others (June, 2021), and invited neighbors and other interested parties to a community meeting (July, 2021). News coverage has been provided in the *Cape Cod Times* and *Cape Cod Chronicle*. It is our understanding that there are no fewer than three Facebook Groups that have been discussing the proposal. Finally, a copy of the draft LIP application is posted on the Town website home page.

5. Subsidized Housing Inventory

The Commonwealth of Massachusetts has established a goal for all communities to provide at least ten percent (10%) of its year-round housing stock as affordable. As of December 21, 2020, the official percentage for the Town of Harwich is 5.4% (333 units). Chloe’s Path Apartments will increase the Town’s inventory substantially to 7.0% and should provide “safe harbor” protection to the Town in connection with other potential Chapter 40B proposals elsewhere for two years.

In accordance with State law, twenty-five percent (25%) of the apartments will be deed-restricted to tenants earning no more than 80% of the Area Median Income. The maximum local eligibility allowed by the Commonwealth will be proposed. As a rental community, all 96 units will count towards Harwich’s SHI.

The development will not by itself solve the problem, but it will go a long way towards making a significant improvement for the community and the residents of the property.

6. Introduction of Developer Partner

The owners of the property have partnered with a strong developer who has decades of experience in the rental housing industry. Heritage Properties and its affiliates (<https://www.bushwatson.com/>) own and/or manage more than 2,600 rental housing apartments. Of these, ninety-six percent (96%) are located in New England -- 850 in Massachusetts, 1,450 in Maine, 100 in New Hampshire, and 100 in Rhode Island. And additional 150 are located in North Carolina.

While this will be the developer's first project on Cape Cod and although being a local company is not a legal requirement to build affordable housing on Cape, the Bush family has a long history of involvement on Cape Cod. Brian Bush's great-grandfather bought a house in Harwich in 1926. That house remained in the family until about twenty years ago. Many of the family members still have homes on Cape Cod. Mr. Bush and his wife have previously lived year-round on Cape for many years. In fact, during the summer of 1985, he was an employee of the Town of Harwich as the Marina Manager at Saquatucket Harbor. His son, Jeff, was born at Cape Cod Hospital and worked at the Latham Centers in Brewster for two years after college.

7. Issues to address through public hearing process with Harwich Board of Appeals if LIP moves forward to preparation of studies and formal review

One of the benefits of outreach by an applicant and a LIP by the Town is that there is more opportunity for listening and sharing of comments and questions. In fact, in endorsing the concept of affordable housing on the land, the Board of Selectmen would not only be authorizing formal review of the proposal through a public hearing process, but the Board can also flag issues that it would like addressed during such public hearing review.

In this case, we have already identified traffic as an area of focus as indicated by the neighbors and Town and have engaged VHB Transportation to conduct a traffic review if the project proceeds under the LIP. In addition, the Applicant team will be focusing additional efforts on wastewater, stormwater, landscaping, screening, lighting, architectural design, bus stop, and crosswalk. In addition, there is an open-space restriction with the Massachusetts Endangered Species Program that will need to be independently amended in order for the proposal to proceed if approved by the Board of Appeals. Preliminary talks with the MA Natural Heritage and Endangered Species Program indicate that an amendment is potentially possible through a subsequent review process.

Conclusion

The legal standard reviewed by the Board of Appeals under Chapter 40B is whether a proposal is consistent with local needs and economic as ultimately conditioned. This usually requires a balancing between competing issue areas. Affordable housing engenders passions on both sides. It will never be possible to satisfy every constituency. That is why the review of 40B proposals involves such a balancing test.

In this case, the proponents of the Chloe's Path Apartments respectfully submit that this is a great site for affordable housing, that it is well centered near the Village Center and public safety and Town buildings, that it is well screened from view, and that it is well positioned for future sewer connection.

We are asking the Board of Selectmen to support the Local Initiative Program for Chloe's Path Apartments, to issue a written endorsement of the concept of affordable housing on this land and to sign the LIP Application. In this way, the project can proceed to formal review during a public hearing process with the Board of Appeals, studies can be completed, plans and design debated, questions raised and answered, and hopefully ultimately approved with agreed-upon conditions.

Thank you.

180 Forest St.
Harwich, MA 02645
July 26, 2021

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

Dear Selectman,

We are abutters to the proposed Chloe's Path Apartments and writing to express our concerns:

1. The plans totally ignore the "Limit of Disturbance" zone as previously negotiated with the Massachusetts Division of Fisheries & Wildlife under the Natural Heritage & Endangered Species Program memorialized in the Cloe's Path Declaration of Protective Covenants and filed with the Registry of Deeds. Book 29940 Page 256 with reference to Book 29940 Page 272 – copies attached. In the LIP application, while the map showing the subdivision (Book 666 Page 20) indicating "By RIGHT – Subdivision Plan APPROVED", maps from Page 21 and 22 (attached) are not included which shows the Limit of Disturbance (highlighted). Areas beyond the Disturbance zone are considered "Forever Wild" and must not be disturbed. Clearly the buildings and roadway around the structures encroach on that area.
2. In conjunction with the Protective Covenants Mr. Donovan has failed to fulfill the 2016 Eastern Box Turtle Nesting Habitat & Management Plan as specified in Book 29940 Page 272.
3. We are concerned about the potentially high nitrogen loading from the sewer treatment of 300+ residents. The area of discharge goes through Grassy Pond to the Cold Brook Bog and out to Saquatucket Harbor. There is a Nitrogen Attenuation project in Cold Brook to alleviate the already high nitrogen in the discharge waters.
4. The very high density of people in such a small area will mean the Forever Wild and wetlands protected area will certainly be disturbed. We believe people and pets will spill over into our wooded property and will make a "short cut" to Forest Street.
5. The buildings are too tall for the character of Harwich. Being on a hill and above the tree line means they will be obtrusively visible from Forest Street and Sisson Road.
6. The high density will create excessive vehicle noise and tailpipe emissions. The noise level from the apartments will be substantial when windows are open.

While we support affordable housing (I am a director of Mid Cape Church Homes) we believe the very high impact of this project does not warrant the only 25% of affordable housing. The Harwich Housing Trust is already working towards an affordable solution on Sisson Road and the recently purchased Marceline property will give Harwich many more affordable options.

Sincerely,

Robert Doane
Andrea Doane (RR)

Robert Doane and Andrea Doane

CC:

Joseph Powers, Town Administrator
Jonathan Idman, Town Planner
Harwich Conservation Commission
Brian Bush, Kemah Apartments LLC
Atty Andrew Singer

Attachments:

Bk 29940 Pg 256	Chloe's Path Declaration of Protective Covenants
Bk 29940 Pg 272	Division of Fisheries & Wildlife Letter
Bk 666 Pg 21	Chloe's Path, definitive Subdivision Plan (highlighted)
Bk 666 Pg 22	Chloe's Path, definitive Subdivision Plan (highlighted)

NOT AN OFFICIAL COPY Locus: Chloe's Path, Harwich, MA NOT AN OFFICIAL COPY

NOT AN OFFICIAL COPY CHLOE'S PATH OFFICIAL COPY

HARWICH, MASSACHUSETTS

DECLARATION OF PROTECTIVE COVENANTS

DECLARATION made this 16th day of SEPTEMBER, 2016 by Peter B. Donovan, Manager of HFH DEVELOPMENT, LLC, with a mailing address of P.O. Box 612, North Chatham, MA 02650 (hereinafter called "DECLARANT").

WITNESSETH:

WHEREAS, DECLARANT is the owner of land situated in Harwich, Barnstable County, Massachusetts, hereinafter described, and is desirous of creating an attractive residential community; encouraging harmonious and pleasing homes, assuring a high quality of community appearance; preserving and protecting the natural character of the land, conserving the trees, shrubbery and other natural features for the benefit of all property owners; preventing nuisances, to maintain the desired tone of the community and to thereby secure to each site owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners; and

WHEREAS, DECLARANT desires to provide and insure the preservation of the values in said community and, to this end, desires to subject the real property together with such additions as may hereinafter be made thereto to the covenants, restrictions, easements, and liens hereinafter set forth, each of which is and are to be for the benefit of said property and each owner thereof;

WHEREAS, DECLARANT desires to provide and insure that the development of the land will continue to provide habitat used by a variety of wildlife including, but not limited to the Eastern Box Turtle (Terrapene carolina), in perpetuity.

NOW, THEREFORE, DECLARANT declares that the land in Harwich, Barnstable County, Massachusetts, shown as lots 1, 2, 3, 4, 5, 6, 7, and 9 and the fee in Chloe's Path as shown on a definitive subdivision plan entitled, "Chloe's Path, Definitive Subdivision Plan of Land in Harwich, Massachusetts for HFH Development, LLC, J.M. O'Reilly & Associates, Inc., December 14, 2015" and recorded with the Barnstable County Registry of Deeds in Plan Book 666, Page 20-22 (Plan), and such additions thereto as may hereinafter be made is and

shall be held, transferred, sold, conveyed, and occupied subject to and with the benefit of the covenants, restrictions, easements, charges, hereinafter set forth (the Property);

1. Definitions

- a. **Hazardous Material:** shall mean any material or substance that, whether by its nature or use, is now or hereafter defined as a pollutant, dangerous substance, toxic substance, hazardous waste, hazardous material, hazardous substance or contaminant under any environmental law, or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and which is now or hereafter regulated under any environmental law.
- b. **Pervious:** shall mean built of materials consisting of unconsolidated minerals such as sand, dirt or gravel, or natural materials such as wood chips or grass.
- c. **Structure:** (whether or not said term is capitalized) shall mean anything constructed or erected which requires permanent or temporary location on, in, over or under the ground or permanent or temporary attachment to something which is erected or placed on the ground and designed, intended or arranged for the housing, shelter, enclosure and/or structural support of persons, animals or property of any kind, including but not limited to houses, mobile homes, tents, barns, sheds, greenhouses, treehouses, and other buildings of any kind; silos and cribs; swimming pools; playing courts; outdoor riding rings; fences; pads; patios and decks; docks; bridges; roads; driveways and parking areas (whether surfaced with macadam, brick, paving stones, gravel, clay or other material); artificially surfaced walkways; solar panels; satellite dishes and antennae; signs and billboards; storage tanks; windmills and wind turbines; and water, sewer, power, fuel, gas and communication lines, other utility systems and related facilities.
- d. **Passive recreation:** activities that are non-consumptive uses of resources and do not require prepared facilities like sports fields and pavilions. Passive recreation activities place minimal stress on the site's resources and are compatible with the Conservation Values. Examples include hunting, hiking, wildlife viewing, observing and photographic nature, picnicking, walking, bird watching, running/jogging, star gazing, and fishing. Passive recreation excludes mountain bikes, use of motorized vehicles, and horse-back riding, unless specified herein.

2. Subdivision of Lots and Use.

- A. No Lot shall be further subdivided so as to create two or more building sites nor shall any Lot be used as access to any adjoining land except another Lot. Notwithstanding the above, a 4' wide easement for foot and bicycle traffic along the common boundary line of Lot 1 and Lot 2 is permitted for the benefit of and appurtenant to the adjoining land of Robert W. Doane and Andrea E. Doane located at 180 Forest Street, Harwich, MA and described in deeds recorded in Book 1286 Page 654 and Book 1412 Page 465 and deed for Parcel B-1 recorded herewith.

B. There shall be no more than one (1) principal house or a two (2) family house that meets the requirements of the Harwich Zoning By-Law and such other buildings and structures permitted by the Town of Harwich Zoning By-Law on a Lot.

C. The Property shall not be used for business, professional, or industrial purposes that would require the storage of materials or public display of goods for sale shall be made, nor shall any advertising display be permitted. In no event shall the property be used for any purpose which might be or become detrimental to the neighborhood as a desirable residential area.

D. The back portions of each of Lots 1-7, as demarcated on the Plan with the line called "Limit of Disturbance", shall be maintained as habitat and open space providing habitat for the conservation of species listed pursuant to G.L. c.131A et. seq., which shall be considered the most important conservation purpose for which this land is to be protected in perpetuity (hereinafter "Forever Wild Areas").

a. **Prohibited Acts and Uses.** Within the Forever Wild Areas, the following acts and uses are prohibited:

- i. Constructing, placing, or allowing to remain any Structure on, above, or below the surface of the Forever Wild Area;
- ii. Mining, excavating, dredging or removing of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
- iii. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree cuttings, waste or Hazardous Material or other substance or material whatsoever, whether or not generated on the Forever Wild Area;
- iv. Removing, cutting, pruning or destroying vegetation (native or non-native), including, but not limited to trees or plants, understory, grasses and ground covers, except as allowed in writing by the Grantee and Division to remove hazards to users;
- v. The application or use on the Forever Wild Area of fertilizers, fungicides, herbicides or pesticides in any quantity;
- vi. The planting, release, cultivation, maintenance, or other activity that would result in the introduction of plant or animal species that pose a substantial risk of being invasive or are otherwise detrimental to the native plant and animal community on the Forever Wild Area, as determined by the Division. A list of plant species deemed to be invasive, as of the time of this grant, is provided in the Massachusetts Prohibited Plant List, which is updated and maintained by the Massachusetts Department of Agricultural Resources;
- vii. Activities detrimental to drainage, flood control, erosion control, water or soil conservation, archaeological resources or the quality of ground water and wetlands;

- viii. Animal penning or grazing; holding horses, pets, livestock, or domestic animals within a paddock; horseback riding, causing or permitting any domestic or livestock to be unattended or to roam or be at large on the Property; and the storage or dumping of manure or other animal wastes; any agricultural use;
- ix. The use, parking or storage of motorized vehicles, including, but not limited to, trucks, trail bikes, motorized or non-motorized, all-terrain vehicles, dune buggies, boats, trailers, and snowmobiles, except as necessary by the police, fire fighters or other governmental agents in carrying out their lawful duties; and except for motorized wheelchairs or scooters used by physically challenged parties;
- x. The disruption, removal, or destruction of any stone walls or granite fences;
- xi. Conveyance of a part or portion of the Forever Wild Area alone, or division or subdivision of the Forever Wild Area (as compared to conveyance of the Forever Wild Area in its entirety which shall be permitted);
- xii. The disturbance in any fashion of the natural surface of the ground, including the organize litter layers of the soil, including downed trees and branches and rocks.

b. **Reserved Rights.** Notwithstanding any provisions herein to the contrary, Declarant reserves to itself and its successors and assigns the right to:

- 1. Establish, enforce, waive, alter and amend such additional rules, regulations, covenants, conditions and restrictions governing use of the Forever Wild Areas as not otherwise prohibited by these Protective Covenants and as allowed by applicable federal, state or local law or regulation;
- 2. Conduct or permit the following activities in the Forever Wild Areas if such acts do not materially impair significant conservation interest:
 - i. Selective cutting or pruning of trees and vegetation to maintain access to and over footpaths existing at the time of the recordation of this Protective Covenant and located thereon;
 - ii. For protection of persons and property from imminent risks or harm or damage to persons and structures;
 - iii. Construction fences or necessary boundary markers on Forever Wild Areas; and
 - iv. Creation of a 4' wide foot path located along the common boundary line of Lot 1 and Lot 2. Further, the Declarant shall be able to maintain the footpath through the selective cutting or pruning of trees and vegetation, the use of gravel, and the installation of a split rail fence along the sides of the above referenced footpath. The Declarant may mow within the area of the footpath between October 15th and April 15th and may use a string trimmer within the area of the footpath from August 1st to May 31st.

c. **Monuments and Signage.** The Declarant and the Declarant's Successors shall maintain in good condition any, bounds, monuments, makers and signs shown on the Plan, demarcating the boundaries of the Forever Wild Areas, and shall repair and or

replace said monuments and signage on an as needed basis. Bounds, monuments, markers and signs shall not be removed, covered, obstructed, or altered without review and written approval by the MA Division of Fisheries and Wildlife, Natural Heritage Endangered Species Program (ATTN: Regulatory Review, NHESP 06-20086, 1 North Drive, Rabbit Hill Road, Westborough, MA 01581) (the "Division").

d. **Enforceability.** The Declarant and the Declarant's Successors and assigns shall have the authority and right to enforce these restrictions.

e. **Incorporation Into Deeds, Mortgages, Leases and Instruments of Transfer.**

Declarant and Declarant's successors and assigns, including all subsequent owners of the Forever Wild Areas, shall incorporate these restrictions, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Forever Wild Areas or any portion thereof is conveyed. Any such deed, mortgage, or other interest purporting to convey any portion of the Forever Wild Areas without including these restrictions in full or by reference shall be deemed and taken to include these restrictions in full even though said restrictions is not expressly described or referenced therein.

3. **Building Approval.** No structure of any kind, whether residence, accessory building, tennis court, swimming pool, or other improvements of any kind, name or nature shall be erected, constructed, moved onto, maintained, or allowed to stand or be in or on any Lot, nor shall any additions to or alteration to the exterior of a structure be made unless complete architectural and site plans, including specifications and plot plans therefore, showing the exterior design, height, building material, and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the location of and the general plan of landscaping, fencing, walls and windbreaks, grading plan, the location of all gas, water, and other utility lines or wires and the location of all proposed sewage disposal systems and all components therefore on the Lot shall have been submitted to and approved in writing by the DECLARANT or Donovan Building Corp., as agent for the DECLARANT. It is the intent of this to require that structures be in good taste, in harmony with the quality of nearby structures, and that they fit the site. The approval of building plans is solely the decision of the DECLARANT or Donovan Building Corp. Cape Cod or modified Cape Cod style architecture shall be required.
4. **Exclusive Homebuilder.** It is intended that houses in Chloe's Path shall be constructed only by Donovan Building Corp. Lots may be sold to individuals, corporations, and/or partnerships, but all homes must be constructed by Donovan Building Corp.
5. **Utilities.** There is reserved to the DECLARANT the right to install or maintain or have installed and maintained all public utilities in, over, under, along and upon the Road as shown on the Plan; reserving also to the DECLARANT the right to grant easements to public service corporations for the installation and maintenance of such public utilities (water, sewer, telephone, electricity, gas, cable television and other utilities) and anchors and guys to support lines in said Road and on land adjacent thereto; and reserving also to

the DECLARANT the right to grant an easement to the Town of Harwich to lay, relay, construct, maintain, operate, inspect, repair, and replace and remove water mains, service pipes, and appurtenances thereto in, under, through, and over the said Road.

6. Roof Shingles. Shall be CERTAINEED brand, LANDMARK Architectural style, WEATHERWOOD color on all buildings.
7. Road(s). Except as otherwise provided herein, every owner shall have a right of way and an easement of enjoyment for all purposes for which roads are commonly used in the Town of Harwich, with all others who are or may become lawfully entitled thereto, in, over, and upon the Road, without rights of parking motor vehicles thereon, which right and easement shall be appurtenant and shall pass with the title to every Lot, subject to this Declaration. Lot Owners and their guests may on a temporary short-term basis, but in no event overnight, park motor vehicles on the Road in the area immediately adjacent to the Lot Owner's Lot.
8. Boats, Automobiles, Trailers, Campers, & Commercial Vehicles. No boats exceeding twenty (20') feet in length, no unregistered automobiles, automobile parts, mobile homes, trailers, or campers shall be placed or stored on or about any lot unless garaged and unexposed to public view. No repair work on any vehicle of any nature is to be undertaken except within a garage and to the extent permitted in accordance with the Town of Harwich By-Laws. Except for service deliveries and contractors or repairmen and then only on a temporary basis while working at a Lot, no commercial vehicles shall be parked on any Lot or the Road unless parked within an enclosed garage or basement.
9. Animals. No animals of any kind may be kept or maintained except domestic household pets, unless with the written approval of the DECLARANT or Donovan Building Corp., and confined within the area of the Lot.
10. Trees. No live trees of more than four (4") inches in diameter at a four (4') foot height shall be removed without approval of the DECLARANT, except as necessary for building construction and the footpath along the common boundary of Lot 1 and Lot 2.
11. Trash. All garbage, trash, and rubbish placed outdoors shall be kept in covered containers, screened from public view. No garbage, trash, or rubbish shall be burned on any lot outside of the confines of any building. The burning of leaves outdoors is prohibited.
12. Laundry. All exterior laundry drying facilities shall be screened from public view by suitable enclosures, screens, or planting(s).
13. Fuel Storage. No tank for the storage of fuel may be maintained in, on, or under any lot unless contained in a structure and in a location approved in writing by the DECLARANT and further only to the extent permitted by law. Tanks used to fuel outdoor grills will be excluded from this restriction.

14. Building Materials. No building material of any kind or character shall be placed or stored upon any Lot until the Lot Owner is ready, willing, and able to commence construction.

15. Miscellaneous Restrictions.

a. No mechanical, mercantile, or manufacturing business or trade of any kind shall be carried on or upon any Lot nor within any structure on a Lot and no hospital, rest home, club, social organization, group home, day care, or educational institution of any kind, whether for elderly or children, shall be established or maintained thereon or therein; nor shall any illegal or offensive activity be carried on in or upon any building, Lot or the Road adjacent to any Lot, in said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The practice of a profession or the maintenance of a home office as provided for in paragraph 1.B. shall include the service of the residents of the property only and no more than one non-resident employee, shall be conducted entirely within a structure on a Lot incidental and subordinate to the residential use and without in any manner changing the residential character of the Property or a building or buildings on a Lot.

b. No antennas, satellite dishes, so called, and windmills, shall be attached to any structure, including the roofs thereof, moved onto or maintained on or upon any Lot or on or from any structure on a Lot unless first approved in writing by the DECLARANT.

16. Signs. Without the written approval of the DECLARANT, no sign of any kind shall be displayed to the public view on any building or Lot except one (1) sign of not more than two (2) square feet in size denoting only the name of any resident living on such Lot and, on a temporary basis only, one (1) "For Sale"/real estate sign of not greater than four (4) square feet in dimension.

17. Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

18. Excavations. Without the written approval of the DECLARANT, no excavation for stone, gravel, sand, or earth shall be made on any building Lot, except for the purpose of building previously approved improvements, grading, and landscaping, provided however, that the DECLARANT shall have the right to excavate and grade on any building Lots then owned by the DECLARANT and to remove material or deposit material thereon in connection with the work of laying out and improving the same.

19. Maintenance. Each Lot and each home, together with accessory structures and grounds, shall be maintained in a neat appearing manner by the owner.

20. Setback Restriction. Any house or garage built on Lot 1 or Lot 2 shall be located a minimum of thirty-five (35') feet from the property line of the abutting property owned

by Robert W. Doane and Andrea E. Doane, and located at 180 Forest Road, Harwich, Massachusetts and described in deeds recorded in the Barnstable Registry of Deeds in Book 1412 Page 465 and Book 1286 Page 654 (the "Doane Property"). This restriction shall be for the benefit of and appurtenant to the Doane Property and shall be enforceable by Robert W. Doane and Andrea E. Doane, and their successors and assigns.

21. Term of Restriction. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of DECLARANT, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded.

The Covenants and Restrictions of the Declaration associated with the Forever Wild Areas shall run with the Forever Wild Area, as defined herein, **in perpetuity** from the date of recordation in the Barnstable District Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having an ownership interest in said Forever Wild Areas or claiming to have an interest with respect to said Forever Wild Areas as tenants, invitees, licensees or otherwise, and all of the respective heirs, successors, grantees, mortgages, assigns, agents, contractors, subcontractors and employees of the foregoing.

Furthermore, the terms and provisions and requirements of the Declaration of Restrictions ("Declaration") made by HFH Development, LLC dated August 9/9, 2016, and recorded herewith in the Barnstable Registry of Deeds in Book 29940, Page 267 with the attached Land Management Plan burdening Parcel B-1 shown on the plan recorded in Barnstable Plan Book 29940, Page 272 and owned by Robert W. Doane and Andrea E. Doane, shall be assumed by and be binding upon the Declarant and the Declarant's successor and assigns, at its sole cost and expense. The Declarant, its heirs, successors and assigns shall fully indemnify and save Robert W. Doane and Andrea E. Doane, and their successors and assigns, harmless from any and all costs, expenses, losses or damages, including but not limited to attorney fees, arising out of or in consequence of the Declarant's responsibility to comply with the terms and provisions of the Declaration including the Land Management Plan. The Declarant shall have no right to amend, release or waive this provision without the written consent of Robert W. Doane and Andrea E. Doane, their successors and assigns.

This Declaration of Restriction is hereby intended and declared to be in perpetuity and no re-recordation of this Declaration of Restriction under G.L. c. 184, ss. 23-30 or any other law shall ever be necessary in order to maintain the full legal effect and authority hereof and Declarant and its successors and assigns, including but not limited to all subsequent owners of the Open Space, hereby waive all their legal right to and shall forego any action in law or equity of any kind whatsoever attempting to contest the validity of any provision of this Declaration of Restriction and shall not, in any enforcement action, raise the invalidity of any provision of this Declaration of Restriction.

Notwithstanding anything inconsistent or to the contrary set forth above, the Division is hereby authorized to record and file any notices and/or instruments that the Division deems appropriate to assure the legal validity and enforceability in perpetuity of this Declaration of Restriction and the Declarant, on behalf of itself and its successors and assigns, hereby appoints the Division as its and their attorney-in-fact to execute, acknowledge, deliver and record any such notice of instrument on its and/or their behalf. Without limiting the foregoing, the Declarant and its successors and assigns agree to execute any such notices and instruments upon request of the Division.

22. Amendments, Waivers, and Assignments of Rights. With the exception of 1.E (Forever Wild Area), the DECLARANT, from time to time, shall have the right to waive, alter, or amend any of the remaining provisions of these Restrictions, except the restrictions for the benefit of the Doane Property, if the DECLARANT, in DECLARANT's sole judgment, deems it necessary or equitable to do so; and any such waiver, alteration or amendment may apply to one or more of all of the Lots as the DECLARANT in any such waiver, alteration, or amendment states. When the DECLARANT owns no Lots, these Restrictions, except for the restrictions benefitting the Doane Property, may be amended by recording at the Barnstable County Registry of Deeds a certificate of vote certifying that these Restrictions have been amended by the Owners of 2/3 or more of the Lots as shown on the Plan.

Waiver, alteration, amendment or the like of 1.E (Forever Wild Area) may only occur by the DECLARANT with assent in writing by the MA Division of Fisheries and Wildlife, Natural Heritage Endangered Species Program (ATTN: Regulatory Review, NHESP 06-20086, 1 North Drive, Rabbit Hill Road, Westborough, MA 01581). The MA Division of Fisheries and Wildlife's has the right to refuse any declarations that does not forward the purposes of the MA Endangered Species Act. Any waiver approved by the Division shall be recorded at the Barnstable County Registry of Deeds in the chain of title on the relevant portion of the Property.

23. Remedies. These Protective Covenants are made for the benefit of the DECLARANT, its successors and assigns, (and where applicable for the benefit of Robert W. Doane and Andrea E. Doane) and after the DECLARANT owns no Lots, then for the benefit of any and all persons or legal entities who may own any of the Lots and who shall derive title from or through the DECLARANT, its successors and assigns. The DECLARANT, and after the DECLARANT owns no Lots, the Association, shall specifically have the right to prevent or stop the violation of any restriction by injunction or other lawful remedy, and to recover any damages resulting from such violation. Further, Robert W. Doane and Andrea E. Doane shall have the right to enforce the restrictions that are for the benefit of the Doane Property.
24. Invalidity. If any easement, covenant, restriction, or agreement or part thereof, or any charge herein contained should be held invalid by any court, such invalidity shall in no way affect any other covenant, restriction, agreement or charge herein contained.

25. **Development.** These restrictions shall not operate in any way nor shall they be interpreted to restrict DECLARANT or any person, firm, or corporation acting on behalf of said DECLARANT in the development and sale of the lots contained in the Plan, or in any enlargements to the parcel, inclusive of the right to erect signs and offices.

26. **Enforcement By Declarant.** The DECLARANT may appoint or delegate an agent, agents, corporation, or association to carry out any and all of the foregoing restrictions as to enforcement, approval, privileges, rights and other matters; said appointment to be in writing duly recorded in the Registry of Deeds for Barnstable County. The DECLARANT may delegate or assign all responsibility relating to the foregoing restrictions as to enforcement, approval, privileges, rights, and other matters, to any individual or association without recourse provided, however, that the members of the association include, or the individual be, an owner of one of the Lots which is subject to the terms of these restrictions.

27. **Special Provisions Associated with the Forever Wild Areas for the MA Division of Fisheries and Wildlife.**

a. **Enforcement.** The MA Division of Fisheries and Wildlife acting through its Natural Heritage & Endangered Species Program shall, jointly with the DECLARANT or severally, enforce any provision of this restriction that applies to the Forever Wild Area; and are a benefitted party.

b. **Access.** The Division shall have the right to enter the Forever Wild Areas, in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the area to determine compliance with this Chloe Path Protective Covenants; (ii) enforcing this Chloe Path Protective Covenants; and (iii) taking any other action which may be necessary or appropriate.

The Division shall have the right to bring proceedings at law or equity against any party or parties violating or attempting to violate the terms of this Declaration of Restriction to enjoin them from so doing and to cause any such violation to be remedied, including but not limited to restoration of the portion of the Forever Wild Area adversely affected, after providing written notice to such party or parties and all mortgagees of record if the names and addresses of such parties and mortgagees have been provided in writing to the Town and the Division.

c. **Severability.** If any court or other tribunal of competent jurisdiction determines that any provision of this Chloe Path Protective Covenants is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

d. **Non-Waiver.** Any election by the Town and/or the Division as to the manner and timing of its right to enforce this Chloe Path Protective Covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

e. **Amendment and Release.** No amendment or release of this Chloe Path Protective Covenants that relates to the Forever Wild Area shall be effective unless it has been approved in writing by the Division [hereinafter the Division Approval and said amendment or release and the requisite Division Approval has been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

28. **DECLARANT.** HFH DEVELOPMENT, LLC shall have all of the rights of enforcement, waiver, and any and all other rights, as the DECLARANT in and under the Declaration of Protective Covenants.

In witness whereof, I, Peter B. Donovan, Manager of HFH DEVELOPMENT, LLC, hereunto set my hand and seal this 6 day of September, 2016.

HFH DEVELOPMENT, LLC

By: Peter B. Donovan, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 6th day of September 2016 before me, the undersigned notary public, personally appeared Peter B. Donovan, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was va Drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are true and accurate to the best of his knowledge and belief.



Notary Public - William F. Riley
My Commission Expires: 5-11-23

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MassWildlife

Commonwealth of Massachusetts

Division of Fisheries & Wildlife

NOT

NOT

Jack Buckley, Director

July 22, 2016

OFFICIAL COPY

OFFICIAL COPY

HFH Development LLC
PO Box 612
North Chatham, MA 02650

Quitvet Neck Realty Trust
c/o Louis Seminara
Seminara Construction Co., Inc.
Box 1219
South Dennis, MA 02660

Applicant: Peter Donovan, HFH Development LLC
Project Location: 0 Forest Street, Harwich (between 211 & 225 Sisson Road)
Barnstable Registry of Deeds, Book 17492, Page 70
(the "Property")
Project Description: Construction of a proposed residential subdivision (7 houses)
NHESP File No.: 06-20086

Dear Applicant:

The Massachusetts Division of Fisheries & Wildlife's Natural Heritage & Endangered Species Program (the "Division") previously received a MESA Project Review Checklist, project plans, and other required materials for review pursuant to the Massachusetts Endangered Species Act (MGL c.131A) and its implementing regulations (321 CMR 10.00) (MESA).

The Division has determined that the proposed project is located within the mapped *Priority Habitat* of the Eastern Box Turtle (*Terrapene carolina*), state-listed as "Special Concern" according to the Massachusetts Natural Heritage Atlas (13th Edition). This species and its habitats are protected pursuant to the MESA. A Fact Sheet for this species can be found on our website, www.mass.gov/nhesp.

The Division issued a determination for an eight-lot cluster subdivision on this Property (issued October 27, 2009). The Applicant recently submitted revised, preliminary site plans to the Division for review pursuant to the MESA, in which the project has been revised to a conventional seven-lot subdivision (Attachment 1). The Applicant also proposes the permanent protection of Lot 9 and Lot 8 as open space and wildlife habitat. Lots 8 will be conveyed to the Harwich Conservation Commission. Parcel B-1 (Attachment 3) will be conveyed to an abutter subject to a Division-approved Declaration of Restriction. The Division has determined that the revised seven-lot conventional subdivision, as shown on the revised preliminary site plans (Attachment 1), must be conditioned in order to avoid a prohibited "take" of state-listed species (321 CMR 10.18(2)(a)). The following conditions must be met:

1. Final Site Plan(s): Prior to the start of work, the Applicant shall submit final site plan(s) for the Division's review and approval for the entire property. Final site plan(s) shall include Lots 1-9 and

www.mass.gov

Division of Fisheries and Wildlife
Field Headquarters, One Rabbit Hill Road, Westborough, MA 01581 (508) 389-6300 Fax (508) 389-7891
An Agency of the Department of Fish & Game

Parcel B-1. The final site plan(s) shall show proposed permanent and visible monuments/bounds along the approved limits of work, including monument locations and design details (e.g., granite post, iron stake, cement post, etc.; measurement, height above ground, etc.). Signs shall be located between the individual house lots and the open space parcels.

- (a) Prior to sale, transfer or change in ownership from the Applicant, the monuments/bounds and signs shall be installed as indicated in the Division-approved monumentation plan and detail. Said monuments shall be maintained and repaired or replaced by the owner of the residential lot as necessary.
- (b) Prior to sale, transfer or change in ownership from the Applicant, the signs between the lots and open space shall be installed.

2. **Recordation:** Prior to the start of work, the Applicant shall record the below-indicated documents in the Barnstable County Registry of Deeds or the Land Court for the district in which the Property is located. The Applicant shall provide the Division with proof of said recordation within five (5) business days of recording.
 - (a) **MESA Determination:** This determination shall be recorded so as to become a record part of the chain of title for the Property.
 - (b) **Final Site Plan:** After review and approval by the Division, the final site plan(s) shall be recorded so as to become a record part of the chain of title for the Property.
 - (c) **Deed for Lot 8:** The Applicant shall record the deed, as approved by the Division by email on May 20, 2016, showing proof of conveyance of Lot 8 to the Harwich Conservation Commission.
 - (d) **Deed and Declaration of Restriction for Parcel B-1:** The Applicant has elected to convey Parcel B-1 to an abutter, but we note this was not a Division-requirement. If the Applicant does, in fact, elect to convey Parcel B-1 to the abutter, then the Applicant shall:
 - Provide proof of recording the Division-approved deed and Declaration of Restriction, last reviewed by email on 6/28/2016, and final site plan(s) so as to become a record part of the chain of title for Parcel B-1. The final site plan for Parcel B-1 shall be consistent with Attachment 3 referenced below.
 - The Division notes that the Declaration of Restriction allows, for a limited time, for the limited planting of native shrubs as well as limited vegetation management around the pump house and within the "Native Shrub Area."
 - (e) **Chloe's Path Protective Covenants:** The Applicant shall submit a final draft of the "Chloe's Path Protective Covenants" (last revision reviewed by the Division dated 4-6-2016, edited and sent from the Division to Attorney Norcross on May 11, 2016) to the Division for review and approval. Upon receiving written approval by the Division, the Applicant shall provide proof of recording said Covenants so as to become a record part of the chain of title for the Property, excluding Parcel B-1.
3. **Turtle Protection Plan (Attachment 2):** All work shall be conducted in compliance with the 2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan referenced below (Attachment 2), unless otherwise approved in writing by the Division.
4. **Symbolic Flagging:** Prior to the start of work, symbolic flagging shall be erected around the limits of work shown on the revised preliminary site plans (Attachment 1; which is cross-hatched and labeled as "Limits of Potential Disturbance") and maintained throughout the construction period. Upon completion of all construction activities and site stabilization, said flagging shall be removed and properly disposed of. Permanent bounds, see Condition 1, shall be installed.

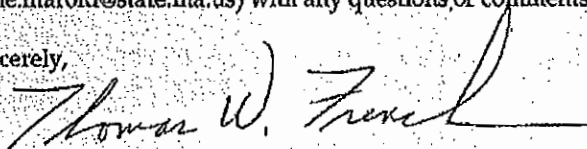
5. **Compliance Report:** Within thirty (30) days of completing construction of each of the seven (7) residential house lots, the Applicant shall file a brief written report to the Division confirming that all exterior work is complete on the indicated lot.
6. This determination shall not preclude the review of future projects on the Property that are subject to the Wetlands Protection Act (WPA) Regulations (310 CMR 10.37, 10.58(4)(b), 10.59). If the Conservation Commission requires additional Notice of Intent filings (e.g., for each house lot), the Division must receive a copy of those filings for review pursuant to the rare wildlife provisions of the WPA (310 CMR 10.59).

Provided the above-noted conditions are adhered to and there are no changes to the final, Division-approved site plans and associated work, this Project will not result in a "take" of state-listed species. The Division notes that any future projects or activities proposed on the Property which are (a) located outside of the approval of the limit of Work shown on the site plan, (b) not exempt from review pursuant to 321 CMR 10.14, and (c) located within mapped Priority Habitat as indicated in the Massachusetts Natural Heritage Atlas, will require review by the Division pursuant to MESA. Furthermore, 321 CMR 10.16 provides that projects shall not be segmented or phased to evade or defer the review requirements under MESA. If the Division determines, based on the considerations provided for in 321 CMR 10.16, that a future project or activity proposed on the Property is part of a larger common project or scheme, it may evaluate the cumulative impacts of the existing and proposed segments of the common project when reviewing the future proposed project or activity pursuant to MESA.

This determination is a final decision of the Division of Fisheries and Wildlife pursuant to 321 CMR 10.18. Any changes to the proposed project or any additional work beyond that shown on the plans referenced above may require an additional filing with the Division pursuant to the MESA. This project may be subject to further review if no physical work is commenced within five years from the date of issuance of this determination, or if there is a change to the project.

Please do not hesitate to contact Misty-Anne R. Marold, Senior Review Biologist, at (508) 389-6356 (misty-anne.marold@state.ma.us) with any questions or comments you may have.

Sincerely,



Thomas W. French, Ph.D.
Assistant Director

cc: William A. Manganiello, Law Offices of William A. Manganiello (lawyerone@tmlp.com)
Scott Egan, AECOM

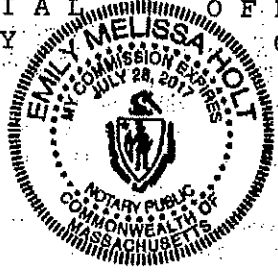
Documents Attached:

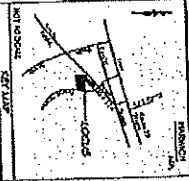
Attachment 1:	PRELIMINARY GRID SUBDIVISION PLAN SHOWING PROPOSED LIMIT OF ACTIVITY, Conceptual Plan of Land in Harwich, Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015).
Attachment 2:	2016 Eastern Box Turtle Nesting Habitat Improvement & Management Plan, Sisson Road, April 5, 2016
Attachment 3:	Approval Not Required Plan of Land in Harwich Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015). Parcel B-1 will be reserved for limited use by the landowner for planting and management of native shrubs.

NOTARY PUBLIC
NOTARY PUBLIC
On this 22nd day of July, 2016 before me, the undersigned notary public, personally appeared Thomas W. French, Ph.D., Assistant Director, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

NOTARY PUBLIC
NOTARY PUBLIC
OFFICIAL COPY
OFFICIAL COPY

Emily Melissa Holt
Emily Melissa Holt, Notary Public
My Commission expires: July 28, 2017





OWNER OF RECORD:
 DONOVAN BUILDING CORPORATION
 1000 STATE STREET, SUITE 200
 BOSTON, MASSACHUSETTS 02116
 ATTORNEY AT LAW: JAMES P. O'NEILL
 1000 STATE STREET, SUITE 200
 BOSTON, MASSACHUSETTS 02116

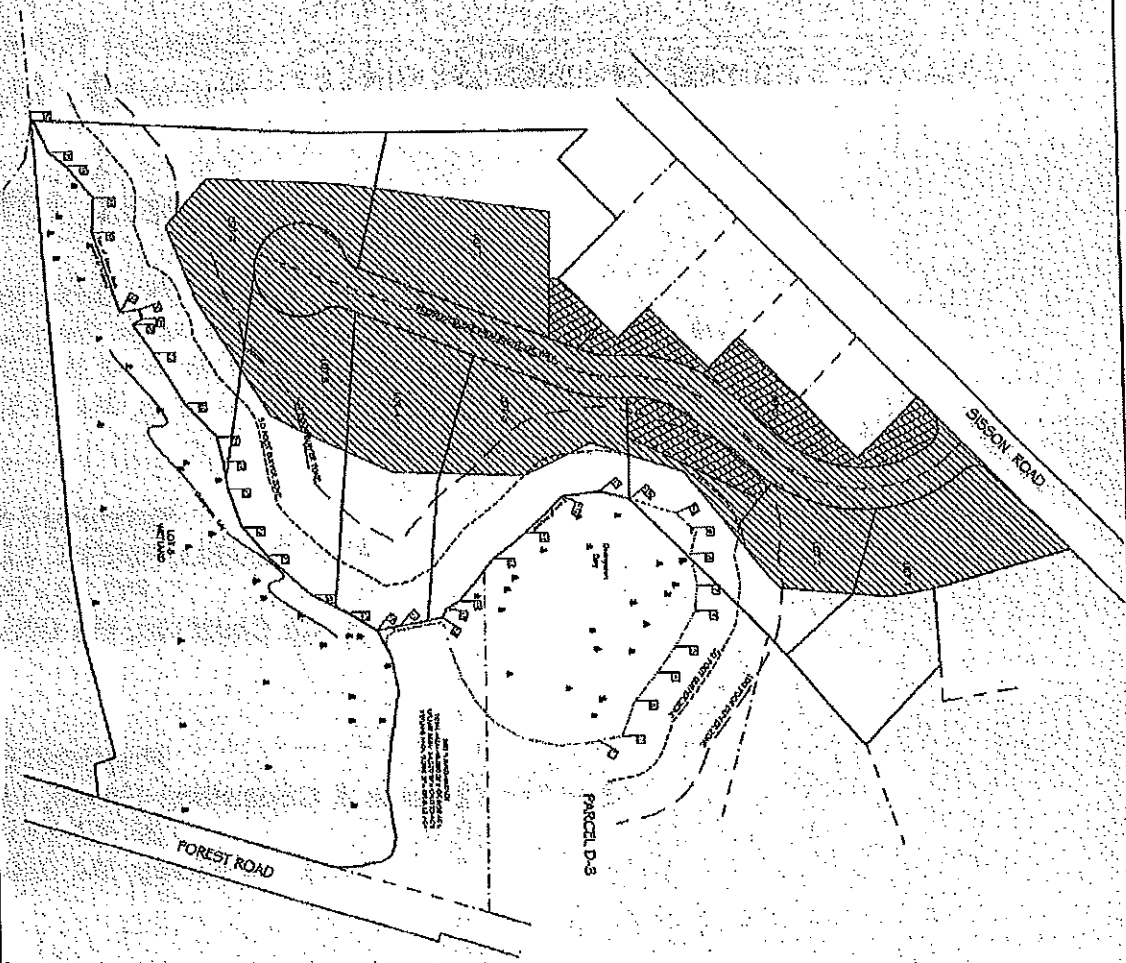
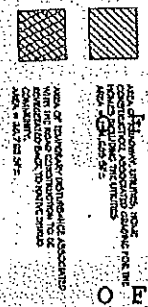
ZONING CLASSIFICATION:
 The information shown on this map is based on the zoning classification shown on the zoning map of the City of Boston, Massachusetts, as of the date of the preparation of this map. The zoning classification shown on this map is not a guarantee of the zoning classification of any particular parcel of land.

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AREA CALCULATIONS:

TOTAL PARCEL AREA 579,480 S.F. (13.21 AC)
 TOTAL VETLAND AREA 172,120 S.F. (3.93 AC)
 TOTAL UPLAND AREA 407,360 S.F. (9.28 AC)
 AREA OF LOTS (2 PROPOSED) 10,480 S.F. (0.24 AC)
 AREA OF DEVELOPER IMPROVEMENTS 262,420 S.F. (5.98 AC)
 TOTAL OF DISTURBED LOTS AND IMPROVEMENTS 272,900 S.F. (6.19 AC)
 TOTAL OPEN SPACE INCLUDING VETLANDS, DEVELOPER IMPROVEMENTS AND DISTURBED LOTS 304,580 S.F. (6.94 AC)
 TOTAL OPEN SPACE INCLUDING VETLANDS AND DISTURBED LOTS 304,580 S.F. (6.94 AC)
 TOTAL OPEN SPACE INCLUDING VETLANDS AND DISTURBED LOTS 304,580 S.F. (6.94 AC)



CONTRACTING:
 J.M. O'NEILL & ASSOCIATES, INC.
 1000 STATE STREET, SUITE 200
 BOSTON, MASSACHUSETTS 02116
 TEL: 617-552-1111
 FAX: 617-552-1112
 WWW: JMOA.COM

REMAINING GRID SUBDIVISION PLAN
 SHOWING PROPOSED LIMIT OF ACTIVITY

DATE: 05/13/2010 10:00 AM

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**2016 EASTERN BOX TURTLE NESTING HABITAT
IMPROVEMENT & MANAGEMENT PLAN**

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Sisson Road

**Sisson Road
Harwich, MA**

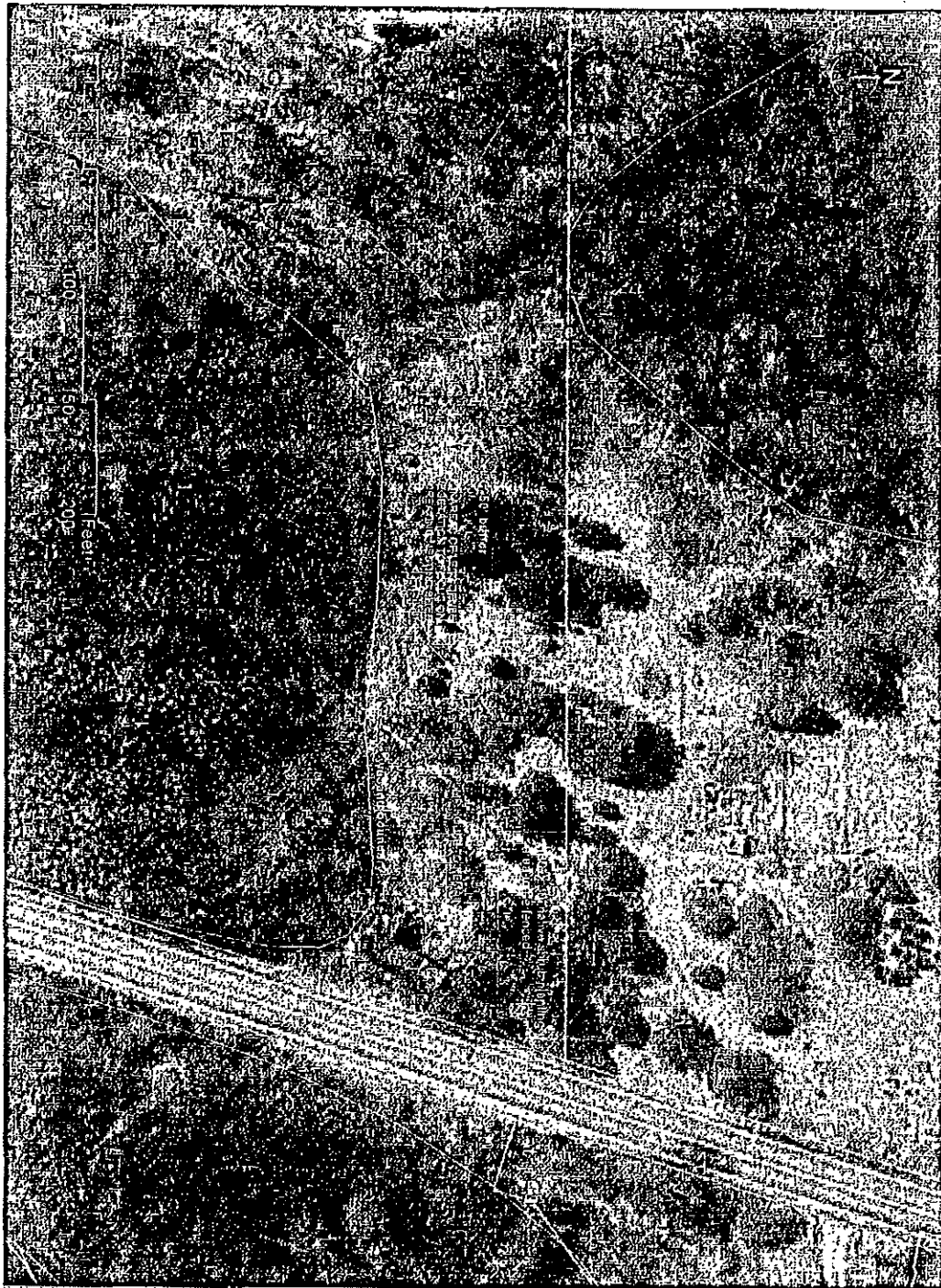
April 5, 2016

**Prepared for:
Natural Heritage & Endangered Species Program
Massachusetts Division of Fisheries & Wildlife
North Drive, Westborough, MA 01581**

**Submitted to:
HFH DEVELOPMENT, LLC
PO Box 612
North Chatham, MA 02650**

**Prepared by:
EcoTerra Design & Consulting Group, LLC
26 Hill Street
Medway, MA 02053**





**SISSON ROAD DEVELOPMENT
HARWICH, MA**

SCALE: AS NOTED

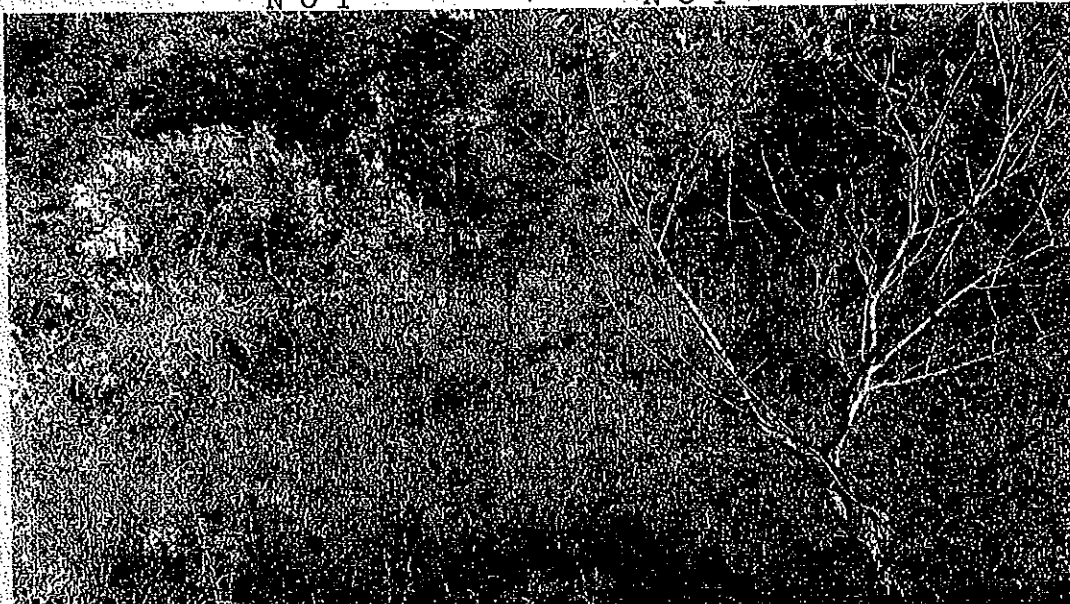
PROPOSED NESTING HABITAT MANAGEMENT PLAN

EcoTerra Design & Consulting, LLC
28 Hill Street / Medway MA 02053

Data Courtesy MassGIS 2009 / NAD83 Massachusetts Mainland

N O T

N O T



View of typical Zone 2 vegetative cover.



Close up view of Zone 2 ground cover including Little Bluestem clumps.

N O T

N O T

Within Zone 2 there is a proposed planting area (See figure) that will be allocated to the landowner donating the land to this restriction. This area will be approximately 30-foot by 100-foot and will begin at the northeast corner of the management parcel. The boundaries will run along the Owner's northern property line, Forest Street, and two lines within the management parcel (See figure, plan). The area is proposed for planting of native shrub species by the Owner, and will be fenced upon completion with a post-and-rail type fence in order to demarcate the area. Though native, some shrub species such as *Rosa rugosa* can be very aggressive with a propensity to spread through runners. Any of the planted native shrubs that are grown within the fenced garden area will be subject to mowing or management should they spread outside the fenced area. The area within the fence garden area will not be subject to mowing or management other than as listed in this Plan and the Declaration of Restriction. There is also an existing pump house / shed within this area that will remain on the property. The structure most likely dates back to the historic cranberry bog operation. While it is not clear at this time, there appears to be a water source that continually flows through the plumbing in the structure; possible as part of a stormwater management structure. A 10-foot vegetative clearing buffer will be maintained around the structure.

4. Management Practices / Turtle Protection

Techniques

There are several methods typically utilized for vegetation management during restoration work. These include both manual and mechanical methods. The amount and/or size of vegetative cover to be removed will determine which methods are utilized. Saplings and larger shrubs will initially be removed with chainsaws, while smaller shrubs and grasses can often be mowed or cut with hand tools prior to scarification of the soil surface. Small shrubs will also be removed mechanically with lightweight low impact machinery such as a small excavator or tractor. Shrubs can either be chained and pulled, or sometimes removed with a thumb on the excavator bucket. All vegetative debris removed will be hauled from the area and properly disposed of.

Where scarification of the soil surface is required (primarily Zone 1), small areas will be cleared of root masses and vegetation. These areas will vary in size, though the general strategy will be to create several smaller nesting areas throughout Zone 1 so as to potentially help with predator avoidance. This will be accomplished with either a York rake pulled behind a tractor, or sometimes with careful stripping of the top layer with the bucket of an excavator. Scarification of the ground surface will remove any remaining organic debris such as leaf litter and accumulated topsoil, thus providing the bare sandy/gravelly soils preferred for turtle nesting areas. Final locations and sizes of the turtle nesting sites shall be dictated by the existing topography and location suitability, and determined after field visits with EcoTerra LLC, wildlife biologists. It is not anticipated that additional soils will need to be placed on the site, as the existing soils appear to be very suitable for nesting habitat.

N O T

N O T



View of dense vegetation more typical of Zone 1



View of transition line between Zone 1 and Zone 2. Note differences in vegetation.

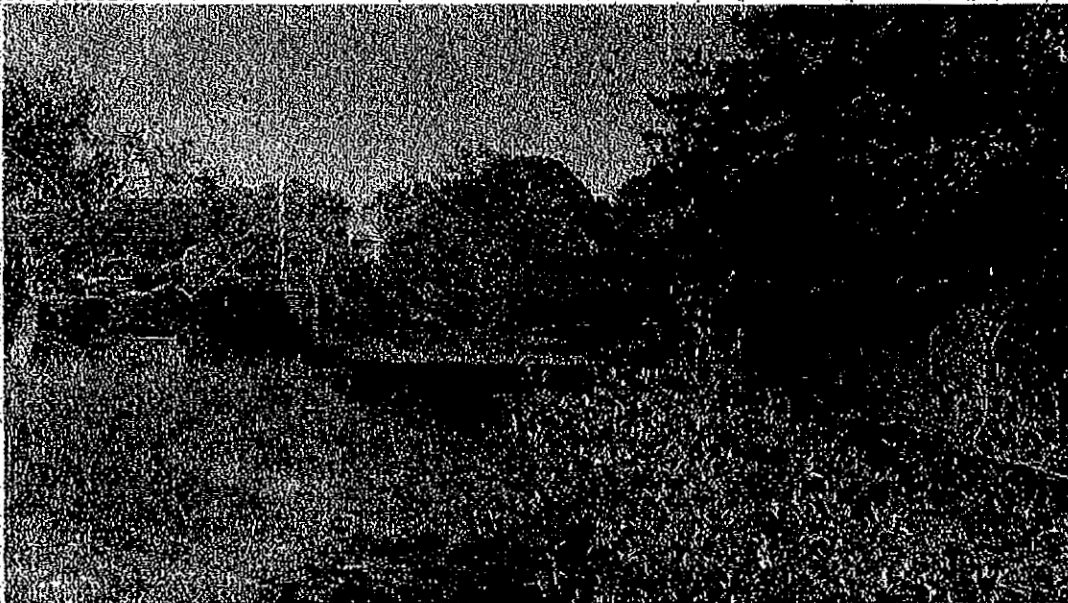
Timing of Work

The active season for the eastern box turtle is typically April 1st through November 1st, though this can vary during any given season. Therefore, any mechanical work proposed will take place during the period of inactivity, November 1st through April 1st. This will ensure that all measures have been taken to avoid any direct impacts to individual turtles. Furthermore, since the management area is not in close proximity to any of the potential turtle wintering areas, it is not expected that turtles would be utilizing habitat anywhere near the work area at that time. Manual activities such as pulling of shrubs or grasses, cutting of shrubs or saplings with hand tools, may be conducted during any time of the year. It is anticipated that the initial management activity will be completed within one week from start to finish.

Technical Oversight

Prior to and throughout the habitat management, staff scientists from EcoTerra, LLC will provide oversight and conduct routine inspections to ensure all protective measures are followed and to ensure management practices fulfill the goal of nesting habitat enhancement. Following the completion of all management activities, a summary report will be submitted to the NHESP outlining the dates where activities occurred, management methods utilized, and representative photographs of the habitat management area. Furthermore, guidance for long-term management of the area will be provided to the Applicant / Owner in order to ensure the nesting habitat management goals are preserved and the area continues to function as valuable nesting habitat.

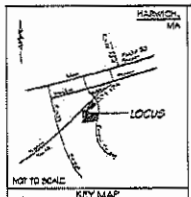
5. Photos



View of pump house and Zone 2 looking toward Forest Street

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OFFICIAL BOOK 666 PAGE 21 OFFICIAL



OWNERS OF RECORD:
 LOUIS J. SOMMERS, JR., TRUSTEE
 CLEVELAND REALTY TRUST
 DEED BOOK 17493 PAGE 70
 PLAN BOOK 2001 PAGE 21
 ADDRESSORS MAP 21, PARCEL D-4

ARTHUR F. DONNE, JR.
 VEG-NA BOUND
 DEED BOOK 1418 PAGE 40
 ADDRESSORS MAP 21, PARCEL D-2

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH
1+00.00	S 88° 15' 00" W	100.00	100.00	100.00
1+10.00	S 88° 15' 00" W	100.00	100.00	100.00
1+20.00	S 88° 15' 00" W	100.00	100.00	100.00
1+30.00	S 88° 15' 00" W	100.00	100.00	100.00
1+40.00	S 88° 15' 00" W	100.00	100.00	100.00
1+50.00	S 88° 15' 00" W	100.00	100.00	100.00
1+60.00	S 88° 15' 00" W	100.00	100.00	100.00
1+70.00	S 88° 15' 00" W	100.00	100.00	100.00
1+80.00	S 88° 15' 00" W	100.00	100.00	100.00
1+90.00	S 88° 15' 00" W	100.00	100.00	100.00
2+00.00	S 88° 15' 00" W	100.00	100.00	100.00

ZONING CLASSIFICATION

RZDC RECREATION/PLANNED DEVELOPMENT

APPROXIMATE TOTAL AREA = 279,200 SQ FT OR 6.36 AC
 APPROXIMATE UPLAND AREA = 493,130 SQ FT OR 11.25 AC
 APPROXIMATE WETLAND AREA = 172,130 SQ FT OR 3.95 AC

NOTE: LOTS 2 THROUGH 6 CONTAIN WETLAND AREA. THE TOTAL WETLAND AREA OF THIS WETLAND LOT 4 CONTAINS 1,763 SQ FT OF WETLAND AREA.

TOTAL ROAD AREA = 35,177 SQ FT OR 1.15 AC

NOTE: LOTS 6 AND 9 ARE UNDEVELOPED LOTS.

LEGEND

WCB CONCRETE BOUNDS
 MFC TRIANGLE CONCRETE BOUND
 TCB TOWN BOUND
 WETLAND WETLAND

BOARD OF PLANNING

NOTICE OF APPROVAL: THE BOARD OF PLANNING HAS REVIEWED THE PLAN AND HAS APPROVED THE PLAN FOR THE SUBDIVISION OF LAND INTO LOTS 1 THROUGH 8, TO BE DEVELOPED BY J.M. O'REILLY & ASSOCIATES, INC.

DATE: April 26, 2014

Arthur F. Donne, Jr.
 HARMON TOWN CLERK

SEE COUNTY TO BE RECEIVED HEREIN
 HARMON PLANNING BOARD

DATE: April 26, 2014

Arthur F. Donne, Jr.
James C. Kegan
James C. Kegan
James C. Kegan

FOR REGISTRY USE ONLY

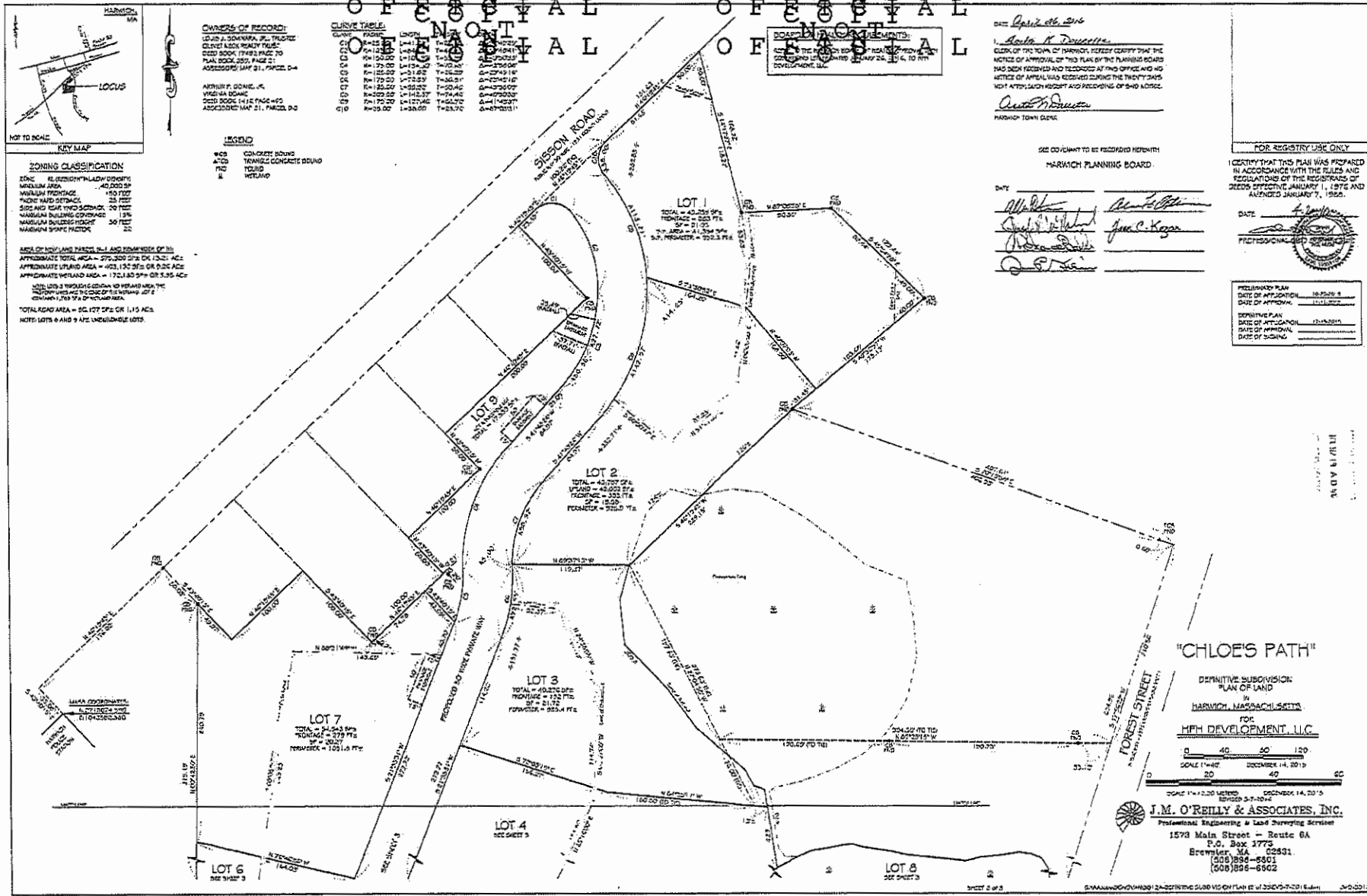
CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS EFFECTIVE JANUARY 1, 1976 AND REVISED JANUARY 7, 1982.

DATE: April 26, 2014

James C. Kegan
 PROFESSIONAL SURVEYOR

PRELIMINARY PLAN: 10-2101-8
 DATE OF APPLICATION: 11-11-2012
 DATE OF APPROVAL: 11-11-2012

DEFINITIVE PLAN: 10-2101-8
 DATE OF APPLICATION: 11-11-2012
 DATE OF APPROVAL: 11-11-2012
 DATE OF SIGNING: 11-11-2012



"CHLOE'S PATH"

DEFINITIVE SUBDIVISION
 PLAN OF LAND
 IN
 HARMON, MASSACHUSETTS
 FOR
 HFH DEVELOPMENT, LLC

SCALE 1"=40' DECEMBER 14, 2013

SCALE 1"=2.00 METERS DECEMBER 14, 2013
 REVISED 5-7-2014

J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1570 Main Street - Route 6A
 P.O. Box 3775
 Brewster, MA 02601
 (508) 896-8861
 (508) 896-8862

666 21

OFFICIAL OFFICIAL
OFFICIAL OFFICIAL

DATE: December 14, 2015

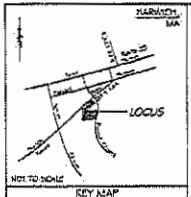
 CLERK OF THE TOWN OF HARVICH, MASSACHUSETTS
 THE OFFICE OF APPROVAL OF THIS PLAN OF THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE THIRTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

SEE GOVERNMENT TO BE RECEIVED HEREWITH
 HARVICH PLANNING BOARD

DATE: _____

FOR REGISTRY USE ONLY
 I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS EFFECTIVE JANUARY 1, 1976 AND AMENDED JANUARY 7, 1985.
 DATE: _____

 PROFESSIONAL SEAL



OWNERS OF RECORD:
 LOCUS, SPRINGMA, JR., TRUST
 OLIVE LOAN TRUST
 DEED BOOK 13432 PAGE 70
 PLAN BOOK 335, PAGE 21
 ASSASSIN MAP 31, PARCEL 04

HERBERT, DONALD, JR.
 VIRGINIA GORNE
 DEED BOOK 14118 PAGE 402
 ASSASSIN MAP 31, PARCEL 02

CURVE TABLE

CHORD	ARC	ANGLE
10.00	1.107143	6.309573
20.00	2.214286	12.619146
30.00	3.321429	18.928719
40.00	4.428571	25.238292
50.00	5.535714	31.547865
60.00	6.642857	37.857438
70.00	7.750000	44.167011
80.00	8.857143	50.476584
90.00	9.964286	56.786157
100.00	11.071429	63.095730

BOARD OF APPOINTMENTS
 FOR THE TOWN OF HARVICH, MASSACHUSETTS
 CONSIDERS AND APPROVES THE PROPOSED SUBDIVISION PLAN OF LAND FOR THE PROJECT DESCRIBED AS FOLLOWS:

ZONING CLASSIFICATION
 R2B RESIDENTIAL LOW DENSITY
 MINIMUM AREA: 40,000 SQ FT
 MINIMUM FRONTAGE: 150 FEET
 FRONT YARD SETBACK: 35 FEET
 SIDE AND REAR YARD SETBACK: 30 FEET
 MAXIMUM BUILDING COVERAGE: 15%
 MAXIMUM DRIVE PAVEMENT: 32

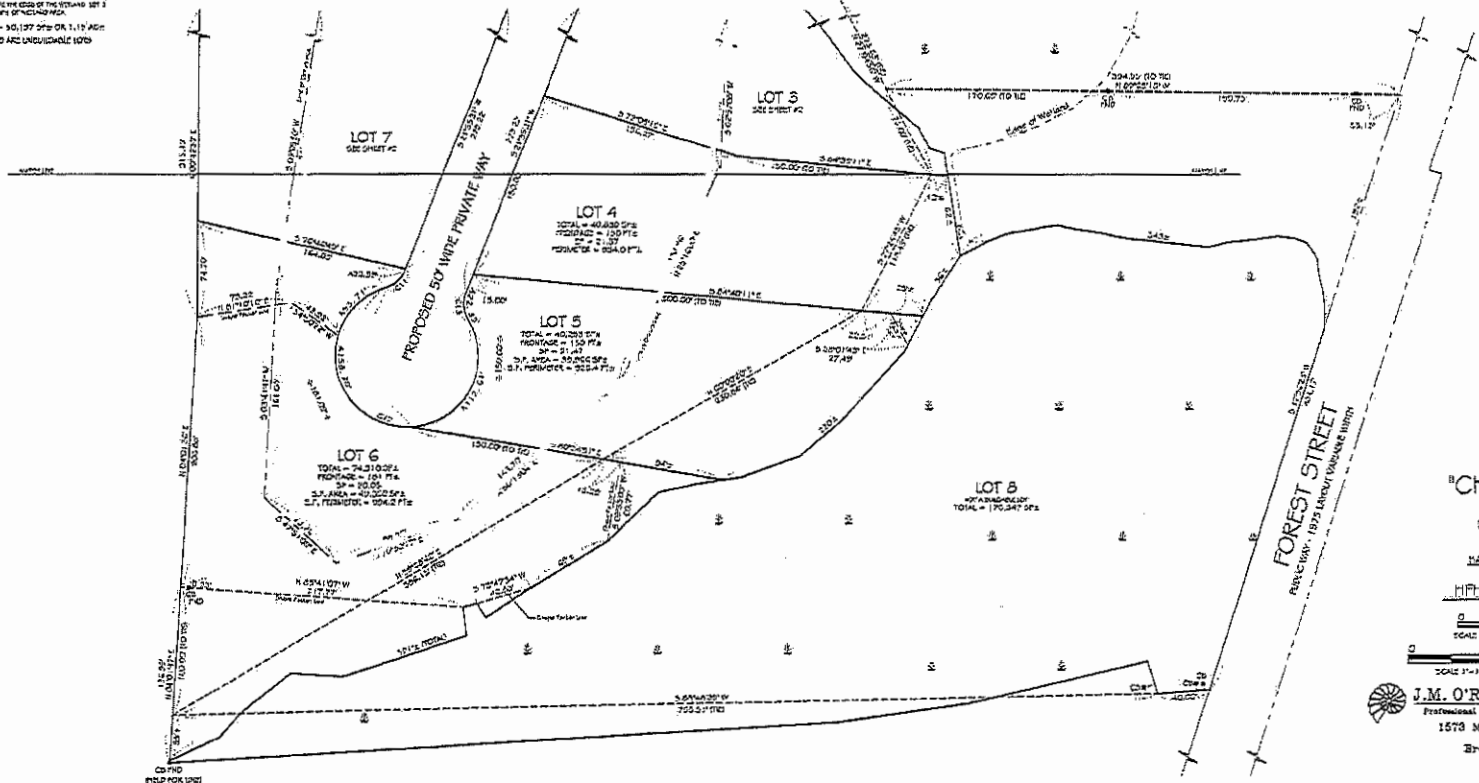
LEGEND
 R2B COMPARATIVE ZONING
 MDC TRIANGLE CORNERS BOUNDARY
 FND FENCED
 WETLAND

AREA OF NEW LAND PARCELS 5, 4 AND REMAINDER OF 31:
 APPROXIMATE TOTAL AREA = 375,333 SQ FT OR 13.21 AC
 APPROXIMATE UPLAND AREA = 401,196 SQ FT OR 13.24 AC
 APPROXIMATE WETLAND AREA = 172,130 SQ FT OR 3.95 AC

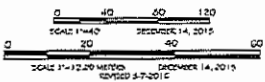
NOTE: LOTS 3 THROUGH 6 CONTAIN NO WETLAND AREA. THE PROPERTY LINES ARE THE EDGE OF THE WETLAND SET 1 CENTIMETER (1/100 TH) OF WETLAND AREA.

TOTAL WETLAND AREA = 30,197 SQ FT OR 1.12 AC

NOTE: LOTS 5 AND 6 ARE UNDESIRABLE LOTS



"CHLOE'S PATH"
 DEFINITIVE SUBDIVISION
 PLAN OF LAND
 IN
 HARVICH, MASSACHUSETTS
 FOR
 HPH DEVELOPMENT, LLC



J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1578 Main Street - Route 6A
 P.O. Box 1776
 Brewster, MA 02631
 (508) 858-8501
 (508) 858-8502

066 22

SISSON ROAD – CHLOE’S PATH ABUTTERS

July 21, 2021

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

RE: Chloe’s Path 40B Proposal

Dear Chairman MacAskill and Members of the Board,

My name is Peter Gori, and while I grew up in Harwich many years ago, my family and I recently returned to town, having recently purchased a home at 226 Sisson Road. As a real estate professional and former resident who has been exploring the purchase of a home here for several years, I have followed the many and several prior schemes for the development of Chloe’s Path for some time.

I appreciate the opportunity to submit the following introductory comment letter on behalf of myself and my fiancée and co-owner, Lesley Cannon, as well as several of our neighbors. We believe this initial feedback echoes many, but by no means all, of the comments and sentiments posed by community members, neighbors, and direct abutters to the proposed project site last night, Tuesday, July 20, 2021, during the proponents’ first open “community” forum. We will follow this letter with a more detailed list of the many issues which were raised last night and multitude questions that we feel must be answered by the proponents through the public review of the proposed project and before any further actions are taken by either the Town, the State, or the proponents.

First, we want to state publicly and emphatically that many of our households support affordable housing broadly and, specifically, that we support the creation of mixed-income housing of all sorts, including multifamily rental apartments whenever and wherever appropriate, including across the Town of Harwich, along Sisson Road, and even at Chloe’s Path. I have personally spent most of my professional career in commercial real estate and development, and I spent a decade working as a Senior Manager at the urban planning and development agency of the City of Boston. I am, in no way, shape, or form, anti-development, anti-affordable housing, or a NIMBY, nor are my new neighbors. Many of us also consider ourselves well-informed as to the need for significant numbers of new housing units to be built across the Cape and the Islands to help stem the affordability and inventory crisis that we see today.

However, this project in its current form has been poorly rolled-out and it is poorly conceived. The project, at 96 units, over 150 parking spaces, and a projection of upwards of 300 new residents is simply entirely too large for the site itself, and out of scale with its neighborhood and environmental context. In addition, the proponents have skillfully but somewhat disingenuously presented this project as at the *beginning* of a lengthy permitting and development arc, while also submitting to this Board a request for a formal endorsement of its project to the Commonwealth with little-to-no meaningful community engagement and even less concrete, but no less necessary data as to the obvious and certain impacts of the proposal on our own immediate neighborhood, the nearby school and the Monomoy District as a

SISSON ROAD – CHLOE’S PATH ABUTTERS

whole, the Harwich Center Historic District, other nearby cultural and natural resources, or to the larger year-round and seasonal community and our quality of life.

It is also glaring, for a more than \$27,000,000.00 for-profit development project, that the proponents have not identified a single community benefit or – more sensibly – an overarching mitigation package to begin with, one that they no doubt should have teased or unveiled in these first several public forums. This lack of preparedness and seeming disinterest in the many other needs of the community, including the neighboring school, or otherwise, is simultaneously flabbergasting and frustrating to us as neighbors and observers of similarly sized developments across the Cape and beyond.

For these reasons and the detailed criticisms and questions to follow, we therefore urge the Selectmen and the Town Administrator’s office to reject the proposal in its current form without prejudice. We urge this Board to ask the proponents to voluntarily withdraw all applications to the Town or State immediately and go back to the drawing board. Further, we request that the proponents voluntarily slow their current trajectory and timeline(s) until they are willing and able to fully and publicly describe and present - and then conduct - a comprehensive and transparent community and permitting process. We request that this include a wholesale rethinking of the design, scale, and nature of their proposal including – most importantly – the completion and presentation of a series of studies of the significant potential and likely transportation and environmental impacts of what is undoubtedly the largest residential development proposal of its kind in this area for a generation.

These studies, in our opinion, must be undertaken in the light of day, and with public input and scrutiny from residents, abutters, nearby businesses, and area affordable housing advocates, among others. They should be scoped by the Town staff and line departments, presented more deliberately with the public and this Board as well as other State and Local agencies which ultimately may have jurisdiction of a project of this size and importance. These local departments and Boards need no further enumeration here but, at the very least, the Town and proponent should come together to acknowledge that the nature of the site should require a complete and exhaustive review by the Mass Department of Environmental Protection, MassDOT, and, perhaps, the Cape Cod Commission, among others.

Given my experience and the experience and interests of my neighbors, we respect the Town’s own challenge in stimulating interest in the development of affordable housing in Harwich and the challenging balance you face in identifying and sorting through the many issues that must be honestly and thoughtfully addressed by both the public review agencies, staff, and elected and appointed Boards responsible for harnessing and managing growth. We also acknowledge how projects must be financed and executed by the private sector to help deliver new, modern, and accessible housing to our communities. We further respect the Town Administrator’s office’s efforts to date and its direction to the proponent(s) to have their presentation aired publicly at the BoS as an informational presentation back in May before the airing of the project began, “on social media”.

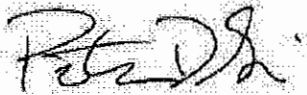
However, due to the lack of meaningful and proactive communications by the proponent or the Town to unveil and plainly explain such a massive proposal for a neighborhood cul-de-sac prior to last night, we feel that this entire process to date has proceeded out of sequence. Further, because of a series of reported missteps by prior developers and an inability or unwillingness by either to rectify any number of civil engineering, construction, environmental permitting, and communications issues that occurred before, we again feel that the proposal should be rejected without prejudice and a complete and total review be conducted of what preceded this current proposal and how a multifamily project of any scale might be built safely on this site.

SISSON ROAD – CHLOE’S PATH ABUTTERS

We respectfully submit this letter on behalf of, the following neighbors, on this 21st day of July, 2021:

Peter Gori and Lesley Cannon, 226 Sisson Road
Tom and Carol Thibert, 221 Sisson Road
Karen Beaty, 195 Sisson Road
David and Anna Lafebvre, 210 Sisson Road
Sara Zuspan and Ian Macinnis-Barker, 228 Sisson Road
Jay and Mary Walpole, 214 Sisson Road
Kathy Clobridge and Michael Tuck, 225 Sisson Road

Sincerely yours,

A handwritten signature in black ink, appearing to read "Peter Gori". The signature is written in a cursive style with a small mark at the end.

CC: Joseph Powers, Town Administrator
Meggan Eldridge, Asst. Town Administrator
Harwich Board of Appeals
Harwich Conservation Commission
Amy Usowski, Conservation Commission
Senator Julian Cyr
Representative Sarah Peake

Statement
James Walpole
Board of Selectmen
07/26/2021

I need your help.

My name is James Walpole the joint owner a single level residential home located at 214 Sisson Road in Harwich, Massachusetts.

The driveway, living room, and master bedroom of our home, are located directly across the road from the Chloe's Path Road's entrance and exit, the only access point for the proposed 96-unit apartment complex.

The complex is expected to house as many as 300 people, with an estimated 176 vehicles. In addition, there are deliveries by Postal, FedEx, UPS, Amazon, and school bus traffic etc. There is office staff, maintenance workers landscapers and snow removal that will frequent the complex.

There is a conservative estimate of 400 plus vehicular movements per day. When leaving the complex, the vehicles will not have yet reached optimum operating temperatures. They will accelerate to traffic levels, adding vehicular emissions, light, and noise pollution to the immediate area. The brunt of that pollution will adversely affect our reasonable use of our property.

My wife Mary has significant respiratory illnesses, and she may be unable to be outdoors due to the pollution increase.

It has been suggested that a pedestrian crosswalk may be installed and add to the need for vehicles to stop from either direction, and accelerate when the pedestrian traffic has crossed adding to pollution.

The traffic is further exacerbated by the fact there is currently no public transportation. If added, the Cultural Center should be the off-road planned stop, not Sisson Road. There will be traffic issues in the entire neighborhood and increased traffic on adjacent side roads.

Where in Harwich, is there a complex of this size? Does it fit the plan for the community?

In the past, there was a proposal to add approximately 7 Habit for Humanity homes on this property. Habit for Humanity would be a perfect fit and match the neighborhood and targets the neediest. That would eliminate burdensome traffic and pollution nightmare, from air, light, and noise.

The current proposal is unacceptable. Harwich must require that written mitigation plans be included to protect its' current and future residents. These plans must be enforceable for any project.

As I stated in the beginning, I really need your help.

James Walpole
214 Sisson Road
Harwich, Massachusetts 02645
07/26/2021

Dear Selectman,

The proposed Chloe 96-unit apartment complex is inappropriate for Harwich and will cause irreparable harm to our neighborhood and inhibit the normal use of our properties. There are four types of pollution that will harm our properties and our neighborhood.

1. Air quality pollution
2. Light pollution
3. Noise pollution
4. Traffic pollution - gridlock

The numbers of residents will increase by approximately 300 and a condensed level of vehicle movement to exceed 400 per day. This will change the complexion of the neighborhood, risk health, become a traffic hazard and potential gridlock.

Imagine your neighborhood, your street, and your house, with 400 vehicle movements perpendicular to your driveway, living room, and master bedroom and all the related pollution.

The property is better suited to Habitat for Humanity housing and the placement of approximately 7 individual units serving the needy.

Respectfully,

James Walpole

From: Contact form at Harwich MA [<mailto:cmsmailer@civicplus.com>]

Sent: Monday, July 26, 2021 10:45 AM

To: Joe Powers

Subject: [Harwich MA] Selectman's meeting tonight 7/26/21 (Sent by Georgene Riedl, riedlgeorgene@gmail.com)

Hello jpowers,

Georgene Riedl (riedlgeorgene@gmail.com) has sent you a message via your contact form (<https://www.harwich-ma.gov/user/1733/contact>) at Harwich MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.harwich-ma.gov/user/1733/edit>.

Message:

July 26, 2021

To the Harwich Board of Selectmen,

I am writing to object to the proposal being presented to you tonight to construct a very large apartment building on "Chloe's Path" off Sisson Road with 96 units which has the potential to house 300 people.

My primary objection and biggest concern is that this land is and always has been an environmentally sensitive area where groundwater, discharge, etc. percolates down into the adjacent wetland which feeds into Grassy Pond, ultimately into Nantucket Sound. I am attaching a letter which I wrote to pertinent Harwich Town Boards concerning this land's environmental sensitivity and its status as a documented endangered turtle nesting area when it was 1st being proposed for 7 house lots in 2015/2016. This proves that my concerns are not new. However, my concerns about this property are even greater now because time has revealed the repercussions of allowing developments that affect wetlands that have been allowed by Cape town boards in the past. As our knowledge about the fragility of the Cape Cod environment has increased, this town, along with others Cape-wide are seeing many examples of the results of development that adversely affect fragile wetlands. We need to look no further than the toxic Cynobacteria blooms in West Reservoir, John Josephs Pond and Seymour pond that are happening in Harwich as I write this.

There is no doubt that there is a need for affordable housing in Harwich, as well as all of Cape Cod, Massachusetts and beyond. This development is not geared to working families as 15 of the 24 "affordable rate" apartments are 1 bedroom. A development like this with 72 market rate apartments increases the density of the town more than the affordable housing supply. There are other more suitable sites, away from vital wetlands, which could accommodate affordable housing in smaller projects that would just increase the affordable housing supply, not the population of the town. My other concerns are (1) This massive building does not favorably reflect the character of residential Harwich (2) traffic problems created by 300 + people going in

and out of this development onto Sisson Road near the Elementary School/Harwich Center every day will be a nightmare (3) a development of this magnitude will increase burdens on our police/fire/rescue department.

But first, most importantly, please consider the negative environmental impact any development on this critical land, especially one of this magnitude, will do to the health of our wetlands. If we all don't stay vigilant and protect our environment now ---our water, our air, our quality of life---none of us will be able to live here or anywhere, affordable or not.

Respectfully submitted,

Georgene Riedl
486 Main Street, Harwich Port
CC-- Attachment

25 January 2016
To the Harwich Planning Board

I have walked the site of the proposed development between Sisson Road and Forest Street. I object to the development of homes which are proposed for this area because it is such a critically sensitive environment. There is a wetland with standing water adjacent to it which ultimately feeds into Grassy Pond and into Nantucket Sound.

I hope you will consider, first of all, that the extreme contours of the land will require massive excavation which will disrupt the Eastern Box Turtle habitat as well as other wildlife in this area. Secondly, that any new homeowners living at this proposed development will utilize, as most homeowners do these days, fertilizers, pesticides, and herbicides---all of which will percolate into the adjacent wetland. Thirdly, any additional clearing of vegetation, dumping of brush, etc. by the homeowners in the development will be difficult to monitor by town officials, requiring extra funding, etc. by the taxpayers of Harwich. Self-monitoring by a homeowners' association in the development would have no oversight. As the land exists now, it is a wild and an almost impenetrable area which is not susceptible to dumping, etc. (I disagree with David Callaghan of the Real Estate and Open Space Committee who is quoted in the Chronicle as saying "a heck of a lot of trash ends up in that area along Forest Street". I have driven and walked along Forest Street for almost 50 years and do not consider it a "trashy" area.)

I hope that the Planning Board will keep my concerns in mind when they consider this proposal and I hope that more consideration be made by you and other Town Boards to preserve this entire 13.2 acre parcel as conservation: forever wild for the quality of water and for the quality of life in Harwich.

Respectfully submitted,

Georgene Riedl
Harwich Port
CC: Harwich Conservation Commission, Harwich Conservation Trust, Real Estate and Open Space Committee, Harwich Board of Selectmen

July 22, 2021

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

RE: Chloe's Path 40B Proposal

Dear members of the board,

I am the owner of 195 Sisson Road and after a community meeting held on Tuesday evening, July 20th, I have significant concerns about the scope and scale of the proposed development on Chloe's path.

I was born and grew up on Cape Cod and I am intimately familiar with the challenges of finding affordable and stable rental housing in this community. One of the reasons I decided to buy rather than rent was because I wanted control and stability over my living situation. I realize I was incredibly fortunate to have that option. I am for creating more rental housing that fits within the fabric of our towns and villages. However the claims made at the meeting on Tuesday night that this 96 unit, 300 person occupancy development will be a gift to the housing market on Cape are disingenuous at best. It does not take an expert to see through the veil of offering only 24 "affordable" units out of 96, which are not guaranteed to go to people already living, working, and in dire need of housing on cape as an excuse for the owner and developers to maximize their profits while offering a minimal return benefit for the community. This is financial greed disguised as altruism.

The massive size of this development poses traffic risks on an already busy street with the entrance to Chloe's Path directly across from a school drop off entrance and exit at the community center, connecting to a major road to the south (rt 28) and to the already dangerous intersection of Sisson, Main street and 124. Compound this with traffic from the new mini golf constructed on Sisson, the grocery store on Sisson and people coming and going from the school and highway, this seems like a recipe for a traffic nightmare. Not to mention the congestion that would hinder the first responders coming and going at the police and fire station. At this community meeting the developers admitted no traffic studies had been done, and that on their current timeline they would not be done until the fall which would not take into account the dramatic rise in traffic in the summer months.

There were also no privacy or safety considerations for current direct abutters on Sisson. Five homes would be directly backing up onto this development. As a single female that lives alone and a survivor of sexual assault in my own living space at the time, the idea of 300 plus people and their visitors, delivery drivers, utility workers etc coming and going on a daily basis with direct sight and access to my backyard is horrifying. I have spoken with homeowners who live near the apartment complex in Yarmouth on 28 on the site of the former Cavalier motel and they

say that there is an immense spillover effect into the surrounding residential neighborhoods of constant foot traffic of smokers, littering of cigarette butts, nip bottles, and general loitering to the extent that it harms business in the nearby plaza. When we think of the proximity of this site to Harwich Elementary School, does this sound responsible? When we think of attracting tourist dollars to our town, does this sound like the kind of environment people are expecting when they visit Cape Cod? This sounds like it belongs in Boston or the surrounding neighborhoods, not next to a small residential coastal village.

The plan of 7 duplexes as mentioned in the May 24th selectmen's meeting sounds much more sustainable and within reason to fit into the existing space and neighborhood, making space for families and taxpayers invested in keeping their neighborhood safe without such a strain on services or safety. The transition to an apartment complex of this scale is baffling and can only be explained by financial gain for the developers and owners.

I am all for building rental housing that fits the needs of our community. But this development in its current state will irrevocably change the footprint of this community while offering little benefit to the people that need reliable housing the most. Overdevelopment in such a small area already burdened with delicate infrastructure is not the answer to the Cape's housing crisis. The assertion by Andrew Singer, the lawyer representing the development, that this would help the town achieve its affordable housing quota or goal, while it may be a legal loophole, is a misrepresentation of the reality of how this would impact the community with little benefit to those who need affordable housing the most.

I question why the town would be so permissive with a proposal of this scale, when it would not add to the tax base and long term financial health of the town in any real way. I am also concerned as to why there was no representation from the BoS at this community meeting. How could you accurately ascertain the interest or concerns of a community if you are not present to do so?

Please consider asking the developers at Monday night's meeting to pause this project until further information and data regarding traffic, safety, wastewater and community impact can be studied, with real answers and solutions delivered to the current residents in this area as well as asking them to reconsider the overall size and scale, which in its current form does not sound sustainable or safe.

Sincerely,

Karen Beaty

From: Contact form at Harwich MA
Sent: Friday, July 23, 2021 3:25 PM
To: Joe Powers
Subject: [Harwich MA] Chloe's Path Proposal (Sent by Robert Clobridge, perceptualmoment@gmail.com)

Hello jpowers,

Robert Clobridge (perceptualmoment@gmail.com) has sent you a message via your contact form (<https://www.harwich-ma.gov/user/1733/contact>) at Harwich MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.harwich-ma.gov/user/1733/edit>.

Message:

I live at 225 Sisson Road and am a direct abutter to the proposed Chloe's Path project. I am in full agreement with the letter submitted by Peter Gori et al. I would like to offer that I believe that it would be highly irresponsible for our town leadership to endorse this plan without more in-depth analysis. Of particular concern are traffic/safety and environmental/water issues. There is no question that affordable housing is needed on the Cape, but the scope of this project demands more review. Thank you for your service to the town.

Robert Clobridge
PO Box 606
West Harwich MA 02671

Harwich board of Selectmen

RE: chloe's path + 96 units

July 24, 2021

Dear Selectmen,

Please consider rejecting The proposal for chloe's path.

A development this big has no place in Harwich. It's just too much density intensity for any area to handle.

Maybe more suitable for Yarmouth or Waltham, but not in Harwich, please.

Possibly 10-12 units would be acceptable for a lot this size. This is a town, not a city.

Thank you,

Robert Thomasan
77 Oliver Snow Rd.
Harwich Port.





August 8, 2021
26 Pleasant Lake Ave
Harwich, Ma

Town of Harwich
Select Board Members
Dear Elected Officials:

I am writing to let you know that I agree with your firm actions in past months and presently. You have upheld Covid regulations, took a positive position on noise and alcohol statutes, Completed the Harwich Center Sidewalk project as per the Grant terms.

The sidewalk project has been positive. I see the effects daily. Traffic is still excessively heavy and I await the results and recommendation from the study done this last week of RTE 124. and the next phase for the center.

I am in agreement with the opposition to the 92 unit "friendly 40b" for Chloes Path off Sisson Road. It is not a true affordable plan and even if it were, the traffic and environmental concerns would make it not desirable.

The Halls Path East Harwich fiasco was well handled. I think someone should be paying a big fine!!

Our Town Manager is visible, vocal, and seems to work hand in glove with all of you. Nice change and good choice.

Thank you for getting us through the year so far. I encourage you to remain fiscally prudent as you go about managing OUR TOWN.

Most sincerely,

PATRICIA STACKHOUSE

From: patrick otton

Sent: Friday, August 6, 2021 8:37 PM

To: Michael D. MacAskill ; Don Howell ; Larry Ballantine ; Mary Anderson ; Danielle Delaney ;patrick otton

Subject: P. Otton Comments Chloe's Path affordable housing development

August 6, 2021

Harwich Board of Selectmen

re: Local Initiative Program (LIP) for Chloe's Path affordable housing development

After attending via Channel 18 the Selectmen's meeting Monday July 26th and listening to attorney Singer's presentation here are my thoughts and concerns for the proposed Chloe's Path development. Submitted for the record. Thank you.

If you really are the Gallant Heroes you pretend to be - Saving Harwich and improving 401b status, why just 23 units out of 96?

If you really are the Gallant Heroes you pretend to be - why not make the entire development a 401b?

If you really are the Gallant Heroes you pretend to be - Why not listen to the neighbors and put in a development that suits the neighborhood and fits in to the rest of Harwich?

Gallant Heroes - Do 401b occupants get to pick and choose where they want to live ? Which apartment they get?

Gallant Heroes - Which apartments are the most desirable? and Which apartments are designated as 401b?

Gallant Heroes – Why is it that you want to rezone the wetlands and protected areas? Don't you care about Wildlife? Don't you care about Cape Cod? Or is it only your bank account that you really truly care about?

Gallant Heroes - Are all Apartments built to exactly the same standard? For example: All with granite counter tops? All will with tiled floors, etc.?

Gallant Heroes - Why don't you really truly do something wonderful for Harwich put in a complete 100% 401b complex – all units? And who knows you may even get a chance to call Bush/Singer Towers.

Harwich sees this schema again and again: A developer going to do wonderful things for Harwich under the guise of a 401b label. If Harwich truly wants to address housing, both over-development and as well future “affordable” housing why not apply a 50% sales tax on all

property sold for development and put that money towards affordable housing and/or purchasing land for conservation – never to be developed?

Thank you,

Patrick Otton
49 Kendrick Rd

From: "Gary J. Zelch via Harwich MA"
Date: August 9, 2021 at 3:30:50 PM EDT
To: Jamie Goodwin
Subject: Town
Reply-To: "Gary J. Zelch" <gjzelch@charter.net>

Submitted on Monday, August 9, 2021 - 3:30pm

Submitted values are:

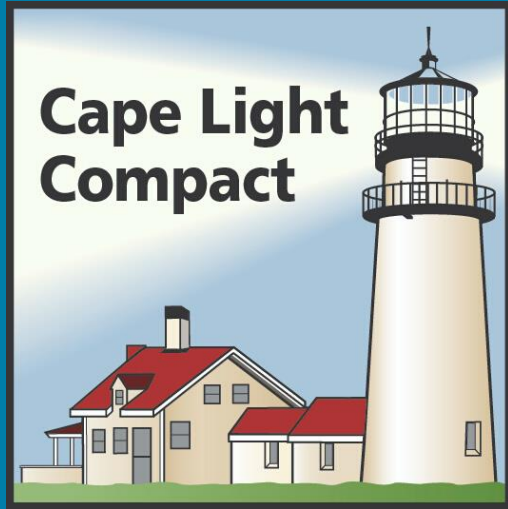
What does this comment regard: Town

Please include any questions or comments: I wish to register my opposition to the "Chloe's Path Housing" project. I am an abutter at 205 Sisson Road. Almost 100 housing units at even 2 people per unit creates a 200 person cluster with 100 cars exiting & entering Sisson Road (only 1 way in and out) three doors away from me every day. Sisson Road is busy to begin with. A red light would be necessary immediately & create a traffic nightmare. If there are kids in this development, they would cut through my yard on the way to school. As is, my yard may fall into the street soon if a sufficient wall is not erected. We would welcome 10 to say 15 houses, but 100 units? It's silly. Sisson Road (top to bottom) probably has less than 100 houses on the entire road now - you want to double it? This is a bad idea. Some builder (eventually) will realize this property would be great for 10 to 15 regular houses, but I get the feeling the town has been holding back any progress with restrictions. Please entice a builder with a realistic plan and don't restrict them out of a rational profit to build something good for the town and the neighbors.

==Please provide the following information==

Name: Gary J. Zelch
Email Address: gjzelch@charter.net
Address: 1 Old Upton Road
City: Grafton, MA
State: Massachusetts
Zip: 01519

PUBLIC
COMMENTS /
ANNOUNCEMENTS



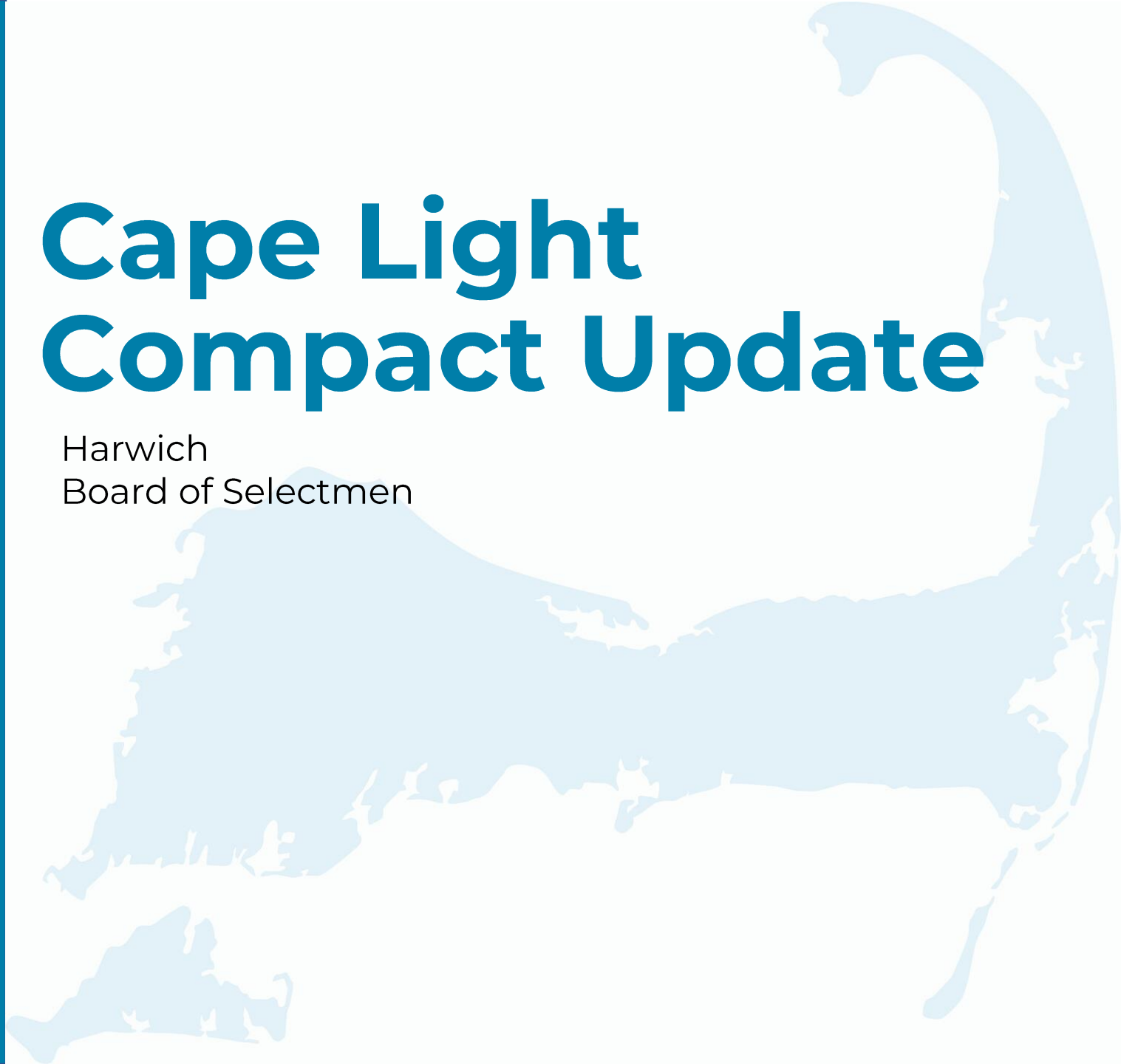
**Cape Light
Compact**



Your Trusted, Local Energy Resource

Cape Light Compact Update

Harwich
Board of Selectmen



Community Benefits since 2001*

Reinvested
\$350 Million



Saving 5.18
Billion kWh



Total benefit
of \$1.2 Billion



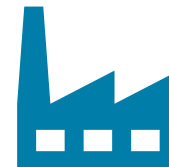
791,262 vehicles
driven for a year



412,120,104 gallons of
gas consumed



422,630 homes' energy
use for one year



0.941 coal-fired power
plants in one year

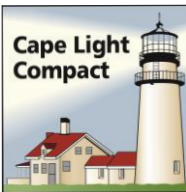
**data is through 2019 and includes all the CLC territory*



2018-2020 Town-Specific Data

Year	Annual kWh Savings	Actual Expenditures	Participants
2018	2,217,895	\$1,874,866	3,691*
2019	1,868,376	\$1,971,168	1,618
2020	4,104,421	\$1,797,876	1,438
Total	8,190,692	\$5,643,910	6,747

*Starting in 2019, participant counts no longer included individual participation in the retail lighting program, thus the change in participation rates from 2018-2019.



Energy Efficiency Updates: Responding to Economic Needs Due to COVID

- Offering customers a choice on Virtual Home Assessments or On-Site Home Assessments
- Through September 30, 2020 we increased our offer to a 100% incentive for recommended insulation for residences.
- Enhanced Refrigerator and Freezer Recycling Incentive: increased offer from \$75 to \$125 through October 31, 2020



Energy Efficiency Updates: Responding to Economic Needs Due to COVID

- Small Businesses through October 31, 2021- Up to 100% incentive on:
 - LED lamps and fixtures
 - HVAC and lighting controls
 - Water saving equipment
 - Pipe insulation
- Additional enhanced Business Incentives (Lighting, Kitchen Equipment) available at www.capelightcompact.org/businessoffers



Main Streets event for businesses

- Working with our Energy Efficiency vendors, RISE Engineering and NRM, we go door-to-door in a designated area or street to small businesses to install energy efficiency measures on-site.
- Additional energy-saving opportunities are available during follow up appointments.
- Businesses can receive up to 100% off eligible energy efficiency upgrades.

Harwich event began Tuesday, April 27th and ran through Thursday, April 29th.

- 24 customers served
- \$163,484 incentives reinvested
- 160,143 kWh savings



2021 Residential Rebates

- **New rebates for residential customers**

- Ground Source Heat Pumps - \$2,000 per ton
- Air to Water Heat Pumps - \$1,250 per ton
- Heat Pump Water Heaters are now eligible for rebates when replacing oil or propane water heating systems

Oil and Propane Heating

Up to **\$2,300 rebate*** for oil & propane heating systems.

Oil and Propane Hot Water

\$400 rebate* for Oil or Propane Indirect Water Heater

\$800 rebate* for Propane On-Demand Tankless Water Heater

*Natural gas equipment related rebates are available at through National Grid

Electric HVAC

\$1250/ton on Mini-Split or Central Heat Pumps, Displacing Oil, Propane, and Electric Resistance using integrated controls or fully replacing the system

\$250/ton for Central or Mini Split Heat Pumps not displacing oil, propane, or electric

\$50/ton for Central AC

Electric Hot Water

Up to **\$600** on Heat Pump Water Heaters replacing electric, oil or propane hot water systems.

ENERGY STAR® Appliances

\$40 rebate on Room Air Cleaners

\$30 rebate on Dehumidifiers

\$50 rebate on Elec. Clothes Dryers

ENERGY STAR® Smart Thermostats

\$100 rebate on Smart Thermostats

Fridge and Freezer Recycling

\$75 rebate for recycling your working fridge or freezer.

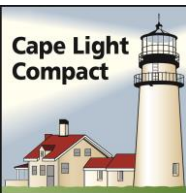
Call 1-877-889-4761 or visit the link above to schedule your pickup

Get instant rebates on energy efficient products and appliances at www.masssave.com/store



Renter and Income Eligible Offer

- The Compact is committed to ensuring we are providing equitable service to our renters and income eligible customers.
 - **Renters and customers with income below 80% of the state median income(SMI)** are eligible for **100% off** recommended insulation and air-sealing upgrades.
 - **Customers making below 60% SMI** are eligible for the 100% offer and additional services including:
 - electric and gas discount rates
 - fuel assistance
 - appliance and heating system upgrades, depending on the efficiency of the existing equipment



Cape and Vineyard Electrification Offering (CVEO)

- Objectives
 - **250** total non-gas heated participants, tiered services by income: Low-income (up to 60%), moderate income (61-80%)
 - **Enhanced incentives for all three measures for customers below 81% of SMI**
 - Convert oil, propane, electric resistance heat to cold climate heat pumps
 - Install PV systems to support electrification of heating system and reduce GHG emissions
 - Install battery storage for demand response
- Addresses the upfront cost barrier



USDA Rural Utilities Service Rural Energy Savings Program Loan

- Compact application for a \$4,900,000 solar loan program submitted to USDA RUS in December 2020
- Would establish a solar loan program for residential and small businesses on Cape Cod and Martha's Vineyard
- Loan amount: up to \$50,000
- Term: 10 Years
- Interest Rate: 2.25%



Green Communities

The Compact continues to assist towns with receiving Green Communities Designation and Grant funds. Yarmouth was designated in December 2018.

2018 - \$152,910

- to fund energy conservation measures, boiler, pump variable frequency drive, and energy management system, in municipal facilities including Brooks Free Library.



Power Supply Updates

Current Standard Pricing is

Residential	10.743 cents/kWh
Commercial	9.999 cents/kWh
Industrial	8.784 cents/kWh



We offer three options for customers

- Standard = Matches 100% of usage with Renewable Energy
- CLC Local Green 50% = Matches 50% of usage with Local renewables*
 - An additional 1.3 ¢/kWh
- CLC Local Green 100% = Matches 100% of usage with Local renewables*
 - An additional 2.7 ¢/kWh

*These are MA Class 1 Certified Renewable Energy Certificates

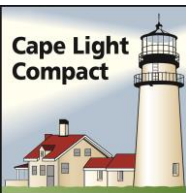


Thank You!

www.CapeLightCompact.org

Energy Efficiency: **1-800-797-6699**

Power Supply: **1-800-381-9192**



CANDIDATES' FORUM



for the Special Election
September 21, 2021



HEAR FROM CANDIDATES
FOR THE HARWICH
BOARD OF SELECTMEN

THURSDAY, SEPTEMBER 2, 6 P.M.
GRIFFIN ROOM, TOWN HALL

Bring your questions and join us!

*Sponsored by the Harwich Voter Information Committee and
moderated by the League of Women Voters of the Cape Cod Area*

For more information, email HarwichVoterInfo@gmail.com
or visit www.harwich-ma.gov/voter-information-committee

The last day to register to vote in this
Special Election is September 1, 2021!



CONSENT AGENDA

August 7, 2021

Town of Harwich
Board of Selectmen

Dear Selectmen, / *Mrs. Doucette*

Due to personal reasons and imminent relocation off cape, I hereby resign my position as Alternate Member of the Planning Board for the Town of Harwich effective August 10, 2021.

It has been a privilege to serve with so many dedicated people. Thank you.

Sincerely, *Arthur Rouse*

Arthur Rouse



**BALLOT
COMMONWEALTH OF MASSACHUSETTS
TOWN OF HARWICH
SPECIAL ELECTION BALLOT
SEPTEMBER 21, 2021**

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 Community Center Gymnasium, 100 Oak Street, in said Town on Tuesday, September 21, 2021

POLLS WILL BE OPEN AT 7:00 A.M. and CLOSE AT 8:00 P.M.

To choose on one (1) ballot the following Town Officer: one (1) member of the Board of Selectmen to fill a vacancy.

Hereof fail not to make return of the Warrant with your doings thereon at the time and place of said meeting.

Given under our hands this _____
date

Michael D. MacAskill

Larry G. Ballantine

Mary E. Anderson

Donald F. Howell

BOARD OF SELECTMEN

A true copy Attest:

Constable

Date: _____

By virtue of this Warrant I have this day notified and warned the inhabitants of the Town of Harwich, qualified to vote in elections and town affairs, to meet in the Community Center, 100 Oak Street in said Town on Tuesday, September 21, 2021, at the time and place for the purpose herein named by posting up attested copies thereon in the four (4) Post Office buildings and in Harwich Community Center, which covers all four precincts, at least fourteen (14) days before the time of said meeting as within directed, and causing an attested copy thereof to be published in the Cape Cod Chronicle published in Barnstable County and having its circulation in the Town of Harwich.

Constable

NEW BUSINESS

Monomoy Regional School District



Dr. Scott Carpenter

Superintendent

Marc Smith

Director of Curriculum

Melissa Maguire

Director of Student Services

Michael MacMillan

Business Manager

Paul G. Donlan

Treasurer

August 13, 2021

Town of Harwich

732 Main Street,
Harwich, MA 02645

To Whom It May Concern,

The Monomoy Regional School District is pleased to enclose a check for **\$57,519.51** as a donation toward the cost of building a new community playground at the Harwich Elementary School.

This donation is made from funds which were raised by the Harwich Elementary Parent Teacher Organization and also through a donation from the original Castle in the Clouds Committee.

The School Committee continues to be grateful for all the work being undertaken by the Town of Harwich for this project and looks forward to the time when students at Harwich Elementary School will once again be able to enjoy a playground next to their school.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Nancy Scott".

Nancy Scott

School Committee Chair

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

Meggan M. Eldredge, Assistant Town Administrator



Memo

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

From: Meggan Eldredge, Assistant Town Administrator *ME*

RE: Contract with Design Built LLC dba Childscapes

Date: August 23, 2021

This memorandum corresponds to *New Business Agenda Item A (b) vote to award the contract for construction to Design Built LLC dba Childscapes in the amount of \$317,000.00*

The Community Playground at Harwich Elementary School was designed by Devellis Zrein Inc. The Invitation for Bid for the construction of the playground went out according to MGL Chapter 30, Section 39M. A base bid along with two alternates that incorporate the proposed shade structures were requested.

The bid opening occurred on July 1, 2021 with a total of 5 responsive and responsible bidders with the following results:

Bidder	base bid	alternate #1	Alternate #2	Total bid
Rock Solid Construction	\$ 430,469.00	\$ 4,500.00	\$ 7,500.00	\$442,469.00
Paqcon	\$ 525,000.00	\$17,000.00	\$ 25,000.00	\$567,000.00
The Coastal Companies	\$ 397,400.00	\$19,800.00	\$ 27,200.00	\$444,400.00
UEL Contractors	\$ 397,000.00	\$19,000.00	\$350,000.00	\$451,000.00
Design Built	\$ 317,000.00	\$ 5,935.00	\$ 5,935.00	\$328,870.00

While the construction IFB was in process, Devellis Zrein Inc. obtained quotes for the equipment, which is to be purchased under a separate procurement off of the State Contract. Quotes for the equipment are indicated as follows:

Equipment manufacturer	description	cost	
Park Street Playground	accessible equipment	\$ 26,446.00	
NERG	Nautical structures	\$ 68,425.00	
Burke	play structures	\$ 118,210.00	
Equipment total		\$ 213,081.00	
5% construction contingency		\$ 15,850.00	
Additional engineering (if deemed necessary)		\$ 5,000.00	
Devillis Zrein design (completed)		\$ 25,000.00	
Base Bid winner	Design Built	\$ 317,000.00	(no alternate
total project cost		\$ 553,431.00	
CPC article 37, ATM21		\$ 500,000.00	
Monomoy School Donation		\$ 82,519.51	
total funding available		\$ 582,519.51	

There was a concern regarding the involvement of a vendor whose equipment was utilized in the development of the design plan (Childscapes). This vendor also has construction and equipment divisions (Design Built and Burke) who bid on the construction and are listed as equipment vendors. Because of this concern, the Attorney General's Construction Bid Unit was contacted to ensure the procurement process was done properly and that this one company is able to bid on a project that they were involved in designing. The AG's office confirmed that the process is compliant and Design Built dba Childscapes is able to bid on the project.

An additional delay in the award was due to a funding appropriation issue. The CPC funding totals \$500,000.00 while the total project cost exceeds \$553,000.00. The Monomoy School District was able to raise private funds to support the cost of the playground, and the remainder of those funds are required to be in the possession of the Town of Harwich prior to approval of a contract. The School District held a meeting on August 11th to vote to donate the funds to the Town and an action taken at the Board meeting on August 23rd will accept those funds.

The overall project costs may change due to increases in equipment and shipping costs as the quotes obtained are 6 weeks old. We will work with the designer to keep costs within the appropriated amount of funding to gain as much equipment as possible during this playground build. There is also a concern regarding the timing of the construction. There is a poured-in-place ground cover incorporated into the design that needs to be installed before temperatures get too cold. If equipment is delayed due to manufacturing and shipping times, the project may require a spring build. We will work with the equipment suppliers and the construction vendor to make a best effort for a fall build.

I recommend the Board's approval and execution of this contract.

FORM FOR CONTRACTOR'S BID
FOR
HARWICH ELEMENTARY SCHOOL PLAYGROUND PROJECT
HARWICH, MA

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

A. The undersigned Bidder, in compliance with your invitation for bids for the project known as the Harwich Elementary School Playground Project (Project) in the Town of Harwich, Massachusetts (Owner), having examined the plans and specifications prepared by DeVellis Zrein Inc. and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

B. This bid includes addenda numbered #1 to _____

C. The proposed contract price is THREE HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY DOLLARS
dollars (\$ 328,870.00). Total of Item 1, Item A1, and
Item A2.

For Item 1 Base Bid – Harwich Elementary School Playground Project:

The proposed contract price is THREE HUNDRED SEVENTEEN THOUSAND DOLLARS
dollars (\$ 317,000.00).

For Item A1 Alternate No. 1 – 10-foot by 10-foot Shade Structure:

The proposed contract price is FIVE THOUSAND NINE HUNDRED THIRTY FIVE THOUSAND DOLLARS
dollars (\$ 5,935.00).

For Item A2 Alternate 2 – 16-foot by 24-foot Shade Structure:

The proposed contract price is FIVE THOUSAND NINE HUNDRED THIRTY FIVE THOUSAND DOLLARS
dollars (\$ 5,935.00).

D. Not Used.

5. The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.
6. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
7. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the opening of bids.

G. Attachments to this Bid

The following documents are submitted with and made a condition of this Bid:

1. Bid Form.
2. Required Bid Security in the form of a Bid Bond or money order
3. Bidder's Qualification Statement
4. OSHA Training Certification
5. Certification Statement Regarding State Taxes, Equal Employment Opportunity, Non-Debarment, and Non-Collusion.

Date 6/30/2021

Name of General Bidder (company/business): DESIGNBUILT LLC dba Childscapes

By (authorized signature of bidder): [Signature], President

Name and Title of person signing bid (printed): Timothy J. Pestko, President

Bidder's Business Address: 835 PLAIN STREET UNIT # 21

City / State: MALDENFIELD, MA. 02050

Phone No.: 781-837-6412 Fax No.: 781-837-9229

Email: tpestko@childscapes.net

Check appropriate category of business.

a corporation, organized and existing under the laws of the state of MA

a partnership

a joint venture

an individual

doing business as Childscapes

END OF SECTION

TOWN OF HARWICH
Elementary School Playground

Addendum #1
June 25, 2021

The attention of bidders submitting bids for the subject project:

**ELEMENTARY SCHOOL PLAYGROUND
INVITATION FOR BID (IFB)**

are called to the following addendum.

Bidders shall confirm receipt of Addendum 1 in their bid submission.

Bid Questions & Responses and Additional Information/Clarifications:

1. The Bid Form is attached to this Addendum #1
2. Question: Must the Bid Bond Page be submitted or is just the bid bond itself?

Answer: the Bid Bond Page is required

3. Question: Who is supplying the equipment and surfacing?

Answer: The Town of Harwich is supplying the equipment. The Surfacing is not included and should be priced out.

4. Question: Do I have to be a Burke Certified Installer?

Answer: All bids will be reviewed, playground installation certification is preferred but not required. Burke Certified is preferred but not required.

5. Question: Can a permeable product be used as an equivalent for the rubber safety surfacing?

Answer: No, permeable products cannot be substituted for the rubber safety surfacing.

***** END OF ADDENDUM #1 *****

ISSUED THROUGH

A. A. DORITY COMPANY

Bid Bond

Bond No. 72376022

KNOW ALL MEN BY THESE PRESENTS That Design Built LLC dba Childscapes
of 835 Plain St., Suite 21 Marshfield, MA 02050, as Principal,

and the Western Surety Company, organized under the laws of the State of South Dakota, as Surety,

are held and firmly bound unto the Town of Harwich, as Obligee,

in the sum of 5% of the attached bid, lawful money of the United States, to be paid to the said Obligee for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors or assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for:

Harwich Elementary School Playgroung Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Dated this day, June 16th, 2021.

Design Built LLC dba Childscapes

✓
By: 
Its: _____ Principal

Western Surety Company

By: 
Philip B. Crawford Attorney-in-Fact

Producer: A. A. DORITY Company, Inc.
226 Lowell Street, Suite B-4;
Wilmington, MA 01887
(617) 523-2935 - Fax: (617) 523-1707

BIDDER'S QUALIFICATION STATEMENT

To induce the making of this Contract, the Bidder represents to the Owner the following, as evidence of Bidder's Qualifications to perform the work herein specified:

1. How many years has your organization been in business under the name in which you propose to execute this Contract?
10 Years

2. What projects of character similar to that proposed has your present organization completed? Give the information indicated by the following tabulations:

See ATTACHMENT FOR ADDITIONAL INFORMATION

NAME, ADDRESS, AND PHONE NO. OF OWNER FOR WHOM WORK WAS DONE	REFERENCE PERSON'S NAME, PHONE NUMBER, AND EMAIL	DESCRIPTION OF WORK	APPROXIMATE AMOUNT OF CONTRACT	APPROXIMATE DATE WORK WAS DONE
EAST BOSTON EARLY CHILDHOOD 135 Gove Rd E. BOSTON, MA 02128 617-635-6456	DAVID ROGAN JR PAUL J. ROGAN CO. davidjr@pauljrogan.com 781-843-1900	① provide AND INSTALL playground equipment by BURKE AND Gametime. ② provide AND INSTALL PEP Rubber surfacing.	\$216,782 ⁰⁰	5/2021
May Institute One Commerce Way NORWOOD, MA 02062 50 CONCORD ST WILMINGTON, MA 01887	Jeff Pyke May Institute jpyke@mayinstitute.org 781-437-1203	① demo old playground ② provide + install new playground ③ supply + install PT NAILS, TURF AND PEP Rubber ④ Fencing ① Demo + Excavate site ② supply + install Turf ③ supply + install PEP Rubber	\$233,861 ⁰⁰ ----- \$106,274. ⁵⁰	IN PROCESS ----- 10/2018
Cohasset Public Schools - Osgood Elementary Michael Macmillan 210 Solier St Cohasset MA 02025 781-383-0611	Michael Macmillan mmacmillan@COHASSETK12.ORG 781-383-0611 Lisa Annell lannell@COHASSETK12.ORG 781-383-6117	① demo old playground. ② Excavate site ③ provide + install Turf playground ④ supply AND install sub-base and compact ⑤ supply AND install PEP rubber surfacing. ⑥ supply + install fence.	\$182,440 ⁰⁰	Summer 2020

National Recreation and Park Association

Let it be known that

TIMOTHY PESKO

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



Certified Playground Safety Inspector

T. JEFFERSON

NRPA PRESIDENT AND CEO

April 06, 2021

DATE CERTIFIED

50999-0524

CERTIFICATION NUMBER

May 01, 2024

EXPIRATION DATE



National Recreation
and Park Association

Because everyone deserves a great park



Certificate of Achievement

Awarded to:

Tim Pesko

Has completed the

Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the International Playground Contractors Association

2019-01340

Certificate Number

12/31/2022

Expiration Date

Ed Miller

*Ed Miller
NPCAI Board Chair*

02/26/2019

Issue Date



COMMONWEALTH OF MASSACHUSETTS
Division of Professional Licensure
Board of Building Regulations and Standards

Construction Supervisor

CS-075306

TIMOTHY J PESKO

Expires: 11/16/2022



Commissioner *Laura R. Emilia*

Construction Supervisor

Unrestricted - Buildings of any use group which contain less than 35,000 cubic feet (991 cubic meters) of enclosed space.

Failure to possess a current edition of the Massachusetts State Building Code is cause for revocation of this license.
For information about this license
Call (617) 727-3200 or visit www.mass.gov/dpl



3/30/2013

This card acknowledges that the recipient has successfully completed a
30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

TIMOTHY PESKO

Marie Athey

3/30/2013

(Trainer name - print or type)

(Course end date)



National Playground
Contractors Association

Certificate of Achievement

Awarded to:

Allen Zenker

Has completed the

Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

2019-1468

Certificate Number

12/31/2022

Expiration Date

Ed Miller

*Ed Miller
NPCAI Board Chair*

02/26/2019

Issue Date



June 30, 2021

To Whom It May Concern,

Please consider this letter as verification that Childscapes, 835 Plain Street, Unit 21, Marshfield, Massachusetts, is a Certified Installer of playground, park and recreation equipment manufactured by BCI Burke Company, LLC.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Krug".

Ken Krug
Plant Manager
BCI Burke Company, LLC

KK /ew

BCI Burke Company, LLC

Let it be known that

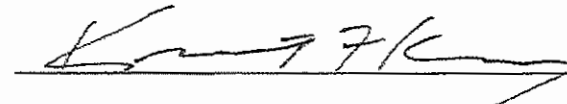
Tim Pesko

with

Childscapes

attended and successfully completed the installation training at the
2019 BCI Burke Company Factory Certified Installers Training.

February 27th-28th, 2019
Fond du Lac, Wisconsin
Expiration: March 1, 2022



Ken Krug, Plant Manager/Supplier Performance

BCI Burke Company, LLC

Let it be known that

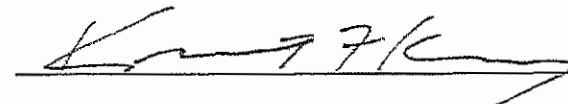
Scott Junior

with

Childscapes

attended and successfully completed the installation training at the
2019 BCI Burke Company Factory Certified Installers Training.

February 27th-28th, 2019
Fond du Lac, Wisconsin
Expiration: March 1, 2022



Ken Krug, Plant Manager/Supplier Performance

References – Additional available upon request. Please see project renderings attached.

The Guild for Human Services, Concord, MA:

Contact Person: Maureen Costello-Shea

Telephone.

Email: _____ ices.org

Completed: 12/2018

Project Total: \$ 444,618

Scope of Work - Remove all trees and stumps. Excavate site to accept new Burke Structure # 38-106753-5. Install Block Retaining Wall and provide and compact sub-base materials for surfacing. Provide and Install Burke playground equipment and Poured- in-Place Rubber Safety Surfacing. Supply and Install fencing.

The City of Danbury, CT – Citywide Fitness Courses:

Contact Person: Tom Hughes, Construction Services Supt.

Telephone:

Email: _____

Completed : 11/2019

Project Total : \$ 999,010

Scope of Work - Provide all necessary machinery and manpower to excavate 5 Burke Fitness Courses. Install Burke fitness courses and sub-base materials for surfacing. Provide and Install Poured-in-Place Rubber Safety Surfacing.

Town of Weymouth, MA – Tufts Library Playground Project:

Contact Person: Steve Reilly, John Macleod, Park & Recreation

Telephone

Email:

Completed: 05/2020

Project Total: \$ 435,241

Scope of Work - Provide and install Burke Structure # 38-111948-11. On a base prepared by others, provide and Install Poured-in-Place Rubber Safety Surfacing.

City of Quincy, MA – Whitwell Street Playground Project:

Contact Person: Paul Franz, Park & Recreation

Telephone.

Email:

Completed: 07/2020

Project Total: \$ 223,546

Scope of Work - Demo existing play structure and footings. Excavate and dispose of removed earth materials. Provide and Install Burke Structure # 38-128521-6. Provide and Install Sub-base and Poured-in-Place Rubber Safety Surfacing. Provide and install Wood Fiber Safety Surfacing and Geotextile Filter Fabric. Supply and Install partition fencing.



Design Built LLC dba Childscapes
10 Digit Vendor Code
Expiration Date : 6/30/2023

MA State Contract FAC104
VC 0000553006

Appendix A – Categories 6 through 12 (See appendix for descriptions.)



Appendix A:

Category Descriptions & UNSPSC Codes

1. **Nursery Products** – includes live (plant) stock (shrubs, trees, bushes, ground covers, perennials and annuals, etc.), sod, low water plants, plants native to MA, and related products
2. **Turf and Landscape Products** – includes seed, sod, pesticide and related products including contractor and arborist tools and supplies, irrigation and water management supplies, landscape lighting, decorative stone, and related products
3. **Compost and Mulch** – includes compost and compost-manufactured loam (CML) for agricultural, landscaping, erosion control, and other appropriate applications
4. **Soil Aggregate Products** – includes items that can be added to the soil for enhancement purposes, whether for growth, aesthetics, drainage or safety, including but not limited to stone, gravel, soil amenities sand, topdressing and loam
5. **Fertilizer, Including Organic** – includes fertilizers, both synthetic and organic, and related tools and accessories
6. **Playground Equipment** – includes composite structures and individual components primarily for age groups 2-5 and 5-12
7. **Playground Surfaces** – includes athletic surfaces, tiles, synthetic grass, wear mats, engineered wood fiber (EWF), and poured in place (PIP) rubber for playgrounds, splash pads, courts, fields, and other related outdoor recreation
8. **Site Furnishings/Amenities** – includes but not limited to benches, trash receptacles, bike parking/racks, planters, tables and chairs, tree guards and gates, signage, grills, fire rings, bleachers, flag poles, water bubblers, pet friendly features, etc.
9. **Sport and Fitness Equipment** – includes sports related equipment for skate parks, bike parks, basketball courts, soccer fields, football fields, pickle ball courts, lacrosse fields, field hockey fields, tennis courts, volleyball courts, baseball fields, track and field events and other related sports facility equipment
10. **Outdoor Shelter/Shade Structures** – includes but is not limited to shelters, kiosks, bus stops, picnic shelters, dugouts, gazebos, park pavilions, playground shelters, sidewalk covers, portable restroom shelters, and sheds
11. **Splash Pads and Water Play** – includes splash pad/water play structures, sprays and individual components
12. **Parks and Recreation Installation and Maintenance** – labor is limited to \$50K or less under this contract per engagement
13. **Fencing, Railing, Decking, Partitions and Lockers** – includes fencing, railing, decking, partitions and lockers
14. **Related Specialty EPP Products** – products in this category must demonstrate environmental benefits e.g. less toxic athletic marking paint

NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd.

Updated: June 25, 2020

Page 10 of 10

**CERTIFICATION STATEMENTS
STATE TAXES, EEO/AA, NON-DEBARMENT, AND NON-COLLUSION**

Pursuant to M.G.L. Ch. 62C, s49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all State Taxes required under law.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.


The undersigned bidder hereby certifies he/she will comply with the specific affirmative action steps contained in the Equal Employment Opportunity/Affirmative Action (EEO/AA) provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph the "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at <http://www.usgovxml.com/dataservice.aspx?ds=EPLS> are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.

6-21-21 Design Build LLC dba Childscape _____
(Date) (Name of General Bidder) (Federal Employer Identification No.)

BY:  _____
(Signature)

Timothy J. Pesko, President
(Title & Name of person signing bid)

(Business Address)

(City, State, Zip)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named 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.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

OSHA TRAINING

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) All employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

COMPLETE AND SIGN BELOW:



Authorized Person's Signature

6/30/2021

Date

Timothy J. Pesto / President

Print Name & Title of Signatory

Design Built dba Childrey

Name of Contractor

**CERTIFICATION
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING**

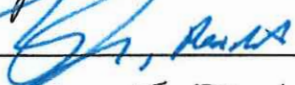
In accordance with Massachusetts General Law 30: Section 39S, for all contracts for the construction, reconstruction, installation, demolition, maintenance or repair of any public work estimated to cost more than \$10,000, the Contractor hereby certifies to the following:

(a) (1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

The undersigned hereby certifies under the penalties of perjury to the above:

Company: Design Built LLC dba Childscapes
Authorized Signature: 
Print Name: Timothy J. Tesko
Title: President / sole member
Date: 6-21-2021
Telephone: 781-837-6412 Fax: 781-837-9229

AGREEMENT

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twenty-One (2021), between _____, hereinafter called the Contractor, and the Town of Harwich, acting by its Board of Selectmen, with a usual place of business at 732 Main Street, Harwich, MA, hereinafter called the Owner.

Owner and Contractor, for the consideration hereinafter named, hereby agree as follows:

ARTICLE 1 - WORK

1.01. Contractor shall complete all Work as specified or indicated in the Contract Documents including Addenda.

ARTICLE 2 - THE PROJECT

2.01. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as: Harwich Elementary School Playground Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and the Special Provisions are incorporated herein by reference and are made a part of this Agreement.

ARTICLE 3 - ENGINEER

3.01. The Project has been designed by DeVellis Zrein Inc. (Engineer). DeVellis Zrein Inc. or other Engineer identified by Owner is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in Article 9 of the General and Supplementary Conditions in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01. Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02. Days to Achieve Substantial Completion and Final Payment

A. The work for the base bid shall be substantially completed by December 31, 2021, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by December 31, 2021.

B. If awarded, the work for Bid Alternates 1 and 2 shall substantially completed by December 31, 2021, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by December 31, 2021.

4.03. Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner

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\$1,000.00 for each calendar day that expires after the time specified in Paragraph 4.02.A and 4.02.B for Substantial Completion until the base bid work is substantially complete, and until Alternate No. 1 and Alternate No. 2, if awarded, are complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining base bid work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,500.00 for each calendar day that expires after the time specified in Paragraph 4.02.A and 4.02.B above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amounts determined pursuant to the following:
- A. For Base Bid, Alternate 1 and Alternate 2, (to be modified based on Contract Award) a lump sum of:
\$ _____.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01. Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02. Progress Payments; Retainage
- A. Progress Payments and Retainage shall be per M.G.L. Chapter 30, Section 39G.
 - B. Contractor shall provide a claim and lien release with each progress payment in a form acceptable to Owner and Engineer.

ARTICLE 7 - INTEREST

- 7.01. All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate prescribed in M.G.L. c.30 s39K.

ARTICLE 8 - WAGE RATES

- 8.01. Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.
- 8.02. The schedules of prevailing wage rates are included in the Contract Documents.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

- 9.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations, ordinances, or codes that may affect cost, progress, and performance of the Work.

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- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) , if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data", and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data".
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, or performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; (3 Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the previous paragraph , Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.
- 9.02. The Contractor agrees that it will fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). The Contractor shall not award any subcontracts or purchase any materials from suppliers that appear on the Excluded Parties List System. The Contractor shall include this requirement in each subcontract and require it to be included in all subcontracts regardless of tier. The Contractor shall maintain reasonable records to demonstrate compliance with these requirements.
- 9.03. Equal Employment Opportunity/Affirmative Action (EEO/AA) Requirements – During the performance of this contract, the contractor agrees as follows:
- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

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employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230
- F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970]

9.04. The contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue code 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

ARTICLE 10 - CONTRACT DOCUMENTS

10.01. Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement and Exhibits to this Agreement (enumerated as follows):
 - a. Bid Form (pages ___ to ___, inclusive).

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- b. Exhibit A: Notice of Award /Notice to Proceed.
 - c. Exhibit B: Performance Bond and Payment Bond.
 - d. Exhibit C: Certificates of Insurance.
 - e. Exhibit D: Non-Collusion / Tax Compliance / Public Contractor Debarment / OSHA Training Certificate
 - f. Exhibit E: Clerk's Certificate of Corporate Vote
 - g. Exhibit F: Prevailing Wage Rates
- 2. General Conditions
 - 3. Supplemental Conditions
 - 4. Specifications as listed in the Table of Contents of the Project Manual titled: Harwich Elementary School Playground Project, dated June 9, 2021.
 - 5. Drawings consisting of seven sheets with each sheet bearing the following general title: Harwich Elementary School Playground Project; dated June 9, 2021.
 - 6. Addenda (Nos. ____ to ____, inclusive).
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Amendments and supplements to the Contract Documents per General Conditions Paragraph 3.04.
 - B. There are no Contract Documents other than those listed herein.
 - C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 - MISCELLANEOUS

11.01. Terms

- A. Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

11.02. Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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11.03. Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04. Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05. Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts, each of which shall be deemed an original, have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

AGREED:

TOWN OF HARWICH, MASSACHUSETTS
(Owner)

CONTRACTOR: _____

By its Board of Selectmen

By _____
(Signature)

(Name)

(Title)

(Address)

(City and State)

In accordance with G.L. c.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Board of Selectmen has been authorized to execute the contract and approve all requisitions and change orders.

By _____
(Finance Director)

(Contract Sum)

(Name)

END OF SECTION

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EXHIBIT A

**NOTICE OF AWARD
NOTICE TO PROCEED**

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*
Megan M. Eldredge, Assistant Town Administrator

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator

CC: Megan M. Eldredge, Assistant Town Administrator

RE: Proposed penalty structure for violations of Chapter 189 - Noise as outlined within the Town Code as well as noise from licensed establishments

DATE: June 28, 2021

This memorandum is submitted as part of the Board's discussion on noise generally in the town and specifically to noise emanating from establishments licensed under MGL, c.138 (alcohol), and/or MGL, c. 140 (entertainment) and non-licensed properties, meaning private property.

Noise from establishments operating under MGL, c.138 separate from entertainment

The town's *Liquor License Regulations* ("the regulations"), adopted on June 13, 2011 and most recently amended on January 9, 2017, contain several references to noise relative to establishments ("licensees"). These references include noise irrespective of whether the establishment also has an entertainment license.

These references are (with emphasis added by me):

- **Section One, Subsection 1.04 Admission to the Premises:** Paragraph i (2) dictates that "Persons who are permitted to wait in line outside the premises shall be supervised by an employee of the licensed premises. Such employee shall stand outside with the line during all times when the line exceeds ten (10) persons and shall announce no further admissions to the premises if persons in line are being loud or disorderly or if the line is blocking the sidewalk or is of a size that could reasonably be expected to cause ***noise*** or other problems for residents of the area or for passersby. To the extent that lines in front of a licensed premises become the subject of public complaints the licensee shall have been deemed to be inviting a public nuisance and shall be subject to disciplinary proceedings for same. It is recommended that licensees in residential areas discourage lines of more than ten persons."
- **Section One, Subsection 1.10 Environs of Licensed Premises:** Paragraph d states, "When any ***noise***, disturbance, misconduct, disorder, act or activity occurs in the

licensed premises, or in the area in front of or adjacent to the licensed premises, or in any parking lot provided by the licensee for the use of its patrons, which in the judgment of the Authority adversely affects the protection, health, welfare, safety or repose of the residents of the area in which the licensed premises are located, or results in the licensed premises becoming the focal point for police attention, the licensee shall be held in violation of the license and subject to proceedings for suspension, revocation or modification of the license.”

Proposed Disciplinary Guidelines for noise separate from entertainment

The specific references outlined above indicate that noise under these paragraphs would constitute violations of the establishment’s liquor license. As such, I recommend that the Board rely upon and emphasize the existing *Disciplinary Guidelines* outlined under **Subsection 1.17** of the Liquor License Regulations.

Specifically, paragraph a states, in whole, the following guidelines:

“Licensees in violation of the applicable laws of the Commonwealth, regulations of the Alcoholic Beverage Control Commission and/or these regulations may be subject to the following range of discipline:

1. First offense: warning to seven day suspension.
2. Second offense: warning to thirty day suspension.
3. Third offense: warning to revocation.”

I would also add that the Board, as Local Licensing Authority (LLA), should consider future revisions to the disciplinary guidelines to expand Item 3 to refer to “third and subsequent offenses” for additional offenses.

Noise from establishments operating under MGL, c.138 resulting from entertainment

The regulations specifically address noise as a result of entertainment at liquor licensed establishments.

Section One, Subsection 1.09 Entertainment at Licensed Premises is entirely focused on entertainment occurring at licensed establishments that also enjoy the benefits of entertainment as permitted under MGL, c. 140, 183A.

Furthermore, “noise” as a result of entertainment is expressly addressed within Subsection 1.09 under paragraph e, which states, in whole, the following:

“Inside Entertainment - No entertainment at the licensed premises may be conducted in a manner such that the *noise* from the entertainment is creating a nuisance and can be heard outside the boundaries of the premises.

Outside Entertainment – *Noise* from entertainment must be at reasonable sound levels which are not plainly audible at a distance of 150 feet from boundary line or source of sound amplification system whichever is further.”

The reference to inside entertainment indicates a “nuisance” and the regulations clearly indicate that “nuisances” are subject to disciplinary proceedings.

The reference to outside entertainment comports directly with the Town's bylaw regulating noise, specifically Chapter 189, Section 1, and Paragraph B. That reference indicates that noise as defined under outside entertainment within the regulations exceeding 150 feet is "unlawful".

"Unlawful" is reasonably understood to be synonymous with "illegality". Further, **Section One, Subsection 1.16 Paragraph a Violations; Hearing Procedure** clearly states,

"Upon written notice from the Chief of Police or other source that an illegality has allegedly occurred at a licensed establishment or other matters that the Chief of Police deems should be brought to the attention of the Licensing Authority, the Authority will consider in open session whether or not a public hearing should be held."

As such, outside entertainment plainly audible from a distance of 150 feet should be handled with all other alleged violations of the regulations and adhere to the same disciplinary guidelines as outlined above.

Noise from non-licensed properties (including private property)

The Board should rely upon **Chapter 189: Noise** within the town's General Bylaws, for the regulation of noise emanating from non-licensed properties. The General Bylaws in combination with the Home Rule Charter and Zoning Bylaws, constitutes the **Code of the Town of Harwich**.

Chapter 189 outlines the definitions, regulations, exemptions, special permits, violations and penalties related to "noise". For the purposes of the bylaw, "noise" is "sound" that is perceived to be "plainly audible". The sole definition contained within the Chapter is that of "plainly audible". Given that the Board will be hearing from and discussing the findings of the Ad Hoc Noise Containment Committee, I will yield on this topic specifically and rely upon that discussion.

Established Disciplinary Guidelines for noise from non-licensed properties

Given that this memorandum discusses penalties related to violations associated with noise, I note that **Chapter 189, Section 1, Paragraph E** clearly outlines the "procedure upon violation" and delineates a disciplinary guideline (to use language consistent with the liquor regulations) under Items 1 – 4. I have included the entire bylaw with this memorandum and direct you to that specific section.

The penalties outlined therein are consistent with the non-criminal disposition statute found in MGL, c. 40, Section 21D.

I look forward to your discussion on noise generally and any specific discussion of this memorandum.

Thank you for your consideration of this material.

**HARWICH BOARD OF SELECTMEN
LIQUOR LICENSE REGULATIONS
Adopted at a Public Hearing on June 13, 2011
Amended at a Public Hearing on January 9, 2017
Effective July 1, 2011**

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INTRODUCTION

In issuing regulations, the Board of Selectmen, as the liquor licensing authority of the Town of Harwich, is setting forth the expectations of the citizens of Harwich as to the conduct of the Town's liquor license holders. A significant objective of the regulations is the prevention of violations. In familiarizing themselves with these regulations, license holders will realize that much is expected of them. The Board of Selectmen believes that violations will be prevented because these regulations will require liquor license holders to operate in accordance with a clearly defined, higher standard.

1. Identification of the Town of Harwich Licensing Authority

1. The Licensing Authority for the Town of Harwich shall consist of the Board of Selectmen. This authority is granted to the Board of Selectmen pursuant to G.L. c.138.

2. Scope of and Statutory Basis for Promulgation of Rules

1. The statutory basis for the promulgation of these rules is set forth within the applicable sections of G.L. c.138. Each reference to a statute shall include any amendment thereto.
2. These rules are supplementary to any statutory requirements and to the rules of the Alcoholic Beverages Control Commission.

3. Definitions

1. Whenever the word "**Applicant**" is used herein it shall mean an individual applicant; each member of a partnership applicant; each officer, director, manager, and stockholder of a corporate applicant; and any agent of an applicant.
2. Whenever the word "**Licensee**" is used herein it shall mean an individual licensee and each member of a partnership licensee and each officer, director, manager, and stockholder of a corporate licensee and any agent of a licensee including those employees who work in the public areas of the premises.
3. Whenever the word "**License**" is used herein it shall mean a revocable privilege granted by a licensing authority.

4. Whenever the words “**Licensing Authority**” or “**Authority**” are used herein it shall mean those groups having legal authority to grant licenses and/or regulate the operation of the licensed premises. The specific licensing authority for the Town of Harwich shall be the Board of Selectmen.
5. Whenever the word “**Patron**” is used herein it shall mean a customer who is legally on the licensed premises.
6. Whenever the word “**Premises**” is used herein it shall mean all land and buildings associated with the operation of the license.
7. Whenever the word “**Rules and Regulations**” is used herein it shall mean a compilation of regulations and laws set up by a licensing authority to regulate the manner in which businesses under its authority shall operate.

SECTION ONE: GENERAL LICENSING RULES FOR LICENSEES

1.00 Applicability of Rules and Regulations

- a. This section shall apply to all Town licensees, unless specifically provided otherwise.

1.01 Availability of Rules and Regulations

- a. All licensees of the Licensing Authority for the Town of Harwich shall ensure that a copy of these Rules and Regulations is kept on the premises at all times and is available for inspection upon request by a member of the public or an agent of the Authority. These Rules and Regulations are to be kept in the office of the Manager or at the main cash register.
- b. The licensee is responsible for ensuring that all employees who work in the public areas of the premises read the Rules and Regulations of the Licensing Authority and comply with all rules and laws.

1.02 Liquor License Filing Procedures and Responsibility of Applicant

- a. New applications and applications for license modifications must be filed in the Town Administrator’s Office in accordance with the Alcoholic Beverages Control Commission’s Matrix for Retail Transactions along with the local filing fee and abutters list fee (when applicable). Applicant is responsible for advertising costs as well as abutter notification and associated mailing costs.
- b. Copies of applications will be submitted to the Chief of Police for appropriate background investigations.

- c. The Town Administrator will require at least 2 business days to review an application to determine whether the filing is complete. Once it is determined that the application is complete as presented, the Town Administrator will place the Advertisement and at the same time distribute copies of the filing to each member of the Authority for review.
- d. The Authority may require additional information from the applicant prior to the public hearing (i.e. lease agreements, financing information, and/or additional background information).
- e. The hearing shall not be held sooner than ten days after advertising.
- f. The Authority may, with the consent of the applicant, continue the hearing to a future date in order to allow the applicant to provide additional information, or the Authority to investigate and consider whether the application is in the best interest of the Town.
- g. The Authority reserves the right to obtain updated information about a renewal applicant/manager/owner at the time of renewal.

1.03 Posting and Signs

- a. Licenses issued by the Authority shall be posted in a conspicuous place easily seen by the public where they can read without difficulty and without the assistance of employees at the premises.
- b. All other licenses, permits, and certificates affecting the licensed premises shall be posted conspicuously; provided, however, that no such document shall be posted in such a way as to cover over any part of the license issued by the Authority.
- c. No dress code or preferred customer program or cover charge or other admissions policy shall be put into effect at the premises except upon proper posting pursuant to Section 1.04 below.
- d. The posting or presentation of any photographs, signs, posters, drawings or other matter that is of an improper or objectionable nature in the public areas of the licensed premises is prohibited. The material presented must be suitable for view by members of the general public in the same manner as if it were located in other public areas such as public ways, public parks, common carrier stations, other government offices, and business offices.

1.04 Admissions to the Premises

- a. No licensee shall permit any rule, policy, or action, express or implied, which makes any distinction, discrimination, or restriction on account of race, color,

religious creed, national origin, sex, or ancestry, physical or mental disability, relative to the admission or treatment of persons from the general public or employees at the licensed premises; provided, however, that premises licensed pursuant to G.L. c.138, §12 may make rules regulating the admission of minors to the premises when such rules are not inconsistent with other rules and regulations stated herein; provided further that private club licensees shall not discriminate, as aforesaid, with regard to guests at the licensed premises or with regard to who may be invited to the premises as a guest.

- b. No licensee shall institute dress requirements of any kind except according to the following rules:
 - 1. A sign shall be posted at the entrance stating dress requirements or dress restrictions with specificity which may also include restrictions as to footwear. (Examples: “Jackets required”; “Ties and jackets required”; “Shirts with collars required, no sneakers”).
 - 2. No signs shall be posted which state, “Proper dress required,” or which otherwise announce a dress policy without stating specifically, item by item, what dress is required or what dress is prohibited.
- c. No licensee shall institute privileged entrance requirements of any kind except according to the following rules:
 - 1. A licensee may issue special passes.
 - 2. The special passes shall state the calendar year on the face of the pass.
 - 3. The special pass shall not entitle the passholder to free drinks or to a discount on drinks.
 - 4. The licensee shall keep a list of the names and addresses of all passholders and must have such list available if requested by the Authority.
 - 5. The licensee is responsible for ensuring that persons are picked to be passholders on a rational basis and not on any basis that is discriminatory in violation of law or these regulations.
- d. No licensee shall require any person to pay a minimum charge or cover charge unless a sign is conspicuously posted at every entrance to any dining room or rooms where such charge is required, in letters no less than one (1) inch in height, stating that a minimum charge or cover charge shall be charged and also stating the amount of charge; provided, however, that no such licensee shall require a person under thirteen (13) years of age to pay a minimum charge or cover charge. Such cover charge shall not be collected in advance of gaining entrance to the

licensed premises, and can only be charged upon a written or printed receipt, permanently recorded and numbered serially, presented to each individual customer or group of customers. Records of such receipts shall be kept by the licensee for a period not less than two (2) years. Cover charge shall mean all admission fees or admission charges. Such charges must also be posted on the outside of the licensed premises. Nothing in this regulation shall be construed to prohibit advance ticket sales.

- e. No minimum charge for the purpose of alcoholic beverages or minimum alcoholic beverage drinking requirement shall be imposed upon any customer of a G.L. c.138, §12 licensee.
- f. A licensee who charges a minimum charge for the purchase of food and/or non-alcoholic beverages shall include a specific statement in a posting stating that there is no minimum charge for alcoholic beverages. Such minimum charge for food and/or non-alcoholic beverages shall not be collected in advance of gaining entrance to the premises. No licensee shall impose a minimum charge for food and/or non-alcoholic beverages upon any customer who incurs charges for alcoholic beverages equal to or greater than the posted minimum charge for food and/or non-alcoholic beverages.
- g. Licensees shall refuse entrance to the premises to a person who appears to be intoxicated or unruly; and shall evict such a patron, except that in such a case the licensee should call the police and should offer assistance to an intoxicated person when possible.
- h. Licensees shall not permit entrance to the premises by more persons than the maximum occupancy limit established by the Building Department.
- i. Licensees who permit persons to wait in line for a table or a seat or for entrance to the premises shall obey the following rules:
 - 1. Persons who wait inside the premises shall be kept in an orderly line and must not be permitted to block fire aisles or exits. The number of such persons waiting inside the premises shall not exceed the number of persons allowed as standees.
 - 2. Persons who are permitted to wait in line outside the premises shall be supervised by an employee of the licensed premises. Such employee shall stand outside with the line during all times when the line exceeds ten (10) persons and shall announce no further admissions to the premises if persons in the line are being loud or disorderly or if the line is blocking the sidewalk or is of a size that could reasonably be expected to cause noise or other problems for residents of the area or for passersby. To the extent that lines in front of a licensed premises become the subject of public

complaints the licensee shall have been deemed to be inviting a public nuisance and shall be subject to disciplinary proceedings for same. It is recommended that licensees in residential areas discourage lines of more than ten persons.

- j. Licensees shall not lock the front door of the premises until the last patron has exited from the premises.
- k. Licensees shall not allow any patron or any guest or any employee who is not working that shift to enter the premises after the closing hour posted on the license or prior to the opening hour posted on the license.

1.05 Hours of Operation

- a. The hours of operation shall be restricted to those set by the Licensing Authority and stated on the face of the license. No patrons shall be on the premises before the official opening hours nor fifteen (15) minutes after the official closing hours. Customers must be up and on the way out once the closing hour of the licensed premises has been reached. No drink consumption time.
- b. The rules for employees on premises after closing hours are as follows: employees must be off the premises no later than sixty (60) minutes after the “Official Closing Hour,” provided however, that such employees or other hired personnel may be on the premises at any time for the purpose of cleaning, making emergency repairs, providing security for the premises, or preparing food for the next day’s business or opening or closing the business on an orderly manner. No other persons, friends or relatives may be on the premises with the owners, managers or employees of the licensed premises during the hours when the public is excluded from the premises.
- c. Licensees shall ensure that their patrons leave the premises in an orderly manner. Licensees who have a clientele that regularly fails to leave the area in a quiet and orderly manner should hire security personnel to police the leave-taking of the patrons at closing time.

1.06 Physical Premises

- a. No license shall be issued or shall be considered in good standing unless the licensed premises comply with all statutory requirements, including all applicable building codes and fire, health, safety, trash and other government regulations and laws.
- b. The licensed premises shall conform to the floor plan approved by the Authority with regard to the structures and the walls at the premises, as well as with regard to all tables, chairs, booths, bars, counters, bar stools, dance floors or areas, railing

partitions, and other barriers at the premises. Any changes in the floor plan or any renovations of any kind shall not be made without notification to the Authority and the approval of the Authority. This includes substantial changes in the arrangement of moveable furniture.

- c.. All premises covered by the license shall be kept in a clean and sanitary condition, with specific reference to fruit flies contaminating open liquor bottles.
- d. No outside area shall be used as a gathering place for patrons unless approved by the Authority and the Alcoholic Beverages Control Commission if alcohol is consumed.
- e. The premises shall be lighted in all public areas in a manner sufficient for the safety of the patrons and in a manner sufficient for the agents of the Authority to make observations at the premises without the need to identify themselves or the need to seek assistance.
- f. The actual capacity of the licensed premises will be established by the Licensing Authority and shall be the lowest set by septic or building capacity. That capacity shall be stated on the license.
- g. Licensees shall not invite the members of the general public to private areas of the premises which are approved by the Authority for storage or for an office or for a kitchen or for a music or video projection room or for any similar non-public use. Only owners and employees of the licensed premises shall be in these areas.
- h. No advertising matter, screen, curtain or other obstruction, which in the opinion of the Licensing Authority or its Agents, prevents a clear view of the interior of the premises shall be maintained in or on any window or door thereof after the Authority has ordered the removal of such obstruction.
- i. The interior of the premises shall be sufficiently lighted at all times and all exits shall be properly designated by lighted signs, “**Exit**,” as same may be mandated by the Building Inspector of the Town of Harwich or by the Fire Department of the Town of Harwich.

1.07 Business Arrangements of Licensees

- a. No person or entity shall obtain or renew a license unless the applicant for such license or for renewal of such license can demonstrate proof of a legal right to the licensed premises for the term of the license. Such proof shall include ownership papers or a tenancy document or a management contract; provided, however, that all parties to such ownership or leasehold interest or management contract shall be known to the Authority and the terms of such agreements or contracts shall be made known to the Authority.

- b. No licensee shall hire any employee or contract for goods or services in any name other than that of the licensee, nor shall the licensee pay for any such employment, goods, or services by any means other than its own cash or bank accounts in its own name. Cash transactions shall be recorded in a manner suitable for review by the Authority. Such records shall be kept for a period of three (3) years.
- c. No licensee shall permit any person to have a direct or indirect financial or beneficial interest in the licensed business or to receive any revenue from the business or to manage the premises other than the persons properly approved of by the Authority and the salaried employees of such persons.
- d. No licensee shall permit any person to work at the licensed premises or to hold themselves out as a person in a position of authority at the premises except for those persons who are owners and officers or who are salaried employees for whom payroll records are available. No licensee shall pay an employee any percentage of the profits of the business or pay an employee in any manner other than by salary or hourly rate except upon approval of the Authority.
- e. No licensee shall pay a landlord or creditor of any kind a percentage of the profits of the business except upon complete disclosure to the Authority and the receipt of the Authority's approval.
- f. No licensee shall lease out any part of the premises or any part of the business without the approval of the Authority. No licensee shall lease out the food or beverage service without the approval of the Authority.
- g. No licensee shall enter into an agreement with an independent contractor to provide beverages or food or entertainment or management at the premises without the approval of the Authority.
- h. No licensee shall pledge the stock in the licensed business or the license itself without the approval of the Authority pursuant to G.L. c.138 §15A. No licensee shall pledge a license without obtaining the approval of the Authority pursuant to G.L. c.138, §15A and the Board of Selectmen's Policy on Pledging of Alcoholic Beverages Licenses.
- i. No licensee shall take a loan secured by any equipment at the premises or secured by any direct or indirect interest in the licensed business without the approval of the Authority. This includes kitchen equipment, video or audio equipment, lighting equipment, furniture, or any other type of equipment.
- j. No licensee shall contract bills for its licensed premises under any corporation or trade name other than that under which it is licensed.

- k. Managers in licensed premises shall not be changed until the Authority and the Alcoholic Beverages Control Commission have approved such change.
- l. Any licensee intending to close its place of business shall notify the Authority in writing before such closing and state the reason for such closing.
- m. Assignment of the stock of corporate licensees for purposes of collateralizing loans or notes, etc., gives no right to the assignee to conduct the business of the licensee. Licensees shall immediately notify the Authority when the assignee forecloses under such assignment of stock or when other proceedings are brought which affect the economic and financial rights and abilities of the licensee.
- n. Licensees shall enter into no agreement or understanding which sets a minimum requirement for gross sales of food and beverages at the premises.
- o. Licensees shall not use any trade name, assumed name, or abbreviated name in connection with the licensed business unless the same appears on the license certificate issued by the Authority or unless written permission is first obtained from the Authority. The use of any unauthorized name on the books, records, stationery, or interior or exterior of the licensed premises or for advertising purposes or telephone listing is prohibited unless permission is first obtained from the Authority.
- p. Licensees are responsible for maintaining a legal right to access to and control of the premises which is covered by the license. Failure to have a legal right to the named licensed premises shall result in the revocation or non-renewal of the license.

1.08 Alcoholic Beverages Sales and Laws

- a. No alcoholic beverages shall be sold for less than the actual cost of the beverage to the licensee. An admission charge shall not be credited towards the purchase price of any alcoholic beverage.
- b. All licensees shall maintain a schedule of the prices charged for all drinks to be served and drunk on the licensed premises or in any room or part thereof. Such prices shall be effective for not less than one calendar week.
- c. No licensee or employee or agent or a licensee shall:
 - 1. offer or deliver any free drinks to any person or group of persons;
 - 2. deliver more than two (2) drinks to one person at one time;

3. sell, offer to sell or deliver to any person or group of persons any drinks at a price less than the price regularly charged for such drinks during the same calendar week, except at private functions not open to the general public;
 4. sell, offer to sell, or deliver to any person an unlimited number of drinks during a set period of time for a fixed price, except at private functions not open to the general public;
 5. sell, offer to sell or deliver drinks to any person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the public;
 6. sell, offer to sell or deliver malt beverages or mixed drinks by the pitcher except to two (2) or more persons at any one time;
 7. increase the volume of alcoholic beverages contained in a drink without increasing proportionately the price regularly charged for such drink during the same calendar week;
 8. encourage or permit, on the licensed premises, any game or contest which involves drinking or the awarding of drinks as prizes;
 9. advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under this section.
- b. Nothing contained in the preceding section shall be construed to prohibit licensees from offering free food at any time; or to prohibit licensees from including a drink as part of a meal package; or to prohibit the sale or delivery of wine by the bottle or carafe when sold with meals or to more than one persons; or to prohibit those licensed under G.L. c.138, §15 from offering free wine tastings; or to prohibit those licensed under G.L. c.138, §12 from offering room services to registered guests.
- c. Licensees shall not permit alcoholic beverages to be brought on the licensed premises by patrons or employees.
- d. Licensees shall be responsible for ensuring that minors are not served alcoholic beverages and are not drinking alcoholic beverages on the licensed premises, whether served to them by an employee or handed to them by another patron. Licensees who do not have the ability to keep track of the drinking activity of minors at the premises shall exclude minors from coming onto the premises in order to meet the burden of ensuring that there is no underage drinking at the premises. Licensees who choose to permit minors on the premises shall be accountable if minors are found to be drinking alcoholic beverages on the

premises, whether or not the Authority's agents are able to prove that the licensee actually served the drink directly to the minor. Sufficient security personnel shall be employed to monitor the premises to ensure that patrons do not pass alcoholic beverages to minors.

- e. Any establishment licensed to sell alcoholic beverages to be drunk on the premises shall post a copy of the penalties for driving under the influence set forth in section G.L. c.90, §24. Establishments licensed to sell alcoholic beverages not to be drunk on the premises shall post a copy of the penalties for operating a motor vehicle while drinking from an open container. Said copies shall be posted conspicuously in said establishments. Said copies are available from the Alcoholic Beverages Control Commission.
- f. Food service shall be available in all areas of the licensed premises where alcoholic beverages are served, this to include dining areas and lounge areas. This does not include any area approved as a waiting area by the Licensing Authority.

1.09 Entertainment at Licensed Premises

- a. No licensee may provide entertainment of any kind unless the licensee holds an entertainment license issued pursuant to G.L. c.140, §183A. Such license must be held in the same name, by the same owners, and with the same manager as the food or beverage license; provided, however, that in cases where entertainment on the premises is to be conducted by a person or entity who is an independent contractor at the premises, the food or beverage licensee may seek the approval of the Licensing Authority for an exemption from this rule based upon a written contract with the independent contractor which gives control of the premises to the food or beverage licensee while allowing the independent contractor to book and/or to produce the entertainment.
- b. The food or beverage licensee shall be responsible for the actions of any independent contractor on the premises providing entertainment in addition to the responsibility held by the independent contractor pursuant to the entertainment license.
- c. The food or beverage licensee shall pay the independent contractor a fee according to the written contract, said fee to be commensurate with the market value of the services, and the independent contractor shall not be given any direct or indirect interest in the licensed premises other than the fee set out in the contract. Said fee shall not be based upon the number of patrons attending an entertainment event.
- d. Any food or beverage licensee who permits entertainment at the licensed premises pursuant to a license held by a person in violation of this rule will be subject to disciplinary action by the Authority.

- e. Inside Entertainment - No entertainment at the licensed premises may be conducted in a manner such that the noise from the entertainment is creating a nuisance and can be heard outside the boundaries of the premises.

Outside Entertainment – Noise from entertainment must be at reasonable sound levels which are not plainly audible at a distance of 150 feet from boundary line or source of sound amplification system whichever is further.

- f. No dancing by patrons is permitted except upon proper licensing pursuant to G.L. c.140, §183A, and confined to a particular dance floor area which has been approved by the Authority and which is not inconsistent with the entertainment license requirements.
- g. Entertainment shall not be conducted on the premises prior to the opening or subsequent to the closing hour set by the Authority for the exercise of the food or beverage license or during any period when the food or beverage license has been suspended.
- h. No licensee may have upon the premises any automatic amusement devices unless such machines have been approved and separately licensed by the Authority pursuant to G.L. c.140, §177A. Types of machines and location of machines upon the premises must be approved. The licensee must make application, not the distributor.
- i. Licensees shall not permit any games to be played at the premises for money, alcoholic beverages, or for any other prize. Games may be played for money at certain fundraising activities which have been approved by the Authority and for which the licensee holds other appropriate licenses.
- j. Licensees who hold licenses under G.L. c.138, §12 to serve alcoholic beverages for on premises consumption may petition the Authority for approval to allow dancing on Sundays between the hours of twelve midnight and one o'clock A.M. or two o'clock A.M. for the same hours for which the licensee is authorized to sell alcoholic beverages. (G.L. c.138, §33).

1.10 Environs of Licensed Premises

- a. It shall be the obligation of licensees to ensure that a high degree of supervision is exercised over the conduct of the licensed establishment at all times. Each licensee shall be accountable for all violations that are related to the licensed premises to determine whether or not the licensee acted properly in the given circumstances.

- b. Licensees shall act reasonably and diligently to disperse loiterers or patrons who attempt to congregate in front of or at the licensed premises. Failure of the licensee to keep persons from congregating at the licensed premises may lead to disciplinary action against the licensee for allowing a public nuisance. Action to be taken by the licensee shall include: (1) maintaining the front door in a closed position; (2) asking loiterers to disperse; (3) promptly notifying the police if loiterers refuse to disperse; (4) hiring a security guard or stationing a security employee at the front door to disperse loiterers; (5) refusing to allow patrons to walk in and out of the premises at short intervals; (6) maintaining order in lines of patrons waiting outside to get in; (7) announcing that no further patrons will be allowed into the premises if lines become too long or disorderly or loud.
- c. Licensees shall take such steps as are necessary to ensure that patrons or employees do not leave the premises with alcoholic beverages. Such steps shall include having an employee stationed at the door to watch patrons as they leave. When patrons are observed leaving the premises with beer bottles, beer cans, or cups or glasses filled with liquids that smell like alcoholic beverages to the Authority's agents, it shall be presumed that the vessels contain alcoholic beverages.
- d. When any noise, disturbance, misconduct, disorder, act or activity occurs in the licensed premises, or in the area in front of or adjacent to the licensed premises, or in any parking lot provided by the licensee for the use of its patrons, which in the judgment of the Authority adversely affects the protection, health, welfare, safety or repose of the residents of the area in which the licensed premises are located, or results in the licensed premises becoming the focal point for police attention, the licensee shall be held in violation of the license and subject to proceedings for suspension, revocation or modification of the license.

1.11 Inspections and Investigations

- a. The licensed premises shall be subject to inspection by the members of the Licensing Authority and its duly authorized agents. Any hindrance or delay of such inspection caused by an employee of the licensee shall be cause for action against the licensee. It shall be the responsibility of the licensee to ensure that procedures are in place, be it posting a doorman or otherwise, to allow police and authorized agents of the Authority immediate entrance into the premises at any time employees are on the premises. Any delay in providing such access shall be cause for action against the license.
- b. Any person who hinders or delays any authorized investigator of the Alcoholic Beverages Control Commission or any investigator, inspector or any other authorized agent of the Licensing Authority in the performance of his duties, or who refuses to admit to or locks out any such investigator, inspector or agent from any place which such investigator, inspector or agent is authorized to inspect, or

who refuses to give to such investigator, inspector or agent such information as may be required for the proper enforcement of G.L. c.138, shall be punished by penalties as outlined in G.L. c.138.

- c. Licensees shall maintain a current list of all of their employees and shall have it available at all times for inspection upon the request of an authorized agent of the Authority. Licensees who contract with entertainment entities to provide entertainers must maintain a current list of the names of such entertainers and said entertainers shall be held to the same rules as other employees at the premises.
- d. No device or electronic equipment shall be utilized by a licensed premises for the purpose of signaling employees that agents of the Licensing Authority are present.
- e. All complaints and reports shall continue in force until they have been reviewed and disposed of by the Licensing Authority.

1.12 Standards of Conduct on the Premises

- a. It is forbidden to permit any employee or person in or on the licensed premises to promise, offer, suggest, or accept sexual acts or favors in exchange for money or for the purchase of any alcoholic beverages or other commodities.
- b. It is forbidden to encourage or permit any person in or on the licensed premises to touch, caress, or fondle the breasts, buttocks or genitals of any other person.
- c. No alcoholic beverages shall be sold to anyone under twenty-one (21) years of age. No service of alcoholic, wine/malt beverages shall be made to anyone under twenty-one (21) years of age.
- d. No manager or employee shall consume any alcoholic beverages while on the licensed premises while on duty or after the official closing hour.
- e. There shall be no disorder, prostitution, illegal gambling, illegal drug use or sales or possession, or other illegal activity on the licensed premises or any premises connected therewith by an interior communication.
- f. All other acts defined as criminal behavior by the Massachusetts General Laws are also prohibited on the premises.

1.13 Requirement to Monitor and Prevent Illegal Activity on the Licensed Premises

Licensees shall make all reasonable and diligent efforts to ensure that illegal activities do not occur at the licensed premises. Such efforts shall include:

- a. Frequent monitoring of restrooms and other nonpublic areas of the premises for

signs of drug activity or other illegalities;

- b. Paying attention to activities on the premises of known drug users or drug dealers or prostitutes or others who are known to have been convicted of crimes which may be conducted at a licensed premises;
- c. Monitoring of activities of persons who talk about weapons or who appear to be hiding a weapon;
- d. Calling for police assistance as necessary to protect patrons against injury or to evict unruly patrons or to uncover unlawful conduct or to give medical assistance and providing police with requested information;
- e. Hiring security personnel to deal with chronic unlawful activity at the premises such as prostitution or gambling or larceny from patrons or assaults and batteries or other problems associated with the premises.

1.14 Injuries to Persons at the Premises

- a. Licensees shall instruct their employees and security personnel that they are not to make bodily contact with a patron unless to protect other patrons or themselves from being subjected to body blows from an unruly patron. In all other circumstances, employees and security personnel are to call the police to have patrons removed from the premises when such patrons are being disruptive and they are unable to convince the patron to leave the premises voluntarily.
- b. Licensees shall call the police and an ambulance and take all other reasonable steps to assist patrons or persons who are injured in or on the licensed premises or whose injuries have occurred outside the premises but have been brought to the attention of the licensee.

1.15 Other Causes for Revocation, Suspension, and Modification

- a. Any license issued pursuant to G.L. c.138 may be modified, suspended, or revoked for any of the following causes:
 - 1. Violation by the licensee of any provision of the relevant General Laws of the Commonwealth, of the regulations of the Alcoholic Beverages Control Commission or of the regulations of the Licensing Authority;
 - 2. Fraud, misrepresentation, false material statement, concealment or suppression of facts by the licensee in connection with an application for a license or permit or for renewal thereof, or in connection with an application for the removal of the licensed premises or the alteration of the premises, or in connection with any other petition affecting the rights of

the licensee, or in any interview or hearing held by the Authority in connection with such petition, request, or application affecting the rights of the licensee;

3. Failure to operate the premises covered by the license without prior approval of the Licensing Authority;
4. Failure or refusal of the licensee to furnish or disclose any information required by any provision of the General Laws, or by any rule or regulation of the Alcoholic Beverages Control Commission, or by any rule or regulation of the Licensing Authority;
5. Licensees shall not give or offer any money or any article of value or pay for or reimburse or forgive the debt for services provided to any employee or agent of the Authority either as a gratuity or for any service;
6. Licensees may not fail to comply with any condition, stipulation or agreement upon which any license was issued or renewed by the Authority or upon which any application or petition relating to the premises was granted by the Authority. It shall be the duty of the licensee to ensure that all appropriate personnel at the licensed premises are familiar with the rules and regulations of the Authority and with any conditions on the license.
7. A license may be suspended or modified or revoked for the refusal by any licensee and, if a corporation, by a manager, officer, or director thereof to appear at an inquiry or hearing held by the Authority with respect to any application or matter bearing upon the conduct of the licensed business or bearing upon the character and fitness of such person to continue to hold a license.
8. Licensees shall properly serve suspension and modification orders.

1.16 Violations; Hearing Procedure

- a. Upon written notice from the Chief of Police or other source that an illegality has allegedly occurred at a licensed establishment or other matters that the Chief of Police deems should be brought to the attention of the Licensing Authority, the Authority will consider in open session whether or not a public hearing should be held.
- b. If it is determined that a public hearing will be held by vote of the Authority, the Town Administrator shall send written notice to the licensee by Certified Mail, Return Receipt Requested.

- c. At the hearing the Authority will first hear evidence from the Police Chief and his agents and/or witnesses or from other complaining parties, as may be appropriate. Then the licensee and the licensee's counsel will have an opportunity to present their response and evidence.
- d. After all testimony has been given, the Authority reserves the right to question all witnesses and parties and, if necessary, take under advisement all facts and vote either to render their decision or continue the hearing to a subsequent meeting of the Authority.

1.17 Disciplinary Guidelines

- a. Licensees in violation of the applicable laws of the Commonwealth, regulations of the Alcoholic Beverage Control Commission and/or these regulations may be subject to the following range of discipline:
 - 1. First offense: warning to seven day suspension.
 - 2. Second offense: warning to thirty day suspension.
 - 3. Third offense: warning to revocation.
- b. Only offenses which have occurred within the two (2) years preceding the date of violation shall be used in calculating the number of offenses for purposes of the disciplinary guidelines.
- c. The disciplinary guidelines are only a guide. The Licensing Authority may use its discretion in determining whether the facts surrounding a violation warrant a penalty which is more lenient or severe than that suggested by the guidelines.
- d. The disciplinary guidelines shall not be construed so as to limit the Licensing Authority's authority to consider alternative dispositions, or further conditions on a license, or even alternate penalties (e.g. roll back of operating hours).

1.18 Service of Suspension Orders

- a. When the Authority suspends the license or licenses of any licensee, it shall provide the licensee with an order of suspension for public display that must contain the words, "No alcohol served per order of the Board of Selectmen for the Town of Harwich." Such order shall be publicly displayed by the licensee in the following manner. If there is a door opening from the street into the licensed premises and a window facing the street upon which such door opens, such order shall be displayed in such window so that it may readily be seen from the street. If the licensed premises are otherwise located, such order shall be affixed to the

door of the entrance to the premises and displayed in such a way that it may be readily seen from the street.

- b. Suspension orders of the Authority, as above, shall remain affixed throughout the entire period of suspension. The removal, covering, defacement, or obliteration of the order of suspension or the failure to maintain the order of suspension in the manner and place required prior to the expiration of the suspension period shall be deemed the act of the licensee and shall be cause for further suspension, modification or revocation of the license.
- c. Suspension periods shall not be used as a time to do renovations at the licensed premises unless such renovations have previously been approved by the Authority.
- d. No members of the public may be on the premises at any time during suspension periods, with the exception that restaurants may be able to continue to service patrons without serving alcohol, with the approval of the Licensing Authority.

1.19 Permission to Close Premises Required; Non-use of Licenses

- a. Licenses are granted to serve the public need and, to that end, licensees are expected to operate the license for a substantial number of hours on all days when the premises are permitted to be open under the terms of the license. In the case of alcoholic beverages licenses, the number of which are limited according to statute, no licensee may close its place of business for any reason other than the following:
 - 1. Upon approval of a request to the Licensing Authority for closing in order to do renovations for a reasonable time;
 - 2. For all holidays and religious days;
 - 3. A closing of one (1) or more days per week upon approval of a request to the Authority and a showing by the licensee that it does not have adequate business upon such days.
 - 4. A closing due to an act of God, natural disaster, illness or some other business problem for which request has been made to the Authority and approval granted.
- b. Any licensee intending to close a place of business, whether on a temporary or permanent basis, must notify the Licensing Authority in writing before such closing stating the reason and length of such closing and obtain approval. Failure to provide such notice may result in the suspension or revocation of the license.

- c. If the Licensing Authority becomes aware of a license not being exercised, it may conduct a hearing to obtain a status update.
- d. The Authority reserves the right to require that the licensee appear before the Authority every three (3) months from that point until the business has commenced or resumed operations or the license has been transferred or turned back to the Town.
- e. The Authority reserves the right to revoke the license at any time if it deems that the public good is not being served.

1.20 Bankruptcy and Court Proceedings

- a. The licensee shall immediately notify, in writing, the Licensing Authority of any proceedings brought by or against the licensee under the bankruptcy laws or of any other court proceedings which may affect the status of the license.

1.21 Management

- a. Each corporate licensee must appoint a manager by a properly authorized and executed delegation.
- b. The responsibilities of every license holder and any manager shall be as follows:
 - 1. To obey all statutes of the Commonwealth, rules of the Alcoholic Beverages Control Commission, Rules and Regulations of the Licensing Authority;
 - 2. To promptly notify the police of any disturbances or illegal activity on the licenses premises of which he becomes aware;
 - 3. As to corporate licensees, to sign the annual application for renewal of license, unless unavailable;
 - 4. To cooperate with authorized agents of the Licensing Authority, including but not necessarily limited to, any police officer, in their investigation or inspection of the licenses premises.
- c. Any such notice sent to the manager as named in the records of the Licensing Authority or the owner at the address of the licensed premises shall constitute valid legal notice to the licensee.
- d. The licensee shall not change managers, change corporate officers, sell or transfer corporate stock, pledge corporate stock or liquor license as security, or accept a loan or credit from another licensee, without first obtaining the approval of the

Authority. No person may have a direct or indirect beneficial interest in a license without first obtaining the approval of the Authority.

1.22 Service Training

- a. An employee training program on the proper procedures for verifying that patrons are at least twenty-one (21) years of age and not intoxicated shall be provided by the licensee. A written description of such program, along with a written policy outlining the employees' responsibilities and the disciplinary measures which will be taken against any employee for violating said policy, shall be provided to the Authority as part of the original or renewal application materials and maintained on the premises at all times.
- b. A signed certification of each employee who handles alcohol, indicating that the employee has received the described training and has reviewed and understands the written policy describing his or her responsibilities and the disciplinary action which will be taken for violations, shall be maintained on the premises at all times. Copies of all such documents and certifications shall be available to the licensing authority, or any authorized agent thereof, upon demand.
- c. Each new employee who handles alcohol shall obtain server training within thirty (30) days of commencing employment.
- d. Upon a finding by the Authority of a violation of the laws or regulations concerning service of alcohol to a minor or intoxicated person, the employees involved in the violation who continue to be employed by the licensee shall be retrained forthwith and receive a new server training certification.
- e. The training and certification referenced in Section 1.22 shall be pursuant to a training program approved by the Authority (e.g. TIPS or equivalent).



Harwich Cranberry Festival Inc.

508-527-7620 P.O. Box 555 Harwich Port, Massachusetts 02646

August 17, 2021
Michael MacAskill
Board of Selectmen
Town of Harwich
732 Main Street
Harwich, MA 02645

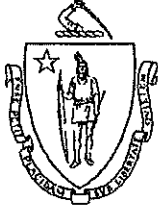
Dear Chairman MacAskill and Selectmen,

The Harwich Cranberry Festival, Inc. would like to request charity one day special beer and wine licenses for serving wine and beer at musical performances the committee is sponsoring at this years Harwich Cranberry Arts and Music Festival on September 18th and 19th at the fields behind Harwich Community Center, 100 Oak St. Funds raised through the sales go to help defraying the costs of the festival and to raise funds for the committees charitable endeavors and scholarship program.

As in past years, at the Harwich Cranberry Festival, the beverage service will be within a fenced enclosure including the music tent, food court, picnic area and craft area. The fencing plan will be reviewed with Police and Fire personnel. An appropriate wrist band or hand stamp identifying those of age will be required for the purchase of wine or beer. All required insurance is carried by the committee. All required insurance is carried by the committee and the servers are TIP certified professional bartenders. Thank you for your consideration of this request.

Edward McManus, President, Harwich Cranberry Festival, Inc.

Enclosure: Commonwealth Of Massachusetts Certificate for Solicitation



MAURA HEALEY
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

HARWICH CRANBERRY FESTIVAL, INC.
P.O. Box 555
Harwichport, MA 02646

Certificate for Solicitation

This certificate has been issued to the organization listed below because it is current in its filings with the Attorney General's Division of Non-Profit Organizations/Public Charities. This registration in no manner constitutes endorsement or approval by the Commonwealth of Massachusetts of the named organization.

Name of organization: HARWICH CRANBERRY FESTIVAL, INC.
Certificate End Date: 05/15/2022
Attorney General's Account Number: 022605

Issued By
The Division of Non-Profit Organizations/Public Charities



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

APPLICATION FOR ENTERTAINMENT LICENSE

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

Business Name Harwich Historical Society, Inc Phone 508-432-8089

Business Address 80 Parallel St, Harwich MA 02645

Mailing Address 80 Parallel St, Harwich MA 02645

Owners Name & Address Christina Joyce, 80 Parallel St. Harwich 02645

Email Address membership@harwichhistoricalsociety.org

Managers Name & Address Christina Joyce, 80 Parallel St, Harwich 02645

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

Reg Rose OPEN House Celebration of Life NOON-2PM
INSIDE & OUTSIDE

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 Town Band will perform
 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 Monday, Sept 6, NOON - 2 PM

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.

Christina A. Joyce, Membership Chair
Signature of applicant & title

Federal I.D. #

Signature of individual or corporate name

Federal I.D. #

Signature of Manager

Federal I.D. #

Signature of Partner

Federal I.D. #

REGULATORY COMPLIANCE FORM

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

[Signature]
Building Commissioner

[Signature]
Board of Health

[Signature]
Fire Department

[Signature]
Police Department

comments:

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



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
Telephone: (508) 430-7513

FORM #7

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

Parade
 OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS Harwich Chamber of Commerce PHONE 508-430-1165

BUSINESS ADDRESS 1 Schoolhouse Road Harwich Port, MA 02646

MAILING ADDRESS _____

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED Parade -
Annual Hometown Parade - Theme this year - Celebrating
Harwich's Seven Villages

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSBD, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE Sunday - Sept 12th, 2001 11:30

TIME Parade Begins at 11:30

ROUTE/LOCATION See attached

(please use reverse side if necessary)

Cynthia Williams
Signature of Applicant

Executive Director
Title

Social Security Number or Federal Identification Number

Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)

REGULATORY COMPLIANCE FORM

THE EVENT(S) TO BE LICENSED AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:

K. Mah 8/4/21
Police Department Date
[Signature] 8/8/21
Recreation & Youth Commission Date

[Signature] 8/20/2021
Building Commissioner Date

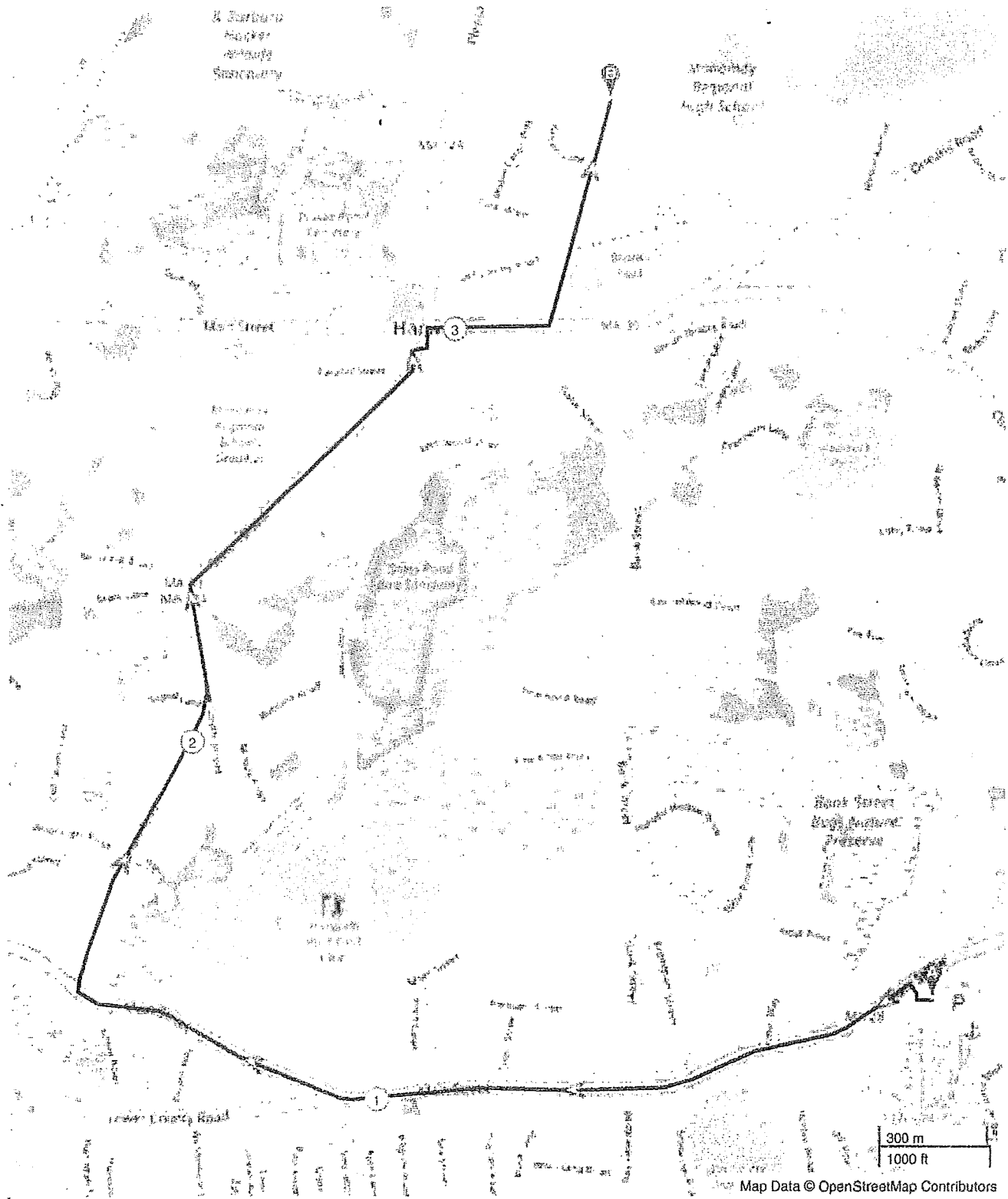
Matthew O'Neill 8/18/2021
Board of Health Date

[Signature]
Fire Department Date

***Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.

For Office Use Only
FEE _____ CASH _____ CHECK _____
FOR _____
REVIEWED BY _____
DATE LICENSE ISSUED _____

2021 Chamber Parade Route





HARWICH POLICE DEPARTMENT
OPERATIONS DIVISION

183 Sisson Road Harwich, Ma

Tel 508-430-7541 Fax 508-432-7447



2021 Harwich Parade Route

All participants must be in line by 10:45am at Saquatucket Harbor. Parade begins at 11:30am.

Parade **starts** at Saquatucket Harbor and travels on Rt. 28 towards Dennis

Takes **right** on Doane Road

Takes **left** on South Street

Takes **right** on Sisson Road

Takes **right** on Main Street

Takes **left** on Oak Street

Finish at Monomoy Regional High School



OFFICE OF THE SELECTMEN
732 MAIN STREET
HARWICH, MA 02645
Telephone: (508) 430-7513

FORM #7

APPLICATION FOR LICENSE/PERMIT

PLEASE CHECK

ROAD RACE

CRAFT FAIR

Fireworks
 OTHER

IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES RELATING THERETO, APPLICATION AS STATED ABOVE IS HEREBY MADE BY:

NAME OF BUSINESS Harwich Chamber of Commerce PHONE 508 430-1145

BUSINESS ADDRESS _____

MAILING ADDRESS _____

PLEASE STATE THE PURPOSE FOR WHICH LICENSE/PERMIT IS REQUESTED 4th year for the Harwich Chamber of Commerce to present the Fireworks on the Saturday Evening of the Harwich Cranberry Festival

DESCRIPTION OF ROAD RACE/CRAFT FAIR/OTHER EVENT TO BE LICENSED, PLEASE LIST DATE, TIME, LOCATION/ROUTE, ETC.

DATE Saturday Sept 18th

TIME _____

ROUTE/LOCATION _____

(please use reverse side if necessary)

Cy de Williams
Signature of Applicant

Executive Director
Title

Social Security Number or Federal Identification Number

6
Tax Exempt ID (for non-profit organizations)

Signature of Individual or Corporate Name

By Corporate Officer (if applicable)

REGULATORY COMPLIANCE FORM

THE EVENT(S) TO BE LICENSED, AS DESCRIBED HEREIN HAVE BEEN REVIEWED AND APPROVED BY:

Kmcd 8/4/21
Police Department Date
[Signature] 8/8/21
Recreation & Youth Commission Date

[Signature] 8/26/2021
Building Commissioner Date

Matthew O'Neill 8/18/2021
Board of Health Date

[Signature]
Fire Department Date

***Required signatures are to be obtained by the Applicant prior to submission of application with the Selectmen's Office.

For Office Use Only

FEE _____ CASH _____ CHECK _____

FOR _____

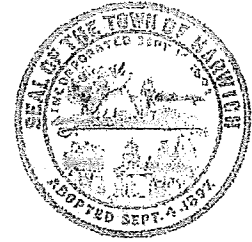
REVIEWED BY _____

DATE LICENSE ISSUED _____

Harwich Recreation Department

Youth, Park, Beach, & Commission

USE OF FACILITY FORM



DATE 8/3/21

LOCATION REQUEST

BEACH or PARK
 BROOKS PARK & GAZEBO
 BROOKS FIELD / COURT
 VETERAN'S MEMORIAL FIELD COMPLEX
 BASEBALL SOFTBALL MULTI
 SR MEMORIAL FIELD
 WHITEHOUSE FIELD
 J McPHEE SOCCER FIELD
 POTTER SOFTBALL FIELD
 NON-PROFIT Y / N

CONTACT PERSON Cyndi Williams ORGANIZATION Harwich Chamber of Commerce

MAILING ADDRESS 1 Schoolhouse Rd. CITY, ST, ZIP Harwich Port, MA 02646

EMAIL Cyndi@harwichcc.com CELL-PHONE 508-430-1165

PURPOSE OF REQUEST 4th Annual Fireworks # OF ATTENDEES _____

DATE(S) REQUESTED* Saturday Sept 18, 2021

*ALL DATES ARE SUBJECT TO AVAILABILITY

HOURS OF USE all day AREA REQUESTED Whitehouse Field

SPECIAL REQUESTS OR NEEDS

- ❖ Use of temporary tents larger than 12'x12' require location approval and a separate Town TENT PERMIT
- ❖ Use of tent stakes over 8" requires ADDITIONAL PERMISSIONS
- ❖ Activities dispensing food to the PUBLIC requires Harwich Board of Health PERMIT
- ❖ Approval pending all other required Town permits and approvals
- ❖ APPLICATION DEADLINE FOR FIELD USE FOR ANY YEAR IS FEBRUARY 1ST

USE	FEE	CAP	REFUNDABLE DEPOSIT	TOTAL DUE
FIELD OR COURT USE - ONE GAME	\$20.00	\$1000	\$50.00*	_____
WHITEHOUSE FIELD USE - ONE GAME	\$50.00	\$1000	\$50.00*	_____
FIELD/WHF MULTI DAY USE	\$150/FIELD/DAY		\$50.00-\$500*	_____
PARK OR BEACH USE - FULL DAY, WEDDING, FAMILY FUNCTION, OR SPECIAL EVENT	<u>\$150.00</u>		\$50.00-\$500*	<u>X X</u>
USE OF ELECTRICITY - PARKS	\$25/DAY		\$50.00*	_____
FIELD, PARK, BEACH USE - MULTI DAY EVENT	\$150.00/DAY		\$50.00-\$500*	_____
WHF LIGHT USAGE CHARGE/PER USE (BILLABLE IN 1/4 HOUR INCREMENTS)	\$65.00/HOUR		\$500.00*	_____
BEACH COOK FIRE	\$ 20.00		\$50.00*	_____

* <100 people \$50 deposit required, >100 people \$100 deposit required, >200 people \$300 deposit required, > 500 people \$500 deposit required. DEPOSITS WILL BE REFUNDED AFTER A SITE INSPECTION HAS BEEN COMPLETED AND/OR APPLIED TO USE OF FACILITY INVOICES WITH ANY UNUSED BALANCE RETURNED.

CW

Initials

I HAVE READ THE ATTACHED RULES AND REGULATIONS REGARDING USE OF THIS RECREATION FACILITY AND AGREE THAT YOUR ORGANIZATION WILL ABIDE BY THEM.

APPLICANT SIGNATURE: Cyndi Williams

TITLE Executive Director

BY: _____
RECREATION REPRESENTATIVE

DATE 8/3/21

100 Oak Street
Director:
Eric J. Beebe 508-430-7552
eebeebe@town.harwich.ma.us

Harwich, MA 02645
Executive Assistant:
Lee A. Ames 508-430-7553
leeames@town.harwich.ma.us

Fax 508-430-7579
Recreation Program Specialist:
Susan H. Fraser 508-430-7554
sfraser@town.harwich.ma.us

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

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

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator

CC: Meggan M. Eldredge, Assistant Town Administrator

RE: Calendar of related dates and potential article topics for a proposed Special Town Meeting to held on Monday, October 18, 2021 at 6:30pm at the Community Center, 75 Oak Street

DATE: Monday, August 23, 2021

I have outlined below the relevant deadlines regarding a Special Town Meeting if one is to be held later this fall. The recommended date of **October 18, 2021 at 6:30pm** has already been confirmed by both Moderator Michael Ford and Town Clerk Anita Doucette as a date that works for them.

Based on that date, the following timeline corresponds to the various deadlines and deliverables to be met in accordance with state law and/or town bylaws:

- **SPECIAL TOWN MEETING** – Monday, October 18, 2021 (6:30pm)
- **LAST DATE TO SUBMIT ARTICLES TO FINANCE COMMITTEE FOR REVIEW** - Wednesday, September 22, 2021
- **LAST DATE FOR SELECTMEN TO CONFIRM ARTICLES AND RECEIVE FINANCE COMMITTEE RECOMMENDATIONS** – Monday, September 27, 2021
- **LAST DATE FOR SELECTMEN TO CLOSE THE WARRANT** – Monday, September 27, 2021
- **LAST DATE TO PUBLISH THE WARRANT IN THE CAPE COD CHRONICLE** – Thursday, September 30, 2021
- **LAST DATE TO POST THE WARRANT** – Monday, October 4, 2021
- **LAST DAY TO REGISTER TO VOTE AT THE TOWN MEETING** – Friday, October 8, 2021 by 8:00PM

The following are topics that are presently contemplated for inclusion in the warrant for the Special Town Meeting (in no particular order and with general language used):

- a) An article to consider an appropriation to fund costs related to amending the Comprehensive Wastewater Management Plan (CWMP);

- b) An article to consider an appropriation for additional wastewater design and/or construction work in East Harwich as well as other locations within the town;
- c) An article to consider expanding the hotel/motel/short-term rental tax to 6%;
- d) An article to consider establishing a Special Stabilization Fund for revenue related to wastewater infrastructure work and for a portion of the revenue to come from hotel/motel/short-term rental tax revenue;
- e) An article to consider amendments to the regional agreement of the Monomoy Regional School District;
- f) An article to consider an appropriation to fund recent collectively-bargained agreements with certain collective bargaining associations;
- g) An article from bond counsel to consider a transfer of surplus bond proceeds related to the Quint fire vehicle and
- h) An article to consider conveying certain parcels of land to the care, custody and control of the Board of Selectmen.

This is a sample of several topics which have been floated about since our Annual Town Meeting, is not conclusive nor is it final. The language is meant to be general until further discussion is held to refine the article language in consultation with counsel.

I look forward to our discussion regarding this potential fall Town Meeting. Thank you.

OLD BUSINESS

AMENDMENT No. 1
TO INTERMUNICIPAL AGREEMENT

For

Wastewater Collection and Treatment by and between the Towns of Chatham and
Harwich

This Amendment to Intermunicipal Agreement ("Amendment") is entered into as of _____ (the "Effective Date") by and between the Town of CHATHAM, Massachusetts ("Chatham"), a municipal corporation, and the Town of HARWICH, Massachusetts ("Harwich"), a municipal corporation (collectively, with their successors and assigns, the "Parties").

RECITALS

WHEREAS, Chatham and Harwich entered into an Intermunicipal Agreement on June 20, 2017 (the "Agreement") whereby Chatham will receive and treat Harwich's wastewater and septage at the Chatham Water Pollution Control Facility (the "WPCF") in consideration of Harwich's contribution toward the capital and operational expenses generated by said connection and the other terms and conditions set forth herein;

WHEREAS, in order to accommodate the additional flow of wastewater from East Harwich, Chatham is designing and constructing a connection with Harwich (the "Connection Point") and Chatham has agreed to receive and treat wastewater from Harwich users in the East Harwich Service Area the Connection Point, and at such other mutually agreeable connection locations as may be designated by Chatham and Harwich;

WHEREAS, the Parties wish to further clarify their respective duties and responsibilities relating to such other connection points and to establish terms and conditions to enable Chatham, its employees, agents and contractors to access, construct, operate, maintain and repair certain sewer mains and related improvements located in Harwich to facilitate implementation of the Agreement.

WHEREAS, the Parties wish to revise and amend certain Agreement terms relating to Harwich's payment obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- 1) Grant of License. Harwich hereby grants to Chatham, its employees, agents and independent contractors the authority, right and license at all times to have access to and to enter upon and occupy such portions of the rights of way, sewer mains

and related wastewater collection improvements located within Harwich for the purpose of constructing, operating, maintaining, repairing, using and inspecting the sewer mains and related infrastructure, as specified and shown on the plan entitled “Chatham/Harwich Inter Municipal Agreement; Chatham Sewer Extents”, dated 6/23/21, appended hereto as Attachment A, and Harwich will issue, promptly upon request therefor, any such permits and licenses as shall be necessary to enable Chatham to accomplish any of said purposes. Chatham agrees to indemnify, defend, and hold harmless Harwich against any claim by any person for any injury or death to persons or loss or damage to property relating to or resulting from Chatham’s exercise of its rights hereunder.

- 2) The language of Article 3 (Capacity Purchase Fee) of the Agreement is hereby amended and revised to read as follows:

Harwich will purchase 300,000 gpd average annual daily flow capacity of the Chatham WPCF, for the amount of \$6,765,000. Harwich shall make an initial payment of \$2,265,000 upon execution of this Agreement; a second payment of \$1,500,000 shall be made upon the commencement of flow from the East Harwich Service Area to the WPCF; a third payment of \$1,500,000 shall be made upon an average daily flow of over 50,000 gpd or seven (7) years from the date of signing of this Agreement, whichever occurs first; and a fourth payment of \$1,500,000 shall be made upon an average daily flow of over 150,000 gpd or nine (9) years from the date of signing this Agreement, whichever occurs first.

- 3) The language of Article 4.B.1) of the Agreement is hereby amended and revised to read as follows:

A. Collection System

- 1) Harwich shall pay Fixed O&M costs in a ratio of Harwich design flow to Chatham design flow for that portion of the conveyance system from the Connection Point(s), through pumping station(s), to the WPCF and any off-site effluent recharge location within Chatham, if applicable. Further, Harwich shall be responsible for and shall pay to Chatham as Fixed O&M costs an additional sum equal to any increase in contract payments to the Chatham Contract Operator relating to or resulting from said Contract Operator’s operation and maintenance of the Harwich collection system. Fixed O&M payments shall begin at the time of Harwich connection.

- 4) All terms and conditions of the Agreement not specifically supplemented, amended, or modified hereby shall remain in full force and effect throughout the term thereof.

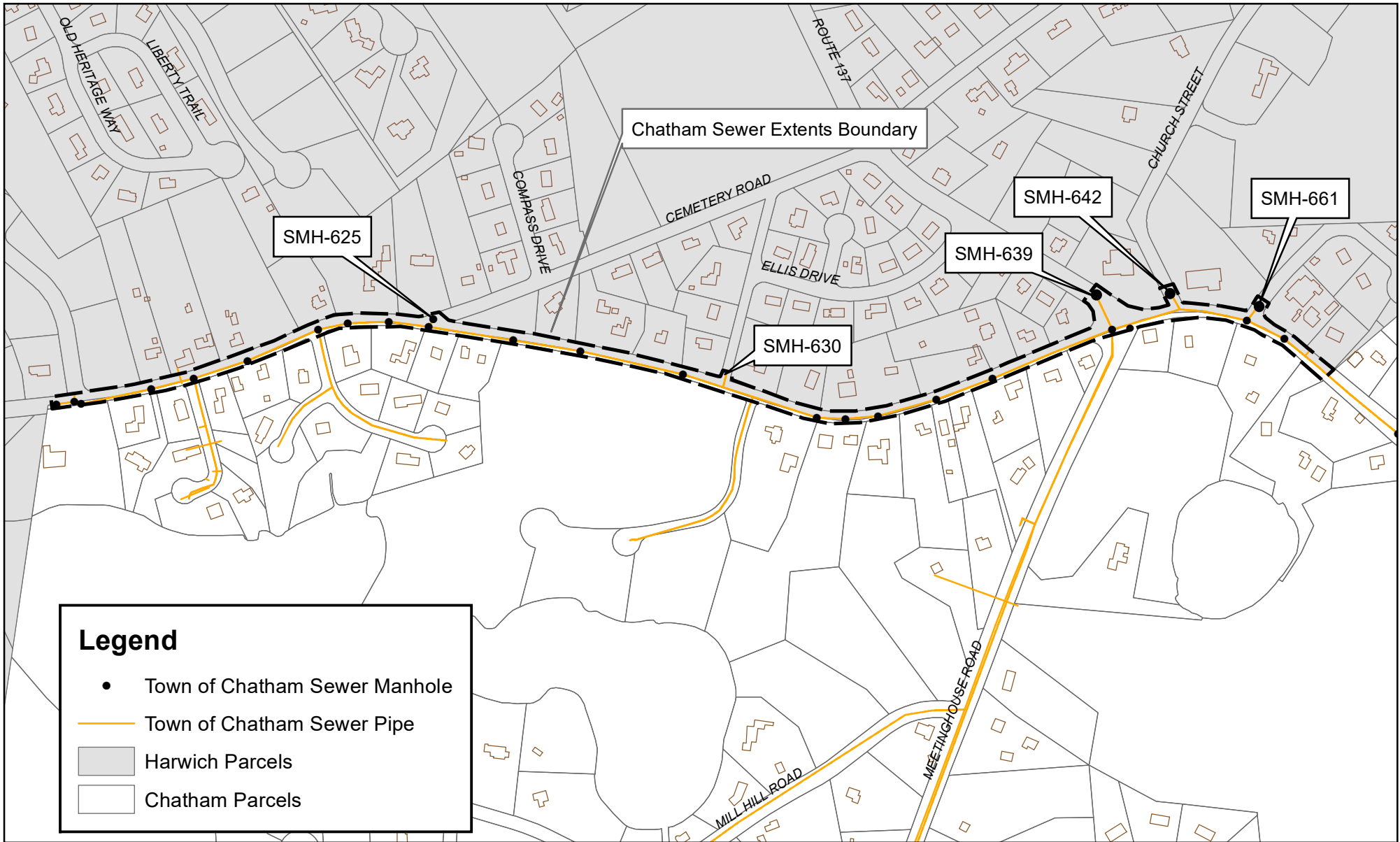
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers and their respective seals to be affixed as of the dates given below.

Board of Selectmen, Town of Chatham

Board of Selectmen, Town of Harwich

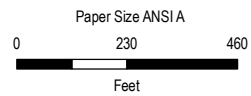
Attachment A

(Chatham/Harwich Inter-Municipal Agreement; Chatham Sewer Extents)



Legend

- Town of Chatham Sewer Manhole
- Town of Chatham Sewer Pipe
- Harwich Parcels
- Chatham Parcels



Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane Massachusetts Mainland FIPS 2001 Feet



TOWN OF CHATHAM, MASSACHUSETTS
**Chatham/Harwich Inter
 Municipal Agreement**
CHATHAM SEWER EXTENTS

Project No. 11144208
 Revision No. -
 Date 06/23/2021

FIGURE 1



Town of Chatham
Department of
Natural Resources



Health
(508) 945-5165

Water Quality Laboratory
(508) 945-5188

Conservation
(508) 945-5164

Coastal Resources
(508) 945-5176

Shellfish
(508) 945-5184

Harbormaster
(508) 945-5185

FAX (508) 945-5163
261 George Ryder Road Chatham, MA 02633

TO: Honorable Select Board
Jill R. Goldsmith, Town Manager

FROM: Robert Duncanson, Ph.D., Director of Natural Resources

DATE: August 16, 2021 (For the SB meeting of August 24, 2021)

SUBJECT: Chatham-Harwich Wastewater IMA Amendment No.1

BACKGROUND AND DISCUSSION

In June 2017 Chatham and Harwich entered an intermunicipal Agreement (IMA), following positive votes at each town's respective Annual Town Meeting, providing for treatment and recharge of sewerage collected from the East Harwich Service Area at the Chatham Water Pollution Control Facility (WPCF). The IMA sets out the responsibilities of each community including the fiscal arrangement for Chatham providing the service.

Both towns applied for and were approved for low interest loans on the 2018 Intended Use Plan for the Clean Water State Revolving Fund (SRF). Construction began in each community in the fall of 2019 and is nearing completion with the system expected to go "live" (i.e., properties able to connect) in early fall.

As the project progressed the IMA Advisory Board (Jill Goldsmith, Chatham TM; Joseph Powers, Harwich TA; Larry Ballentine, Harwich Select Board; David Whitcomb, Chatham (one Chatham vacancy) has been meeting to address issues. As part of those discussions three issues have been discussed by the Advisory Board resulting in the proposed Amendment No.1 (attached) to the IMA.

Issues discussed by the Advisory Board were:

1. Clarification of responsibility for underground sewer infrastructure along Old Queen Anne Road (OQA). As you're aware the town line between Chatham and Harwich follows the centerline of OQA, approximately the location of the sewer main. Amendment No. 1, Item 1, provides that Chatham is responsible for the sewer

infrastructure along OQA to the first manhole on intersecting streets in Harwich as shown on the Figure in Attachment A.

2. IMA Article 3 sets out Capacity Purchase Fee payments and schedule for said payments by Harwich. The first payment of \$2,265,000 was made upon execution of the IMA. The second payment (\$1,500,000) by Harwich will be due upon commencement of flow from the East Harwich Service Area, anticipated sometime this fall (i.e., in FY22). The third payment (\$1,500,000) is due upon flow of over 50,000 gpd or 5 years from signing of the IMA. With the timing of engineering, funding, and construction the 5-year point will be coming up in June of 2022. Harwich requested the schedule be revised to avoid having two payments, totaling \$3,000,000, fall in the same Fiscal Year (FY22). Item 2 of Amendment No. 1 modifies the payment schedule so the third and fourth payments will be due at seven (7) and nine (9) years (the respective flow volume triggers of 50,000 gpd and 150,000 gpd remain the same) versus the current five (5) and seven (7) years.
3. Item 3 in Amendment No. 1 incorporates new language stating that Harwich is responsible for the increased cost of Chatham's O&M contract with the Contract Operator (Weston & Sampson) by virtue of the Chatham Contract Operator assuming oversight of O&M in Harwich. In discussion it was determined it is beneficial to both communities to have the same contract operator operate the Harwich collection system.

After reaching consensus, the Advisory Board requested Chatham Town Counsel prepare Amendment No. 1 which was reviewed and voted unanimously by Advisory Board members present on August 11th to recommend to the Chatham Select Board and Harwich Board of Selectmen that Amendment No.1 to the IMA be executed (draft minutes attached). The Harwich Board of Selectmen is scheduled to take up the recommendation at their August 23rd meeting.

FISCAL IMPACT – Possible two-year delay in receipt of payments from Harwich for installments three (3) and four (4) of the Capacity Purchase Fee called for in Article 3.

RECOMMENDATION

The following motion *“The Select Board vote to execute Amendment No. 1 to the Intermunicipal Agreement for Wastewater Collection and Treatment by and between (Chatham/Harwich)”*.

Thank you for your consideration. Should you have any questions regarding the foregoing, please contact Robert Duncanson, (508) 945-5165.

Minutes
Chatham-Harwich Wastewater IMA Advisory Board
August 11, 2021 8:00 a.m.
REMOTE VIA MICROSOFT TEAMS

For an audio/video recording of this meeting visit <http://www.chatham-ma.gov/channel-18>

Attending for the Chatham: Jill R. Goldsmith, Town Manager; Dr. Robert Duncanson, Director of Natural Resources; David Whitcomb. Attending for Harwich: Joe Powers, Town Administrator; Dan Pelletier, Water/Wastewater Superintendent.

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 23, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the **Chatham Harwich Wastewater IMA Advisory Board** is being conducted via remote participation. Every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order.

Chatham Town Manager Goldsmith who serves as the Chair of the Chatham-Harwich Wastewater IMA Advisory Committee called the meeting to order and conducted a roll call to establish a quorum.

Roll Call:

David Whitcomb: Present

Dan Pelletier: Present

Larry Ballantine: Not Present

Joe Powers: Present

Jill Goldsmith: Present

Dr. Robert Duncanson: Present

I. Construction Status Update

Dr. Robert Duncanson, Chatham's Director of Natural Resources, said the Chatham pump station is complete with only minor punch list items to be addressed. He said Chatham's side is on hold pending Harwich completion.

Dan Pelletier, Harwich's Water/Wastewater Superintendent, said under Contract #1 representatives from the Department of Environmental Protection (DEP) have been in Town and the generator has been tested and the instrumentation is starting up. He said he is waiting for the paperwork from DEP. Under Contract #2 the SCADA system is being tied back into the Harwich Water Department. He said the Town is in good shape to accept customers once the Amendment to the Inter Municipal Agreement (IMA) is approved.

The Advisory Board took no action.

II. Review and Vote on Consolidated IMA Amendment No. 1

Chatham Town Manager Jill Goldsmith said the draft Amendment under consideration was prepared by Chatham Town Counsel Patrick Costello.

Dr. Robert Duncanson, Chatham's Director of Natural Resources, said the Amendment consolidates three changes to the Inter Municipal Agreement (IMA) the Advisory Board has previously discussed. He said the first clarifies the responsibility for the water main on Queen Anne Road and the extent on side streets for each town, the second changes the payment schedule to avoid Harwich being responsible for two payments in one fiscal year. He noted payments would change from years five and seven after the execution of the IMA to years seven and nine. He said the third change stipulates that Harwich is responsible for the increase in Weston & Sampson's contract costs for the maintenance and operation of the Harwich wastewater system under Chatham's existing contract.

Chatham representative David Whitcomb agreed that these items were all previously discussed and agreed to by the Advisory Board members.

Harwich Town Administrator Joe Powers said he appreciates the consolidation of the changes into one amendment. He said the Amendment is scheduled to go before the Harwich Board of Selectmen on August 23 but noted that Harwich is holding a dedicated meeting on wastewater on August 30. Chatham Town Manager Jill Goldsmith said the Amendment is scheduled before the Chatham Select Board on August 24. Dr Duncanson said he plans to compile a packet with agenda report, the Amendment and all attachments later this week or early the following week for distribution to both Boards prior to their meetings.

Motion: by David Whitcomb to recommend Amendment #1 to the Chatham Harwich Wastewater Inter Municipal Agreement to the Chatham Select Board and the Harwich Board of Selectmen.

Second: by Joe Powers.

Roll Call:

David Whitcomb: Yes

Dan Pelletier: Yes

Joe Powers: Yes

Jill Goldsmith: Yes

Dr. Robert Duncanson: Yes

Harwich Town Administrator Joe Powers thanked Dr. Duncanson and everyone who worked to put the IMA and the Amendment together. He said this is an exciting time to have this project completed. Mr. Whitcomb noted the accomplishment and suggested it be publicized in some way when flow commences. Harwich Water/Wastewater

Superintendent Dan Pelletier agreed that this is an important milestone for the Pleasant Bay Watershed.

Superintendent Pelletier said Yarmouth has indicated that it will be building its own treatment plant so efforts for Harwich, Dennis, and Yarmouth to build a joint treatment plant are over. He said he would like to discuss at a subsequent meeting if Chatham would consider accepting flow from other areas of Harwich in addition to East Harwich. He said much work needs to be done on the Harwich side to determine the actual flow volume accounting for growth in East Harwich. He said he believes there is excess capacity to what has been previously agreed.

Dr. Duncanson noted that accepting additional flow from Harwich was a thorny topic when the IMA was originally created, and a thorough review would be needed. Superintendent Pelletier said Harwich is working with GHD to revise the scope of their work to determine the degree of excess capacity that may be in the East Harwich area. Dr. Duncanson said such would likely renew the discussion of returning treated flow back to Harwich. He noted that the Water Protection Control Facility (WPCF) is operating at expected capacity at this time. Harwich Town Administrator Powers said he appreciates the willingness of the Advisory Board to have the conversation. Mr. Whitcomb said the impetus for the IMA in the first place was to protect the shared watershed and he believed it would be in that spirit to share excess treatment plant capacity.

Motion: by David Whitcomb to adjourn.

Second: by Joe Powers.

Roll Call:

David Whitcomb: Yes

Dan Pelletier: Yes

Joe Powers: Yes

Jill Goldsmith: Yes

Dr. Robert Duncanson: Yes

The meeting adjourned at 8:34 a.m.

Respectfully submitted by Shanna Nealy.

CONTRACTS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

Meggan M. Eldredge, Assistant Town Administrator



Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator *ME*

Date: August 12, 2021

RE: FY22 Harwich Human Services Grant

The FY 22 Harwich Human Services Grant Request for Proposals (RFP) was announced on April 1, 2021 and all proposals were due into the Administrator's Office by April 30, 2021. The anticipated funds available for grant awards totaled \$83,250. This year, 17 applications were submitted with total requests equaling \$128,361.00, exceeding the available funds by \$45,111.

The Harwich Human Services Grant proposals were reviewed by two staff members: Meggan Eldredge and Carolyn Carey. The applications were reviewed independently using a standardized score sheet. On July 7, 2021, the Carolyn and I met to make a final recommendation based on the merits of the applications, the history and capacity of the requesting organizations, and the needs to be addressed with requested funding. After lengthy and thoughtful discussion, we respectfully submit the following recommendations for FY 22 Harwich Human Services Grant funding:

REQUESTING ORGANIZATION	FY21 AWARDED	FY 22 REQUESTED	FY 22 AWARD RECOMMENDATION
AIDS SUPPORT GROUP OF CAPE COD	\$6,500.00	\$10,000.00	\$7,500.00
ALZHEIMERS SUPPORT CENTER	\$8,500.00	\$10,000.00	\$7,500.00
BEHAVIORAL HEALTH	N/A	\$5,000.00	\$3,000.00
CAPE ABILITIES	\$3,000.00	\$10,000.00	\$0.00
CAPE COD CHILDRENS PLACE	N/A	\$5,000.00	\$3,500.00
DUFFY HEALTH	\$1,000.00	\$3,000.00	\$2,300.00
FAMILY PANTRY OF CAPE COD	\$10,000.00	\$10,000.00	\$7,500.00
FOOD FOR KIDS	N/A	\$3,250.00	\$2,700.00

HARWICH CHILDRENS FUND	N/A	\$10,000.00	\$3,500.00
HECH	\$4,300.00	\$10,000.00	\$7,500.00
INDEPENDENCE HOUSE	\$6,600.00	\$10,000.00	\$7,500.00
LOWER CAPE OUTREACH COUNSEL	\$9,000.00	\$10,000.00	\$7,500.00
OUTER CAPE HEALTH	\$8,000.00	\$10,000.00	\$5,000.00
SIGHT LOSS SERVICES	\$3,000.00	\$3,500.00	\$3,000.00
SOUTH COASTAL COUNTIES LEGAL SERVICES INC	\$2,600.00	\$2,600.00	\$2,250.00
THE HOMELESS PREVENTION COUNSEL	\$8,500.00	\$10,000.00	\$7,500.00
WE CAN	\$4,250.00	\$6,011.00	\$5,500.00

Due to the shortfall of funding between available revenue and requests, no organization was awarded the full amount requested. It is important to note that Cape Abilities submitted a request for funding a driveway resurfacing and extension project at a residential home in Harwich. Although we feel this is a worthy cause, the team ultimately decided to not support this funding request as it is outside of the scope of services identified in the RFP and not an allowable expense.

It was the overall consensus of the review team that the grant process needs to be reevaluated to better define parameters for awards. With requests for funding far outweighing the available revenue, it becomes difficult to choose between organizations that provide much needed services to the residents of Harwich. We recommend that Administration assign this topic to a team or committee in the coming months in order to prepare for the FY23 Human Services Grant timeline. Along with the input of the Board of Selectmen, we hope the Town can produce a new RFP for coming years.

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, *Town Administrator*


Meggan M. Eldredge, *Assistant Town Administrator*

732 MAIN STREET, HARWICH, MA 02645



Memo

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

From: Meggan Eldredge, Assistant Town Administrator 

RE: Contract with Spencer Preservation Group

Date: August 23, 2021

This memorandum corresponds to *Contracts Agenda Item B: Discussion and possible vote for the Board of Selectmen to execute contract with Spencer Preservation Group. for the design services for structural improvements at Brooks Academy Museum for \$118,350.00.*

As you will see from the attached materials, this design contract was acquired according to MGL Chapter 7C, Section 54 (a). At your last public meeting, the Spencer Preservation Group was unanimously chosen as the designer for the Brooks Academy Museum Structural Improvements. After thorough review of the price proposal, it was the consensus of the Designer Selection Committee that the prices listed in the Fee and Task Schedule presented by Spencer Preservation Group are reasonable and a recommendation to accept the price proposal was put forth by the Committee.

The Fee and Task Schedule can be found at the end of the contract documents.

I recommend the Board's approval and execution of this contract.

“AGREEMENT”
TOWN OF HARWICH, MA
Contract for Designer Services

PROJECT TITLE: BROOKS ACADEMY MUSEUM FOUNDATION IMPROVEMENTS

PROJECT TYPE: ENGINEER/ARCHITECTURAL SERVICES

This AGREEMENT is made under seal the 23 day of August in the year Two Thousand and Twenty One, between the Town of HARWICH, Massachusetts, by its BOARD OF SELECTMEN, the AWARDED AUTHORITY, and Spencer Preservation Group, with an address of 41 Valley Road, Suite 211 B, Nahant, MA 01908, acting as PROJECT ARCHITECT or PROJECT ENGINEER (the DESIGNER).

The scope of services is set forth in Attachment A.

ARTICLE 1: DEFINITION OF TERMS

- 1.1 GENERAL LAWS -- the General Laws of the Commonwealth of Massachusetts as amended, including any rules, regulations and administrative procedures implementing said laws.
- 1.2 DESIGNER -- the individual or firm performing professional services under this AGREEMENT.
- 1.3 PRINCIPALS -- the registered professional Architects or Engineers listed in ARTICLE 16.
- 1.4 NOTICE TO PROCEED -- written communication from the Awarding Authority, constituting an essential condition of this AGREEMENT, authorizing the Designer to perform services for the project phase to which such Notice shall relate. The Notice to Proceed shall include the basis for compensation, the fixed limit construction cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to proceed are required to change either a submittal date or the fixed limit construction cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
- 1.5 SUBMITTAL DATES -- those dates referred to in the Notice to Proceed or any subsequent amendment thereto.
- 1.6 CONSTRUCTION CONTRACT -- contract for construction of a whole or part of the project, including all change orders.
- 1.7 TOTAL CONSTRUCTION COST -- the sum of the actual construction contract award price and each authorized change order revising the construction contract award price. The construction contract award price

shall be the same as the construction price of the lowest responsible and eligible bidder.

- 1.8 AWARDING AUTHORITY -- The board, commission, agency or department of the Town having authority to award design and construction contracts in connection with the Project.
- 1.9 PROJECT -- the building project for which designer services have been procured under this AGREEMENT, and which is identified on Page 1 (Project Title).

ARTICLE 2: CONSULTANTS, SUBCONTRACTING, SUCCESSORS AND ASSIGNS

- 2.1 The Designer shall not employ additional consultants not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this AGREEMENT without the prior approval and written consent of the Awarding Authority. The Awarding Authority shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Designer from his responsibility for the professional and technical accuracy and the coordination of all data, designs, drawings, specifications, estimates and other work or materials furnished.
- 2.2 Except as otherwise provided in this AGREEMENT or authorized by the Awarding Authority, the Designer shall employ within the agreed upon fee for this project the following consultants where their specific services are required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, and Electrical Engineer, and any other consultant specifically listed in the proposal. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.
- 2.3 When the Designer receives payment from the Awarding Authority, the Designer shall promptly make payment to each consultant whose work was included in the work for which payment was made by the Town. The Awarding Authority shall have the contractual right, but not the obligation, to require corrective measures necessary for the best interests of the Town.

ARTICLE 3: SURVEYS, BORINGS, TESTS, LABORATORIES, PHOTOGRAPHS

- 3.1 The Awarding Authority shall furnish to the Designer available surveys of the project building site, showing the grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site, or sites; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
- 3.2 The Awarding Authority does not guarantee the accuracy of information furnished and the Designer must satisfy himself as to the correctness of data, except in instances where written exception to the contrary is

specifically indicated by the Awarding Authority. If the above data are not available or they are in the opinion of the Designer insufficient, the Designer, upon request, may be given authorization to obtain the services of a consultant or perform the work with his own employees. In no case shall the Designer commence such work without prior written authorization of the Awarding Authority.

- 3.3 During the construction phase of this contract, the Designer may retain the services of a photographer, a qualified testing laboratory, and special field inspectors when required by the project, subject to the prior approval of the Awarding Authority or its designee.
- 3.4 If a consultant's services estimated to cost more than \$25,000 are required, including the services of a qualified testing laboratory functioning under the jurisdiction of both a Massachusetts registered Engineer and licensed inspectors, a detailed description of the proposed services shall be prepared by the Designer and approved by the Awarding Authority. Consultant fee proposals shall be received by the Designer and accompanied with recommendations of approval submitted to the Awarding Authority before any work is authorized. Such consultants shall carry adequate Liability Insurance. When a consultant's services are estimated to cost \$25,000 or less, the Designer shall use established standard rates for such services.
- 3.5 Drawings and/or specifications needed to obtain survey or subsoil information, and any other soils engineering shall be prepared by the Designer as part of the basic fee. The Designer shall then analyze and evaluate such surveys and tests and make his design conform to the results of such evaluation.
- 3.6 The Awarding Authority will compensate and reimburse the Designer as provided in ARTICLE 9 and the Attached Task and Fee Schedule for the cost of consultant services performed under this Article. For responsibility, coordination inspection, analysis and evaluation of consultant services retained under this ARTICLE, the Designer shall similarly be compensated as provided by ARTICLE 9.

ARTICLE 4: COMPLIANCE WITH LAWS

- 4.1 The Designer shall perform the work required under this AGREEMENT in conformity with all requirements and standards of the Awarding Authority, all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders of the Commonwealth and its political subdivisions, and the Federal Government. The Construction Documents shall comply with all applicable laws, statutes, ordinances, by-laws, codes, rules and regulations, and executive orders. The Designer, including all approved consultants and subcontractors, shall comply with all applicable provisions of the rules and regulations of the President's Committee on Equal Employment Opportunity and Procedures promulgated by the Governor of Massachusetts or his designees, insuring

equal opportunity for employees and minority and women-owned business enterprises.

ARTICLE 5: PROFESSIONAL RESPONSIBILITY

5.1 The Designer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, estimates and other work furnished by him or his consultants and subcontractors. The Designer shall staff his office with sufficient personnel to complete the services required under this contract in a prompt and continuous manner, and shall meet the approval schedule and submittal dates established during the course of this AGREEMENT.

The Designer shall commence work under this AGREEMENT upon written notice to proceed issued by the Awarding Authority in conformance with the provisions of Section 1.4 of this AGREEMENT. The Designer shall complete the services required under this AGREEMENT in a prompt and continuous manner, and to meet such time limits as are established during the course of the AGREEMENT and stated in each Notice to Proceed. If the completion of the scope of work is delayed through no fault of the Designer, the time limit may be extended upon written approval of the Awarding Authority.

5.2 The Designer shall furnish appropriate competent professional services for each of the phases to the point where detail checking and reviewing by the Awarding Authority will not be necessary. Any changes, corrections, additions or deletions made by the Awarding Authority shall be incorporated in the design of the Project unless detailed objections thereto are received from the Designer and approved by the Awarding Authority.

5.3 The designer shall thoroughly acquaint his employees and consultants with all provisions of the General Laws governing the conduct of public construction projects, including but not limited to M.G.L. c.149, and c.30, and in particular, M.G.L. c.30, §39M, wherein the description of material specifications and proprietary items in construction bid documents is governed.

5.4 Neither the Awarding Authority's review, approval or acceptance of, nor payment for any of the services furnished 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.

ARTICLE 6: DESIGNER SERVICES

6.1 TYPE 1 CONTRACTS; STUDIES, PROGRAMS, MASTER PLANS, REPORTS

1. Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary within the Awarding Authority and shall prepare and

submit programs, preliminary reports, master plans, studies, sketches, space utilization criteria and estimates in accordance with the Scope of Services set forth in Attachment A to this AGREEMENT. Monthly progress reports shall be submitted by the Designer to the Awarding Authority. The Designer shall prepare and submit concept sketches of various design ideas to determine a workable plan solution in terms of the programs, funds available, and as complete an overall design concept as possible, including cost estimates. The Designer shall furnish to the Awarding Authority eight (8) copies of the report for final approval on or before the date set forth in the Notice to Proceed or any supplement thereto.

6.2 TYPE 2 CONTRACTS -- DESIGN AND CONSTRUCTION

1. Phase 1. - Schematics

Upon receipt of a Notice to Proceed from the Awarding Authority acceptable to the Designer, the Designer shall meet as necessary with the Awarding Authority for the purpose of arriving at a mutual understanding of the Awarding Authority's project needs. Thereafter, the Designer shall prepare and submit to the Awarding Authority single line schematic drawings including floor plans, elevations and space criteria to establish basic design ideas and respective cost estimates as set forth in the scope of services included as Attachment A. The Designer shall submit to the Awarding Authority for approval six (6) copies of said schematic plans, outline specifications and cost estimates, on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto, unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

Estimated construction cost and fee as set forth in the original Notice to Proceed will not be changed by the Awarding Authority without the agreement of the Designer.

2. Phase 2. - Design Development

Upon receipt of a Notice to Proceed the Designer shall prepare from the approved Phase 1 documents complete design development documents consisting of plans, outline specifications, and cost estimates and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to enable the Awarding Authority to study and understand the progress and development of the Project. Such plans outline specifications and cost estimate shall be subject to the written approval of the Awarding Authority. The Designer shall submit to the Awarding Authority for approval six (6) copies of said design development documents on or before the date or time for submission specified in the Notice to Proceed or any supplement thereto,

unless the Designer shall have obtained from the Awarding Authority an extension of time in writing.

3. Phase 3. - Construction Documents

Upon receipt of a Notice to Proceed from the Awarding Authority for Phase 3 of the Project, the Designer shall meet as necessary with the Awarding Authority, and shall prepare and submit to the Awarding Authority on or before the date or time specified in the Notice to Proceed or any supplement thereto, complete working plans and specifications in sufficient detail to permit firm bids in open competition for construction of the project, and a detailed cost estimate. Said plans and specifications shall be based on the design development, outline specifications and construction cost estimate approved in Phase 2 of the Project, the Notice to Proceed with Phase 3, or any subsequent modification thereto. The detailed estimate of the cost of the Project shall include quantities of all materials and unit prices of labor and materials as well as cost estimates for each item of work. Such working plans and specifications and cost estimates shall be subject to the written approval of the Awarding Authority. The Designer shall furnish to the Awarding Authority for approval six (6) sets of the said plans, specifications and construction cost estimates.

Following the approval of the plans, specifications and construction cost estimates, the Designer shall incorporate all changes required by the Awarding Authority in the working drawings and specifications and shall prepare and transmit to the Awarding Authority one set of Construction Contract Documents for approval.

Phase 4. - Bidding Phase

Upon written approval of Construction Contract Documents, and a Notice to Proceed, the Designer shall prepare the final Construction Contract Documents, including advertisements for receipt of proposals for construction contractors, shall assist in distributing the bidding documents to prospective bidders, and shall prepare and transmit all addenda. The Designer shall assist the Awarding Authority in pre-qualifying bidders, shall conduct a pre-bid conference with potential bidders, shall assist in obtaining bids, shall conduct a qualification review of the low bidder and transmit his recommendations as to the award of the construction contract to the Awarding Authority, and shall prepare all notices required to be published in the Central Register. All services shall be in accordance with the requirements of the General Laws relating to public construction projects.

If the bid of the lowest responsible and eligible bidder exceeds the Fixed Limit of Construction Cost, if any, the Awarding Authority shall have the option to (a) give written approval of an increase in such Fixed Limit, (b) re-bid the Contract within a reasonable period of time, or (c) instruct the Designer in writing to provide such revised Construction Contract Documents as the Awarding Authority may require to bring the cost within

the Fixed Limit. In the case of (c), the Designer may in connection with such revisions make reasonable adjustments in the scope of the Construction Contract or quality of the work allowed therein subject to the written approval of the Awarding Authority, which approval shall not be unreasonably withheld. The Designer shall not be entitled to any additional compensation for such services.

The Designer shall review all construction bids for the purpose of advising the Owner on whether the bids are based upon the payment of the prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The Designer shall inform the Owner of any bid which, because of its amount, does not realistically appear to contemplate the actual payment of said prevailing wage rates to laborers to be employed on the project.

5. Phase 5 - Designer's Services During Construction

Upon the award of the construction contract the Designer and his consultants shall, for the purpose of protecting the Awarding Authority against defects and deficiencies in the work of the Project: (1) be charged with general administration of the construction contract, including review and processing of the General Contractor's applications for payment and change order proposals; preparation of a monetized "punch list" of remaining work following substantial completion of the project work, and subsequent inspection to determine completion of such punch list work; review and processing of the General Contractor's final completion and close out documentation and assistance to the Awarding Authority in the close out process; (2) furnish the General Contractor with information for establishing lines and grades and such large scale drawings and full sized detailed drawings as the Awarding Authority may require; (3) promptly check and approve samples, schedules, shop drawings and other submissions by the General Contractor; (4) make weekly visits to the site or sites of the Project; (5) conduct semi-final and final inspections of the construction project and report the results of such inspections in writing to the Awarding Authority; (6) require each consultant employed in accordance with ARTICLE 2 above to make visits when necessary, and more often if requested by the Awarding Authority, for the same purposes during the progress of that portion of the said construction to which the consultant's services relate and to report in writing thereon to the Designer; (7) report to the Awarding Authority weekly in writing on the progress of construction including whether or not the contractor is keeping record drawings; (8) recommend rejection of all project work observed by the Designer which fails to conform to the Contract Documents; (9) decide all questions regarding interpretation of or compliance with the Contract Documents, except as the Awarding Authority may in writing otherwise determine; (10) review and act on all requests for changes in plans, specifications, work, or contracts for the Project; and (11) upon written instructions from the Awarding Authority, furnish working plans and specifications for any such change.

The Designer shall be familiar with the provisions of the General Laws for payment to contractors and shall submit to the Awarding Authority all requisitions for payment submitted by the general contractor. With respect to each such requisition, he or she shall certify to the best of the Designer's knowledge that the percentage of work included in the requisition is accurate and the work performed conforms to the contract documents. In the event the Designer does not approve the requisition exactly as submitted by the General Contractor, said Designer shall forward it for payment to the Awarding Authority dated but unsigned with an accompanying letter of explanation setting forth objections and recommended changes. The Designer shall coordinate the required weekly visit to the construction site in such a manner to be able to return to his office with the contractor's payment bearing the Designer's approval or letter of exceptions. Timely payments of general contractors is required by General Laws Chapter 30, section 39K; therefore, the Designer shall establish office procedures assuring either immediate mail or messenger delivery of the requisition for payment to the Awarding Authority, and shall process requisition for payment within forty-eight hours of receipt.

The Designer's responsibility to provide basic services for the construction phase under this agreement commences with the award of the contract for construction and terminates upon the issuance to the Awarding Authority of the final certificate of payment and the Awarding Authority's acceptance of the completed project.

The Designer will exercise the utmost care and diligence in discovering and promptly reporting to the Awarding Authority any defects or deficiencies in the work of the General Contractor or any of its subcontractors, or their agents or employees, or any other person performing any of the Work in the construction of the Project. The Designer represents that it will follow the highest professional standards in performing all services under this Agreement. Any defective Designs or Specifications furnished by the Designer will be promptly corrected by the Designer at no cost to the Awarding Authority, and the Designer will promptly reimburse the Awarding Authority for all damages, if any, resulting from the use of such defective Designs or Specifications. The Awarding Authority's approval, acceptance, use of or payment for all or any part of the Designer's services hereunder or of the Project itself shall in no way alter the Designer's obligations or the Awarding Authority's rights hereunder.

Phase 6. - Record Drawings, Reports, Calculations

Before examining the requisition for final payment submitted to the Awarding Authority by the General Contractor and making any certification in response thereto, the Designer shall obtain from the General Contractor record drawings showing the actual installation of the plumbing, heating, ventilating and electrical work under the construction contract and all variations, if any. The Designer shall ascertain by his review that changes authorized by change orders are shown on the

contractor's record drawings and on the applicable original reproducible and shall submit to the Awarding Authority the complete set as revised, which reproducible shall become the property of the Awarding Authority.

Two suitably bound legible copies of all original design and quantity calculations including those pertinent to change orders and shop drawings if applicable shall be furnished by the Designer to the Awarding Authority at the conclusion of the construction contract and prior to the expiration of the construction period.

As-Built Record Drawings shall be furnished to the Awarding Authority by the Designer.

ARTICLE 7: DESIGNER'S BASIC FEE

- 7.1 For the performance of all services required under the terms of this AGREEMENT and excluding those services specified under ARTICLES 8, 9 and 10, the Designer shall be compensated by the Awarding Authority in accordance with negotiated fee for this project. The fee is not to exceed \$118,350.00.
- 7.2 If there is a material change in the scope of services provided in this agreement, the Designer and the Awarding Authority will mutually agree to an adjustment in the Designer's Fee. Delay of one year or more by the Awarding Authority plus a significant change in the estimated construction cost of the project will be considered a material change in scope of services.
- 7.3 The fee shall be paid to the Designer in accordance with Attachment B to this agreement. Billings for services shall be made monthly and shall be in proportion to the amount of work completed.

ARTICLE 8: ADDITIONAL COMPENSATION

1. With the formal written approval of the Awarding Authority, the Designer shall perform all or any of the following services in addition to the services performed pursuant to ARTICLE 6 above: (1) revising previously approved drawings, specifications or other documents to accomplish changes authorized by the Awarding Authority, and preparation of change orders related thereto; (2) preparing documents for alternate bids requested by the Awarding Authority except alternates prepared by the Designer to adjust the fixed limit construction cost, if any; (3) providing consultation concerning replacement of any work damaged by fire or other cause during construction and furnishing professional services of the type set forth in ARTICLE 6 as may be required in connection with the replacement of such work; (4) providing services after final payment to the contractor; (5) revising working plans and specifications submitted in their final and complete form for which

bids were not received within six months after submission; (6) making studies other than those normally required and preparing applications and reports to assist the Awarding Authority in obtaining federal and/or state aid; (7) preparing operating and maintenance manuals; (8) assisting the Awarding Authority in litigation arising out of the construction contract; and (9) performing any other professional services not otherwise required under this Contract.

2. For the services provided pursuant to paragraph 1 of this ARTICLE, the Designer shall be compensated by the Awarding Authority at the rates set forth in Attachment B.

ARTICLE 9: REIMBURSEMENT

- 9.1 The Designer shall be reimbursed by the Awarding Authority: (a) at one and one tenth (1.1) times the actual cost to the Designer of consultants hired to obtain any data in accordance with ARTICLE 3 above, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services have been approved by the Awarding Authority or its designee, which may approve a lump sum fee; (b) at one and one tenth (1.1) times the actual cost to the Designer of special consultants not specified in ARTICLE 2, and approved by the Awarding Authority or its designee, provided, however, that no reimbursement for such expense shall be made unless the rates of compensation for said consultant services shall have been approved in writing by the Awarding Authority or its designee, which may approve a lump sum fee; (c) any other specially authorized reimbursement, including special printing; and (d) for all printing and reproduction costs.

ARTICLE 10: DESIGN FEES AND CHANGE ORDERS

- 10.1 The Designer shall be compensated in accordance with the rates specified in ARTICLE 8 for the services of its employees or any consultant listed in ARTICLE 2 for services associated with changes and change orders described in ARTICLE 8. The Designer shall not be compensated for any services involved in preparing change orders required to make unit price adjustments due to existing conditions. Changes for which the Designer receives no compensation under this ARTICLE shall be "no fee modifications" or "no fee change orders." The fact that the Designer receives no fee shall not limit the Town's legal remedies regarding such changes.

Any services in connection with change orders and change directives which are necessitated by a lack of reasonable clarity, deficiencies or conflicts in the Construction Documents or other errors or omissions of the Designer, or which result from existing conditions encountered in the building which should have been anticipated by the Designer based on reasonable investigation of said building as required herein, shall not

qualify as additional services and shall be performed within the scope of Basic Services.

- 10.2 Payments for modifications or change orders to the Designer shall be made upon completion of the Designer's work under such modifications or change orders.

ARTICLE 11: TERMINATION, NO AWARD

- 11.1 By written notice to the Designer, the Awarding Authority may terminate this contract at any time. If any such termination shall occur without the fault of the Designer, all compensation and reimbursement due to the Designer up to the date of termination, in accordance with all contract terms, shall be paid to the Designer by the Awarding Authority. Such payment shall not exceed the fair value of the work, as the Awarding Authority shall determine.
- 11.2 By written notice to the Awarding Authority, the Designer may terminate this contract (1) if the Awarding Authority, within sixty (60) days following written notice from the Designer of any default by the Awarding Authority under the AGREEMENT, shall have failed to remove such default or (2) if, after the Designer shall have performed all services required of the Designer in Phase 1, Phase 2, or Phase 3 of the Project, if applicable, at least six (6) months shall have lapsed without receipt by the Designer of Notice to Proceed with the next phase of the Project. Upon any such termination by the Designer all compensation and reimbursement payable to the Designer in accordance with the AGREEMENT up to and including the date of termination shall be paid to the Designer by the Awarding Authority.

ARTICLE 12: RELEASE AND DISCHARGE

- 12.1 The acceptance by the Designer of the last payment for services paid under the provisions of ARTICLES 11 and 12 in the event of contract termination shall in each instance operate as and be a release to the Awarding Authority, and every member or agent thereof, from all claims and liability to the Designer for payment on account of services performed or reimbursable expenses incurred under this AGREEMENT, except for those written claims submitted by the Designer to the Awarding Authority with the last payment requisition.

ARTICLE 13: NOTICES, APPROVALS, INVOICES

- 13.1 Any notice required under this contract to be given by the Awarding Authority to the Designer, or by the Designer to the Awarding Authority, shall be deemed to have been so given, whether or not received, if mailed by prepaid postage by, respectively, the Awarding Authority to the Designer at the address specified for the Designer on Page 1, or the Designer to the Awarding Authority.

- 13.2 Written approval by the Awarding Authority for Extra compensation as provided under ARTICLES 8 and 9, Reimbursements, shall be in the form of a letter issued by the Awarding Authority.
- 13.3 All invoices may be submitted monthly and subject to contract terms and proper documentation will be promptly processed by the Awarding Authority or returned to the Designer. No invoice, however, shall be required to be submitted or processed when the net amount due is less than \$100.00.
- 13.4 Invoices for services under ARTICLE 6 where such invoices pertain to design services during construction shall also describe the names, payroll titles, and dates of site visits required for construction-phase services.
- 13.5 Invoices submitted for services which have not been previously authorized in writing shall be returned to the Designer.
- 13.6 Requests for previously authorized expenses of any nature must be accompanied by a billing or receipt from the source of the expense.

ARTICLE 14: INSURANCE

- 14.1 The Designer shall at his own expense obtain and maintain a Professional Liability Insurance policy for errors, omissions or negligent acts arising out of the performance of this AGREEMENT in a minimum amount of \$1,000,000.
- 14.2 The coverage shall be in force from the time of the agreement to the date when all construction work designed under the contract is completed and accepted by the Awarding Authority. If, however, the policy is a claims made policy, it shall remain in force for a period of six (6) years after substantial completion.
- Since this insurance is normally written on a year-to-year basis, the Designer shall notify the Awarding Authority should coverage become unavailable.
- 14.3 The Designer shall, before commencing performance of this contract, 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 employed under the contract and shall continue such insurance in full force and effect during the term of the contract. The Designer shall also maintain broad public liability insurance to protect against damage or injury to persons or property.
- 14.4 The Designer 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 contract in event of loss or destruction until the final fee payment is made or all data are turned over to the Awarding Authority.

- 14.5 Certificates 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 Awarding Authority at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice. The Designer shall indemnify, defend, and hold the Awarding Authority harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses arising out of the Designer's breach of the Agreement or the negligence or misconduct of the Designer or the Designer's agents or employees.
- 14.6 Upon request of the Designer, the Awarding Authority reserves the right to modify any conditions of this Article.

ARTICLE 15: SUPPLEMENTAL CONTRACT DATA; LEGAL REQUIREMENTS

- 15.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered architect or engineer;
 - (ii) if a partnership, a majority of all the partners are persons who are registered architects or engineers;
 - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer are persons who are registered architects or engineers, and the person to have the project in his or her charge is a registered architect or engineer;
 - (iv) if a joint venture, each joint venture satisfies the requirements of this section.
(Statutory reference: M.G.L. c.7C, §44)
- 15.2 The Designer hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference: M.G.L. c.7C, §51)
- 15.3 The Designer hereby certifies that no consultant to or subcontractor for the Designer has given, offered or agreed to give any gift, contribution or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory reference: M.G.L. c.7C, §51)
- 15.4 The Designer hereby certifies that no person, corporation or other entity, other than a bona fide full-time employee of the Designer, has been retained or hired by the Designer to solicit for or in any way assist the

Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Designer. (Statutory reference: M.G.L. c.7C §51)

15.5 The Designer hereby certifies that it has internal accounting controls as required by subsection (c) of section thirty-nine R of chapter thirty and that the

Designer filed and will continue to file an audited financial statement as required by subsection (d) of said section thirty-nine R. (Statutory reference: M.G.L. c.7C, §51)

15.6 The Designer shall maintain all books, records, and accounts related to the Project in compliance with the following:

1. The Designer shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Designer.
2. Until the expiration of six years after final payment, the Awarding Authority, the office of the inspector general and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority, including in the Designer's description the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
4. The Designer has filed a statement of management on internal accounting controls as set forth in Paragraph (6) below prior to the execution of this Agreement.
5. The Designer has filed prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in subparagraph 15.6.8 below.
6. The Designer shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:

- (a) transactions are executed in accordance with management's general and specific authorization;
 - (b) transactions are recorded as necessary:
 - 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
 - 2. to maintain accountability for assets;
 - (c) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any difference.
7. The Designer shall also file annually with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- (a) whether the representations of management in response to this paragraph and paragraph 15.6.6(b) above are consistent with the result of management's evaluation of the System of internal accounting controls; and
 - (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Awarding Authority during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by accountant's report.
9. Records and statements required to be made, kept or filed in compliance with the provisions of this paragraph 15.6 shall not be public records and shall not be open to public inspection, except as provided in subparagraph 15.6.2. (Statutory reference: M.G.L. c.30, §39R)

15.7

The Designer and its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation

of bid documents, as reasonably determined by the Awarding Authority. (Statutory reference: M.G.L. c.7C, §51)

- 15.8 Life-cycle cost estimates for the Project shall be obtained at an initial stage and as a regular part of the services to be performed under this Agreement. (Statutory reference: M.G.L. c.149, §44M)
- 15.9 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (Statutory reference: M.G.L. c.62C, §49A)

For agreements not in excess of \$100,000, Section 15.5 and subsections 15.6.3 – 15.6.8 do not apply.

ARTICLE 16: MISCELLANEOUS PROVISIONS

- 16.1 One (1) reproducible copy of all Drawings and Specifications furnished by the Designer and all other documents prepared by the Designer shall become the property of the Awarding Authority. Ownership of the stamped drawings and specifications shall not include the Designer's certification or stamp. Any re-use of such Drawings and/or Specifications without the Designer's written verification of suitability for the specific purpose intended shall be without liability or legal exposure to the Designer or to the Designer'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 Designer's rights under this AGREEMENT.
- 16.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.
- 16.3 This Agreement represents the entire agreement between the Awarding Authority and the Designer, and supersedes any prior agreements whether oral or written. This Agreement may be amended only by written instrument executed by both the Awarding Authority and the Designer.
- 16.4 The Designer agrees that the Awarding Authority and any of its officer or employee assume no personal liability under this Agreement.
- 16.5 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- 16.6 In the event any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, on the day and year hereinabove first written, the Designer has caused this agreement to be signed and sealed in its name and behalf, and its corporate seal to be hereto affixed by the signatory below authorized to do so, and the Board of Selectmen has signed this agreement on behalf of the Awarding Authority.

DESIGNER
By

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

Printed Name and Title

Approved as to Availability of Funds:

by its Town Administrator Up to \$50,000

Finance Director

(\$ _____)
Contract Sum

Town Administrator

ATTACHMENT A

SCOPE OF SERVICES

This project is funded under Article 41 of the 2019 Harwich Annual Town Meeting for a Structural Engineering Study and Article 31 of the 2021 Harwich Annual Town meeting for Structural Improvements at Brooks Academy in Harwich. The project consists of engineering and architectural design services for foundation improvements and creation of a full basement as described in a report entitled "Brooks Academy Museum Foundation Improvements, Preliminary Design Study", dated 10-27-2020.

Architectural/Engineering services shall include the following three stages:

- 1) Field Investigation and Review
 - Field measurement and visual documentation of existing conditions
 - Basement/crawlspace and foundation to be replaced
 - All structural components associated with development of a full basement
 - Building superstructure to be re-supported
 - Mechanical, plumbing and electrical systems to be protected, expanded or relocated as part of the work
 - Code compliance of existing electrical and plumbing systems based upon visual observations of exposed utilities
 - Existing egress paths from the basement level.
 - Comprehensive regulatory analysis, including Building Code, Massachusetts Architectural Access Board (MAAB), Americans with Disabilities Act (ADA), zoning and historic commission review
 - Compliance with accessibility requirements or variances to be secured from MAAB and/or ADA
 - Architectural access and egress
 - Analysis and determination of code requirements for fire detection and suppression, including any sprinkler requirements.
 - Providing mechanical and electrical engineering services to design any necessary relocation of services.
- 2) Design Development
 - Production of a Design Development package of CAD based drawings and construction technical specifications at a 75% level of completion, which will be adequate for permitting and estimating the construction cost of the project. The package will include:
 - Foundation replacement, basement expansion and re-supporting of the building superstructure as outlined in the Preliminary Design Study

- Generic description of modifications, relocations and improvements to building mechanical, electrical, service plumbing and sprinkler systems as required by the proposed basement-level alterations
 - Building envelope modifications and repairs along the interface of the new foundations.
 - Development of an engineer's opinion on probable cost
 - Value engineering services as required
 - Assistance with cost estimating by a contractor experienced with Cape Cod projects based on M.G.L. c 149 public procurement requirements.
 - Prepare and submit all required site related permit applications and/or accessibility variance request applications.
- 3) Final Design
- Based on the approved design development drawings production of a Final Design package of CAD based drawings and specifications at a 100% level of completion, which will be adequate to serve as biddable contract documents.
 - The Town of Harwich intends to seek bids for construction before January 1, 2022. All submittals shall be made in time to accomplish that goal.
 - Architectural and Engineering Bid Support Services
- 4) Construction Administration Support Services
- Provide Engineering and Architectural Construction Administration Services through the completion of construction. The construction duration is anticipated to be approximately six (6) months.
 - Construction Support Services shall include but not be limited to attendance at project meetings, providing responses to Requests for Information or Clarification, reviewing and providing recommendations for pay applications, change order review, etc.

TASK & FEE SCHEDULE



Town of Harwich
Brooks Academy
Structural Improvements



Spencer Preservation Group
 PRESERVATION ARCHITECTS

Date: July 22, 2021

Schedule	Task	Responsibility	Lynne Spencer, Principal, Preservation \$175/hr	Doug Manley, Principal, Architecture \$175/hr	Shawn Willett, Architect \$135/hr	Structures North Consulting (SN), Structural Engineer Consultant Costs	Garcia, Galuska, DeSousa Mechanical, Electrical, Plumbing, Fire Protection Engineers (GGD) Consultant Costs	Cost Estimator Consultant Costs	TOTAL
	The Project: Structural improvements to include foundation replacement, development of new full basement, re-support of building superstructure, associated relocation of plumbing, electrical, mechanical, sprinkler and fire alarm systems, and provision of egress and access. Estimated construction cost: \$1.0 m.								
August	Agreement								
	Acceptance of fee proposal and preparation of Agreement	Town of Harwich (ToH)							
August	Project Initiation								
	Introductory meeting with Town of Harwich	SPG ToH	no charge	no charge	no charge	X			
2 months	Existing Conditions/ Schematic Design & Design Development								
	Confirm existing conditions and coordinate base drawings	SPG SN		X	X				
	Identify locations for addition structural evaluation	SPG SN			X				
	Review of past building repair and maintenance records and preparation of a chronology.	SPG		X	X				
	Regulatory analysis: Building Code, MAAB, zoning, historic	SPG		X					
	Consultative meeting with Harwich Historical Commission and Harwich Community Preservation Committee.	SPG	X	X					
	Update treatment recommendations and project budget based on prior SN report	SPG SN	X	X	X				

Schedule	Task	Responsibility	Lynne Spencer, Principal, Preservation	Doug Manley, Principal, Architecture	Shawn Willett, Architect	Structures North Consulting (SN), Structural Engineer	Garcia, Galuska, DeSousa Mechanical, Electrical, Plumbing, Fire Protection Engineers (GGD)	Cost Estimator	TOTAL
	Develop design options foundation and waterproofing	SPG SN		X	X	4,000			
	Identify MEP infrastructure relocations required, and schematic MEP design	SPG GGD			X		4,000		
	Progress review with Town of Harwich and Brooks Academy Building Commission, 2 meetings	SPG ToC	X	X		X			
	Subtotal Hours		11	29	38				
	Subtotal Fee		1,925	5,075	5,130	8,000	4,000	0	24,130
1 month	Preparation of Construction Documents								
	Prepare plans and specifications for bidding to the 75% stage. Include front end and historic preservation qualification requirements.	SPG SN GGD	X	X	X	26,000	10,000		
	Submit for review along with an updated cost estimate for meeting with Town of Harwich	SPG ToH	X	X	X			4000	
	Review documents with Building Department, zoning, historic district commission	SPG		X					
	Address any comments and finalize bid documents to 100%.	SPG SN GGD	X	X	X				
	Subtotal Hours		6	20	42				
	Subtotal Fee		1,050	3,500	5,670	26,000	10,000	4,000	50,220
1 month	Bid Administration								
	Provide electronic Contract Documents to the Town for distribution.	SPG			X				
	Advertise bid (2 newspapers, Central Register, COMM Buys). Assume filed-sub-bidding for multiple trades.	SPG			X				
	Conduct pre-bid meeting	SPG			X				
	Respond to questions and Issue addenda	SPG		X	X				
	Review bids for filed-sub and general bids, check references of bidders	SPG	X	X	X				
	Bid review meeting with Town	SPG ToH		X					
	Coordinate with Town on contract for construction and provide Notice to Proceed	SPG			X				
	Subtotal Hours		1	9	30				
	Subtotal Fee		175	1,575	4,050				5,800

TOWN
ADMINISTRATOR'S
REPORT



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

Amy Bullock
Treasurer / Collector

Nancy Knepper
Assistant Treasurer/Collector

Monthly Report to the Board of Selectmen

July 2021

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

Collections

	FY 2022	FY 2021
Tax/Water Collections:	\$11,686,162.02	\$10,684,081.15
Tax lien Collections:	\$23,698.07	\$3,984.23
Departmental turnovers:	\$3,471,184.40	\$2,883,481.84
Total:	\$15,181,044.49	\$13,571,547.22

Disbursements

	FY 2021	FY 2020
Accounts Payable	\$10,119,657.79	\$9,834,253.91
Payroll	\$2,082,929.60	\$2,079,019.61
Total:	\$12,202,587.39	\$11,913,273.52

I have also included the status report from Attorney Leahy regarding tax lien files she has been working on.

Respectfully submitted,
Amy Bullock
Treasurer/Collector

Date: August 11, 2021
Town of Harwich

Files in Land Court

Name	Address	Status	Town's Notes
Awe, LLC	107 Julien Road	Memo in progress of being answered. Will return this answer to the Court soon.	
Awe, LLC	105 Julien Road	Title exam is being completed. 08/10/2021 the title examiner called and asked me to review a 200pg probate and abstract it for him, he will review and include in his exam. I will work on gathering this info for him.	
Azanow, Linda	3 Pasture Lane	Requested final judgment from the Land Court, awaiting the entry of the judgment.	
Devine, William J. Trustee Elam Baker Family Trust	Chatham Road	Title exam is being completed. 08/10/2021 the title examiner said the title exam may be difficult due to old property transfers (Pre-1900s) and out of state probates. He said he may need additional funds to complete his work. Told him to hold on, I want to look at the info and see how much I can find before we go commit to that.	
Devine, William J. Trustee Weekes Family Realty Trust	0 Chatham Road	Title exam is being completed. 08/10/2021 the title examiner said the title exam may be difficult due to old property transfers (Pre-1900s) and out of state probates. He said he may need additional funds to complete his work.	

Date: August 11, 2021
Town of Harwich

		Told him to hold on, I want to look at the info and see how much I can find before we go commit to that.	
Duffy, Lorraine T.	27 Hall Avenue	Memo and Scrivener's Affidavit to do but the file is marked as on hold per the Town due to a payment agreement with the Town.	
Galetsa, Elsa M. et al.	35 Moody Road	On a payment agreement. Terms include a monthly payment of \$630.00. Term estimated to end with Sept 2021 payment. Getting close to being paid?	
Hale, Lindsey B.	38 Ocean Avenue	Requested final judgment from the Land Court, awaiting the entry of the judgment.	
Holmes, Rose	404 Queen Anne Road	Sent a letter to the property owner in July 2021 requesting contact from the property owner if they want to keep the property. If no response, will call a hearing soon for judgment.	
Heirs of Daniel Small	Lovers Lane	Memo to answer from the Court. Will require diligent search to provide any party that may have an interest in the property. I'll keep this file on my desk and chip away at this project.	
Karn, F. Beverly	28 Smith Street & Smith Street	This file has a Memo to answer from the Court. This will require some digging around at the registry. There may be unrecorded deeds in the chain of title. We will work on it.	
Lopes – Barrows, Kim Lee Trustee	318 Queen Anne Road & Queen Anne Road	Filing a petition to foreclose for both parcels.	
Maier, Joseph	112 Clearwater Drive	Payoff letter to Attorney Patten with figures to July 14, 2021. Paid? If not, I'll follow up on this.	

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Ross, Winston C.	8 Ellens Way	Memo from the Court to answer. Will look at this and see if I can answer soon.	
Santos, Manuel	3 Santos Lane & 7 Santos Lane	Memo to answer from the Court. There has been a lot of research done in this file. I'll keep this one out to address soon too.	

Files NOT in Land Court

Name	Address	Status	Town's Notes
Babyak, John and Nancy	18 Wilmas Way	Breach letter sent. John Babyak responded that he needs 30-45 days to pay the balance of the taxes, having financial difficulties but selling assets. Bumped file out to 09/24/2021.	
Calvi, Carl M. and Ellen J.	3 Meredith Way	Demand letter to the late property owners – response by daughter, Ann Vugden. She plans to pay the balance of the taxes once she can access her mother's funds following probate. Will contact her to follow up on the status of that process.	
Chestnut Trust	Grassy Pond Road and Forest Street	Petition to foreclose sent to the Town in 2020. Not received back. File a petition?	
Colton, Christopher T.	5 Clifford Road	File marked on hold per instruction of Town.	
Cronin, Susan C.	14 Lovell Way	File notes on a payment agreement. \$550.00 per month for 3 years. When started agreement was estimated to be	

Date: August 11, 2021

Town of Harwich

		finished December 2021. File notes water bills. Monthly payments received? Balance outstanding still?	
Curran, William and Catherine	12 Stage Coach Road	In March 2021 Elizabeth-Ann Curran was trying to obtain grant funds from RAFT after I suggested it. Haven't been in contact with her since. I called her today but could not reach her. I'll send a pre-filing letter to her.	
Curtis-Mahoney, Carolyn	52 Bells Neck Road	File marked on hold per instructions of the Town.	
Galloway, Grace	15 Hollow Lane	File marked on hold per instructions of the Town.	
Gammons/Hall	Woodland	March 2021 figures sent to Mr. Gammons. He responded that he has been trying to get the Town to assess him as the owner. Unclear if the Assessor's Office recently realized there was an error in the parties they had the property assessed to and resolved it. Looks like it is assessed to Mr. Gammons. See email chain dated April 12, 2021.	
Hackerman, Matthew L.	58 Bakers Drive	Demand letter received by the property owner; he responded and I provided figures on 08/05/2021. I'm not sure if he plans to pay in full or enter a payment agreement. I'll follow up if I don't hear from him.	
Heirs of Julia A. Robbins c/o David L. Arons	0 Chatham Road	Began opening the file and then went down a rabbit hole of research. Requested documents from the Land	

Date: August 11, 2021

Town of Harwich

		Court related to the previous case when the parcel was assessed to Owners Unknown. Will follow up with Attorney Coppola and Attorney Arons if necessary.	
Jones, John C.	106 Oak Street and 110 Oak Street	06/28/2021 Mr. Jones made a payment of \$1,000.00 as a result of the pre-filing letter I sent him. He has not contacted me since. Had the file marked to review with the Town in 45 days (08/12/2021). File a petition?	
Kology, William	Micha Drive Parcels	Reviewed the bankruptcy, appears to be terminated. Petition to foreclose?	
Martin, Roger L.	184 Depot Road	On a payment plan with terms that include a monthly payment of \$720.00 to end Nov. 2022. Still making payments?	
Thompson, Ruth C.	185 Long Pond Drive	File notes the property owner is in a payment agreement. Still making payments monthly?	
White, Emma and John	Chatham Road	Petition sent to the Town in 2020. File?	

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Shawn Fernandez DEPARTMENT: Golf Course

FUNDING SOURCE: Budget / org Capital 2021 encumbered \$23,000 balance current budget 2022 Captial

Appropriated amount: \$35,000.00 Estimated cost: _____ Actual cost: 28,161.00

PROCUREMENT METHOD:

Written spec sheet included Variable speed Drive and 30 hp submiserable jocky pump to be supplied and Installed. Three Vendors were called and emailed for a quote to do the work.

PURCHASE DESCRIPTION:

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

Cranberry Valley would like a quote on suppling and installing the following Hardware in there Pump house at 183 Oak St. Harwich ma, 02645.

- (1) 480 volt 3 phase Variable Speed Drive
- (1) DV/ DT Filter
- (1) 30 hp / 300 GPM @ 100 Psi Submersible Pump @ 480 volt 3 phase

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW 01695N2/545900 &
016958/585000

Funds Available: Finance Director: Carol Coppola Account # _____
DocuSigned by: 48C32039D33D434...

Approved to proceed: Town Administrator or Designee: Joseph F. Powers
DocuSigned by: 0623C0C5799644E...

Town of Harwich
 Main Street
 Harwich, ma 02645

Prudent Procurement

Department Cranberry Valley Golf Course

Date 7/16/2021

	Firm Contacted	Phone Number	Item Requested	Phone Quote
Name	Sima well Drilling	(203) 631-0898	See	\$ 36,500.00
Address	150 School house Road		Summary	phone Quote
Town	cheshire, CT 06410		of	
Contact	Jim Sima	(203) 631-0898	Project	
Email	<u>simadrilling@necoxmail.com</u>		Document	
Name	Autmatic Pump		See	\$ 28,161.00
Address	Company, Inc	(203) 314-4524	Summary	email quote
Town	PO # 823		of	
Contact	cheshire, CT 06410		Project	
Email	Mark Landers		Document	
	<u>Landermark@sbcglobal.net</u>			
Name	Watertronics	(203) 337-3318	See	\$ 33,989.00
Address	525 E Industrail DR./ po box 530		Summary	email quote
Town	Hatland, WI 53029		of	
Contact	Mike Green, Regional Sales Manger		Project	
Email	<u>Mike.Green@watertronics.com</u>		Document	

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 Automatic Pump Co. with an address of PO Box 823, Cheshire, CT 06410 hereinafter referred to as "Contractor", effective as of the 5 day of August, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with Replacement jockey pump, 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 8/17, 2021 through 10/17/21.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$ 28,161. 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.

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

purchase, furnish copies of, and maintain in full force and effect insurance policies in the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

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, Mark Landers, 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.

06-1229528
Social Security Number or
Federal Identification Number

Mark Landers
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

Mark Landers
Printed Name and Title
President

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

Approved as to Availability of Funds:

DocuSigned by:
Carol Coppola \$28,161
(\$ _____)
Finance Director Contract Sum

by its Town Administrator Under \$50,000

DocuSigned by:
Joseph F. Powers
Town Administrator

Attachment A

Scope of Work

Pump house Pump and Drive Repair and/ Or Replacement

The purpose of this project is to replace the following hardware in the pump house at Cranberry Valley Golf Course. Due to what we think was a power surge of some sort. The following Written spec was used to get quotes from three vendors which are listed and the results as well.

Cranberry Valley golf course is looking to obtain a quote for the purchased and install of the following pump house hardware. It is to Included

- (1) Variable speed Drive (3 phase/ 480 volt)**
- (1) DV/ DT Filter**
- (1) 30 horse powered (300 GPM @100 PSI Submersible 3 phase 480 volt Pump)**



333 West 34th Street
New York, NY 10001-2402
segalco.com
T 212.251.5000

Business Associate Agreement

THIS AGREEMENT (“Agreement”) is entered into as of the date set forth below by and between **The Segal Group, Inc.**, for itself and on behalf of its operating subsidiaries and affiliates (“Segal”) and **Town of Harwich** (“Client”).

WHEREAS Client is a group health plan, or a plan sponsor of one or more group health plans, which group health plan(s) is a Covered Entity, as such term is defined in 45 CFR §160.103;

WHEREAS Segal provides consulting services (“Services”) to Client in accordance with the underlying services agreement (the “Services Agreement”), which requires Segal to access, use, disclose and maintain Protected Health Information (“PHI”), as such term is defined in 45 CFR §160.103. Accordingly, Segal is a Business Associate, as such term is defined in 45 CFR §160.103, of the Client when it conducts Services; and

WHEREAS the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) regulates the access, use, disclosure and maintenance of PHI. Segal and Client desire to exchange and treat PHI in compliance with HIPAA and HITECH under the Privacy, Security and Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (the “HIPAA Rules”).

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Client and Segal hereby agree as follows:

1. Definitions

- (a) *Business Associate*. “Business Associate” will generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, will mean The Segal Group, Inc.
- (b) *Covered Entity*. “Covered Entity” will generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, will mean **Town of Harwich**.
- (c) All other capitalized terms used and not otherwise defined herein will have the same meaning as in the HIPAA Rules.

2. Segal’s Use and Disclosure of PHI

- (a) Segal will not use or disclose PHI other than as permitted or required by this Agreement and agrees to use and disclose the minimum necessary PHI required. Segal will not use or disclose PHI in a manner that would violate the

Privacy Rule if done by Client, except for the specific uses and disclosures set forth herein at subsections d, e and f.

- (b) Segal may use or disclose PHI as necessary to provide the Services.
- (c) Segal may use or disclose PHI as Required by Law.
- (d) Segal may use PHI for its proper management and administration or to carry out its legal responsibilities.
- (e) Segal may disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Segal obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Segal of any instances of which it is aware in which the confidentiality of the information has been violated;
- (f) Segal may use and disclose PHI for purposes of data aggregation services relating to the health care operations of Client.
- (g) Segal may de-identify PHI in accordance with the requirements of 45 CFR §164.514(a)-(c), and may use or disclose the information that has been de-identified.

3. Segal's Obligations and Activities Regarding PHI

- (a) Segal will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Agreement.
- (b) Segal will report to Client any use or disclosure of PHI not provided for by the Agreement of which it becomes aware.
- (c) Segal will mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI by Segal in violation of the requirements of this Agreement.
- (d) Segal will comply with the Security Rule with respect to electronic Protected Health Information ("ePHI") and will report to Client any Security Incident of which it becomes aware. Notwithstanding the foregoing, Client acknowledges the ongoing existence of pings, port scans and other routine, unsuccessful attempts at accessing and/or interfering with Segal's information system that do not pose a threat or hazard to the integrity of PHI and about which no further notification from Segal is necessary.
- (e) Segal will report to Client, as soon as practicable, but no later than 30 days after discovery, any Breach of Unsecured PHI as required at 45 CFR §164.410. Such notice will include all required information that is available, including:

- (i) The identity of each Individual whose Unsecured PHI has been or is reasonably believed by Segal to have been accessed, acquired, used or disclosed during the Breach;
 - (ii) A brief description of what happened, including the date of the Breach and the date of discovery if known;
 - (iii) A description of the type of Unsecured PHI involved in the Breach;
 - (iv) The steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - (v) A brief description of the steps Segal is taking to investigate, mitigate harm, and protect against further breaches; and
 - (vi) Contact information for follow-up questions.
- (f) If Segal uses subcontractors in the provision of the Services, Segal will ensure that subcontractors who create, receive, maintain, or transmit PHI on its behalf agree to equivalent restrictions, conditions, and requirements as contained herein with respect to such information.
- (g) Segal will make available to Client PHI in a Designated Record Set as necessary to satisfy Client's obligations under 45 CFR §164.524.
- (h) Segal will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by the Client pursuant to 45 CFR §164.526, or take other reasonable measures as necessary to satisfy Client's obligations under 45 CFR §164.526.
- (i) Segal will maintain and make available to Client the information required to provide an accounting of disclosures, as necessary to satisfy Client's obligations under 45 CFR §164.528.
- (j) Segal will only carry out Client's obligations under the Privacy Rule as mutually agreed to by the parties. In such instances, Segal will comply with the Privacy Rule requirements that apply to Client in the performance of such obligations.
- (k) Subject to any applicable legal privileges or confidentiality agreements, Segal will, upon reasonable notice and during normal business hours, make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules by Segal and/or Client.

4. Client's Obligations and Activities

- (a) Client will notify Segal of any limitation(s) in its notice of privacy practices under 45 CFR §164.520, to the extent that such limitation may affect Segal's use or disclosure of PHI.

- (b) Client will notify Segal of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Segal's use or disclosure of PHI.
- (c) Client will notify Segal of any restriction on the use or disclosure of PHI that it has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may affect Segal's use or disclosure of PHI.
- (d) Client will not request Segal to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Client, except to the extent that such use or disclosure is for the purposes set forth in Sections 2(d), (e) and (f).

5. Term and Termination

- (a) The Term of this Agreement will be effective as of the date set forth below and will run concurrently with the Services Agreement, unless this Agreement is terminated earlier due to the violation of a material term as provided for in Section B below.
- (b) Either party may terminate this Agreement if the other violates a material term of the Agreement, provided that the non-breaching party provides the breaching party with no less than 30 days in which to cure such violation prior to termination becoming effective. However, if the non-breaching party reasonably and in good faith determines that the violation is not curable, it may terminate this Agreement immediately upon written notice to the breaching party.
- (c) Upon termination of this Agreement, the Services Agreement also will terminate to the extent that it requires Segal to access, use, disclose and/or maintain PHI in order to provide the Services.
- (d) Upon termination of this Agreement for any reason, Segal will, to the extent feasible, return or destroy the PHI, which Segal still maintains in any form. Client understands that Segal's need to maintain portions of the PHI for archival purposes related to memorializing the Services and comply with its then-existing document retention and business continuity programs, will render return or destruction infeasible. Segal will not use or disclose the PHI so retained other than as described in this Section 5(d) and Segal will maintain such PHI in accordance with its obligations under this Agreement until all such PHI is destroyed in accordance with Segal's document retention policy.

6. Notices

Any notices or other communications under this Agreement will be in writing and will be given to the Parties by hand, by electronic mail, nationally recognized overnight courier service or by express, registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth below:

If to Client, to:

Town of Harwich

If to Segal, to:

The Segal Group

732 Main Street
Harwich, MA 02645
Attention: Carol Coppola

ccoppola@town.harwich.ma.us

333 West 34th Street
New York, NY 10001
Attention: Privacy Official
c/o General Counsel
Contract_Notice@segalco.com

7. General

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) *Interpretation; Entire Agreement;* Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules. This Agreement constitutes the entire agreement between the Parties regarding the exchange of PHI. In the event of any inconsistency or conflict between this Agreement, and the Services Agreement or any other written agreement between the parties, the terms, provisions and conditions of this Agreement will control and govern.
- (c) *Modification of Agreement.* The parties agree to take such action as is necessary to modify or amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties.
- (d) *Severability; Waiver.* If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.
- (e) *No Third Party Beneficiaries.* This Agreement is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns, and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.
- (f) *Informal Resolution.* If any controversy, dispute, or claim arises between the parties with respect to this Agreement, the parties will make good faith efforts to resolve such matters informally.
- (g) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. Facsimile or other electronic (e.g. PDF) copies of signatures shall constitute originals.

* * * * *

Execution Page Follows

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date first above written.

THE SEGAL GROUP, INC.

TOWN OF HARWICH



Signature

Kathleen A. Riley, FSA, MAAA, EA

Name

Senior Vice President and Actuary

Title

DocuSigned by:
Joseph F. Powers
0623C0C6799644E...

Signature

Joseph F. Powers

Name

Town Administrator

Title

DocuSigned by:
Carol Coppola 011352/530900
48C32039D33D434...
Carol Coppola

Finance Director
8/10/2021 | 10:32:40 AM PDT

Bid# 7941
Contract# BC-22-7941

**Contract for Services
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

THIS AGREEMENT is made this 21st day of July, 20 21 by and between

The Segal Company (Eastern States), Inc. 116 Huntington Ave. Boston, MA 02116
(Contractor's Legal Name and Address)

(hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County and collectively as the "Parties").

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in
Attachment A and Exhibit 1 consisting of twenty (20) pages included herein

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

Attachment C consisting of two pages included herein

4. **Time of Performance.**

7/21/21
Start Date

6/30/25
End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: Varies by Entity

6. Payment:

- A. The County shall compensate the Contractor for the services rendered at the rate of \$ Varies per Attachment B (e.g., hour, week, quarterly, project, etc.).
- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly____, Quarterly____, Other X (specify) Attachment A .
- D. Reimbursement for Travel and Other Contractor Expenses:
- All travel and meals are part of this Contract. No reimbursement will be made.
 - Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$_____. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
 - Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$_____.
 - OTHER Expenses shall be limited to: _____.
Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.
- E. The total of all payments made against this Contract shall not exceed: \$ varies per entity

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. Certification. Contractor certifies under the pains and penalties of perjury that pursuant to Mass .Gen. Laws ch.62C, §49A, that the Contractor has filed all state tax returns, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch.151A, §19A(b), has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System; and, if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch.152 and payment of wages, Mass. Gen. Laws ch. 149, § 148. Pursuant to federal law, Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination;

8. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

9. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

10. **Non-Discrimination in Employment and Affirmative Action.** The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

11. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

12. **Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

15. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

17. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

18. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

19. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

20. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

21. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

22. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the County, its elected or duly appointed officers, and employees against liability, losses, damages or expenses (including reasonable legal expenses) resulting from any claim based upon to the extent caused by breach of this contract or negligent acts, errors or omissions or willful misconduct of the Contractor, its employees or its agents in providing its service(s) to the County pursuant to the Contract. After prompt notification of a claim by the County, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The County shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law. Notwithstanding the foregoing, Contractor has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Contractor's finally determined percentage of liability as determined by a court of competent jurisdiction.

23. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

24. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

25. **Headings, Interpretation and Severability.** The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

26. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability for Contractor's negligent actions in performing of the Scope of Services.

27. **Amendments.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor costs, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

28. **Entire Agreement.** The Parties understand and agree that this Contract and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Contract.

29. **Notice.** Unless otherwise specified, any notice hereunder shall be in writing addressed to the persons and addresses indicated below (Name, postal address, phone, email address):

To the County: Jennifer Frates, Chief Procurement Officer
3195 Main Road, Barnstable, MA 02630 jennifer.frates@barnstablecounty.org (508) 375-6637

To the Contractor: Kathleen Riley, Senior VP and Actuary
116 Huntington Ave, Boston, MA 02116 kriley@segalco.com 617-424-7336
with an electronic copy to Attn General Counsel, Contract_Notice@segalco.com

Employees of Barnstable County shall not be held personally or contractually liable by or to the Contractor under any term or provision of this Contract or because of any breach thereof. This Contract is not binding until signed by an authorized County official.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this date: 8/4/2021

FOR THE COUNTY:

BARNSTABLE COUNTY:

DocuSigned by:
Ronald Bergstrom
Ronald Bergstrom, Chairman

FOR THE CONTRACTOR: The Segal Company (Eastern States, Inc.)

DocuSigned by:
Kathleen A. Riley
Kathleen Riley, Senior VP and Actuary
8/4/2021

Date

ATTACHMENT A
Project Description
GASB 74/75 ACTUARIAL STUDIES

A. BACKGROUND

In 2004, the Governmental Accounting Standards Board (GASB) issued Statement No. 43 and 45 which, together, profile the liability measurement and disclosure requirements of “Other Post-Employment Benefits (OPEB) plans. OPEB refers to medical, dental, vision and other healthcare-related benefits provided to retired employees and their dependents and beneficiaries. Typically, a member entity pays the costs of these benefits as they occur rather than prefunding them.

While most member entities offer Medicare supplements to Medicare enrolled retirees, many municipal retirees are not eligible for Medicare and remain enroll in the same products as actively working employees.

The GASB standards for OPEB plan accounting require public sector employees such as the member entities to begin to accrue the cost retiree health benefits. Employers must calculate an “Annual Determined Contributions” (ADC), consisting of two components: a *normal cost* (the portion of the present value of total projected benefits assigned to the current year by the actuarial cost method used by the employer) plus an *amortization component* (the amount necessary to amortize the total unfunded actuarial accrued liability for its OPEB obligations).

B. PURPOSE OF ACTUARIAL STUDY

The actuarial study performed by the Contractor shall include, at a minimum, professional services and dedicated personnel to perform the following:

Provide information to enable the member entities to manage the costs and liabilities associated with their retiree health benefits;

Provide information to enable the member entities to communicate the financial implications of retiree health benefits to internal staff, Boards of Selectmen, Prudential Committees, Executive Boards, employee groups, the external auditor and other external parties;

Provide information to comply with Governmental Accounting Standards Board Accounting Standard 12 (GASB 12) and with the GASB 74 and 75 accounting standards related to “other post-employment benefits” (OPEB) when applicable;

Provide a template to each member entity for inputting data for future actuarial valuations.

Prepare and analyze census data provided by the member entities and its insurance provider to assess any inconsistencies and make recommendations for enhancing data quality;

Provide options for establishment of an OPEB trust fund.

C. MINIMUM REQUIREMENTS OF ACTUARIAL STUDY

The June 30, 2020 actuarial study shall include the following:

Actuarial value of benefits, separately identifying amounts for actives and retirees, including Actuarial Accrued Liability; Plan Assets and Unfunded Actuarial Liability (UAAL); and Normal Cost

GASB 74 & 75 accounting information and draft footnote, including Determination of actuarial accrued liability using the Entry Age Normal funding method, and using a discount rate determined in accordance with the provisions of GASB 74 and 75.

Calculation of the Annual OPEB Expense and Deferred Inflows and Outflows for FY2022; Calculation of the Net OPEB Liability (NOL) as of June 30, 2021 & 2022; and A comparison of Actuarially Determined Contributions to actual contributions.

Information to assist the member entities in future budgeting, including: The ten-year “pay-as-you-go” cost; Annual Required Contribution to fund retiree benefits over the working lifetime of eligible employees; and Recommendations (as appropriate) on managing the liability.

Description of:

- Plan provisions, including group(s) covered and benefits valued;
- Actuarial methods, including actuarial funding method and UAAL amortization policy;
- Actuarial assumptions; and
- A summary of the data used in the valuations

Project future benefit payments.

Provide options for establishment of an OPEB trust fund.

Prepare necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.

Analyze data to assess any inconsistencies and make recommendations for enhanced data quality.

Prior to or while performing the requirements of this analysis have a meeting with Standard and Poors to understand in detail the criticism of the previous analysis which appears in the bond ratings from member Municipalities. Address these concerns with Standard and Poors to either educate Standard and Poors that the actuarial analysis to be used is appropriate or modify the analysis if appropriate to address Standard and Poors concerns.

One meeting or conference call with the member entities staff during the analysis and one additional meeting with each member entity to formally present the findings and explain recommendations.

Actuarial certification, including indication of compliance with Actuarial Standards of Practice No. 41 “Actuarial Communications” and American Academy of Actuaries “Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States”.

All cost and liability estimates should be separated between active employees and current retirees. In addition, it may be necessary for the actuary to further break down results internally to facilitate calculations, such as to separate current and/or future retirees between different groups such as the separate enterprise funds for electric, water, and sewer or other departmental separation. Firms should provide an option for municipalities that request it to generate the analysis for all departments. Provide in the pricing proposal the additional cost for this option separately so it is defined. Clearly define the amount over and above the pay as you go amount that a municipality must contribute. Provide municipalities optional pricing for providing analysis for all municipalities departments.

Payments:

Each political subdivision shall accept sole responsibility for any payments due for its share of any purchase made under the terms and conditions of this procurement.

No advance payments will be made. Payment will be made only after a deliveries have been made and invoice(s) has been duly received by the municipal entities participating in this joint procurement.

This contract is subject to the appropriation of funds by the Awarding Authority and its participating towns.

County of Barnstable

Actuarial Consulting Services

RFP# 7941

Non-Price Technical Proposal EXHIBIT 1

June 14, 2021

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General Information and Experience

2. *Type of organization (i.e. corporation, partnership, joint venture, sole proprietor, etc.), history, ownership and background including experience that clearly demonstrates the firm/individual and any proposed sub-contractors or partner firms is/are qualified to provide these services with respect to work being requested.*

Segal is an independent, employee-owned actuarial and benefits consulting firm, headquartered in New York, with more than 1,000 employees in 21 cities throughout the U.S. and Canada. Members of the Segal family include benefits specialists Segal, benefits communication specialists Segal Benz and investment solutions specialists Segal Marco Advisors.

Found in 1939, the firm provides the full range of retirement and health actuarial, employee benefits and human resources consulting to public sector, multiemployer and corporate clients, as shown in the following organizational chart.



Not any solution—your solution. Personalized advice and help.



Segal has been employee owned by its officers since 1978. There are currently 299 employee owners, with no shareholder owning more than 5% of the company. An 11-member Board of Directors sets policy and governs the organization. Implementation of policies, development of strategies and day-to-day operations are the responsibilities of the Chief Executive Officer.

Our consulting philosophy and overall approach are highlighted by our commitment to our clients. Our longstanding mission is to provide “trusted advice that improves lives.” By forming a partnership with our clients, we serve as both advisors and advocates, and as a result, we ensure that our consulting and broker services align best with the County’s strategic goals. In addition, our work is distinguished by the highest level of professional consulting services, customized solutions and cost efficiency through technology. We seek to be innovative and to accommodate the special requirements of each client, rather than merely replicate an approach that worked in another situation.

Our approach to account management and client satisfaction is to be truly “customer intimate” – to understand client business issues and anticipate client needs, rather than react to them. We

do not stop thinking about your issues when we get off the phone or leave the meeting. That is why you can expect to get emails from us frequently that convey our additional thinking with respect to the issues at hand.

Our experience

Segal has been involved in developing health and retirement programs that meet the needs of employees and employers since early in the development of employee benefit plans in American industry.

Segal has been providing actuarial services for nearly its entire history. We began providing actuarial consulting services to private sector and public sector plans shortly after World War II. By the 1950s, the number of public sector clients grew to include many large government plans, including state and municipal plans.

Segal is a founding member of the Multinational Group of Actuaries and Consultants (MGAC), whose member companies across the world meet clients' needs for assistance in international benefits planning.

More than 8 million employees and their dependents in the U.S., Canada and abroad are covered by benefit programs for which Segal provides consulting services, including thousands of clients in the private, public and nonprofit sectors. Clients are located throughout the U.S. and Canada, as well as Puerto Rico, the Virgin Islands, the Bahamas and Europe and range in size from less than one hundred to more than 400,000 employees.

Today, we provide actuarial and benefits consulting services to approximately 500 public sector entities, including nearly 140 public sector retirement clients. They range in size from \$100 million to over \$50 billion. Our wide range of clients includes:

- State and local governments
- Statewide employee retirement systems and health benefit plans
- Public school and higher education institutions
- Federal government agencies and other public organizations and entities
- Special districts: transit, utilities, water, toll and port authorities

Other Postemployment Benefits (OPEB) experience

Your proposed Segal team is well qualified to continue providing the requested actuarial and consulting services relating to Other Postemployment Benefits (OPEB), including specifically valuation under the Governmental Accounting Standards Board (GASB) Statements 74 and 75 of liabilities for providing postretirement health and welfare benefits to current and future retirees. Segal has extensive experience, as well as a long history, of measuring OPEB under both the FASB's Accounting Standards Codification 715 (FASB ASC 715 and FASB ASC 965) as well as GASB 43/45, the predecessor to GASB 74/75.

The basic OPEB work to be performed for the participating member units of the municipal retirement systems of Cape Cod and the Islands is the same as the work performed for the retiree health clients shown in the following section of this proposal. However, the work you have requested is unique in the following ways:

- The majority of your participating member units purchase health benefits through the Cape Cod Municipal Health Group. Because the experience of the entire group contributes to the development of the premiums for the group, we propose to develop “claim curves” for these units in the aggregate. This approach generates significant savings in time, and therefore expense. However, it also means that the “claim curves” analysis cannot be performed until all member units in the CCMHG has submitted participant data. “Claim curves” will be developed separately for other member units not in the CCMHG. Separate ‘claim curves” will be developed for the member units that do not participate in the CCMHG.
- The participating member units have employees and retirees who are members of several Retirement Systems (Barnstable County, Falmouth, and Massachusetts Teachers). We will use the demographic assumptions of the Retirement System in which the employee or retiree is enrolled.
- The participating member units have a wide range of policies with respect to historical and anticipated funding of their retiree health obligations. We will continue to reflect these financial decisions in the determination of the appropriate discount rate to use for the actuarial valuations, in accordance with the new accounting standards.
- The participating member units have invested their OPEB assets with various providers and various asset allocations. This affects the determination of the expected return on plan assets.

We believe the approach we have developed with you is cost effective and efficient, resulting in high quality actuarial work that is also tailored to the unique situation of each of your participating member units.

Massachusetts public sector OPEB and retirement client lists

We have been providing retiree health valuations since these standards were implemented in the early 1990s. A list of our clients we currently providing these services to in Massachusetts is below. For these clients Segal performs annual or biennial valuations, provides funding schedules for employers who have established OPEB trusts and annual accounting reports.

Massachusetts Municipal Clients OPEB Valuations

City of Boston	Town of Wellesley
City of Gloucester	Town of Westwood
City of Holyoke	Town of Wrentham
City of Newton	Barnstable County/Cape Cod Municipal Health Group
City of Quincy	Boston Water and Sewer Commission
City of Salem	Cambridge Health Alliance
Town of Acton	Dedham-Westwood Water District
Town of Belmont	Farmington River Regional School District

Town of Bourne	Massachusetts School Building Authority
Town of Brookline	Massachusetts State College Building Authority
Town of Burlington	Massachusetts Water Resource Authority
Town of Dracut	Nashoba Regional School District
Town of Reading	Quincy College
Town of Wakefield	Southwick-Tolland-Grandville Regional School District

In addition, public sector clients for whom our Boston Office provides actuarial consulting services are listed in the table below. For these clients, Segal performs annual or biennial valuations, provides funding schedules, annual accounting reports, provides CAFR schedules, if requested, and completes special studies, as requested.

Massachusetts Retirement Systems/Agencies

Boston Retirement System	Town of Belmont Contributory Retirement System
City of Cambridge Contributory Retirement System	Town of Brookline Contributory Retirement System
City of Gloucester Retirement System	Town of Dedham Retirement System
City of Holyoke Contributory Retirement System	Town of Natick Contributory Retirement System
City of Newton Contributory Retirement System	Town of Needham Contributory Retirement System
City of Salem Retirement System	Town of North Attleboro Contributory Retirement System
City of Worcester Retirement System	Town of Swampscott Retirement System
Barnstable County Retirement System	Town of Wellesley Contributory Retirement System
Essex Regional Retirement System	Boston Water and Sewer Commission
Hampden County Regional Retirement System	Massachusetts State College Building Authority
Middlesex County Retirement System	MWRA Employees' Retirement System

Key staff

In the following table, we have identified the members of your actuarial team and have outlined their qualifications and related experience. Resumes are included in [Appendix A](#).

Your Segal Team

Team Member	Role	Years at Segal	Experience
Kathleen A. Riley, FSA, MAAA, EA Senior Vice President and Actuary kriley@segalco.com 617.424.7330	Consulting Actuary and Liability Final Reviewer	40	<ul style="list-style-type: none"> • 40 years of benefits consulting experience • 30 years of M.G.L. c. 32 pension plan experience • AB, Harvard University

Team Member	Role	Years at Segal	Experience
Daniel J. Rhodes, FSA, MAAA Vice President and Consulting Actuary drhodes@segalco.com 860.678.3043	Consulting Actuary and Health Final Reviewer	18	<ul style="list-style-type: none"> • 18 years of benefits consulting experience • AB, Harvard University
Camille M. Naser Consultant cnaser@segalco.com 617.424.7339	Reviewer	30	<ul style="list-style-type: none"> • 30 years of benefits consulting experience • BS, University of Illinois
Jacqueline King Associate Health Consultant jking@segalco.com 617.424.7366	Reviewer	5	<ul style="list-style-type: none"> • 5 years of benefits consulting experience • BA, University of Connecticut
Scott Shnipes Health Analyst sshnipes@segalco.com 617.424.7314	Analyst	1	<ul style="list-style-type: none"> • 1 years of benefits consulting experience • BA, Boston College

Brief profiles describing their role on this engagement follow:

- **Ms. Riley** will serve as your consulting actuary and final reviewer for the liability work.
- **Mr. Rhodes** will serve as your consulting actuary and final reviewer for the claims cost work.
- Jointly, Ms. Riley and Mr. Rhodes will complete the final technical review of all actuarial calculations and reports. They are responsible for the recommendation of the assumptions to use in the valuation.
- **Ms. Naser** and **Ms. King** will serve as your reviewers. They will complete the first level review of the actuarial calculations and draft report and will be available to answer any technical questions that arise. In addition, Ms. Naser will serve as your project manager. She will work directly with Mr. Rhodes and Ms. Riley to manage the staff assigned to this project and to ensure the timely delivery of quality services to the member units.
- **Mr. Shnipes** will be responsible for data analysis and the development of the liabilities and cost calculations for the pension valuation.

Project Narrative

3. Project narrative indicating an understanding of the project scope, approach, and other comments the Proposer deems relevant.

We will prepare full actuarial valuations of the post-employment benefit obligation for the member units participating in the actuarial studies as of July 1, 2020 and July 1, 2022. The actuarial valuation as of July 1, 2020 will be used for the required disclosure for the fiscal year ending June 30, 2021 and will be updated for the required disclosure for the fiscal year ending June 30, 2022. The actuarial valuation as of July 1, 2022 will be used for the required disclosure for the fiscal year ending June 30, 2023 and will be updated for the required disclosure for the fiscal year ending June 30, 2024.

The actuarial valuations will provide the necessary information to assist the member units in developing funding strategies, if requested.

The valuations will be completed in accordance with the Statements of Governmental Accounting Standards (GASB) Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (Statement No. 74), for participating member units that established an OPEB Trust and are funding their OPEB obligations, and Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (Statements No. 75), as applicable, and in accordance with applicable Actuarial Standards of Practice.

Methodology

Our approach for valuing postretirement health and welfare benefits has two basic components:

- **Claim Cost Component:** We collect and evaluate premium information to establish a baseline cost for the valuation measurement.

We use this information to determine the implicit rate subsidy and to produce “claim curves” that reflect initial costs separately for each age, for males and females, and for employees/retirees and dependents. (Expected health care costs tend to increase with increasing age, and can be significantly different at given ages for males versus females, and for employees/retirees versus dependents; these distinctions in morbidity are reflected in our valuation cost basis). In addition, we develop short- and long-term health care cost trend rates (which measure the rate at which net plan costs are expected to increase in future years).

We will prepare a set of “claim curves” for the participating member units of the Cape Cod Municipal Health Group (CCMHG) and separate sets for member units that do not participate in CCMHG, e.g. Bourne, retired teachers in the G.I.C, and member units that participate in the Massachusetts Interlocal Insurance Association. Because one set of “claim curves” will be prepared for the CCMHG, we will need to retrieve data from all participating member units of the CCMHG before we can develop the “claim curves.”

After reviewing the particular provisions of the plan, we will establish protocols for the valuation of plan benefits, participant contributions, and benefit coordination with Medicare. In the event of a question on the interpretation of the plan, or an ambiguity in the substantive

plan, we will recommend assumptions on how to value the associated cost based on past experience and reasonable future expectations. If appropriate, we will suggest ways to clarify the plan.

The following plan provisions were reflected in the June 30, 2018 valuation:

Employer Percentage Contribution:	Employer Contribution Percentage							
	Unit	Medical				Dental	Life Insurance	Retiree Life Insurance Benefit
		Retirees and Spouses		Surviving Spouses				
		Under Age 65	Age 65 and Over	Under Age 65	Age 65 and Over			
Barnstable County	75%	75%	75%	75%	75%	75%	\$10,000	
Barnstable Fire District	80%	80%	80%	80%	80%	80%	\$10,000	
Bourne Water District	75%	75%	50%	50%	75%	75%	\$5,000	
Buzzards Bay Water District	75%	75%	75%	75%	75%	75%	\$5,000	
Cape Cod Regional Technical School	65%	65%	65%	65%	65%	99%	\$10,000	
Cape Cod Regional Transit Authority	75%	75%	75%	75%	75%	None	None	
C.O.M.M. Fire District	70-90%	80%	70-90%	80%	80%	80%	\$1,000	
Cape Light Compact	75%	75%	75%	75%	75%	75%	\$10,000	
Cotuit Fire District	75%	0%	0%	0%	75%	75%	\$2,000	
Dennis Water District	75%	75%	50%	50%	75%	75%	\$5,000	
Dennis-Yarmouth Regional School District	60%	60%	0%	0%	60%	60%	\$1,000	
Hyannis Fire District	95%	95%	95%	95%	95%	95%	\$5,000	
Mashpee Water District	75%	75%	75%	75%	75%	50%	\$5,000	
Monomoy Regional School District	70%	70%	70%	70%	70%	70%	\$5,000	
Nauset Regional School District	50%	50%	50%	50%	0%	50%	\$2,000	
North Sagamore Water District	75%	75%	50%	50%	75%	75%	\$5,000	
Sandwich Water District	90%	90%	90%	90%	90%	90%	\$2,000	
Town of Barnstable	50%	50%	0%	0%	None	50%	\$2,000	
Town of Bourne	75%	75%	0%	0%	75%	50%	\$5,000	
Town of Brewster	50%	50%	50%	50%	0%	50%	\$1,000	
Town of Chatham	50%	50%	50%	50%	50%	50%	\$5,000	
Town of Dennis	60%	60%	50%	50%	60%	60%	\$2,000	
Town of Eastham	65%	65%	65%	65%	65%	50%	\$5,000	
Town of Falmouth	65-75%	50%	65-75%	50%	0%	50%	\$1,000	
Town of Hanwich	75%	75%	50%	50%	0%	75%	\$2,000	
Town of Mashpee	75%	75%	75%	75%	0%	75%	\$4,000	
Town of Orleans	65-75%	65-75%	0%	0%	0%	75%	\$2,000	
Town of Provincetown	70-80%	70-80%	0%	0%	None	50%	\$1,000	
Town of Sandwich	75%	75%	50%	50%	75%	75%	\$2,000	
Town of Truro	65%	65%	0%	0%	0%	65%	\$1,000	
Town of Wellfleet	50%	50%	50%	50%	0%	50%	\$5,000	
Town of Yarmouth	50%	50%	50%	50%	0%	50%	\$5,000	
Upper Cape Cod Regional Technical School	70%	70%	70%	70%	None	50%	\$10,000	
West Barnstable Fire District	75%	75%	75%	75%	75%	75%	\$2,000	

Section 4: Supplemental Information for the Town of Orleans

- Liability Component:** The “liability” component of the valuation has many similarities to calculations made for pension plan valuations. Plan participants (active employees, current retirees, retirees’ spouses, and surviving spouses, as appropriate) are projected forward with assumptions about turnover, retirement, death, disability, the likelihood of electing benefits in retirement, the likelihood of having a covered spouse at retirement, etc. In addition, we will propose health care cost trend and other health-specific assumptions, in accordance with Actuarial Standards of Practice ASOP No. 6, *Measuring Retiree Group Benefits Obligations and Determining Retiree Group Benefits Program Periodic Costs or Actuarially Determined Contributions*.

We will determine a discount rate to use for the valuations in accordance with GASB 74/75. The GASB statements provide the method for determining the discount rate to be used. The discount rate is a blend of the long-term expected rate of return on OPEB Trust assets and a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The blending is based on the sufficiency of projected assets to make projected benefit payments. Projected assets will reflect anticipated employer contributions to the OPEB Trust in accordance with the unit’s funding policy, if any. The discount rate will be determined separately for each participating member unit.

The long-term expected rate of return will be determined for each unit based on the target asset allocation of the unit's investment portfolio.

For the participating member units that have established an OPEB Trust and are funding their OPEB obligations, the GASB 74/75 discount rate will be determined on an individual basis.

A sample of the funding policies and discount rates for the member units as of June 30, 2018 is shown below:

EXHIBIT III – MEMBER UNIT FUNDING POLICIES

Entity	OPEB Trust Balance as of June 30		Fiscal 2019 Contribution and Funding Policy	Discount Rate as of June 30*	
	2018	2019		2018	2019
Barnstable County	None	\$869,974	\$850,000 in fiscal 2019 and \$50,000 per year thereafter	3.87%	3.50%
Barnstable Fire District*	None	None	N/A	3.87%	3.50%
Boume Water District	\$170,036	\$190,313	\$10,000 per year	7.00%	7.00%
Buzzards Bay Water District	None	None	N/A	3.87%	3.50%
Cape Cod Regional Tech School	\$660,931	\$1,119,668	\$398,979 in fiscal 2019 and then \$100,000 per year thereafter	5.13%	4.90%
Cape Cod Regional Transit Authority	None	None	N/A	3.87%	3.50%
Cape Light Compact	None	None	N/A	3.87%	3.50%
Centerville, Osterville, Marstons Mills Fire District	\$1,745,656	\$2,180,975	\$325,000 per year	7.00%	7.00%
Cotuit Fire District	\$611,951	\$1,026,437	\$375,000 in fiscal 2019 and \$63,000 per year thereafter	7.00%	7.00%
Dennis Water District	None	\$213,500	\$68,000 per year	7.00%	7.00%
Dennis-Yarmouth Regional School District	\$225,303	\$237,425	\$0 in fiscal 2019 and 2020, \$500,000 in fiscal 2021 and \$50,000 in fiscal 2022	3.87%	3.50%
Hyannis Fire District	None	None	N/A	3.87%	3.50%
Mashpee Water District	None	None	N/A	3.87%	3.50%
Monomoy Regional School District	\$380,988	\$515,046	\$109,868 in fiscal 2019 and \$100,000 per year thereafter	3.87%	3.50%
Nauset Regional School District	\$89,123	\$148,685	\$46,342 in fiscal 2019 and \$450,000 per year thereafter	3.87%	3.50%
North Sagamore Water District	None	None	N/A	3.87%	3.50%
Sandwich Water District	None	None	N/A	3.87%	3.50%
Town of Barnstable	\$3,889,288	\$4,781,778	\$521,500 in fiscal 2019, \$578,000 in fiscal 2020 and increasing by \$50,000 each year thereafter	3.87%	3.50%
Town of Boume	\$1,873,843	\$2,655,532	\$541,601 in fiscal 2019, \$535,199 in fiscal 2020, \$595,398 in fiscal 2021, \$655,597 in fiscal 2022 and \$715,796 in fiscal 2023	TBD	TBD
Town of Brewster	\$1,754,544	\$1,961,324	\$100,000 in fiscal 2019, \$200,000 in fiscal 2020 increasing \$50,000 per year thereafter	7.25%	7.25%

Section 4: Supplemental Information for the Town of Orleans

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Entity	OPEB Trust Balance as of June 30		Fiscal 2019 Contribution and Funding Policy	Discount Rate as of June 30*	
	2018	2019		2018	2019
Town of Chatham	\$822,123	\$1,023,009	\$150,000 in fiscal 2019, \$300,000 in fiscal 2020 and \$500,000 per year thereafter	7.00%	7.00%
Town of Dennis	\$783,578	\$1,242,074	\$400,000 in fiscal 2019 and \$200,000 per year thereafter	3.87%	3.50%
Town of Eastham	\$147,158	\$209,709	\$50,000 in fiscal 2019 increasing \$50,000 per year thereafter	3.87%	3.50%
Town of Falmouth	\$559,948	\$749,854	\$100,000 in fiscal 2019 and \$500,000 per year thereafter	3.87%	3.50%
Town of Harwich	\$903,684	\$2,440,721	\$1,396,925 in fiscal 2019, \$550,000 in fiscal 2020, \$200,000 in fiscal 2021, \$250,000 in fiscal 2022, \$300,000 in fiscal 2023 and \$200,000 per year thereafter	5.99%	5.85%
Town of Mashpee	\$404,826	\$653,240	\$200,000 in fiscal 2019, \$250,000 in fiscal 2020 and \$500,000 per year thereafter	3.87%	3.50%
Town of Orleans	\$1,113,823	\$1,644,705	\$450,000 per year	7.25%	7.25%
Town of Provincetown	\$3,182,643	\$4,167,619	\$777,582 in fiscal 2019, \$565,704 in fiscal 2020, \$579,847 in fiscal 2021, \$594,343 in fiscal 2022, \$609,201 in fiscal 2023 increasing 2.5% per year thereafter	7.25%	7.25%
Town of Sandwich	\$342,262	\$455,681	\$100,000 in fiscal 2019, \$465,000 in fiscal 2020, \$300,000 in fiscal 2021, and \$150,000 per year thereafter	3.87%	3.50%
Town of Truro	\$1,762,334	\$2,174,726	\$400,000 per year	7.00%	7.00%
Town of Wellfleet	\$1,475,735	\$1,870,706	\$250,000 in fiscal 2019 and \$200,000 per year thereafter	7.00%	7.00%
Town of Yarmouth	\$2,882,129	\$3,592,010	\$453,292 for fiscal 2019 then fully funding the ARC annually	7.00%	7.00%
Upper Cape Cod Regional Technical School	\$365,147	\$468,934	\$50,000 per year	3.87%	3.50%
West Bamstable Fire District	\$119,806	\$126,253	\$0 in fiscal 2019, \$35,000 in fiscal 2020, \$43,000 in fiscal 2021, \$52,000 in fiscal 2022, \$65,000 in fiscal 2023	7.00%	7.00%

*This rate will be used for GASB 74 reporting as of June 30, 2019, if applicable, and for GASB 75 reporting as of June 30, 2020

Section 4: Supplemental Information for the Town of Orleans

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Segal will perform the following calculations for each unit, and by department within the unit, if the departments are identified in the data and if this information is requested by the unit:

- Project the total cost of providing postemployment benefits. The projection will be made on the basis of the current plan as communicated to participants and will reflect any implicit rate subsidies based on the premium rates charged
- Discount the projected cost of benefits to determine the present value. The actuarial present value of total projected benefits (APV) is the amount that would have to be set aside today in an interest-earning account in order to provide enough capital to pay all expected costs of postemployment benefits for all current plan participants (both retirees and employees).
- Determine the actuarial accrued liability (Total OPEB Liability), unfunded actuarial accrued liability (Net OPEB Liability), funded percentage, and Normal Cost (Service Cost) using the Entry Age Normal funding method (as required by GASB 74/75), and using a discount rate determined in accordance with the provisions of the GASB Statement.
- Calculate the Annual OPEB Expense and Deferred Inflows and Outflows using the amortization methods and periods required by GASB 75.
- Calculate an Actuarially Determined Contribution (ADC) and provide a comparison to actual contributions.
- Perform sensitivity analysis of the results using key variables.

- Prepare the necessary material for the Comprehensive Annual Financial Report to conform to the GASB OPEB reporting and disclosure requirements.

If requested, we will work the unit to develop a funding policy and associated funding schedule. This project would be a supplemental service. The funding schedules will show projected liabilities and assets based on the unit's stated or proposed funding policy as discussed with the unit.

Scope of Services

4. *Scope of Services to be provided outlining specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables. Please also provide a sample timeline from an individual municipality completing their submission to the actuary and the time it will take for the Actuary to deliver their final results. This will allow individual municipalities to the completion of their independent audits which require this analysis.*

Pre-valuation conference call

We will schedule a pre-valuation conference call with the participating units to review the data request and additional information needed to complete the valuation.

Request for member and financial data

We will send to each participating unit an excel spreadsheet that contains 4 tabs to be reviewed and updated as necessary. The first two tabs will contain the active and non-active member data previously provided by each unit. We will request that each unit update the spreadsheet as of June 30, 2020 by indicating the changes that occurred since June 30, 2018 as provided by the column headings. The third tab requests supplemental information such as the need for department breakouts, Part B penalty cost sharing, life insurance, funding amounts, on-going funding policy and OPEB Trust information. The fourth tab provides a chart to indicate any cost sharing changes since the prior valuation.

When the data is received, it will be reviewed for completeness and reasonableness through the use of our standard “edit and distribution” computer programs to eliminate any obstacles from the data process. This review includes a check for missing information, unreasonable data (e.g., date of hire after valuation date, unexpected type codes) and inconsistent information (e.g., age and service relationships). We will provide to each unit a detailed list of data questions requesting any missing data or confirmation of questionable data. In the event that certain data items are insufficient, we will determine with each unit whether the insufficient information can readily be provided; otherwise, we will make estimates based on a statistical analysis of the other members with known information.

Produce “claim curves” and liabilities

Once the data is reviewed, we will develop separate “claim curves” for the participating member units of the Cape Cod Municipal Health Group (CCMHG) and separate sets for member units that do not participate in CCMHG, e.g. Bourne, retired teachers in the G.I.C, and member units that participate in the Massachusetts Interlocal Insurance Association. Because one set of “claim curves” will be prepared for the CCMHG, we will need to retrieve data from all participating member units of the CCMHG before we can develop the “claim curves.”

A detailed description of the methodology used to develop “claim curves” is included in the response to Question 3 above.

The next step is to develop the actuarial accrued liability or Total OPEB Liability and the normal cost. These calculation are complete in accordance with the accounting standards and actuarial standards of practice, as described in the response to Question 3 above.

Liabilities are also calculated at discount rates that are 1% higher and lower than the assumption and health care trend rates that are 1% higher and lower than the assumption.

Complete calculations

After the liabilities are determined, the following calculations are complete:

- The actuarial accrued liability (Total OPEB Liability) is compared to OPEB assets to determine the unfunded actuarial accrued liability (Net OPEB Liability) and funded percentage.
- An Actuarially Determined Contribution (ADC) is calculated.
- Calculate the Annual OPEB Expense and Deferred Inflows and Outflows and any additional information needed to satisfy the GASB OPEB reporting and disclosure requirements.
- If requested, prepare funding schedules that project liabilities and assets based on the units stated or proposed funding policy.

Draft report

Our findings, analysis and calculations will be presented in a comprehensive written report of the valuation of the benefits. Separate reports will be prepared for each unit. The report will include certain technical terms but will be prepared to be easily understood and communicated.

Please see our response to Question 7 for additional detail on the contents of the actuarial report.

Presentation and meetings

We are available to make a combined presentation to the member units in person or remotely to review the results of the actuarial study and to answer questions from individual units. We are available to attend additional meetings, if requested by an individual unit, for a supplemental fee.

Interim Valuations

For the June 30, 2022 and June 30, 2024 accounting reports, we will use census data from the June 30, 2020 and June 30, 2022 valuations, respectively, trend forward assumed claims costs, select an appropriate discount rate, and project forward liabilities to the measurement date.

After the liabilities are determined, we will calculate the Annual OPEB Expense and Deferred Inflows and Outflows and any additional information needed to satisfy the GASB OPEB reporting and disclosure requirements.

Timeline

Please see our response to Question 7 for a sample timeline.

5. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.

Staffing plan

Please see [Appendix A](#) for resumes of the team members. The staffing plan is as follows:

- **Ms. Riley** and **Ms. Naser** will coordinate the pre-valuation conference call with the member units.
- **Ms. King** and **Mr. Shnipes** will be responsible for preparing and sending the individual data requests to each units.
- **Mr. Shnipes** will be responsible for the data analysis, the development of the claims cost, the liability and cost calculations for the valuations, and preparing draft reports.
- **Ms. Naser** and **Ms. King** will complete the first level review of the claims cost, actuarial liabilities and calculations, and draft reports.
- **Mr. Rhodes** will complete the final review for the claims cost work.
- **Ms. Riley** and **Mr. Rhodes** will complete the final technical review of all actuarial calculations and reports.

Actuarial Studies and Reports

6. *Describe in detail the elements of the actuarial studies and reports you would produce related to GASB 74/75.*

GASB 74/75 valuation report contents

The valuation report will include certain technical terms but will be prepared to be easily understood and communicated. The report will include all the necessary material to comply with the GASB and OPEB reporting and disclosure requirements. Our report is organized as follows:

- Cover letter and certification
- Purpose and basis of report
- Valuation approach and valuation results (June 30, 2020 valuation report will include fiscal 2021 and fiscal 2022 Actuarially Determined Contribution (ADC))
- Summary of participant data
- Important information about actuarial valuations
- General information about the OPEB plan
- Net OPEB liability, including short description of actuarial assumptions
- Determination of discount rate and investment rate of return
- Sensitivity
- Schedule of changes in net OPEB liability
- OPEB expense
- Deferred outflows of resources and deferred inflows of resources
- Schedule of reconciliation of net OPEB liability
- Schedule of contributions
- Summary of actuarial assumptions, actuarial cost method and actuarial models
- Summary of plan provisions
- Member unit funding policies
- Definitions of terms

The reports completed for fiscal 2021 and fiscal 2023 will include the full valuation results as of June 30, 2020 and June 30, 2022, respectively, and will include the information noted above. The interim reports completed for fiscal 2022 and fiscal 2023 will include the GASB OPEB reporting and disclosure requirements and will refer to the prior reports for certain information. For a sample of a series of reports for a member unit with assets that needs to comply with GASB Statements No. 74 and 75, please refer to the Town of Orleans reports. These reports can be accessed at the following links, [June 30, 2019](#) and [June 30, 2020](#), or via the Town's website.

Member Entity Schedule

7. *Provide a schedule for completing a GASB 74/75 actuarial study for a member entity. Express time in elapsed days/weeks from the start of work to the attainment of each milestone or completion of each task and through the end of the project.*

Timeline

Based on our receipt of required data, the following is a proposed time schedule for the completion of the valuation report (for a full valuation):

Task	Timing
Email each member unit their personalized excel data request to be reviewed and updated. Schedule a pre-valuation conference call with the participating units to review the data request and additional information needed to complete the valuation.	Within one to two weeks from proposal award
When received, the valuation data will be reviewed and run through standard "edit and distribution" programs to verify completeness and reasonableness. We will work with each unit to verify the completeness and accuracy of the data.	Within two weeks from the receipt of the data from each unit
Review the actuarial assumptions and complete the claim cost analysis and the gain/loss analysis.	At the six to eight week mark, from the receipt of the complete data from all the participating units
Complete the actuarial calculations as required by GASB 74/75 and prepare the valuation report.	Within eight to ten weeks from the receipt of the complete data from all the participating units
Finalize the valuation report and deliver via email to each participating unit.	Within twelve weeks from the receipt of the complete data from all the participating units
Meet with participating unit to present report upon request.	To be determined

County of Barnstable

Actuarial Consulting Services

RFP# 7941

Price Proposal - ATTACHMENT B

June 14, 2021



116 Huntington Avenue, 8th Floor
Boston, MA 02116
segalco.com
T 617.424.7336 / M 617.872.1541
www.segalco.com

June 14, 2021

Ms. Jennifer Frates
Chief Procurement Officer
County of Barnstable
Superior Courthouse
3195 Main Street, P.O. Box 427
Barnstable, MA 02630

RE: Actuarial Consulting Services to County of Barnstable

Dear Ms. Frates:

Thank you for the opportunity to present the enclosed price proposal. Segal would be privileged to continue to work with you to provide actuarial and consulting services for post-employment benefits other than pensions to the member units of the municipal retirement systems of Cape Cod and the Islands.

This offer is firm for sixty (60) days following the bid opening. With respect to the contractual terms in item 18 and Attachments D and E of the RFP and if we are determined to be the winning bidder, we propose to continue providing services pursuant to contract terms and conditions that are substantively similar to the previously negotiated contract.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kathleen A. Riley".

Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary

Price Proposal shall include a cover sheet and attach a list of the names, titles, responsibilities and hourly rates of all individuals to be billed during this contract period and specify a total not-to-exceed cost and/or cost per task. Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and clearly identify any other costs. All subcontractors if proposed must be identified and all sub-contractual costs must be indicated.

Cover letter clearly addressing any exceptions taken to the terms and conditions contained within this RFP.

Brief profiles describing their role on this engagement follow:

- **Ms. Riley** will serve as your consulting actuary and final reviewer for the liability work.
- **Mr. Rhodes** will serve as your consulting actuary and final reviewer for the claims cost work.

Jointly, Ms. Riley and Mr. Rhodes will complete the final technical review of all actuarial calculations and reports. They are responsible for the recommendation of the assumptions to use in the valuation.

- **Ms. Naser** and **Ms. King** will serve as your reviewers. They will complete the first level review of the actuarial calculations and draft report and will be available to answer any technical questions that arise. In addition, Ms. Naser will serve as your project manager. She will work directly with Mr. Rhodes and Ms. Riley to manage the staff assigned to this project and to ensure the timely delivery of quality services to the member units.
- **Mr. Shnipes** will be responsible for data analysis and the development of the liabilities and cost calculations for the pension valuation.

Hourly rates for each of them are described in Question 4 below.

1. *This section should disclose all charges to be assessed the member entities for the Project Description.*

Task	Fee Per Participating Member Unit
July 1, 2020 Actuarial Valuation and disclosure information for the fiscal year ending June 30, 2021	\$4,300
<ul style="list-style-type: none"> • Additional fee for department results, if requested 	\$750
<ul style="list-style-type: none"> • Additional fee for preparation of a funding schedule, if requested 	\$750
<ul style="list-style-type: none"> • Additional fee for units not in Cape Cod Municipal Health group, if applicable 	\$1,000
<ul style="list-style-type: none"> • Additional fee for proportional share calculations, if applicable 	\$1,000
<ul style="list-style-type: none"> • Additional fee for revising report to due to incomplete or erroneous information provided by the unit, if applicable 	\$1,000
Disclosure information for the fiscal year ending June 30, 2022	\$2,000

• Additional fee for proportional share calculations, if applicable	\$1,000
• Additional fee for revising report to due to incomplete or erroneous information provided by the unit, if applicable	\$1,000
July 1, 2022 Actuarial Valuation and disclosure information for the fiscal year ending June 30, 2023	\$4,500
• Additional fee for department results, if requested	\$750
• Additional fee for preparation of a funding schedule, if requested	\$750
• Additional fee for units not in Cape Cod Municipal Health group, if applicable	\$1,000
• Additional fee for proportional share calculations, if applicable	\$1,000
• Additional fee for revising report to due to incomplete or erroneous information provided by the unit, if applicable	\$1,000
Disclosure information for the fiscal year ending June 30, 2024	\$2,200
• Additional fee for proportional share calculations, if applicable	\$1,000
• Additional fee for revising report to due to incomplete or erroneous information provided by the unit, if applicable	\$1,000

2. The successful Proposer will enter into an agreement with Barnstable County Purchasing governing the provision of services to member entities.

Agreed.

3. Proposal fees for completing the GASB 74/75 – related actuarial work, and the critical assumptions and requirements for pricing.

Please see Question 1 for our response to this question.

4. For all persons or labor classifications assigned to this project, quote a fully burdened (direct labor & indirect costs & profit) hourly rate that would be charged to the member entities for additional services outside the scope of work.

Additional services outside the scope of work described in the Technical Proposal would be billed at our hourly time charge rates, as shown below. We can work with the member units to provide a fixed fee cost for additional services when the scope of those services is known.

For any work conducted on an hourly time-charge basis, Segal bills in increments of 0.25 hours.

The cornerstone of our approach to controlling the cost of services is to assign the appropriate staff level for a given task. This ensures that the work is being performed at the lowest cost to you while still meeting our quality control procedures.

We have developed our fees based on expected time commitments and our schedule of hourly time charge rates. Total fees that are incurred for specific projects result from the amount of time spent on each project and from the level of skill and experience of the professional staff

member involved. We delegate tasks within projects to staff levels that have the competence to complete the assigned work at the lowest possible hourly time charge rates consistent with our quality standards. Unlike some consulting firms, we do not charge for clerical time spent in completing projects. That overhead expense is built into the hourly time charge rates of our professional staff.

The standard billing rates for professional staff for 2021 are shown below.

Role	2021
SVP/CRM/Lead Consulting Actuary	\$545 to \$595
VP/Actuary	\$480 to \$525
Senior Actuary/Senior Consultant	\$435 to \$470
Actuary/Consultant	\$360 to \$430
Actuarial Associate Consultant/Associate Consultant	\$330 to \$350
Senior Actuarial Associate/Analyst/ Senior Associate	\$275 to \$315
Staff/Actuarial Associate/Analyst/ Associate	\$245 to \$270

CONTRACT # BC-22-7941

ATTACHMENT "C"

**AMENDMENT NO. 1
(consisting of two pages)**

This Amendment No. 1 made this 2nd day of August, 2021 by and between Barnstable County (the "County") and **The Segal Company (Easter States) Inc.** (the "Contractor") (collectively the "Parties") amends the Contract for Services Purchased Terms and Conditions made and entered into by the Parties on 8/4/2021 (the "Contract").

WHEREAS, the Parties wish to amend the Contract to include additional terms and conditions; and

WHEREAS, Section 27 of the Contract entitled "Amendments," allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Section 8 of the Contract "**Termination or Suspension of Contract for Cause**" INSERT the following at the end of the section: "If the breaching party is unable or unwilling to cure the violation or breach prior to the effective date of termination, the contract may be immediately terminated."
2. Section 9 of the Contract "**Termination for Convenience of County**" INSERT the following at the end of the section: "The effective date of the termination shall not be less than thirty (30) calendar days after the notice date."
3. Section 14 of the Contract "**Assignability**" DELETE the Following:

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval.

INSERT with the Following:

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution, Contractor may assign its interest to any of its affiliates under common control and operating under the same trade name as part of an internal restructuring, without such approval.

- 4. DELETE Section 17 of the contract “**Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

And replace the entire section with the following: **Ownership of Deliverables and Use of Material.** Except to the extent that they incorporate the Contractor's proprietary software, knowhow, techniques, methodologies and report formats (collectively, "Contractor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by the Contractor to the County under the terms of this Contract (collectively, the "Deliverables"), are the sole and exclusive property of the County, once paid for by the County. To the extent Contractor's Proprietary Information Is incorporated Into such Deliverables, the County shall have a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, and modify Contractor's Proprietary Information as part of the deliverables internally and for their intended purpose.

The Parties hereto acknowledge and agree that, except as specifically amended by the terms of this Amendment No.1, all the terms, covenants and provisions of the Contract are hereby ratified and confirmed and shall remain in full force and effect throughout the balance of the term of the Contract. From and after the date hereof, all references in the Contract to “the Contract” or “this Contract” shall mean and be the Contract as affected by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives on the date and year first above written.

Barnstable County

DocuSigned by:

 B47187903E8A4F0...
 Signature

Ronald Bergstrom
 Printed Name

Chairman
 Title

8/4/2021
 Date

The Segal Company (Eastern States), Inc.

DocuSigned by:

 C6EF0876B08647A...
 Signature

Kathleen A. Riley
 Printed Name

Senior Vice President and Actuary
 Title