SELECTMEN'S MEETING AGENDA* Donn B. Griffin Room, Town Hall 732 Main Street, Harwich, MA Executive Session 6:00 P.M. Regular Meeting 6:30 P.M. Monday, September 9, 2019

*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. <u>CALL TO ORDER</u>

EXECUTIVE SESSION -1. Pursuant to M.G.L. Ch.30A, Sec.20(a)(6), to consider a purchase, exchange, lease or value of real property if the Chair declares that an open meeting may have detrimental effect on the negotiating position of the Board, on property at 0 Cherokee Road, Harwich. Map 84 Parcel A3.

NOTE: The Real Estate & Open Space Committee requests to be on the agenda for a Board of Selectmen Executive Session on September 9, 2019 for support and a letter of approval to move forward with an appraisal regarding acquisition of 0 Cherokee Road Harwich. Map 84 Parcel A3.

2. Pursuant to MGL c.30A, §21(3) to conduct strategy sessions with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares – Harwich Employee Association (HEA).

II. <u>PLEDGE OF ALLEGIANCE</u>

III. <u>WEEKLY BRIEFING</u>

A. Sewerage Work Improvement Phase 2 – Contract #1 – Construction Schedule – Weekly Update

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Tornado – After Action Review – Lee Culver, Emergency Management Plan

V. <u>CONSENT AGENDA</u>

A. Accept the resignation of Frank Boyle from the Harwich Board of Health - effective 8/15/19

- VI. **<u>PUBLIC HEARINGS/PRESENTATIONS</u>** (Not earlier than 6:30 P.M.)
 - A. Notice of Public Hearing Proposed amendment to the Harbor Management Plan John Rendon

VII. <u>NEW BUSINESS</u>

- A. Confirmation of the Town Administrators appointment of Julie K. Witas as Program Specialists I at the Council on Aging
- B. Noise violations by Ember submitted by the Police Chief schedule Public Hearing and designate the Town Administrator as Hearing Officer.
- C. 2019 Solarize Massachusetts Community Presentation by Valerie Bell, Chair of the Harwich Energy Committee
- D. Committee Appointments for Approval:

Donna J.	Community Preservation	Selectmen's Appointment	Full Term
Kalinick	Committee		Expires 6/30/21
James Donovan	Community Preservation Committee	Full Ex-officio Member from Real Estate & Open Space Committee	Expires 6/30/2020

E. Habitat for Humanity of Cape Cod: Right of First Refusal on an Affordable Home Resale - Overview

F. Discussion and possible vote to refer the *Policy for disposition of surplus goods and equipment* to staff for review and follow up actions

VIII. CONTRACTS

- A. Procurement:
 - 1. Hinckley's Pond Contract Addendum SOLitude Lake Management

IX. OLD BUSINESS

Х.

TOWN ADMINISTRATOR'S REPORTS

- A. Update on Appraisal Award "O" Deacon's Folly Road
- B. FY20 Deadline for Community Preservation Committee applications 10/1/19 4:00 PM
- C. Budget Workshop
- D. Southern Baptist Group Relief Efforts Update
- E. Moss Hill Update Parking
- F. Departmental Reports

XI. SELECTMEN'S REPORT

XII. <u>ADJOURNMENT</u>

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

Authorized Posting Officer:

Posted by: ____

Town Clerk

Date: ___

September 5, 2019

TOWN OF HARWICH, MASSACHUSETTS SEWERAGE WORKS IMPROVEMENTS PHASE 2 – CONTRACT #1 SEWER PROJECT

CONSTRUCTION SCHEDULE – WEEKLY UPDATE Date Submitted: September 5, 2019

One Week Look Ahead (9/9-9/13)

- Mainline Sewer Crew # 1
 - Continue on Cemetery & Compass
 - Commence Installation on Herndon Road
- Mainline Sewer Crew # 2
 - Commence Installation on RT137 (Starting at Old Queen Anne)
 ** Detour Starting **

Two Week Look Ahead (9/16-9/20)

- Mainline Sewer Crew # 1
 - Continue Installation on Herndon Road
 - o Commence Installation on Johanna's Path
- Mainline Sewer Crew # 2
 - Continue Installation on RT137

Three Week Look Ahead (9/23-9/27)

- Mainline Sewer Crew # 1
 - o Continue Installation on Johanna's Path
- Mainline Sewer Crew # 2
 - o Continue Installation on RT137

Please note that this is a projected schedule and will be adjusted accordingly based on the Contractor's actual progress and the weather. On an as needed basis auxiliary crews will be performing testing, installing inverts, raising castings, paving, and performing general cleanup at various locations throughout the project area.





August 15, 2019

Anita Doucette, Town Clerk Harwich Town Hall 732 Main Street Harwich, MA 02645

Dear Ms. Doucette,

Please let this letter serve as my resignation from the Harwich Board of Health, effective immediately. Due to personal obligations, I am unable to fulfill my commitments to the Board of Health.

Respectfully,

Frank Boyle CC: Board of Health

Board of Selectmen Meggan Eldredge, Health Director



Town of Harwich Harbormaster's Office 715 Main Street – PO Box 207 Harwich, MA 02646 *Phone (508) 430-7532 Fax (508) 430-7535*

Memo

To:	Chairman, Board of Selectmen
Via:	Christopher Clark, Town Administrator
	Chairman, Waterways Committee
From:	John C. Rendon, Harbormaster
Date:	September 04, 2019
Subject:	Change to Section 2.0 and Appendix B of Harbor Management Plan

Ref: (a) Harbor Management Plan

Recommend Board of Selectmen approval of the enclosed recommended changes to the Harbor Management Plan. As previously discussed, the changes relating to the definition of Length Overall (LOA) are being submitted to better clarify how LOA is used in determining the length capacity of a slip and mooring classification. Also included in the proposed change is the definition of Manufactured Length that is used for the size of permitted boats within the restricted mooring fields of the Herring River and Allen Harbor, and for transient boats. The recommended changes have been presented to the Waterways Committee and have received a unanimous vote of support.

Enclosure (1) Harbor Management Plan, Section 2.0 and Appendix B - Recommended Change

2:0: DEFINITIONS

Length Overall (L.O.A.): For the purpose of determining seasonal and year round dockage fees and/or mooring classification and maximum capacity of a slip, the extreme fore aft measurement of a boat in feet and inches in a straight line parallel to the centerline from the top of transom to the foremost extension (includes pulpits or sprits). LOA is defined as the furthest extension of the bow on deck to the furthest extension astern (including aft extension of outboard motors when tipped up and or anchor davits).

Manufactured Length: For the purpose of determining length in a restricted mooring field, the Manufactured Length is defined as the length listed on the Boat Title, Registration or US Coast Guard Documentation.

APPENDIX B 2017 Town of Harwich Marine Fee Schedule

A. Town-Owned Slip Rates

Туре	Fee	Notes	
Recreational Boats * (5/1 to 11/15)	20' - \$85/ft. 30' - \$105/ft. 40' - \$130/ft. 50' - \$160/ft.	All recreational vessels	
Commercial Fishing Boats* (1/01/-12/31)	30' - \$94/ft. 40' - \$124/ft.	Vessels with A Permits	
Charter Boats* (1/01 – 12/31)	20' - \$85/ft. 30' - \$105/ft. 40' - \$130/ft. 50' - \$160/ft.	Vessels with C Permits	
Passenger Boats* (1/01 – 12/31)	30' & 40' - \$200/ft. Ferry - \$280/ft.	Vessels with D Permits & F Permits	
Fall transient rate up to 35' LOA** (9/15 – 10/15)	\$1.40/ft./night	Dourse Entrottet	
Fall transient rate 36' LOA and over** (9/15 – 10/15)	\$1.65/ft./night	Power Extra***	
Off-Season transient rate** (5/1 – 6/15; 10/15 – 11/15)	\$10.50/ft./month \$3.50/ft./week \$.70/ft./night	Power Extra***	
Summer transient rate 36' LOA and over** (6/15 – 9/15)	\$2.75/ft./night	Power Extra***	
Summer transient rate up to 35' LOA** (6/15 – 9/15)	\$2.00/ft. /night No minimum		
Winter transient short-term rates** (11/15 – 5/1)	\$8.00/ft./month \$.50/ft./night	For commercial fishing vessels only must have a Town Offload Permit	
Winter transient long-term** (11/15 – 5/1)	\$24.00/ft.	Recreational & active commercial fishing boats only, must have a Town Offload Permit	

* Seasonal and year round dockage fees are determined by measuring from top of transom to the foremost extension (includes pulpits or sprits) or slip minimum, whichever is greater.

** Transient rate based on manufactured length of vessel. or slip minimum. Price includes LOA. (Measured top of transom to foremost extension, includes pulpits or sprits).

*** Power charge is at nightly rate.

OFFICE OF THE TOWN ADMINISTRATOR

Christopher Clark, Town Administrator Joseph F. Powers, Assistant Town Administrator Phone (508) 430-7513 Fax (508) 432-5039



732 MAIN STREET, HARWICH, MA 0264:

August 30, 2019

Julie K. Witas 344 Long Pond Road Brewster, MA 02631

Dear Ms. Witas:

We would like to offer you the position of Program Specialist I at the Council on Aging for the Town of Harwich. I look forward to your positive contributions to our community.

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

- Pursuant to the Town Charter, the Town Administrator makes the appointment for this position subject to confirmation by the Board of Selectmen. Your name has been put forth for confirmation and the Board of Selectmen will be taking this up at their meeting on September 9, 2019. Successful confirmation will be needed to finalize the appointment;
- The Town will arrange for a Pre-Employment Physical and Drug Test that must be successfully completed;
- Your employment is contingent upon a successful background and C.O.R.I. check;
- Your probation period is six months from the date of employment.

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

Your position title will be Program Specialist I and your starting date, pending successful completion of the terms set forth above, will be Wednesday, September 25, 2019.

This position is included in the Harwich Employees Association and your employment is subject to the rights and obligations included in the contract, which will be provided to you. Your starting salary will be \$23.61 per hour (Grade 4, Step 3).

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

Sincerely

Christopher Clark Town Administrator

L Works

Council on Aging Director Assistant Town Administrator Town Accountant/Finance Director Town Treasurer/Collector

CC:

...

Patti Macura

From: Sent: To: Cc: Subject: Attachments: Chief David J. Guillemette Wednesday, August 28, 2019 10:20 AM Christopher Clark Patti Macura Additional noise violations Ember July 28 and 31 2019.pdf

Chris and Patti,

Please see attached documentation on two additional noise violations that occurred at Ember in July. Please place on the agenda for the board to act on accordingly.

Thanks,

David J. Guillemette Chief of Police



Harwich Police Department 183 Sisson Road Harwich, MA 02645

Office: 508-430-7541





183 Sisson Road, Harwich, MA 02645Tel 508-430-7541Fax 508-432-2530



DAVID J. GUILLEMETTE Chief of Police KEVIN M. CONSIDINE Deputy Chief

Memorandum

TO: Board of Selectmen

Christopher Clark Town Administrator

FROM: David J. Guillemette Chief of Police

DATE: August 28, 2019

SUBJECT: Liquor / Entertainment License violation report

In accordance with Town of Harwich Liquor License Regulations section 1.16 I would like to bring to the board's attention two additional entertainment license violations, in the form live or recorded music being played at Ember in a manner that was plainly audible beyond 150 feet. Please note that Ember has already received one written warning for their first violation and currently has three violations documented with a licensing authority hearing pending.

The attached violation reports are for your consideration as to whether to hold a public hearing on the matter. Officers who responded to the complaints and documented their findings will be made available for testimony if a hearing is deemed necessary. o: Harwich Police Department Case #19-9483-OF/19-11342

'rom: Officer Tyler Verinette

Date: July 28, 2019

ubject: Noise complaint at Ember Pizza

- . On Sunday July 28, 2019, at approximately 6:57pm, I was dispatched to Ember Pizza for a complaint of loud music. Ember Pizza is located at 600 Route 28 in Harwich, MA. I was informed that the reporting party was calling from the area of Freeman Street, Harwich.
- . While responding to Freeman Street, I drove past Ember Pizza. I observed that a live band was playing amplified music outside Ember.
- . I parked in the area of Pleasant Street and Freeman Street. I lowered the cruiser's windows and was able to hear the live music from Ember without exiting the vehicle. It should be noted that this area is in excess of 150 feet away from Ember Pizza.
- . I responded to Ember and spoke with the manager, Scott McMahon. I informed Mr. McMahon of the complaint and the distance from which I could hear the music. Without acknowledging the issue, Mr. McMahon walked away and continued delivering a food order.

.espectfully Submitted,

officer Tyler Vermette Iarwich Police Department This report is submitted by Officer Dutra regarding a valid noise complaint against Ember Restaurant on July 31, 2019.

While assigned to the 4-12 shift on July 31, 2019 a noise complaint from 617 Rt 28 came in around 21:38 hrs for loud music coming from Ember. I arrived on scene at approximately 21:44 hrs and parked in front on 617 Rt 28. From that area, beyond the 150 foot mark, I could clearly hear the live music (guitar player and male voice signing a song) coming from Ember. I made contact with the Manager, Scott, and advised him of the complaint. Scott stated he would address the matter immediately.

Important to note the address that came in for the complaint, 617 Rt 28, had been under construction for some time and I wasn't sure if anyone was residing there at the time of the complaint. The case showed the Rp was a resident at Bay View Rd. Unsure if this was a mistake or if the Rp was trying to make it look like another resident was calling to complain about the loud music coming for the Harwichport area.

Figure 1. Goals of Solarize Massachusetts and methods deployed to increase customer savings on solar PV and complementary technology projects.

Program Partners and Roles

The table below outlines the roles of the different parties under Solarize Mass.

*	MassCEC/DOER/ Technical Consultant	Community Solar Coach	Municipal Representative	Installer
Program Design and Procurement Reduce Cost to Customer	* Engage Communities to participate * Release REP to select installers, in collaboration with Community * Engage Technical Consultant to determine if installer proposals meet threshold requirements, provide technical support, and assist Communities to select installer	* Evaluate installer proposals & assist in selection * Primary driver to manage volunteer team efforts to engage residents and enhance the group purchasing model	* Clarify specific program timeline parameters * Collaborate with MassCEC to release REP to select installers * Evaluate installer proposals & lead in the selection process *MassCEC recommends that the Community involve a member of the local Building and Inspections department, either as part of the procurement process, or as part of applying to the Solarize Mass program * Utilize municipal infrastructure to assist volunteer outreach efforts * Leverage other funds (if applicable). * Assist in streamlining the permitting process (if possible).	* submit competitive proposal(s) * Provide competitive pricing for customers purchasing solar PV systems, and other financial incentives for PPA and Lease customers
Marketing	* Provide marketing & education toolkit to. Community (Mayinclude banners, educationa) materials, etc. and tools for Community Solar Coach and volunteer team) * Attend Meet the Installer presentation	 * Beach out to local Community organizations, potential partners, and volunteers: * Organize volunteer distribution of information and marketing materials * Organize and mobilize Community networks over the course of program. 	* Demonstrate municipal support for program * As applicable, utilize municipal communication; meetings or events to encourage Community awareness of program * Clarify reinbursement process with volunteer team * beverage additional resources (email lists, mailed bills from municipality, press releases; municipal staff hours, or funds (if applicable)	* Parther with Community Solar Coach to finalize combined outreach plan and disseminate information on program (as appropriate)

RFP ID: MassCEC 2019-SMP-01 Request for Proposals - Communities

- New and ongoing volunteer engagement;
- Outreach to resident organizations (civic groups, clubs, and places of worship);
- Person-to-person engagement and outreach; and
- Respond to resident emails and online questions.

These roles are not exhaustive and may or may not be applicable depending on the Community specific volunteer team structure. The roles may change or evolve during the program. Additional volunteers can also take on more limited roles than those of the core volunteer team.

Please review the *Example Community Solar Coach Program Duties and Commitments Form* for further details about Community Solar Coach requirements. The Community Solar Coach for selected Communities must sign this document to participate. Other core members of the volunteer team are encouraged, but not required, to submit a *Volunteer Support and Commitment Form*. Please note that an individual who works for a solar PV installer may be part of a Community volunteer team but may not take on the role of Community Solar Coach or participate in the installer proposal selection process.

As the Community volunteer team is the primary driver of the Solarize Mass program within a Community, the success of the program is heavily correlated to the planned outreach and education efforts of the volunteers. In prior rounds of the program, reported total volunteer activity hours ranged from 400 to 600 hours during the course of the program. Communities should be aware of this time commitment when applying to participate in the Solarize Mass program.

Municipal Representatives

The municipality should be a supportive resource for the Community volunteer team during the course of the Solarize Mass program and may support the local Solarize Mass program in several different ways. First, by applying to MassCEC on behalf of the Community, the municipality demonstrates support for the Solarize Mass program and the adoption of solar PV in general. Furthermore, the municipality will indicate the dedicated program representative ("Municipal Representative"), who may offer additional support by:

- Using municipal infrastructure for the benefit of the Solarize Mass program, such as municipal email lists, mailers in tax bills or water bills, municipal press releases, or announcements and links on a municipal website;
- Providing space for community events, such as the Meet the Installer presentation, at little to no cost;
- Reviewing the solar PV permitting and inspection process in collaboration with the municipal code inspector, and completing any applicable streamlining efforts (see below for further information);
- Leveraging municipal staff hours or additional funds (as applicable); and



Massachusetts Clean Energy Center

Request for Proposals: 2019 Solarize Massachusetts -Communities 2019-SMP-01 Updated 4/12/2019

Date of Issue: 10/25/2018 Proposals Due: Rolling; Updated deadline to be considered for funding: 04/30/2019

Total Funding Available: \$5,000 - \$13,000 per Community.

All proposals must be submitted to: <u>Solarize@masscec.com</u>

I. OPPORTUNITY SUMMARY

The Massachusetts Clean Energy Center ("MassCEC"), in conjunction with the Green Communities Division of the Department of Energy Resources ("DOER"), is releasing this request for proposals ("RFP") to Massachusetts cities and towns (each a "Community" and more than one "Communities") to apply to participate in the 2019 Solarize Massachusetts Program ("Solarize Mass"). Cities and towns may also elect to apply to the 2019 Solarize Mass Plus program ("Solarize Mass Plus"), which pairs the Solarize Mass model with an additional complementary technology offering. Solarize Mass is a community-based solar photovoltaic ("PV") outreach and education program that helps drive down the installation cost of small-scale solar PV installations within the selected communities through a group purchasing model. To date, Solarize Mass has successfully served 66 communities across the Commonwealth.¹

MassCEC and DOER anticipate selecting up to ten (10) communities (or groups of communities) to participate in the Program. Selected Communities may be eligible for up to \$13,000 in marketing funds. See Section XI: Budget for more information. Applications will be evaluated on a first come, first served basis. To meet threshold criteria, Communities must demonstrate that they have a clear and comprehensive outreach plan and program timeline, a committed volunteer team, an engaged municipality, and residents interested in participating in the program. If there is benefit to pooling resources or efforts, Communities may form multi-Community partnerships and respond to this RFP as a group. A multi-Community proposal may include up to four partner communities. Note that if Communities respond to this RFP as a group, each Community will be responsible for demonstrating that it will meet the proposal requirements and evaluation criteria outlined below. A Community does not need to be a designated Green Community to be eligible to participate in Solarize Mass. However, a Community is not eligible to apply if it participated in the 2018 Solarize Mass program or is actively participating in MassCEC's HeatSmart Mass program. Communities interested in the Solarize Mass and Solarize Mass Plus programs are strongly encouraged to engage MassCEC early in the application process, to show interest of intent, and to have any programmatic or processspecific questions answered.

II. ABOUT MASSCEC

The Massachusetts Clean Energy Center ("MassCEC) is a publicly-funded agency dedicated to accelerating the success of clean energy technologies, companies and projects in the Commonwealth—while creating high-quality jobs and long-term economic growth for the people of Massachusetts. Since it began operating in 2009, MassCEC has helped clean energy companies grow, supported municipal clean energy projects and invested in residential and commercial

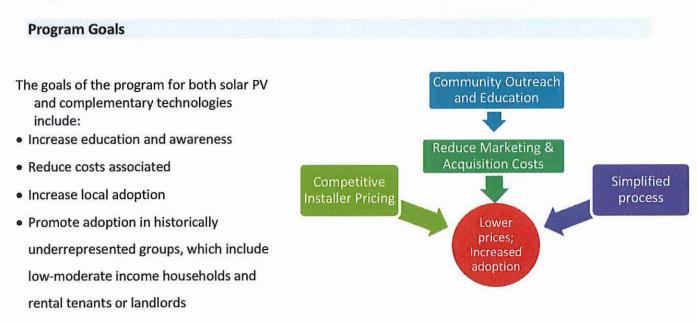
¹ To date, 6 Communities have participated twice, resulting in 72 unique Solarize Mass initiatives. Please visit <u>www.SolarizeMass.com</u> and select 'Program Background' to see results and lessons learned from previous program rounds, including the <u>Solarize Massachusetts Pilot Overview</u> and the <u>2012 Solarize Massachusetts</u> <u>Program Update</u>.

renewable energy installations, creating a robust marketplace for innovative clean technology companies and service providers.

III. PROGRAM SUMMARY

Program Overview

The Solarize Mass program is a community outreach, education and group purchasing program designed to reduce cost and increase adoption of residential and small scale commercial solar systems.² Installation prices for small-scale solar PV installations are generally higher than large-scale installations, in part due to the extra cost of customer engagement and acquisition – including marketing, advertising, and negotiating with multiple customers. The aggregation of multiple small-scale solar PV installations within a Community provides opportunities to realize economies of scale for the solar PV installer, and ultimately cost savings for the customer. By educating and engaging the local Community, streamlining marketing efforts, and aggregating sales, the 2019 Solarize Mass program will help drive down the cost of solar PV projects and make them a more accessible energy option for residents. The Solarize Mass Plus program utilizes this model for solar PV and additional complementary technologies. Specifically, MassCEC will partner with participating Communities to competitively select an installer offering reduced pricing for solar PV and will go through the same process to competitively select an installer who will provide reduced pricing for the Solarize Mass Plus technology or technologies.



² Please note that residential and small scale commercial projects are the primary focus of the Solarize Mass program. Commercial projects over 10 kW of capacity generally fall outside of the scope of Solarize Mass. This is because larger solar PV projects generally take longer to go through the contracting process, and the timeline for doing so will likely take longer than the sign-up timeline of the program.

Figure 1. Goals of Solarize Massachusetts and methods deployed to increase customer savings on solar PV and complementary technology projects.

Program Partners and Roles

The table below outlines the roles of the different parties under Solarize Mass.

	MassCEC/DOER/ Technical Consultant	Community Solar Coach	Municipal Representative	Installer
Program Design and Procurement	* Engage Communities to participate * Release RFP to select installers, in collaboration with Community * Engage Technical Consultant to determine if installer proposals meet threshold requirements, provide technical support, and assist Communities to select installer	* Evaluate installer proposals & assist in selection	 Clarify specific program timeline parameters Collaborate with MassCEC to release RFP to select installers Evaluate installer proposals & lead in the selection process MassCEC recommends that the Community involve a member of the local Building and Inspections department, either as part of the procurement process, or as part of applying to the Solarize Mass program. 	* Submit competitive proposal(s)
Reduce Cost to Customer	Offer rebate programs (when available)	* Primary driver to manage volunteer team efforts to engage residents and enhance the group purchasing model	 * Utilize municipal infrastructure to assist volunteer outreach efforts * Leverage other funds (if applicable). * Assist in streamlining the permitting process (if possible). 	* Provide competitive pricing for customers purchasing solar PV systems, and other financial incentives for PPA and Lease customers
Marketing	* Provide marketing & education toolkit to Community. (May include banners, educational materials, etc. and tools for Community Solar Coach and volunteer team) * Attend Meet the Installer presentation	 * Reach out to local Community organizations, potential partners, and volunteers. * Organize volunteer distribution of information and marketing materials * Organize and mobilize Community networks over the course of program. 	 * Demonstrate municipal support for program * As applicable, utilize municipal communication, meetings or events to encourage Community awareness of program * Clarify reimbursement process with volunteer team *Leverage additional resources (email lists, mailed bills from municipality, press releases, municipal staff hours, or funds (if applicable) 	* Partner with Community Solar Coach to finalize combined outreach plan and disseminate information on program (as appropriate).

Education	 * Educate Community Solar Coach and volunteer team on program and solar basics * Facilitate a "Meet the Installer" presentation. *Provide program metrics to Community participants 	* After "Meet the Installer" presentation, serve as point person for questions on program mechanics and basic solar information.	* Provide link to Solarize Mass Community website on Municipal webpage (if possible)	* Serve as the technical expert on solar or additional chosen technology
Communication	*Provide a Solarize Mass website *Facilitate press releases and media outreach as appropriate *Provide a Communications Guide with standard "talking points" for selected communities to use when explaining the program.	* May develop communication tools unique to Community (i.e. Facebook page, Google group, etc.)	* Can utilize town-wide resources (i.e. email lists, mailed bills from municipality, press releases or website) if appropriate	* May work with Community Solar Coach to develop communication tools (as appropriate). * Provide a portal to facilitate customer sign-up
Installations			* Clarify and outline permitting process for solar PV projects in Community *Identify any additional processes for installing other technologies	* Provide site assessments, system design, & a turnkey installation to customers

Community Solar Coach and Core Volunteer Team

Each Community is required to designate a lead volunteer ("Community Solar Coach"). The main role of the Community Solar Coach is to be the primary contact between MassCEC, DOER, the Community, and the installer. The Community Solar Coach will manage the outreach and education efforts of the core volunteer team and additional Community volunteers, and to answer basic questions about solar PV. Communities are encouraged to designate the Community Solar Coach to manage outreach efforts and develop a **core volunteer team** that includes an additional 1 to 4 volunteers. Program experience has shown that defining the volunteer team structure at the onset of a Solarize Mass program can be highly beneficial. Once a Community to begin the program outreach immediately. MassCEC staff recommends that each individual volunteer be considered for specific outreach efforts, and depending on their interest and skillset, they could be the driving force of one singular targeted aspect of the Community outreach campaign. The following are examples of core volunteer roles:

- Chair of electronic communication and/or website;
- Event planning;
- Canvassing;

- New and ongoing volunteer engagement;
- Outreach to resident organizations (civic groups, clubs, and places of worship);
- Person-to-person engagement and outreach; and
- Respond to resident emails and online questions.

These roles are not exhaustive and may or may not be applicable depending on the Community specific volunteer team structure. The roles may change or evolve during the program. Additional volunteers can also take on more limited roles than those of the core volunteer team.

Please review the *Example Community Solar Coach Program Duties and Commitments Form* for further details about Community Solar Coach requirements. The Community Solar Coach for selected Communities must sign this document to participate. Other core members of the volunteer team are encouraged, but not required, to submit a *Volunteer Support and Commitment Form*. Please note that an individual who works for a solar PV installer may be part of a Community volunteer team but may not take on the role of Community Solar Coach or participate in the installer proposal selection process.

As the Community volunteer team is the primary driver of the Solarize Mass program within a Community, the success of the program is heavily correlated to the planned outreach and education efforts of the volunteers. In prior rounds of the program, reported total volunteer activity hours ranged from 400 to 600 hours during the course of the program. Communities should be aware of this time commitment when applying to participate in the Solarize Mass program.

Municipal Representatives

The municipality should be a supportive resource for the Community volunteer team during the course of the Solarize Mass program and may support the local Solarize Mass program in several different ways. First, by applying to MassCEC on behalf of the Community, the municipality demonstrates support for the Solarize Mass program and the adoption of solar PV in general. Furthermore, the municipality will indicate the dedicated program representative ("Municipal Representative"), who may offer additional support by:

- Using municipal infrastructure for the benefit of the Solarize Mass program, such as municipal email lists, mailers in tax bills or water bills, municipal press releases, or announcements and links on a municipal website;
- Providing space for community events, such as the Meet the Installer presentation, at little to no cost;
- Reviewing the solar PV permitting and inspection process in collaboration with the municipal code inspector, and completing any applicable streamlining efforts (see below for further information);
- Leveraging municipal staff hours or additional funds (as applicable); and

- Clarify municipal reimbursement process for marketing funds and solar coach stipends. And clarifying whether the Community will reimburse for sales tax;
- Generally supporting the adoption of solar PV or additional clean energy technology projects.

These methods of support are not exhaustive and may or may not be applicable in each Community. However, the scope of municipal support will be reviewed as an important aspect of the Community selection process.

Ideally, the Municipal Representative should be employed by the Community. However, MassCEC may allow an individual not employed by the municipality to hold the position of Municipal Representative, if:

- The Community can explain why a paid employee is not available to manage the position;
- the individual maintains a volunteer position on behalf of the Community, and is considered a special municipal employee;³
- the Community will clarify that they support the Solarize Mass program in their Community, and will additionally support the proposed Municipal Representative to conduct their role as noted in the RFP Roles and Responsibilities section, and that the individual will have adequate access to request the resources listed above, and;
- The Community will clarify if the proposed Municipal Representative or a separate municipal employee will remain available as the point person for any questions from the public or press once the Solarize Mass program sign-up period it completed.⁴

If any of the above pertain to your potential team, please clarify this in your application or contact the Solarize Mass team for more information.

Methods of Collaboration with Municipal Inspection Services:

Solar permitting and inspection are important aspects of the solar installation process. Because it is anticipated that there will be an influx of contracting for solar PV systems (and any Plus technology or technologies), as part of the application to the Solarize Mass / Solarize Mass Plus program, MassCEC requires that the municipality has contacted the municipal inspection services division and clarified intent to apply to the program.

Municipal Code Inspector Trainings:

³ See <u>http://www.mass.gov/ethics/education-and-training-resources/educational-materials/explanations-of-the-</u> <u>conflict-of-interest-law/special-municipal-employees-summary.html</u> for more information about Special Municipal Employees

⁴ After a Solarize Mass program is completed, the Community may receive periodic questions from the public or press about the program. MassCEC does not provide contact information for program volunteers once a Solarize Mass program is completed, and therefore will request that either the proposed Municipal Representative or other municipal employee be designated as the point person for these questions.

MassCEC will partner with Institute for Building Safety and Technology and Interstate Renewable Energy Council to offer a series of five municipal code inspector trainings across Massachusetts in 2019. Please contact Elizabeth Youngblood (<u>EYoungblood@masscec.com</u>) for more information about upcoming training dates and times.

Permitting Streamlining Efforts:

Soft costs can make up to 64% of the total cost of a solar PV system (compared to hardware costs),⁵ and variations in rules and permitting processes across municipalities can be a factor. Although not required as part of the application process, MassCEC recommends that municipalities consider methods to implement best practice permitting processes that protect consumers, while providing appropriate information and guidance to solar installation companies and can reduce installation timelines. Two resources to review include <u>Best Practices in Residential Solar Permitting</u>, Sample Solar Permit Checklist and other resources as part of the 2018 municipal code inspector trainings.

Installer Proposal Review Team

As part of the installer selection process, selected Communities will appoint a team comprised of the Municipal Representative, the Community Solar Coach, and up to two additional representatives selected by the Municipal Representative ("Installer Proposal Review Team").⁶ For Communities that are participating as a group, the Installer Proposal Review Team will be comprised of the Municipal Representative and the Community Solar Coach from each Community. MassCEC will develop and launch an Installer RFP on behalf of the municipality. The Installer Proposal Review Team will be responsible for collaborating with MassCEC to provide needed input for the Installer RFP and participating in a competitive installer selection process. The Installer Proposal Review Team should be prepared to allocate appropriate time during the installer selection timeframe.

Other Collaborators:

Communities are strongly encouraged to collaborate with one or more of the following entities:

- Local non-profits;
- Local/regional planning organizations;
- Local financial institutions;
- Local secondary and higher education institutions;
- Local Mass Save[®] Program Administrators ("PA's"); and/or

 ⁵ U.S. Department of Energy Office of Energy Efficiency & Renewable Energy: Soft Costs 101: The Key to Achieving Cheaper Solar Energy. https://www.energy.gov/eere/articles/soft-costs-101-key-achieving-cheaper-solar-energy.
 ⁶ Members of the Installer Proposal Review team may not be affiliated (either directly employed or contracted for employment) with a solar PV installation company.

Low and moderate-income consumer advocates

Program Process

Communities that apply and meet threshold requirements will be approved on a first come, first served basis. See Section VIII for detailed selection criteria. Each Community must propose a timeline for a Solarize Mass or Solarize Mass Plus program in the Community and designate a Municipal Representative and a Community Solar Coach as part of the application. MassCEC recommends that the Community have an Energy or Sustainability Committee that has been meeting regularly prior to the release of this RFP and is willing to be engaged with the program.

Selected Communities will work with MassCEC on launching a Solarize Mass or Solarize Mass Plus initiative in their Communities, including the following:

- Participating in an initial selection conference call to answer Community questions and discuss next steps;
- Volunteer training: the Municipal Representative, Community Solar Coach and core volunteer team will have the opportunity to receive training on best practices for conducting a Solarize Mass program and how to answer common questions about solar PV (and an additional technology if applying for Solarize Mass Plus);
- Participating in the installer selection process;
- Deploying outreach and marketing strategy with installer: Once an installer or partnership of installers is selected, MassCEC will assist the Community and the selected installer or installers to deploy an outreach and marketing strategy to enhance local interest in solar PV or paired technologies, as well as reduce some of the marketing and acquisition costs associated with small-scale solar PV or paired technology installations (See Section XI for marketing budget); and
- Co-facilitating a "Meet the Installer" or public launch event: this event is one of the main public announcements of the Solarize Mass program in the Community where various stakeholders, including municipal representatives, MassCEC, and the selected installer(s) will meet with residents to increase awareness of solar energy and the Solarize Mass program.

Standard Marketing Grant Budget and Process

Each participating Community (or group of Communities) will receive standardized marketing materials, as well as a \$2,500 standard Community marketing grant at the start of the program for Community-specific marketing needs (as approved by MassCEC). Of the initial \$2,500 Community marketing grant, up to \$1,000 may be used by the Community as a stipend for the Community Solar Coach. If the Community wishes to pay the Community Solar Coach a stipend, it is the responsibility of the Community to determine the feasibility and administration of

remitting such payment. If a Community can demonstrate that the \$2,500 marketing grant funds have been fully utilized and can further demonstrate a need for additional marketing funding, that Community may request up to an additional \$2,500 in standard Community marketing funds for the Solarize Mass program. This request must be made prior to the program sign up deadline, with sufficient time to impact the program.

Additional Marketing Grant Adders and Process

Communities may apply and be eligible for the following marketing grant adders ("Marketing Grant Adders"), in addition to the standard marketing grant of up to \$5,000 referenced above:

- Solarize Mass Plus Marketing Grant Adder (Up to an additional \$1,000 per technology) Communities applying for Solarize Mass Plus may request an additional \$1,000 per additional technology. Communities must demonstrate in their proposal narrative and budget how additional funds will be used to support outreach and education efforts for the complementary technology or technologies.
- Large Community Marketing Grant Adder (Up to an additional \$2,500) Community shall demonstrate that they have over 10,000 residential properties and clarify in their proposal and budget how the additional funds will be used to expand targeted outreach and engagement efforts.
- 3. Affordable Access Marketing Grant Adder (Up to an additional \$2,500)

Municipalities with a median household income below the state average and/or have at least 25% of their Census block groups that meet the Commonwealth's environmental justice criteria (data available in this <u>online PDF</u>) may request **an additional \$2,500**. To qualify for this adder the Community must demonstrate in the proposal narrative that they have a specific outreach plan to engage low and moderate-income residents or residents who qualify under the environmental justice criteria within that Community. This outreach plan should be in addition or complementary to the standard marketing and outreach efforts and may include designating a volunteer or volunteers who will focus on this portion of the Community's outreach efforts. Up to \$1,000 of the Affordable Access Marketing Grant Adder may be used as a stipend for a single volunteer or subset of volunteers who will focus their efforts on outreach to this Community segment. This may be the Solar Coach or a separate volunteer or volunteers.

If MassCEC finds a Community eligible for one or more Additional Marketing Grant Adders, MassCEC staff will work directly with the Community to disburse the additional funds.

Solarize Mass Plus Program Overview

The Solarize Mass Plus program uses the standard Solarize Mass model and offers an opportunity for Communities to pair outreach efforts to encourage solar PV adoption with an additional technology or technologies. MassCEC will partner with the Community to conduct a competitive solicitation for installers of both the solar PV and complementary technology, in which selected installers of all participating technologies will offer reduced pricing as part of the program. Solarize Mass Plus was piloted in 2017 in four Communities resulting in contracts for 27 solar hot water systems and 10 air source heat pump systems in addition to solar PV systems. See the MassCEC Success Story on the <u>Codman Farm</u> to learn more about these campaigns.

If applying to Solarize Mass Plus, the Community must propose the additional technology or technologies as part of its application, and if selected, may be eligible for up to \$1,000 in additional marketing funds for each additional technology. See section XI: Budget for more details.

Below is an overview of three technologies that pair well with solar PV, and a recommended process for Communities when considering whether to add one or more Solarize Mass Plus technologies to its application.

Communities interested in participating in Solarize Mass Plus may select one or more of the technologies listed in this section to promote as part of their outreach efforts.

Solarize Mass Plus Solar Hot Water

<u>Technology description</u>: A solar hot water system captures heat from sunlight and circulates the thermal energy to a property's water tank. Solar hot water systems reduce the usage of traditional water heating fuels (such as oil, electricity, or natural gas) and thereby reduce the amount spent purchasing these fuels. These systems do not fully replace conventional water heaters but can provide up to 80% of a building's total hot water needs. Solar hot water systems may also be installed to supplement a building's heating system.

If a site is suitable for a solar PV system, it is also likely suitable for solar hot water. Additionally, as work is already being done on the roof, solar hot water can be a cost-effective technology that can be installed at same time.

Factors for Suitability:

- Households that do not have sufficient roof space for a solar PV system may still have enough roof space for a solar hot water system. For residents who have already installed solar PV, MassCEC offers a \$500 PV co-location adder.
- The cost benefits of including solar hot water can be most compelling for residences that use electricity, oil, or propane to heat hot water or for new construction projects

without access to natural gas, including in communities currently under a natural gas moratorium. Review this <u>map</u> to see the number of households in your community that heat with high cost heating fuels.

Additional Technology Resources:

- <u>Click here</u> to learn more about solar hot water systems and associated incentives
- Solarize Mass Plus Solar Hot Water 101 Informational Sheet

Solarize Mass Plus Air-Source Heat Pumps

<u>Technology Description</u>: While traditional systems burn fuel to create heat, air-source heat pumps ("ASHP") work by moving heat into or out of a home. ASHPs are an efficient source of heating and cooling in cold climates like Massachusetts. Though they require electricity to operate, efficient ASHPs use 40% to 70% percent less electricity than traditional electric-resistance heating, and can use the clean, affordable electricity from a solar PV system to provide heating and cooling for a home.

Factors for Suitability:

- Because ASHPs operate with electricity, Communities with a high penetration of residential solar photovoltaic energy and/or access to cheaper than average electricity may be especially well suited for this technology.
- The cost benefits of air source heat pumps can be most compelling for residences that heat using electric baseboard heaters, oil, or propane, or for new construction projects without access to natural gas, including in communities currently under a natural gas moratorium. Review this <u>map</u> to see the number of households in your community that heat with high cost heating fuels.

ASHPs can be ductless, providing heating and cooling to individual rooms of the home, or ducted, using existing ductwork to serve as a central heating and cooling system. Most building types can be retrofitted without distribution upgrades, however, communities with newer homes with forced air distribution may also make good fits.

Additional Technology Resources:

- <u>Click here</u> to learn more about air-source heat pumps and associated incentives
- Solarize Mass Plus Air-Source Heat Pumps 101 Informational Sheet

Solarize Mass Plus Electric Vehicles

The Massachusetts Offers Rebates for Electric Vehicles ("MOR-EV") program aims to provide air pollution emission reductions for the Commonwealth by increasing the use of electric vehicles.

Switching to an electric vehicle maximizes the value of the clean, affordable electricity from your solar PV system. Although electric vehicles reduce the use of gasoline, the electricity used in the vehicle is only as clean as the local electric grid.⁷ By pairing an electric vehicle with a solar PV system, a resident can expand the impact of the clean electricity being produced at their property. Increasing demand for EV charging provides an opportunity for expanded use of solar PV, especially for sites where there is more roof or ground area for a system than electricity demand on site. Communities interested in pairing solar PV with electric vehicles are encouraged to engage with MassCEC to develop an action plan.

Additional Technology Resources:

- <u>Click here</u> for more information on electric vehicles, associated incentives, and <u>related</u> <u>resources</u>.
- Solarize Mass Plus EV 101 Informational Sheet

Process for Considering Technologies

When a Community is considering whether to include one or more technologies as part of its outreach efforts it should:

- 1. Review the resources available above to learn more about the different technologies.
- Use <u>this map</u> to understand the number of homes in the Community that heat with high cost home heating fuels. Additionally, review the number of homes in the Community that have installed a <u>solar PV system</u>s.
- 3. Get a sense of how many installers/dealerships are active in your area (<u>Air Source Heat</u> <u>Pump</u>, <u>Solar Hot Water</u>, <u>Electric Vehicles</u>).
- 4. Ask residents about interest in additional technologies.

MassCEC will consider proposals for complementary technologies other than those listed above on a case by case basis. When considering an additional technology, a Community should consider its potential benefits in pairing with solar PV. *Communities interested in additional technologies, other than those listed above should reach out to MassCEC prior to submitting an application to discuss the proposed additional technology (Solarize@MassCEC.com).* Communities should reach out to MassCEC if they have any questions or need further guidance regarding the Solarize Mass Plus program.

Installer Selection Process

The selected Solarize Mass Communities will partner with MassCEC as part of the solar PV installer procurement process. Communities participating in Solarize Mass Plus will partner with

⁷ See the Union of Concerned Scientists emissions calculator for more information: <u>http://www.ucsusa.org/clean-vehicles/electric-vehicles/ev-emissions-tool#z/02110///</u>

MassCEC to competitively procure both a solar PV installer and an installer or installers for the selected complementary technology or technologies (if multiple). For both program types, Communities will appoint an Installer Proposal Review Team.

MassCEC will issue an RFP for installers on behalf of the Community. MassCEC will engage with the Community to collaborate on drafting the RFP. MassCEC will then receive the Installer proposals on behalf of the Communities and provide the installer proposals that meet basic threshold requirements to the Installer Proposal Review Team for review.

MassCEC will also provide the Community or group of Communities with a MassCEC-appointed technical consultant to assist the Community in competitively selecting an installer. Technical Consultants will provide technical guidance and project management assistance, including:

- Compiling score-sheets;
- Scheduling and overseeing an installer proposal review call with the Communities;
- Scheduling and participating in interviews of a subset of installers, and;
- Scheduling and overseeing Community debrief discussions to assist in Community selection of an installer.

The Installer Proposal Review Team should be prepared to allocate appropriate time to review installer proposals and make a final selection within two months after Community selection. Communities that receive fewer than three (3) Installer proposals may ask MassCEC to re-bid the Installer RFP on their behalf.

In partnership with the Technical Consultant, the Installer Proposal Review Team will select the top scoring installers to interview. Once an installer is selected, MassCEC will then contract with the Installer on behalf of the Community for the remainder of the Solarize Mass program.

V. ESTIMATED TIMELINE

A proposed timeline for the RFP process and program is outlined below. <u>Please note that this is</u> an estimated timeline and dates may be subject to change.

2019 Solarize Massachusetts Schedule	Tentative Timeline
RFP for Communities: Released	October 25, 2018
Deadline to submit Community RFP Questions	Rolling
RFP for Communities: Due	Rolling – Applications accepted until April 30, 2019
MassCEC/DOER Threshold Review and Interview of Communities that submitted proposals	Within 4 weeks of completion of Threshold Review
Announce Selected Community(ies) / Request for Review and Resubmission	Within 6 weeks of Community proposal submittal

MassCEC and Community draft and launch of RFP for installers	Within 6 weeks of Community selection
Solarize Mass Community Volunteer Training	Within 4 – 6 weeks of Community selection
Solar Technical Consultant and Community review team review and score installer proposals	Within 3 weeks of receipt of installer proposals
Community-installer Interview Day	Within 5 weeks of receipt of installer proposals
Announce selected installers	Within 2 months of receipt of installer proposals
Outreach Strategy Development with installer	Approximately 1 week prior to public launch
Meet the installer Presentations with MassCEC and selected installer	Rolling
Customer Sign-Up Period Begins	After Installer selection announcement
Customer Sign-Up Period Ends	Approximately 5-months after installer selection
Deadline for Installations	1 year after contract signature

Timeline considerations:

- Seasonality of Community
- Time of year for proposed sign-up period
- Any other time of year factor that may affect resident availability or participation

IV. ELIGIBILITY

Eligible Communities:

- May not have participated in the 2018 Solarize Mass Program or the 2018 HeatSmart Mass Pilot;
- Must be serviced by an investor-owned electric utility (Eversource, National Grid, or Unitil) or <u>municipal lighting plant community</u> that pays into the Massachusetts Renewable Energy Trust;
- Must have at least 1,000 owner-occupied residences within their borders (Communities with fewer than 1,000 owner-occupied residences are eligible to apply if they partner with up to three additional municipalities and have a combined total of at least 1000 owner-occupied residences);⁸ and
- Must submit a completed application form by April 30, 2019. (Attachment A).

⁸ See section VIII regarding the requirements for group proposals.

VII. HOW TO APPLY

How to submit:

Proposals should be submitted via email to the Solarize Massachusetts Team at <u>Solarize@masscec.com</u>. Please note that MassCEC will not accept typed or electronic signatures unless validated by a third-party service such as DocuSign, Adobe Sign, or other service. Application submissions must have **"Solarize Massachusetts RFP-Community" or "Solarize Massachusetts Plus RFP-Community"** in the email subject line. Only complete proposals will be accepted and MassCEC, in its sole discretion, will determine whether an individual application is complete. Proposals must include all required information listed in the Proposal Checklist in Attachment A.

MassCEC will return an application to a Community if any key aspect of the Community proposal or marketing plan lacks clarity or designated volunteer resources needed for a successful program or does not meet programmatic or timeline requirements. MassCEC may provide feedback to the Community after review of an application and the Community may elect to resubmit an application, taking any feedback into account. Please see marketing proposals from Communities that have previously participated in the Solarize Mass program (available at http://www.masscec.com/solarize-mass under the Program Background tab).

What to submit:

Prior to Submitting a Proposal:

(Requested, not required) Email of intent: At the start of the application process, interested applicants are asked to submit an email to <u>Solarize@masscec.com</u> to indicate that the applicant is intending to submit an application. This information is helpful for planning purposes, and additionally, MassCEC staff are happy to answer any questions.

Proposals must contain the following:

- Completed and signed Attachment A: Community Proposal Checklist and Application Form
- □ Letter from municipal Chief Executive Officer, with:
 - o Statement of Commitment
 - o Identification of Municipal Representative
 - o Identification of Community Solar Coach
 - Demonstration of experience with a solar PV project or solar or community engagement related activities (if applicable)
 - Confirmation of review of MassCEC-Community Contract (Addendum 1), and any comments

- Provide insight into whether or not the Community Energy or Sustainability Committee will be involved in administering a Solarize Mass campaign.
- □ **Terms and Conditions Review and Comments**: Review the Terms and Conditions in the *Example MassCEC-Community Contract* (Addendum 1).
- □ Community Solar Coach Personal Statement: Attach a statement (≤ 300 words) demonstrating interest, commitment and expected role in the program, and confirming review of the *Example Community Solar Coach Program Duties and Commitments* (Addendum 2).

Optional items:

- □ Attach a Letter from the Community Energy or Sustainability Committee (if in existence) demonstrating support for a Solarize Mass program in the Community.
- Attach letters of commitment or support from collaborators (non-profits, local financial institutions, local/regional planning organizations, secondary/higher education institutions, MassSave® program administrators ("PA's")), or low and moderate-income consumer advocates.

VIII. SELECTION CRITERIA

Proposals will be evaluated on the criteria below:

- Overall quality: well-thought-out proposal components;
- Team: degree of team's outreach experience, breakout of volunteer roles, demonstration of volunteer team capacity to drive program and the breadth of partnerships identified in proposal. Additional consideration will be given to Communities that can demonstrate one or more of the following: municipal support for the Solarize Mass program, support from a collaborator entity such as a local financial institution, non-profit, local/regional planning organization, secondary and higher education institutions, MassSave® Program Administrators, or low and moderate-income consumer advocates;
- Community experience with solar PV and/or other clean energy technologies: experience through a municipal project, or other clean energy technology related activities or initiatives;
- Marketing plan and budget: overall quality, scope and creativity of marketing plan, adherence to the <u>Solarize Mass Community Best Practices</u> Timeline, including consideration of sign-up period, and use of grant budget; demonstrating review of <u>2011 Solarize Mass Pilot Overview</u>, <u>2012 Solarize Mass Program Update</u>, and previous

Solarize Mass community marketing plans. Demonstration of outreach to volunteers from Communities that have previously participated will also be viewed favorably;

- Solarize Mass Plus proposal (if applicable): demonstrate why Community may be a good fit for pairing solar PV with each additional technology, and demonstration of resident interest (see local interest section in Attachment A), and plan to build into outreach and education campaign.
- Additional grant funding proposal: provide clear demonstration that the Community meets the additional grant funding criteria and have provided a clear outreach plan of action if applying for the Affordable Access adder;
 - **Note:** qualification for additional grant funding does not affect your consideration for the program, in general.
- Permitting: degree to which Community can outline the permitting process for solar PV projects (and other technology if participating Solarize Mass Plus) and identify any process or cost streamlining efforts; confirmation that building inspector is aware of application.
- Demonstration of local interest: clear demonstration of initial outreach, such as a survey, to gauge Community interest;
- Additional resources: the extent to which additional resources (both financial and otherwise) are identified and potentially committed to the program;
- **Group proposal (if applicable)**: clarify proposed advantages to responding to the RFP as a group rather than as individual Communities;

IX. CONTACT INFORMATION FOR QUESTIONS

Please submit all questions to the Solarize Mass staff, at solarize@masscec.com.

Informational Webinar:

A webinar to provide an overview of the Solarize Mass program and instructions for the completing the RFP is available for registration and can be found under the "How Do I Apply?" Section of the Solarize Mass website (<u>www.solarizemass.com</u>). Designed for the rolling application period, the content and instructions are consistent for the RFP completion at any time.

X. GENERAL REQUEST FOR PROPOSALS CONDITIONS

NOTICE OF PUBLIC DISCLOSURE

As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at Chapter 66 of the Massachusetts General Laws. Thus, any documentary material, data, or other information received by MassCEC from an applicant is a public record subject to disclosure.

Applicants shall not send MassCEC any confidential or sensitive information in response to this RFP.

DISCLAIMER & WAIVER AUTHORITY

This RFP does not commit MassCEC to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. MassCEC reserves the right to accept or reject any or all applications received, waive minor irregularities in submittal requirements, modify the anticipated timeline, request modification of the application, negotiate with all qualified applicants, cancel or modify the RFP in part or in its entirety, or change the application guidelines, when it is in its best interests.

This RFP has been distributed electronically using MassCEC's website. It is the responsibility of applicants to check the website for any addenda or modifications to a RFP to which they intend to respond. MassCEC accepts no liability and will provide no accommodation to applicants who submit an application based on an out-of-date RFP document.

CONTRACT REQUIREMENTS

Upon MassCEC's authorization to proceed with the proposal, MassCEC and the awarded applicant(s) will execute a contract which will set forth the respective roles and responsibilities of the parties.

ADDENDUM 1: SAMPLE FORM OF AGREEMENT

Example MassCEC-Community Contract

[DATE]

[COMMUNITY]

Re: Solarize Massachusetts Program

Dear [COMMUNITY],

Congratulations on being selected to participate in the Solarize Massachusetts Program (the "<u>Program</u>"). The Massachusetts Clean Energy Center ("<u>MassCEC</u>") is excited to collaborate with you to increase outreach, education and adoption of solar photovoltaic ("<u>PV</u>") systems within your community.

This letter (the "<u>Letter Agreement</u>") will set out the mutual understanding between MassCEC and [COMMUNITY] ("<u>Community</u>") regarding the Community's participation in the Program and the provision of marketing materials to the Community by MassCEC. Capitalized terms used and not otherwise defined in this Letter Agreement shall have the meanings ascribed to such terms in the RFP.

1. Solarize Massachusetts Program

a) The Community agrees to participate in the Program, which will drive the community adoption of solar PV projects through a partnership with MassCEC and the solar installer (the "<u>Installer</u>") selected by the Community (with assistance from MassCEC and a solar technical consultant selected by MassCEC (the "<u>Consultant</u>")) through a competitive process. The Community will have the option of choosing tiered or fixed pricing.

2. Marketing Grant

a) MassCEC will provide the Community with a Marketing Grant (as defined below) and in-kind services, including but not limited to, template marketing documents and trainings (the "<u>Materials</u>") for the selected "<u>Solar Coach</u>" and "<u>Municipal Representative</u>." MassCEC will also participate and lead in certain Community events, including the "<u>Meet the Installer</u>" presentation.

b) In accordance with Section 4 below, MassCEC will provide the Community with up to two base marketing grants of up to **Two Thousand Five Hundred Dollars (\$2,500)** (each, a "<u>Marketing Grant</u>"). The reimbursement of any marketing expenses ("Expenses") must be directly related to the Program and approved by MassCEC in advance and in writing. Such Expenses may include, but are not limited to, the costs of printing the Materials, postage for mailings, and any fees/deposits necessary to secure venues for Community meetings. The Community may allocate up to **One Thousand Dollars (\$1,000)** of the Marketing Grants as a stipend for the Solar Coach or other designee for services rendered during the Program (the "<u>Stipend</u>"). It is the responsibility of the Community to determine whether to, and how to, allocate the Stipend to the Community Solar Coach. Additionally, the Community will provide one or both of the following options to one or more residents who volunteer their time during the Sign-Up Period of the Program ("<u>Volunteer(s)</u>):

- i. Confirmation that the Reimbursement Funds may be used to reimburse for sales tax incurred on pre-approved marketing expenses and reimburse accordingly
- ii. An alternatively approved method for proving sales tax exemption, such as providing Volunteers with a Tax- Exempt Certificate for use at point of purchase

c) Acting in its sole discretion, MassCEC may elect to provide the Community a second Marketing Grant if and when the Community demonstrates that (i) the first Marketing Grant was used for Expenses approved by MassCEC and (ii) the Community needs an additional Marketing Grant to successfully complete the Program.

d) [If applicable] MassCEC has determined the Community is eligible for the following additional marketing grant(s) ("<u>Marketing Grant Adder(s)</u>"):

- i. [] Solarize Mass Plus Marketing Grant Adder, of up to \$1,000 per additional technology, as approved by MassCEC;
- ii. [] Large Community Marketing Grant Adder, of up to \$2,500 (provided the Community has 10,000 or more residential properties and the MassCEC has approved a proposal for the Community to use the Large Community Marketing Grant Adder to expand targeted outreach and engagement efforts directly related to the Program);
- iii. [] Affordable Access Marketing Grant Adder, of up to \$2,500 (provided the Community has [a median household income below the state average / at least 25% of Census block groups that meet the Commonwealth's environmental justice criteria], and MassCEC has approved a plan to reach low- and moderate- income residents).

The Community acknowledges that MassCEC is under no obligation to transfer all or any portion of the Marketing Grants or Marketing Grant Adders to the Community if the Community does not satisfy any requirements provided in this Letter Agreement.

3. Community Commitment and Deliverables

The Community agrees and acknowledges that it shall:

a) Ensure that the Community-designated installer proposal review team will be the lead participant in the competitive selection of the Installer;

b) Cooperate and collaborate with MassCEC, the selected Installer, and the selected Solar Coach;

c) Ensure that the Solar Coach agrees to, signs, and abides by the Program Community Solar Coach Duties and Commitments form;

d) Ensure that all members of the installer proposal review team agree to, sign, and abide by the MassCEC Installer Review Form. Form to be provided by MassCEC upon selection;

e) Refer to the Program as "Solarize Massachusetts" or "Solarize Mass," or if applicable, "Solarize Mass Plus" in all Materials and marketing efforts;

f) Make a reasonable effort to participate every other week in a conference call between MassCEC, the Solar Coach and the Installer;

g) Direct individuals interested in participating in the Program to <u>www.solarizemass.com</u> or in the event that the Community sets up its own website to publicize the Program, link to MassCEC's Solarize Massachusetts website;

h) Request and receive approval from MassCEC for all Community-developed Materials in advance of distribution;

i) Ensure that MassCEC shall have the right to make use of and disseminate, in whole or in part, all work products, reports, and other information produced by the Community in the course of the Program;

j) Include the "MassCEC," "DOER," "Solarize Mass" and "Installer" logos on **any and all** Materials that may be developed directly by the Community;

k) Provide MassCEC, upon request, with all email addresses of leads and contacts collected through the Program;

I) Notify MassCEC in advance and collaborate with MassCEC on any events or news conferences concerning the Program;

m) Request and receive MassCEC's prior written approval for all media produced by the Community, provided that in such media produced by the Community, the Community will not represent that positions taken or advanced by it represent the opinion or position of MassCEC;

 n) Develop and track a plan to disperse Materials to be provided to MassCEC to evaluate how successful various disbursement methods were relative to the sign-up and adoption rate within the Community;

o) License or otherwise make available to MassCEC in perpetuity, without charge, all nonconfidential Materials prepared and produced for the Program, including without limitation, all plans and analyses developed in connection with the Program for MassCEC's use and public dissemination;

p) Provide feedback at the end of the Program to assist MassCEC in the analysis of the efficacy of different outreach strategies and community drivers in increasing community adoption of solar PV systems;

q) Use the Marketing Grants and Marketing Grant Adders only for Program-related marketing, outreach and education efforts (or for the Stipend, if applicable);

r) Maintain accurate records of cost accounting;

s) At the close of the sign-up period of the Program, provide MassCEC with an itemized list of Expenses or Stipend, if applicable; and

t) If applicable, seek MassCEC's prior written approval of a plan detailing how any remaining Marketing Grants or, if applicable, Marketing Grant Adders will be used for solar-related efforts within the Community at the close of the Program, provided that the Community will reimburse the remaining Marketing Grants or, if applicable, Marketing Grant Adders if such written plan is not provided to and approved by MassCEC in writing within three months of the close of the Program sign-up period.

4. Invoice and Payment Terms

a) All Expenses must be approved by MassCEC in advance and in writing, by email, to be considered for reimbursement by the Community, and;

b) The first Marketing Grant shall become payable by MassCEC within forty-five (45) days of receipt by MassCEC of a signed scanned copy of this Letter Agreement. If applicable, the second Marketing Grant shall become payable by MassCEC within forty-five (45) days of receipt by MassCEC of complete and satisfactory documentation demonstrating that the Community meets the two requirements provided in Section 2(b) of this Letter Agreement, as determined by MassCEC in its sole discretion.

c) If applicable, the Marketing Grant Adders shall become payable by MassCEC within forty-five (45) days of receipt by MassCEC of complete and satisfactory documentation of Community's request for disbursement and plan for use of the Marketing Grant Adder funds, as determined by MassCEC in its sole discretion.

5. <u>Term and Termination</u>

a) This Letter Agreement shall take effect as of the first date listed above (the "<u>Effective Date</u>") and shall remain in effect for the duration of the Program, which will last one year after close date of the Community program (the "<u>Term</u>").

b) This Letter Agreement may be terminated by MassCEC with thirty (30) days written notice to the Community if the Community is in material breach of any term of the Letter Agreement, and such breach has not been cured within the thirty (30) day period. In the event of such termination, the Community shall return to MassCEC all Reimbursement Funds not utilized for Expenses approved and incurred prior to termination.

c) MassCEC may terminate this Letter Agreement in the event of loss of availability of sufficient funds for the purposes of this Letter Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate MassCEC action inconsistent with performing its obligations under this Letter Agreement.

6. General Terms and Conditions

a) <u>Indemnification</u>. To the fullest extent permitted by law, the Community shall indemnify and hold harmless the Commonwealth, MassCEC, and each of their respective agents, officers, directors and employees (together with the Commonwealth, MassCEC the "<u>Covered Persons</u>") from and against any and all

liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards related to or arising out of the Materials or Reimbursement Funds (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person related to or arising out of the Materials or Reimbursement Funds resulting from (i) the breach of any of the terms of this Letter Agreement or any false representation by the Community, or (ii) any negligent acts or omissions or reckless or intentional misconduct of the Community or any of the Community's agents, officers, directors, employees or subcontractors. Without limiting the foregoing, the Community shall indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by the Community or any agents, officers, directors, employees or subcontractors. The foregoing notwithstanding, the Community shall not be liable for (i) any Damages sustained, incurred or suffered by or imposed upon any Covered Person resulting from any negligent acts or omissions or reckless misconduct of MassCEC, and (ii) except for liability for death or personal injury caused by the negligence or willful misconduct of Community or for claims of infringement of a third party's intellectual property by Community, the aggregate liability of the Community under this Letter Agreement shall not exceed the greater of the amount of the Marketing Grant and Marketing Grant Adder funds received or the amount recovered under any applicable insurance coverage.

b) <u>Compliance with Law</u>. Community agrees to comply with all applicable federal, state, and local statutes, rules, regulations, and permitting requirements, including, but not limited to, all laws promoting fair employment practices or prohibiting employment discrimination and unfair labor practices, and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, or for exercising any rights afforded by law.

Audit. At any time prior to the conclusion of the Program and as otherwise provided in this c) section, MassCEC shall have the right to audit Community's or its other agents' records to confirm the use of the Grant awarded under this Letter Agreement. If such audit reveals that any portion of such funds was used for purposes not permitted under the Letter Agreement (a "Nonconformance Event"), then Community shall refund to MassCEC the amount determined by such audit to have been improperly used within thirty (30) days of Community's receipt of such audit and demand. In the event such audit reveals a Nonconformance Event, MassCEC shall be entitled to immediately terminate this Letter Agreement and discontinue disbursing Reimbursement Funds to the Community from the date the audit is completed, subject to any limitations set forth by Section 5. Community shall maintain books, records, and other compilations of data pertaining to the funds paid pursuant to this Agreement to the extent and in such detail as to properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under the Letter Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit, or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassCEC or the Commonwealth or any of their duly authorized representatives 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 Community which pertain to the provisions and requirements of this Letter Agreement. Such access may include on-site audits, review, and copying of records.

d) <u>Lobbying</u>. No Marketing Grant or Marketing Grant Adder funds may be used for any activities to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing "legislative agent" or "executive agent" set forth in the Massachusetts Lobbying Law, M.G.L. c.3, §39.

e) <u>Public Records and CTHRU</u>. As a public entity, MassCEC is subject to Massachusetts' Public Records Law, codified at M.G.L. c. 66. Thus, any documentary material, data, or other information received by MassCEC is a public record subject to disclosure. Community acknowledges and agrees that MassCEC, in its sole discretion, shall determine whether any particular document, material, data or other information is exempt from or subject to public disclosure. Community agrees and acknowledges that it shall not send MassCEC any confidential or sensitive information under this Letter Agreement. Community agrees and acknowledges that MassCEC shall have the right to disclose the name of Community and/or payee, the amount of the payment, and any other information it may deem reasonably necessary on CTHRU, the Commonwealth of Massachusetts' online database of state spending, or any other applicable state spending website.

f) <u>Waivers</u>. Conditions, covenants, duties, and obligations contained in this Agreement may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

g) <u>W-9 Tax Forms and Grant Taxability</u>. Community shall provide MassCEC with a properly completed United States Internal Revenue Service ("<u>IRS</u>") Form W-9 (the "<u>W-9</u>"). Failure to provide the W-9 shall be grounds for withholding Reimbursement Funds until such W-9 is received. W-9s shall be emailed to <u>finance@masscec.com</u>. Reimbursement Funds may be considered taxable income by the IRS and the Massachusetts Department of Revenue. Community is solely responsible for any failure to timely consult with a tax professional to determine the federal and/or state tax implications of this Letter Agreement. MassCEC will issue an IRS Form 1099 to each Community. For all tax-exempt entities (including government entities), a tax-exemption certificate or IRS tax-exemption determination letter must be emailed to finance@masscec.com.

h) <u>Independent Status</u>. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venture, or principal and agent between MassCEC and the Community, its employees, agents, or officers.

i) <u>Disclaimer</u>. Following the date hereof, the Consultant shall provide Community with written or oral advice, guidance and recommendations in connection with its participation in the Program regarding technology applicability or performance, economic benefits, project performance, marketing guidance, environmental impacts, etc. (collectively, "<u>Technical Advice</u>"). Community agrees and acknowledges that (i) any and all such Technical Advice is being provided solely and exclusively by the Consultant; and (ii) MassCEC does not make any representations and warranties or guarantees of any kind or nature, either expressed or implied, as to any Technical Advice provided by the Consultant to the Community at any time during the Term.

j) <u>Counterparts</u>. This Letter Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

k) <u>Amendments, Entire Agreement, and Attachments</u>. All conditions, covenants, duties and obligations contained in this Letter Agreement may be amended only through a written amendment signed by the Community and MassCEC. The parties understand and agree that this Letter Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the Program set forth herein.

MassCEC is excited to work with the Community to launch this innovative business model and increase solar adoption within your community. If you accept the terms and conditions referenced herein, please sign and scan one original copy of this letter and email to <u>Solarize@MassCEC.com</u>. Please note that MassCEC will not accept electronic signatures, unless validated by a third-party service such as DocuSign, Adobe Sign, or other service. Please maintain one original copy of this letter for your records.

Very truly yours,

Stephen Pike Chief Executive Officer

Accepted & Agreed

[COMMUNITY]

Ву: _____

Name: _____

Title: _____

Date: _____

ADDENDUM 2: EXAMPLE COMMUNITY SOLAR COACH DUTIES AND COMMITMENTS FORM

Example Community Solar Coach Program Duties and Commitments Form

The following outlines the duties and commitments that apply to a Community Solar Coach ("Coach") for the Town/City of [TOWN/CITY] (the "Community") for the Solarize Massachusetts Program (the "Program"). By signing below, you agree to the following terms and conditions.

- a) I understand and agree that the Massachusetts Clean Energy Center ("MassCEC") and the Community are relying on my promise to volunteer as a Coach and accordingly, I must be available to meet the requirements of this position. I agree to promote participation in the Program to the residents in the Community and work diligently with the Installer and Community in outreach efforts to increase the adoption of solar photovoltaic ("PV") systems. Further, I agree to cooperate fully with MassCEC, the Installer, and the Community.
- b) I understand and agree that as a Coach for this Program, I may be subject to the Massachusetts Conflict of Interest Law (M.G.L. c. 268A). I also understand that it is my obligation to be knowledgeable of the conflict of interest rules that may apply, and if in doubt, I shall contact the State Ethics Commission to fully determine whether I may be subject to any conflict of interest issues (See <u>http://www.mass.gov/ethics/contact-us.html</u>). In the event the State Ethics Commission determines that a conflict does exist, I will immediately notify MassCEC.
- c) I shall disclose to MassCEC if at any time during the Program I become employed by or consult for a solar PV installation company that installs residential solar PV systems in Massachusetts. I understand that MassCEC reserves the right to remove me as a Coach and the Community will be responsible for re-designating someone in the Coach position.
- d) I agree to only distribute Program marketing and communications materials that have been distributed by or have been pre-approved by MassCEC, in its sole discretion. I agree to abide by Program branding rules, which requires me to appropriately label all program materials and communications with the "Solarize Mass" name, logo, website address, twitter hash tag, and/or phone number, as appropriate. I understand that "MassCEC", "DOER", "Solarize Mass", "Community", and "Installer" names and logos need to be included on all materials when appropriate. Furthermore, I agree to assist the Community to distribute Program marketing and communications materials.
- e) I understand that as a Coach, I am a volunteer organizer and am not authorized to speak as a spokesperson on behalf of the Commonwealth of Massachusetts or MassCEC. Such disclaimer shall be disclosed when speaking with members of the press, public or, where appropriate, in private conversations during the course of the Program.
- f) I agree to serve as the point of contact for the Community and will only answer questions from resident's regarding basic questions about solar PV, including incentives. Further, I agree to facilitate communication between MassCEC, the selected Installer, and the community Municipal Representative contact.

- g) I understand that I will be responsible for collaborating with MassCEC and the Community to organize community meetings and identify volunteers to support outreach efforts.
- h) I understand that I am required to participate in MassCEC's Community Solar Coach training which will provide me with the tools to assist during the Program in answering common questions about solar PV, including incentives.
- i) I understand that I will be required to be available to participate in regular calls with MassCEC and the Installer, both for regularly scheduled (bi-weekly) status updates, and as needed.
- j) I acknowledge and agree that I will not disclose, share or utilize the contact information of individuals that sign up for the Program with non-affiliated parties, without MassCEC's prior approval. I agree to provide MassCEC, upon request, with all email addresses of leads and contacts collected through the Program.
- k) I agree to provide feedback at the end of the Program to assist MassCEC in the analysis of the efficacy of different outreach strategies and community drivers in increasing community adoption of solar.
- If applicable, I agree not to share my password or otherwise grant access to information technology resources established and used for purposes of the Program. This includes, but is not limited to, email accounts and the online calendar associated with the Program website.

My signature below indicates that I have read, and I agree with all terms and conditions, and am prepared to fulfill all responsibilities as a Community Solar Coach. I acknowledge that MassCEC reserves the right to remove me as a Community Solar Coach if I do not fulfill my obligations as delineated above or demonstrate an inability to abide by, or otherwise disregard, the above or any Program requirements.

Signature:

Name (Please Print): _____

Date: _____

INTERVIEWS – Thursday, August 29, 2019 – 10:30 AM

r

TIME	APPLICANT:	VACANCY	<u>TERM</u>
10:30 AM	Donna J. Kalinick	Community Preservation Committee Selectmen's Appointment	Full Term Exp 6/30/2021
10:45 AM	James Donovan	Community Preservation Committee Full Ex-officio Member from Real Estate & Open Space Committee	Exp 6/30/2020





CITIZEN'S COMMITTEE VACANCY FORM VOLUNTEER NOW -- SERVE YOUR COMMUNITY

Town government needs citizens who are willing to give time in the service of their community. This form was adopted by the Selectmen as a means of compiling names of interested citizens to serve, on a voluntary basis, on Boards and Committees and Commissions

Vacancy Forms are updated to include categories consistent with the changing needs of the Town. Indicate your order of preference and return this form to:

CITIZEN'S COMMITTEE VACANCY FORM					
BOARD OF SELECTMEN					
732 Main Street, Harwich, MA 02645					
Name DONNA Kalinia Street/P.O. Box 1	Haskell Town Harwich Zip 02645				
Occupation Acsistant Email INNK	eeperd @ Telephone 508 680				
TOWN Administrator of Brewster	preference, net 2103				
PLANNING AND PRESERVATION	<u>OTHER</u>				
() Agricultural Commission	() *Board of Assessors				
() *Board of Appeals	() *Board of Health				
() Brooks Academy Museum Commission	() Capital Outlay Committee				
() Building Code Board of Appeals	() Cemetery Commission				
() By-law/Charter Review Committee	() Community Center Facilities Committee				
(Community Preservation Committee)	() Constable				
()*Conservation Commission	() Council on Aging				
() Cultural Council	() Disability Rights Committee				
() Historical/Historic District Commission	() Pinance Committee				
() *Planning Board	() Harwich Housing Committee				
() Real Estate, Open Space Committee	() Herring Supervisor (Voluntary)				
() Town Forest Committee	() Saguatucket Development Committee				
() Traffic Safety Committee	() Shellfish Constable (Voluntary)				
() Trail Committee	() Treasure Chest Committee				
() Harwich Energy Committee	() Wastewater Support Committee				
() OTHER	() Youth Services Committee				
	() Voter Information Committee				
<u>RECREATION</u>					

() Bikeways Committee

- () Golf Committee
- () Recreation & Youth Commission

() Waterways Committee

* Please include a resume with form

EDUCATIONAL BACKGROUND;

See resume

RELEVANT SKILLS:

see resume

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD:

I moved to Harwick a year ago and I am dedicated to quality public Service and community service. I am interested in using my voot municipal Knowledge to contribute to the town that gam a resident in. I will represent the Board in a fair, moadured word a historic an indentic Knowledge of CPC.



Habitat for Humanity of Cape Cod

411 Main Street – Suite 6 • Yarmouthport, MA 02675 508-362-3559 • fax 508-362-3569 • www.habitatcapecod.org

September 4, 2019

To:

Dawn Granquist **Owner** 6 Gomes Way Harwich, MA 02645

Board of Selectmen **Town of Harwich** 732 Main St. Harwich, MA 02645

Barnstable County HOME Program

Barnstable County Department of Human Services P.O. Box 427, 3195 Main St., Barnstable, MA 02630 Office: 508/744-1224 Fax: 508/362-0290

This notice is responsive to the Letter of Intent to Sell by homeowner Dawn Granquist of 6 Gomes Way, Harwich, which was dated August 7 and received by Habitat on August 9.

I am writing to inform all parties that Habitat for Humanity of Cape Cod, Inc. will <u>not</u> be exercising its option to locate an eligible purchaser for this home, nor to purchase the home.

I hope and trust this sale will still go smoothly whether with the assistance of the Town, or by Ms. Granquist working directly with Gael Kelleher of HAC or by any other legitimate means per the deed rider.

Habitat, through myself or staff person, Beth Wade, will continue to stand ready to respond efficiently to requests for information or discussions needed to faciliate this sale, including any review/agreement that may be needed between Town, County and Habitat, to finalize the version of the deed rider that will go into effect upon this sale.

• On a personal note – Dawn – I wish you well. As you know, I knew you primarily from the time of construction of your home when you and your son were lovely, positive and energetic partners and participants in our program.

Sincerely, 10-12 Victoria Goldsmith **Executive** Director

Dawn Granquist

6 Gomes Way Harwich, MA 02645 (508) 367-5213 granquist73dawn@yahoo.com

7th August 2019



To whom it may concern;

I, Dawn Granquist homeowner of 6 Gomes Way in Harwich, am giving official notice of my intention to sell my Habitat for Humanity home. This home was purchased by me on November 17th 2009. I am planning to move out of state, and I am hoping to have sold the home so I can move in the beginning of October 2019. You can reach me on my cell phone #: (508) 367-5213 or at my email address: granquist73dawn@yahoo.com. I look forward to hearing from you, in regards to selling my home. Thank you for any assistance with this process.

Sincerely,

Dawn Granquist

Dawn Dranquist

Christopher Clark

From:	Vicki Goldsmith <vg@habitatcapecod.org></vg@habitatcapecod.org>
Sent:	Wednesday, September 04, 2019 2:09 PM
То:	Christopher Clark
Cc:	Elizabeth Wade; Pelinda Deegan; Charleen Greenhalgh
Subject:	RE: Affordable home resales
Attachments:	Habitat 6 Gomes notice.pdf

Dear Chris, I am sending you this notice for the Board of Selectmen. It was posted by mail today, as well, as required.

Best regards,

Vicki Victoria Goldsmith, Executive Director Habitat for Humanity of Cape Cod 411 Main St. (6A), Yarmouth Port, MA 02675 Phone - 508 362 3559 x15 Fax - 508 362 3569 vg@habitatcapecod.org Building homes, changing lives, preserving community.

TOWN OF HARWICH POLICY FOR DISPOSITION OF SURPLUS GOODS AND EQUIPMENT

1. If the surplus goods or equipment have no resale or salvage value less than \$100, the Department Head shall determine how best to dispose of such property at the least cost to the town and keep a record of the disposition

2. If the surplus property is determined by the Department Head to have resale or salvage value of less than \$5,000, and the Department Head has offered it and determined that no other department has an interest in the property, the property may be disposed of pursuant to the procedure set forth below in subsection A and B.

A. The Department Head shall solicit written bids/ quotes from at least 2 individuals or companies that may be interested in the item, maintaining a written record of the names and addresses of the individuals and/or companies from which a bid /quote was solicited;

B. The Department Head shall also advertise the surplus property for sale on the town website or on any internet site that offers such property for sale at least 14 calendar days prior to the sale. Any such advertisement shall state the sale date, the date by which a sealed bid/ quote shall be submitted to the town, and shall prescribe a format in which a sealed bid / written quote shall be submitted (written and delivered to a prescribed address).

3. If the surplus property is determined to have resale or salvage value greater than \$5,000, it must first be declared as surplus by the Board of Selectmen, and then may be disposed of in conformance with the procedures of Massachusetts General Laws Chapter 30B.

Approved by the Board of Selectmen on February 21, 2012.

First Reading: February 6, 2012 Second Reading: February 13, 2012 Third Reading: February 21, 2012



CONTRACT ADDENDUM

PROPERTY NAME: Hinckleys Pond – Harwich, MA CONTRACT DATE: August 19, 2019 SUBMITTED TO: Mr. Heinz Proft, Town of Harwich SUBMITTED BY: Joe Onorato, SOLitude Lake Management SPECIFICATIONS: This document serves as an addendum to the previously executed contract for the application of Alum to Hinckleys Pond. The price indicated in this contract shall be billed in addition to the original contract amount and have all the same terms and for the same time period as the existing contract.

We are writing to lay out a monitoring program relating to the upcoming aluminum treatment of Hinckleys Pond in Harwich. It is our understanding that monitoring has been conducted twice per month in July and August with testing for temperature, turbidity, Secchi transparency, pH, alkalinity, total nitrogen, total phosphorus and algal pigments. There is also past monitoring from the CDM/WRS study from 2011 and various PALS data from late summer monitoring. Only one immediate pre-treatment monitoring event appears necessary at this point.

That immediate pre-treatment monitoring event would include temperature, dissolved oxygen, pH, conductivity, turbidity, and chlorophyll-a at a central location (deepest point in pond) at 1-meter intervals (8 discrete depths), plus total and dissolved phosphorus and dissolved aluminum at 2-meter intervals (4 discrete depths). Secchi transparency will be recorded and both phytoplankton and zooplankton samples will be collected. Additionally, underwater video transects will be recorded along at least 3 GPS-located transects from shore to deep water to document the presence and condition of mussels, plants and other sessile organisms. A shoreline survey for any distressed fish will also be conducted. This survey would occur on September 9th, unless treatment is to start early that day, in which case it will be conducted on September 8th.

Monitoring during the treatment will focus on pH, alkalinity, and detection of any stressed organisms. One station outside the treatment area will be assessed for pH and alkalinity each day near the start of treatment, mid-day, and near the end of treatment. One station in each treated sector (likely to be 2 per day) will be similarly assessed. More frequent measures will be made in the first two days of treatment to ensure that everything is working as planned. Near the start of treatment, the depth of initial mixing and rate of floc settling will be assessed with an underwater video system. At the conclusion of treatment or before treatment the next day (the latter may be more insightful and light may be limiting at the end of treatment each day) the floc zone and portion of the lake downwind of the treatment area will be inspected for any distressed organisms. The monitoring crew will coordinate with the treatment crew to keep them informed of any issues and make any necessary adjustments to improve treatment effectiveness and minimize any adverse impacts.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Hinckleys Pond – Harwich, MA Contract Addendum Page **2** of **2**



The immediate pre-treatment monitoring will be repeated in its entirety within a week of the completion of all treatment. Water quality assessment, clarity measurement, and plankton sampling from the immediate pre-treatment program will be repeated one month later (expected to be mid-to late October) and again monthly in May through October of 2020. A report for the immediate pre-treatment through October 2019 monitoring will be provided by the end of 2019 and expanded to include all 2020 monitoring by the end of 2020.

This program meets all requirements of the Order of Conditions issued for this project and is consistent with programs conducted for other aluminum treatments. All work will be performed by Water Resource Services, Inc. in coordination with SOLitude Lake Management.

Task	Hours	Labor Cost	Direct Cost	Total \$
Immediate pre-treatment monitoring with prep	12	\$1,944	\$486	\$2,430
Monitoring during treatment	80	\$12,960	\$2,160	\$15,120
Post-treatment monitoring 2019	20	\$3,240	\$972	\$4,212
Post-treatment monitoring 2020	60	\$9,720	\$2,916	\$12,636
Reporting	20	\$3,240		\$3,240
Total	192	\$31,104	\$6,534	\$37,638

ADDITIONAL CONTRACT PRICE: \$37,638.00*

* The cost for this monitoring support is provided in the table above. If less time or expense is needed (e.g., fewer application days, easier monitoring, reduction in aluminum monitoring) only time actually spent or costs actually expended would be invoiced.

APPROVED:

_____ Town of Harwich

(Authorized Signature)

(Print Name and Title)

(Date)

SÕLitude Lake Management®

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Cape Cod Tornado Response Report August 15-September 3, 2019

Hosted Teams:

Chainsaw Team From Louisiana
 Chainsaw Team From Virginia
 Chainsaw Teams From Kentucky
 Feeding Team From Kentucky
 Chaplain Team From Kentucky
 MIT Team from New England
 Chainsaw Teams From New England
 Chaplain Team From New England

9 Teams 9 Members

- 9 Members
- 15 Members
- 5 Members
- 2 Members
- 2 Members
- 1-2 Members
- 1-2 Member and 1-8 Member
- 1-2 Member

5 Other State Teams lined up

Tennessee Virginia Ohio Texas Illinois

Hosted Volunteers

Volunteer Days Volunteer Hours FEMA Value of Volunteer Hours Total Value of Volunteer Hours 54 Volunteers as of 9/2/19 313 Days 2586.25 Volunteer Hours \$32.00/Volunteer Hour \$82,760.00

Households Affected:

Our starting list consisted of 104 vulnerable population clients and it grew to 121 by August 30 and was still growing. We partnered with Council of Aging in Harwich, Dennis and Yarmouth; Emergency Management from Barnstable County and Massachusetts Emergency Management for the Mission Assignment to help these clients get cleaned up after the 3 tornadoes. We also partnered with Harwich Cultural Center for housing, the Harwich Community Center for showers, Harwich Public Works Department for fuel assistance, Yarmouth Town Planning, Yarmouth Public Works and Yarmouth Resort for my housing.

Total Households Affected as of 9/1/19	128 Households
Households helped in Harwich	30
Households helped in Dennis	3
Households helped in Yarmouth	29
Households helped in Yarmouth Port	1
Total Households helped as of 8/31/19	63
Households still needing help	3; 2 in Harwich and 1 in Yarmouth
Households couldn't find or fell through '	14; 9 fell through the cracks, 3 was turned back to Town
• · · · · · · · · · · · · · · · · · · ·	of Yarmouth, 2in Harwich bad info
Households Owner completed	28 Yarmouth
, T	14 Harwich
Other Needs	5 Harwich, 1 Yarmouth

For Date: 06/28/2019 - Friday

Call Number	Time	Call Reason	Action
19-9463	1700	Parking Complain	Could Not Locate
Call T	aker:	1608 - PSD Telec	ommunicator DIANE NICHOLSON
Location/Add	ress:	15 MOSS HILL RD	
Calling P	arty:	HANDLER, JEFFREY	F @ 13 MOSS HILL CIR - HARWICH, MA 02645 508-364-2225
		SS.	DO
	ID:	123 - Patrol Sup	ervisor Nell A Nolan
		Disp-17:01:27 E	nrt-17:01:30 Arvd-17:10:35 Clrd-17:11:53
Narra	tive:	06/28/2019 1701	PSD Telecommunicator DIANE NICHOLSON
	On	going parking iss	ue, homeowner parks his car in the middle
	of	the roadway, blo	cking access to the end of Moss Hill
Narra	tive:	06/28/2019 1712	PSD Telecommunicator DIANE NICHOLSON
	Ve	hicle appears to	be GOA, drove to the end of Moss Hill, no

4/19 Chris, from trablic officies Log entires from trablic officies Log entires the Moss Hill parking Looking into the Moss but we through Complaint to have resolved but swing Seens to have patrols Swing

For Date: 08/04/2019 -Sunday

Call Number	Time	Call Reason	Action
19-11739	2033	Traffic Enforcement	Investigated
Call Ta	ker:	192 - Patrol Tegan M DeBaggis	
Primary	/ Id:	192 - Patrol Tegan M DeBaggis	
Location/Add	ess:	MOSS HILL RD	
Initiated	l By:	192/- Patrol Tegan M DeBaggis	
	ID:	192 - Patrol Tegan M DeBaggis	
		Ai	vd-20:33:22 Clrd-

1-20:34:53

Narrative: 08/04/2019 2034 Patrol Tegan M DeBaggis Assessing traffic complaint regarding vehicles parking in the roadway causing a hazard. No offending vehicles at this time. Will try assessing at different times.

For Date: 08/08/2019 - Thursday

Call Number Time	Call Reason	Action
19-11927 1202	Field Investigation/Follow Up	Investigated
Call Taker:	192 - Patrol Tegan M DeBaggis	
Primary Id:	192 - Patrol Tegan M DeBaggis	
Location/Address:	MOSS HILL RD	
Initiated By:	192 - Patrol Tegan M DeBaggis	
Calling Party:	HANDLER, JEFFREY F @ 13 MOSS HILL C	CIR - HARWICH, MA 02645 508-364-2225
	DOF	· · · · · · · · · · · · · · · · · · ·
ID;	192 - Patroi Tegan M DeBaggis	
	Arvd-	-12:03:56 Clrd-12:08:33
Narrative:	08/08/2019 1425 Patrol Tegan M DeBa	aggis

Continued patrol of the neighborhood due to complaint regarding vehicles belonging to #15 Moss Hill Rd parking along the side of the road impeding the safe passage of other vehicles.

Was able to make contact with the RP, as I have not been able to validate the complaint and was looking for a better time frame to patrol the neighborhood. Mr. Handler stated the past couple of weeks the issue has seemed to resolve itself, and that he believes someone had reached out to the residents of #15 and advised them of the complaint. I advised Mr. Handler should it begin occuring again to call our non emergency line to report the violations when it is occuring so the issue can be properly addressed.

For Date: 08/08/2019 - Thursday

r. 1

Call Number Tim	e Call Reason	Action	
19-11934 151 Call Taker: Location/Address: Calling Party:	4001 - PSD Telecommunicator 12 MOSS HILL RD	Investigated r Gabriella R Parker SS HILL CIR - HARWICH, MA 02645 508-364	-2225
ID: Narrative:	F)1 Arvd-15:23:31 Clrd-15:40:54 mmunicator Gabriella R Parker	
	08/09/2019 2132 Patrol Tega The vehicles parked along the passable, advised the RP there PD to take.		

Monday, July 9, 2019



Town of Harwich to include: Town Administrator, Christopher Clark The entire Board of Selectman

RE: Moss Hill Road

Please accept this letter as a formal complaint and notice to the Town of Harwich regarding an ongoing "on street" parking issue we are having at the end of Moss Hill Road where the cul-desac begins. For several years, the residents of 15 Moss Hill Road have consistently parked their automobiles in the road. These vehicles are creating an obstacle in most cases and sometimes actually restricting the passage of vehicles to the cul-de-sac that need to pass for whatever reason. Several times in the past construction/delivery personal have contacted me stating "they cannot get past the cars parked on the street to get to my home." This is unacceptable.

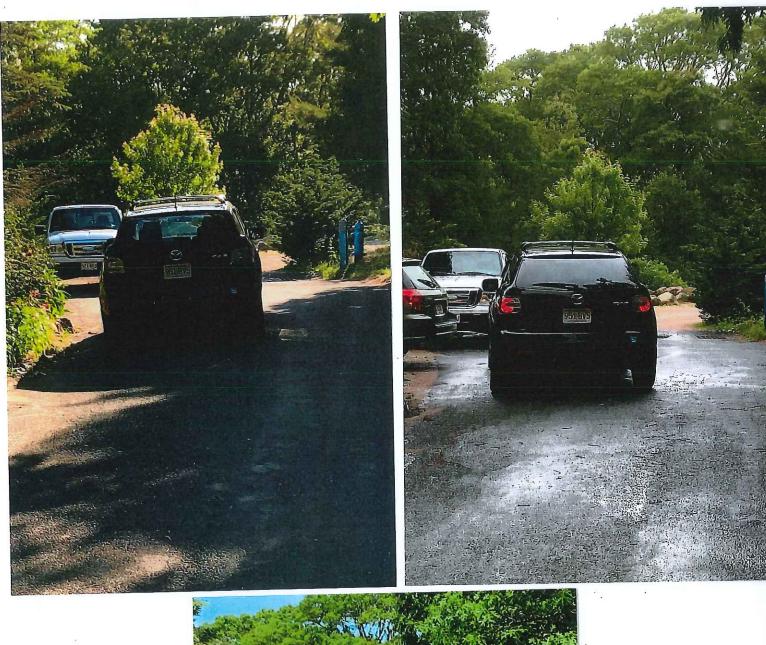
I have in the past contacted the police department about this issue and I was told that it is legal to park on the side of the road. I was also told that the officer would speak to the tenants of 15 Moss Hill and put them on notice. This was a few years back and since then there has been no change at all to where they park. While it may be accurate that parking on the street is legal, I am certain that one may not cause a public safety issue or make it so vehicles cannot have clear passage on a public road. I am also quite certain that if I parked my car on the side of the road in front of the fire station, it would be towed immediately.

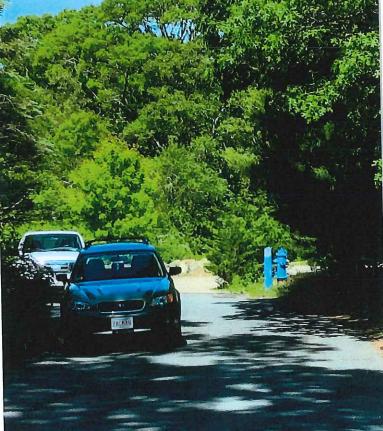
I am writing this letter for both residences on Moss Hill Circle, numbers 13 and 12. There is an elderly woman and 2 children under the age of 3 that resided on the cul-de-sac. I would hope that a resolution of prohibiting the parking on the road in any way and blocking passage both to and from the circle will arise in a timely manner and there will be no need for future discussions. I would prefer to not move this issue to the next level. I will be clear and state that if there in a need for an emergency vehicle to pass and that vehicle cannot, I will take legal action. Please see the pictures I have provided for your review so you may see just how unsafe this is. Please inform me of the remedy to this issue in writing at Jeff Handler 13 Moss Hill Circle Harwich, Ma 02645.

Thank you for your attention to this matter.

Jeff Handler 13 Moss Hill Road







Health Director Monthly Report August 2019

o **Departmental news**-

Our Board of Health Vice Chairman, Frank Boyle announced his resignation after the August meeting. Frank was a valuable, knowledgeable and reliable member of the Board of Health and his participation will be greatly missed.

The staffing concern has been resolved and the second floor is back up and running at full capacity.

<u>Wastewater</u>-

Contract 2 went out to bid and proposals were opened on the 22nd. The bids came in lower than expected and at least one "add/alt" should be able to be included. The Board of Selectmen will be voting to accept the bid and award the winner in early September.

We are receiving a "three week look-ahead" schedule for sewer construction from Robert Our. This information is being posted on the Harwich Wastewater Information Facebook Page and the town website. The website for wastewater information is undergoing a change due to the support committee no longer existing.

o Community Sanitation Programs-

We had a beach sample failure notification on 8/29/19 for Red River Beach. The resample on 8/30/19 came back clean and the beach was able to remain open.

The West reservoir in Bell's Neck Conservation area was posted by the Conservation Department for cyanobacteria. The water had a green layer that appeared to be potentially toxic algae. The bloom has subsided.

o Other news-

Eastern Equine Encephalitis has been found in mosquito pools in Truro, Falmouth and Bourne. I sent out an advisory notice to town employees and school nurses regarding mosquito safety. This information was also posted on social media and the town website for residents. The threat of EEE will stay until a hard frost kills the mosquito larvae.

I attended the mandatory vaccine reimbursement training offered by UMASS. This training provides updates on the requirements for submitting for reimbursement for vaccinations offered by the Health Department. We offer flu vaccine to town employees and their families in the fall. We purchase the vaccine from Barnstable County.

September is Emergency Preparedness Month. Please use this opportunity to spread awareness of the need to be ready for unexpected emergencies. The Health Department has guides, checklists and helpful information for employees, residents and visitors that can help you plan ahead.

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