

SELECTMEN'S MEETING AGENDA*REVISED

Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 6:00 P.M.
Regular Meeting 6:30 P.M.
Monday, November 1, 2021

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

I. CALL TO ORDER

II. EXECUTIVE SESSION

- A. Executive Session pursuant to G.L. c. 30A, sec. 21(a)(2) to conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel
- B. Pursuant to MGL,c.30A section 21 (a) paragraph 3 to discuss with respect to collective bargaining for all town unions if an open session would have a detrimental effect on the town’s bargaining position and the chair so declares;

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

V. CONSENT AGENDA

- A. Vote to approve a Caleb Chase request in the amount of \$1000.00
- B. Vote to approve a Caleb Chase request in the amount of \$1000.00
- C. Vote to approve a Caleb Chase request in the amount of \$965.94

VI. OLD BUSINESS

- A. Discussion - Local Initiative Program (LIP) for Chloe’s Path Affordable Housing Development (no votes will be taken)

VII. NEW BUSINESS

- A. Annual Committee Meetings:
 - a. Board of Assessors
 - b. Real Estate and Open Spaces Committee
 - c. Recreation and Youth Commission
 - d. Water/Wastewater Commission
 - e. **Waterways Committee**
- B. Discussion – Committee Vacancies
- C. Discussion and possible vote to approve the Board of Selectmen Public Hearing Minutes – February 10, 2020
- D. Discussion on policies and procedures related to tax payments for unknown and miscellaneous properties
- E. Discussion and possible vote on the 2020 Re-Precincting Plan for the Town of Harwich
- F. Discussion and possible vote to waive transfer station fees for yard waste associated with the Nor’easter on 10/27/2021.

VIII. CONTRACTS

- A. Discussion and possible vote to approve a contract with Eastern Minerals, Inc. in the amount of \$138,000 for snow and ice public works supplies (materials)
- B. Discussion and possible vote to approve and authorize the Chair to sign the RJV Construction Corporation request for Change Order Number 4 for Sewerage Works Improvements Phase 2 Contract 2. This change order results in a net decrease to the contract price of \$564,559.
- C. Discussion and possible vote to approve and authorize the Chair to sign the Robert B. Our Company’s request for Change Order Number 6 for Sewerage Works Improvements Phase 2 Contract 1. This change order results in a net decrease to the contract of \$1,005,810.00.

IX. TOWN ADMINISTRATOR’S REPORT

X. SELECTMEN’S REPORT

XI. CORRESPNDENCE

XII. ADJOURNMENT

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

Authorized Posting Officer:

Ellen Powell, Executive Assistant

Posted by: _____
Town Clerk
Date: _____
October 28, 2021

OLD BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039


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

732 MAIN STREET, HARWICH, MA



MEMO

TO: Board of Selectmen

FROM: Joseph F. Powers, Town Administrator 

CC: Meggan M. Eldredge, Assistant Town Administrator
Jonathan D. Idman, Director of Planning & Community Development

RE: Update on Chloe's Path proposed development

DATE: July 12, 2021

I met recently with Andrew Singer, attorney for the group known as Chloe's Path Housing, and we shared information regarding actions and next steps on the proposed development at the property adjacent to Sisson Road.

Your packet material contains a sample letter representing what was mailed out to more than forty (40) property areas near the proposed development by Mr. Singer. The letter provides information on a community engagement discussion to be held on **Tuesday, July 20, 2021 at 6:00pm** at the public meeting room at the Public Safety Facility at 183 Sisson Road (Police and Fire headquarters).

Any and all interested parties who wish to engage in discussions with representatives of the property owners at Chloe's Path are welcome to attend this public event.

Additionally, Attorney Singer and I discussed the process around the *Local Initiative Program* (LIP) coordinated through the state's Department of Housing and Community Development (DHCD). This program incorporates local support for a proposed development from a town (via a Board of Selectmen) proceeding through state approval processes.

Mr. Singer and other representatives of Chloe's Path Housing are scheduled to appear before you on **Monday, July 26, 2021** to formally present the proposed development and engage in discussion on whether the town will support the proposal.

While much has occurred regarding this proposed development, there are many meetings in the months ahead before any substantive actions can or would occur.

Chloe's Path Housing
c/o P.O. Box 67
Dennisport, MA 02639

July 6, 2021

Name
Address

Re: Invitation to Community Meeting

Dear Neighbor,

You will soon begin to receive notices regarding upcoming public hearings with the Harwich Board of Selectmen, Zoning Board of Appeals, and Conservation Commission regarding a proposed residential, affordable housing development on Chloe's Path in Harwich.

The 8.14-acre property is located off Sisson Road, next to the Police and Fire Department Complex and approximately across the street from the Harwich Community Center. An aerial photograph of the property is enclosed. The proposal includes two buildings containing forty-eight (48) rental apartments each, for a total of ninety-six (96) units. The mixed income community will consist of one, two, and three-bedroom apartments.

In advance of the public hearings, we would like to invite you to an informal meeting with our team and any other interested abutters to preview and discuss the project as it is currently designed. The meeting will be held on Tuesday, July 20, 2021, at 6:00 p.m. in the public meeting room at the Harwich Police Department, 183 Sisson Road in Harwich. Access to the meeting room is at the front left-hand side of the building.

We look forward to meeting you on the 20th to discuss the proposal and any questions or comments you may have.

Thank you.

Sincerely,

Chloe's Path Housing

By: _____
Andrew L. Singer

CHLOE'S PATH APARTMENTS

SISSON ROAD

HARWICH, MASSACHUSETTS 02645

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)



PROPOSED BY:

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

JULY 2021

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



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

INSTRUCTIONS

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

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

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

Mail to:

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

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

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

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

Application Contents:

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

January 2016

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

I. GENERAL INFORMATION

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

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

2. Project Characteristics:
 New Construction Conversion
 Rehabilitation Other

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

4. Unit Count:

 Total Number of Units 96
 Market Rate 72
 Affordable 24

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

Required Signatures for the
 Comprehensive Permit Project Application

Chief Executive Official of Municipality:	Chair, Local Housing Partnership (if applicable):
Signature: _____	Signature: <u>N/A</u> _____
Print Name: Michael D. MacAskill, Chair	Print Name: _____
Date: _____	Date: _____



Map data ©2021 200 ft

 CHLOE'S APARTMENTS PARCEL



EXISTING SITE AERIAL

Catalyst
 Architecture Interiors
 Where visions take shape
 333 WILLOW STREET, SUITE A HARWICH, MA 02645
 P. 508-362-8332 WWW.CATALYSTARCHITECTURE.COM

CHLOE'S PATH HOUSING
HARWICH, MA 02645

EXISTING SITE AERIAL

DATE ISSUED:	06.24.2023	
REVISION:		
NO.	DESCRIPTION	DATE

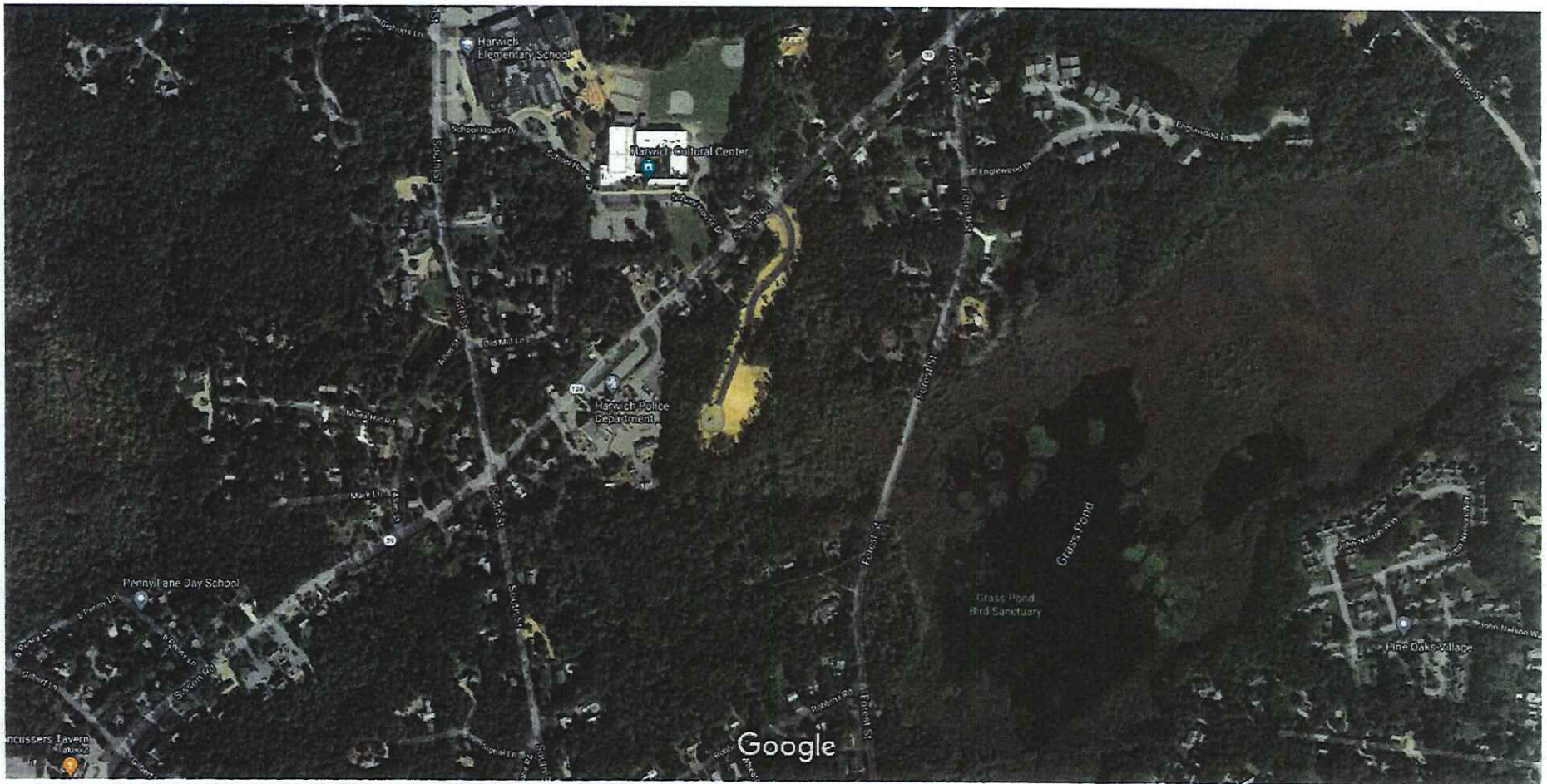
DRAWN BY: Author

SCALE:

DRAWING NO.:

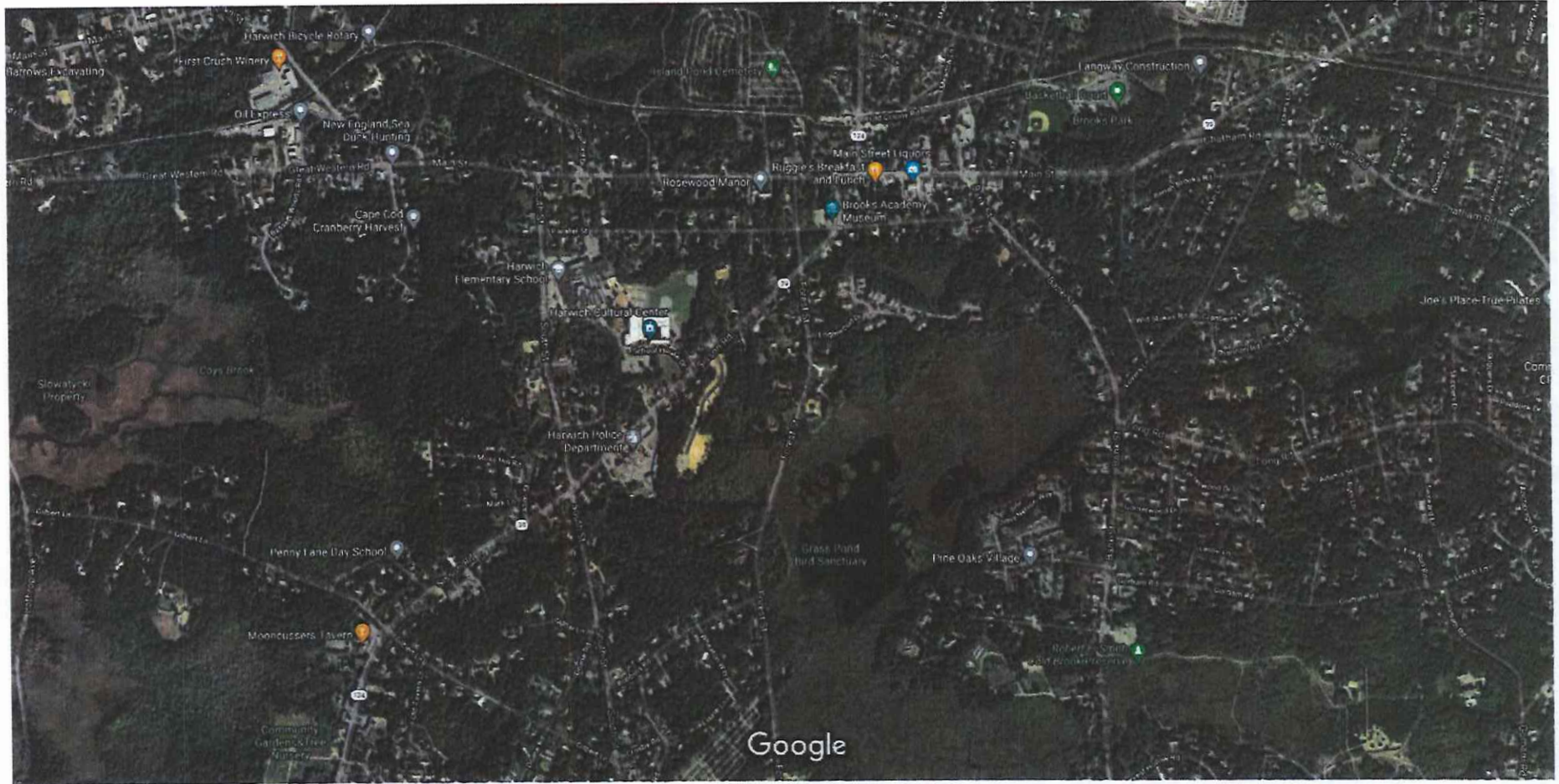
SPO.0

All plans include 25% of all work items.
 25% of the work items are subject to change.
 Client assumes liability for the accuracy of the information.
 Any additional work is subject to change.



Imagery ©2021 MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 200 ft

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



Imagery ©2021 CNES / Airbus, MassGIS, Commonwealth of Massachusetts EOE, Maxar Technologies, USDA Farm Service Agency, Map data ©2021 500 ft

CHLOE'S APARTMENTS PARCEL
IN PROXIMITY TO
HARWICH CENTER

II. COMMUNITY SUPPORT

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

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

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

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

Briefly explain the contributions: _____

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

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

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

III. MUNICIPAL CONTACT INFORMATION

Chief Elected Official

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

Town Administrator/Manager

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

City/Town Planner (if any)

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

City/Town Counsel

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

Chairman, Local Housing Partnership – Affordable Housing Committee

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

Community Contact Person for this project

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

IV. DEVELOPMENT TEAM INFORMATION (include all development members)

Developer

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

Contractor

Name To be Determined
Address
Phone
Email
Tax ID _____

Architect

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

Engineer

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

Attorney

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

Housing Consultant

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

Marketing/Lottery Agent

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

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

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

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

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

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

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

3. Other Chapter 40B Experience

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

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

4. Bankruptcy / Foreclosure

Have you or any entities you control ever filed for bankruptcy or have had a property foreclosed? Yes No
If yes, please explain. _____

DEVELOPER CERTIFICATION

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

Signature of Developer _____

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

Date _____

V. PROJECT INFORMATION

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

2. Total Number of Units Affordable 72 Market 24

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

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

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

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

7. Sustainable Development Design and Green Building Practices

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

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

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

C. What elements of "green design" are included in the project (e.g. reduction of energy and water consumption, increasing durability and improving health)?

Low E insulated glass, low flow toilets, "Water Sense" approved fixtures, and LED lighting are all standard in the homes. Appliances will all be Energy Star approved and Low Impact Development (LID) will be utilized to limit environmental disturbance on the site. Vinyl siding & fiber cement board for limited long-term maintenance will be utilized. Several Charging Stations for Electric cars are proposed and bike storage is provided for all residents.

8. Project Eligibility

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

Yes No If yes, explain.

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

9. Outstanding Litigation

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

10. Unit Composition

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

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

VI. SITE INFORMATION

1. Total Acreage 9.29 Total Buildable Acreage 9.26

2. Describe the current and prior uses of the subject site: Wooded Area, subdivision road has been previously installed.

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

3. Current Zoning Classification:

Residential X (minimum lot size). 40,000 s.f.

Commercial _____ Industrial _____ Other _____

4. Does any portion of the site contain significant topographical features such as wetlands?

Yes No If yes, how many acres are wetlands? 3.95

If yes, attach map of site noting wetland areas.

Is map attached? Yes No

5. Is the site located within a designated flood hazard area?

Yes No

If yes, please attach a map of the site with flood plain designations.

Is map attached? Yes No

6. Is the site or any building located on the site listed, nominated or eligible for listing on the National Register of Historic Places? Yes No

7. Is the site within a Historic District? Yes No

If yes, describe the architectural, structural and landscape features of the area:

8. In the past three years, have there been any defaults on any mortgage on the property or any other forms of financial distress?

Yes No If yes, please explain: _____

9. Indicate which utilities are available to the site:

Public Sewer	<input type="checkbox"/>	Private Septic	<input type="checkbox"/>	Public Streets	<input checked="" type="checkbox"/>
Public Water	<input checked="" type="checkbox"/>	Private Wells	<input type="checkbox"/>	Private Ways	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>		
On-site Sewer Treatment Facility	<input checked="" type="checkbox"/>				

Other Explain: There is the potential for public sewer in the near future.

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

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

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

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

A. Owned by Developer _____

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

C. Under Option _____

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

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

Date of Agreement June 19, 2021 Expiration Date 2 years

Extensions granted? Yes No Date of Extension _____

Purchase Price \$3,072,000

PURCHASE AND SALE AGREEMENT

1. PARTIES
AND MAILING
ADDRESSES

This 7th day of July, 2021

HFH DEVELOPMENT, LLC, a Massachusetts limited liability company of _____ ("**Seller**"), agrees to sell, and **KEMAH APARTMENTS LLC**, a Massachusetts limited liability company of 100 Merrimack Street, Suite 401, Lowell, MA 01852 ("**Buyer**") agrees to buy upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A parcel of land with all appurtenant rights and benefits and the improvements thereon owned by the Seller in Harwich, Massachusetts off Forest Street and Sisson Road, and shown as Lots 1-7 and 9 on on a Plan recorded with the Barnstable Registry of Deeds in Plan Book 666, 20 and Parcel A-1 on a Plan recorded with said Deeds in Plan Book 666, Page 19 (herein the "premises"). For Seller's title see the deeds recorded with the Barnstable Registry of Deeds in Book 29940, Page 204 and in Book 29940, Page 206.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures, used in connection therewith, if any, as well as all permits, licenses, approvals and authorizations issued by any governmental authority in connection with said premises, including the Government Approvals (as defined herein).

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by the Buyer by written notice to the Seller at least five (5) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encroachments and encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) deleted;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of the delivery of such deed;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the Project (as defined below).
- (f) Declaration of Restriction recorded in Book 29940, Page 267;
- (g) Letter from Division of Fisheries & Wildlife recorded in Book 29940, Page 272;
- (h) Order of Conditions from the Harwich Conservation Commission recorded in Book 29940, Page 285;
- (i) Provisions contained in the deed recorded in Book 29940, Page 208;
- (j) Easement recorded in Book 29940, Page 249.
- (k) Declaration of Protective Covenants recorded in Book 29940, Page 256.

5. PLANS

6. REGISTERED
TITLE

7. PURCHASE
PRICE

If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording or registration.

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

The agreed purchase price for said premises is \$3,072,000.00 of which

\$100,000.00 shall be paid to Buyer's Title Agent (as defined herein) within 2 business days after the date hereof, and subject to adjustment as herein provided, the balance of the purchase price is to be paid on the closing date to Buyer's Title Company by bank wire transfer.


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

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

Seller: JIFM DEVELOPMENT, LLC

Buyer: KEMAH APARTMENTS LLC

By:  _____, Manager

By:  _____, Manager

RIDER TO PURCHASE AND SALE AGREEMENT

HFH DEVELOPMENT, LLC ("Seller")

KEMAH APARTMENTS LLC ("Buyer")

13.21 acres Off and Forrest Street and Sisson Road, Harwich, MA ("Premises" or "Property")

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

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

32. **GOVERNMENT APPROVALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. SELLER'S DOCUMENTS:

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

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

36. SELLER DEFAULT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47. **No recording:**

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

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

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

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

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

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

Seller: HFH DEVELOPMENT, LLC

Buyer: KEMAH APARTMENTS LLC

By: 
Gary Terry, Manager

By: 
Brian Bush, Manager

VII. DESIGN AND CONSTRUCTION

1. Drawings

Please submit one set of drawings.

Cover sheet showing written tabulation of:

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

Site plan showing:

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

Utilities plan showing:

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

Graphic depiction of the design showing:

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

2. **Construction Information**

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

Heating System

Fuel: Oil Gas Electric Other

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

Energy Efficient Materials

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

Modular Construction

If modular construction will be used, explain here:
N/A

Amenities

Will all features and amenities be available to market buyers also be available to affordable buyers? If not, explain the differences.
Yes – affordable renters will have the same amenities as market rate renters.

CHLOE'S APARTMENTS

HARWICH, MA

LOCAL INITIATIVE PROGRAM APPLICATION (LIP)

Design & Construction Cover Sheet

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

SISSON ROAD, HARWICH, MASSACHUSETTS



PLAN BOOK 339
DEED BOOK 2294M
ASSESSORS' MAP 31

PAGE 21
PARCELS 22A
PARCELS D4-3-D4-11

- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - EXISTING SPOT GRADE
 - PROPOSED SPOT GRADE
 - WATER SERVICE LINE
 - OVERHEAD UTILITY SERVICE
 - UNDERGROUND UTILITY SERVICE
 - GAS SERVICE LINE
 - TEST HOLE / BORING LOCATION
 - SEPTIC TANK
 - DISTRIBUTION BOX
 - 20% ABSORPTION SYSTEM
 - RESERVED FOR FUTURE
 - UTILITY POLE
 - CATCH BASIN
 - FIRE HYDRANT
 - DRAINAGE MANHOLE
 - CONCRETE FOUNDATION
 - CONCRETE FOUNDATION
 - LIMIT OF WORK
 - HENCE
 - EDGE OF CLEARING

DESIGN CALCULATIONS:

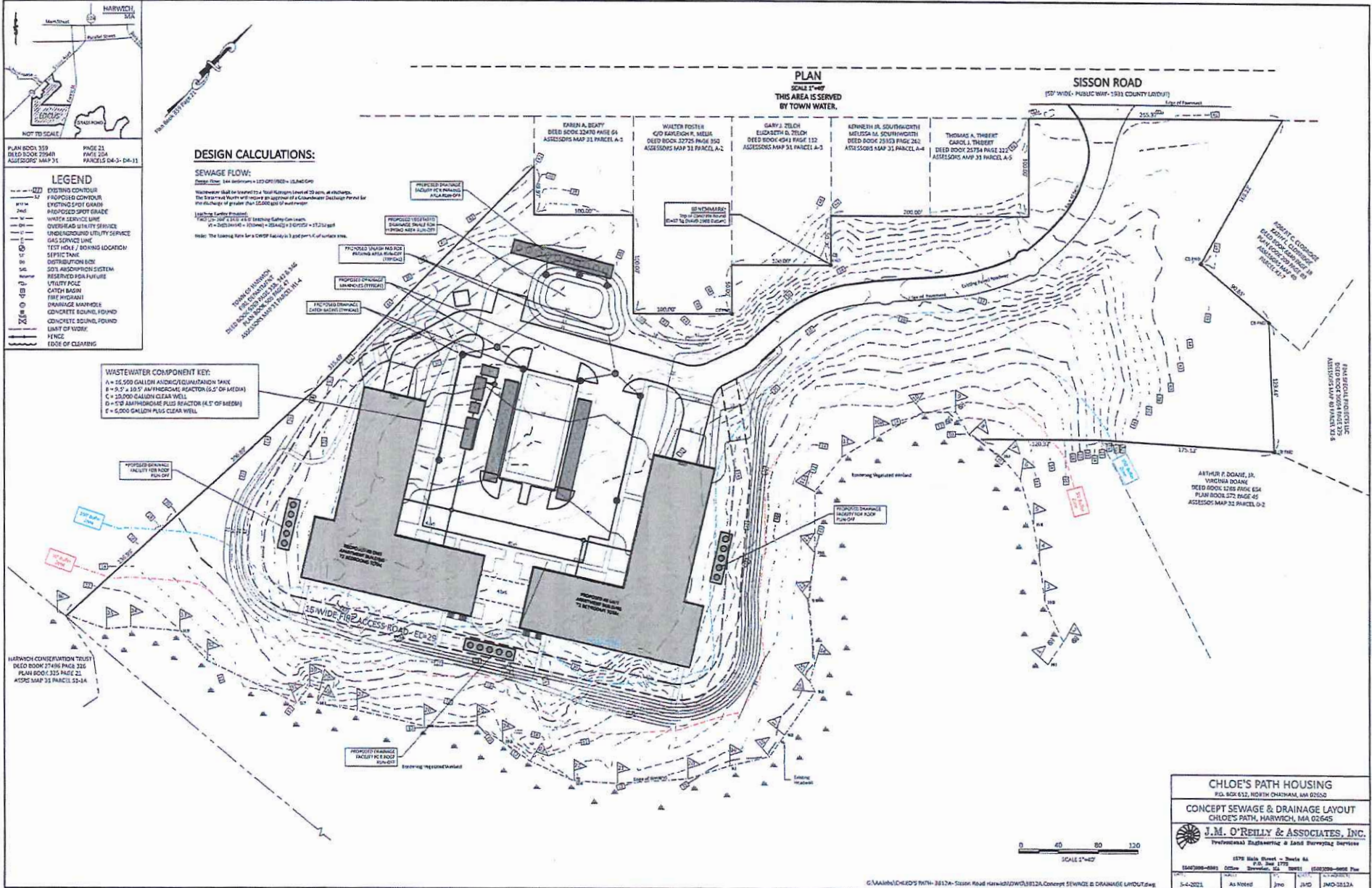
SEWAGE FLOW:
 Design Flow: 144 bedrooms = 127 GPD/bed = 18,288 GPD
 Wastewater shall be treated in a Total Suspended Solids (TSS) at 20 mg/L at 20 mg/L.
 The Treatment Plant will require an approval of a Cleanwater Discharge Permit for
 the discharge of greater than 10,000 gpd of wastewater.

1.5 inch Lateral Pipe
 V₁ = 2000 (1.5 inch) = 1000000 = 254402 = 3.07522 = 37.234 gpd
 Note: The loading rate for a DWSP facility is 3 gpd per ft. of surface area.

WASTEWATER COMPONENT KEY:
 A = 25,500 GALLON ANDROX/GUMMIFERAN TANK
 B = 5' x 3' x 10' AMPHIPHILIC REACTOR (6.5' OF AREA)
 C = 20,000 GALLON CLEAR WELL
 D = 5' x 10' AMPHIPHILIC PLUS REACTOR (4.5' OF AREA)
 E = 6,000 GALLON PLUS CLEAR WELL

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

SISSON ROAD
 (50' WIDE - PUBLIC WAY - 1913 COUNTY LAYOUT)



CHLOE'S PATH HOUSING
 PLOT 60X 612, NORTH CHARMAN, MA 02650

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

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

1878 Main Street - Suite 8A
 P.O. Box 1779
 Southwick, MA 01001 (413) 237-0700
 FAX (413) 237-0701

1-4-2021 AS NOTED JMO JMS JMO/SLD



G:\A\1816\CHLOE'S PATH - 3812A - Sisson Road Harwich\DWG\3812A_Concept SEWAGE & DRAINAGE LAYOUT.dwg

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



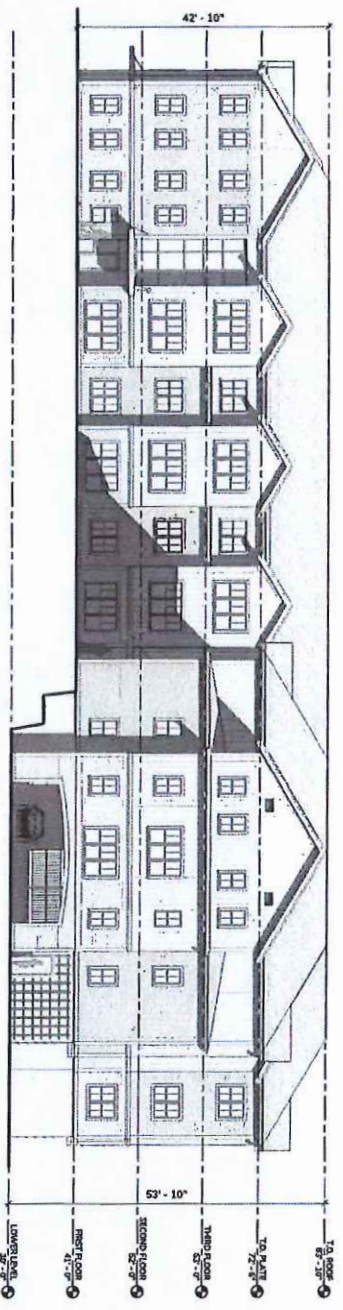
DATE: 04.14.2021
 DRAWING NO: SP1.1
 SCALE: 1" = 40'-0"

PROPOSED CONCEPTUAL SITE PLAN

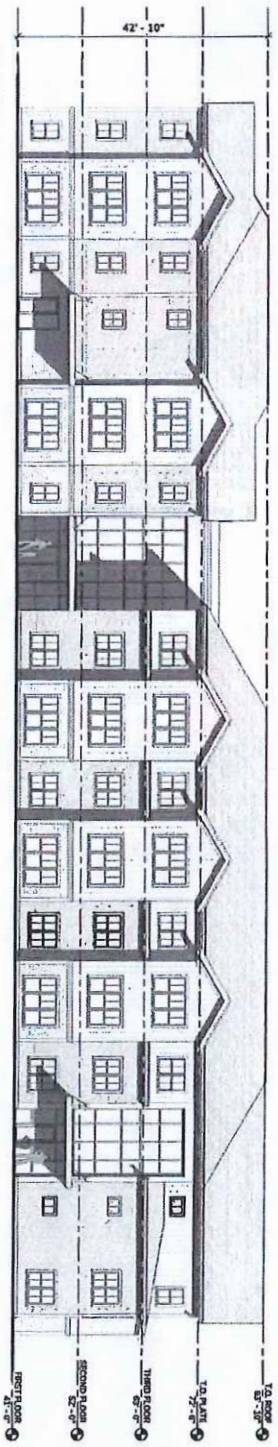
CHLOE'S PATH HOUSING
 HARWICH, MA 02645

Catalyst
 Architecture Interiors
 Where visions take shape

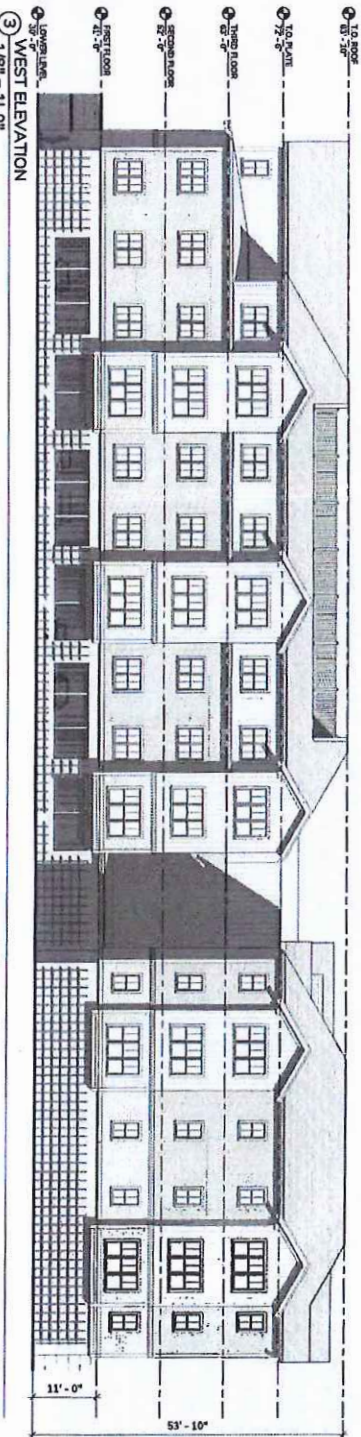
203 WILLOW STREET, SUITE A YARMOUTH PORT, MA 02876
 P. 508-865-8302 WWW.CATALYSTARCHITECTS.COM



① NORTH ELEVATION
1/8" = 1'-0"



② EAST ELEVATION
1/8" = 1'-0"



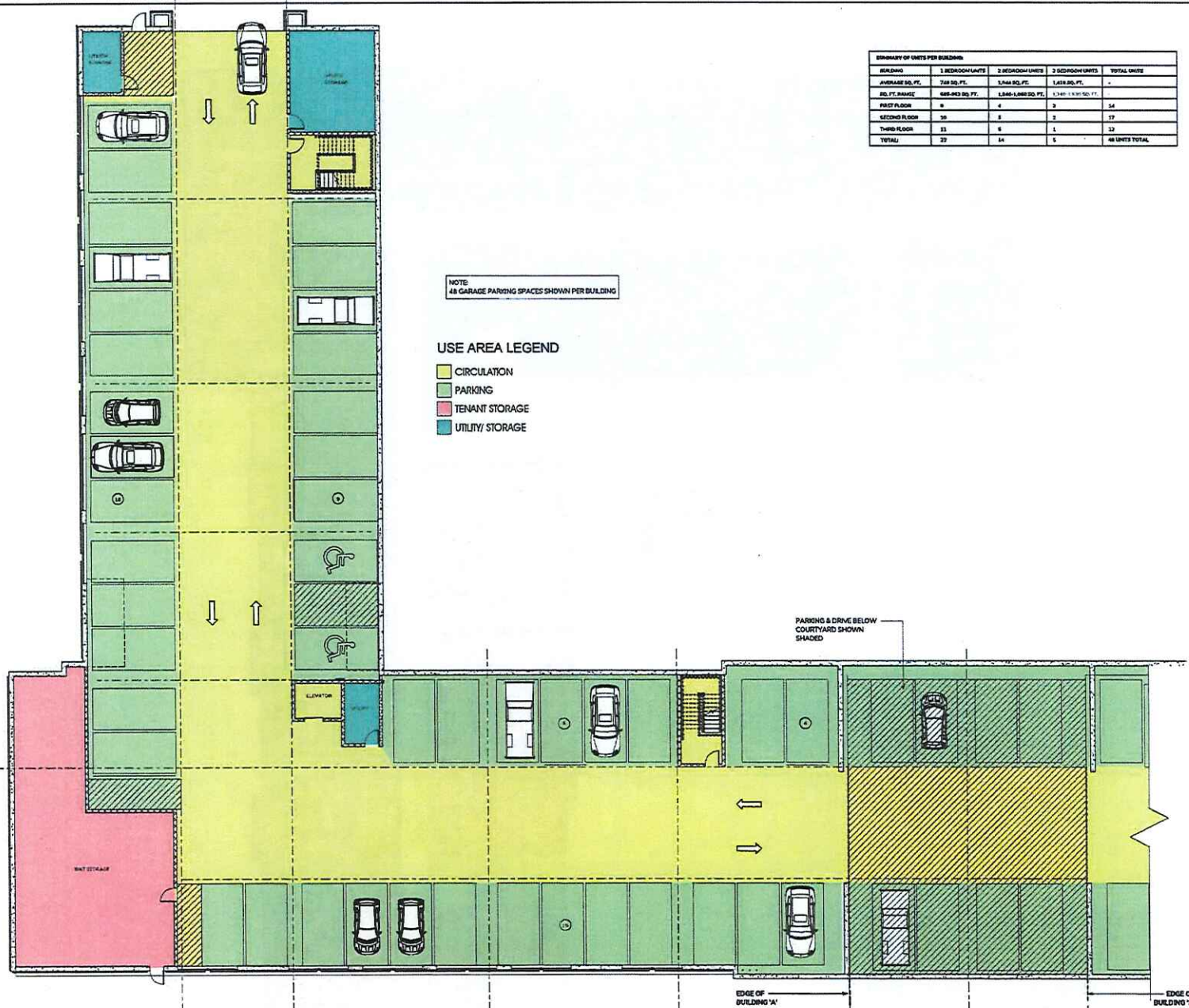
③ WEST ELEVATION
1/8" = 1'-0"

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P.508.362.4382 WWW.CATALYSTARCHITECTURE.COM

CHLOE'S PATH HOUSING
HARVICH, MA 02645

CONCEPTUAL
ELEVATIONS

SD-2.1



SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	758 SQ. FT.	1,044 SQ. FT.	1,438 SQ. FT.	-
SQ. FT. RANGE	665-863 SQ. FT.	1,044-1,082 SQ. FT.	1,340-1,501 SQ. FT.	-
FIRST FLOOR	0	0	3	3
SECOND FLOOR	30	0	3	33
THIRD FLOOR	11	0	1	12
TOTAL	41	0	7	48 UNITS TOTAL

NOTE:
48 GARAGE PARKING SPACES SHOWN PER BUILDING

USE AREA LEGEND

- CIRCULATION
- PARKING
- TENANT STORAGE
- UTILITY STORAGE

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CHLOE'S PATH HOUSING
HARWICH, MA 02645

CONCEPTUAL LOWER LEVEL PLAN

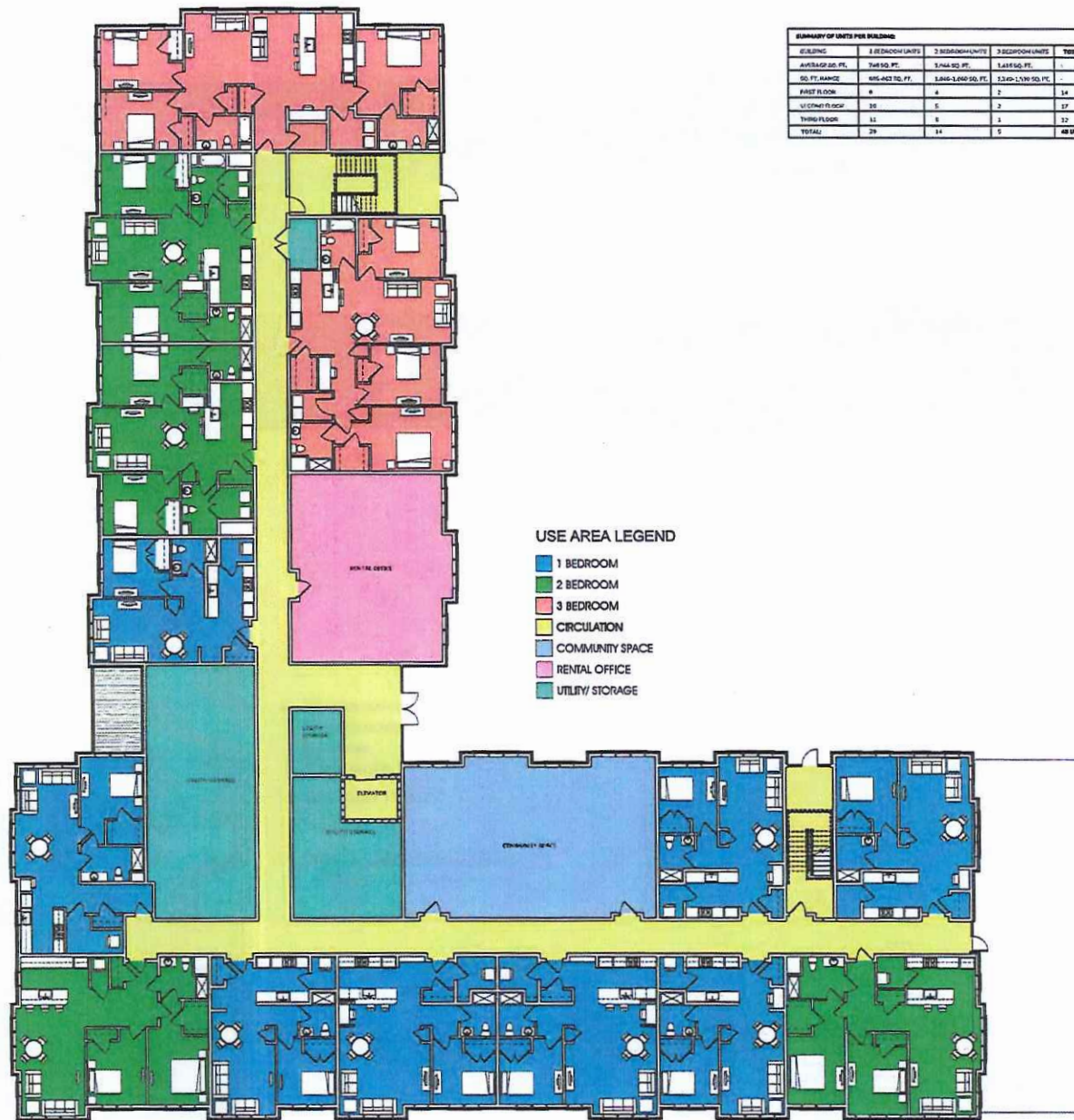
DATE ISSUED: 04/28/2021
REVISIONS:
NO. DESCRIPTION DATE

DRAWN BY: Author
SCALE: As Noted

SEALING NO.:
SD-1.0

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

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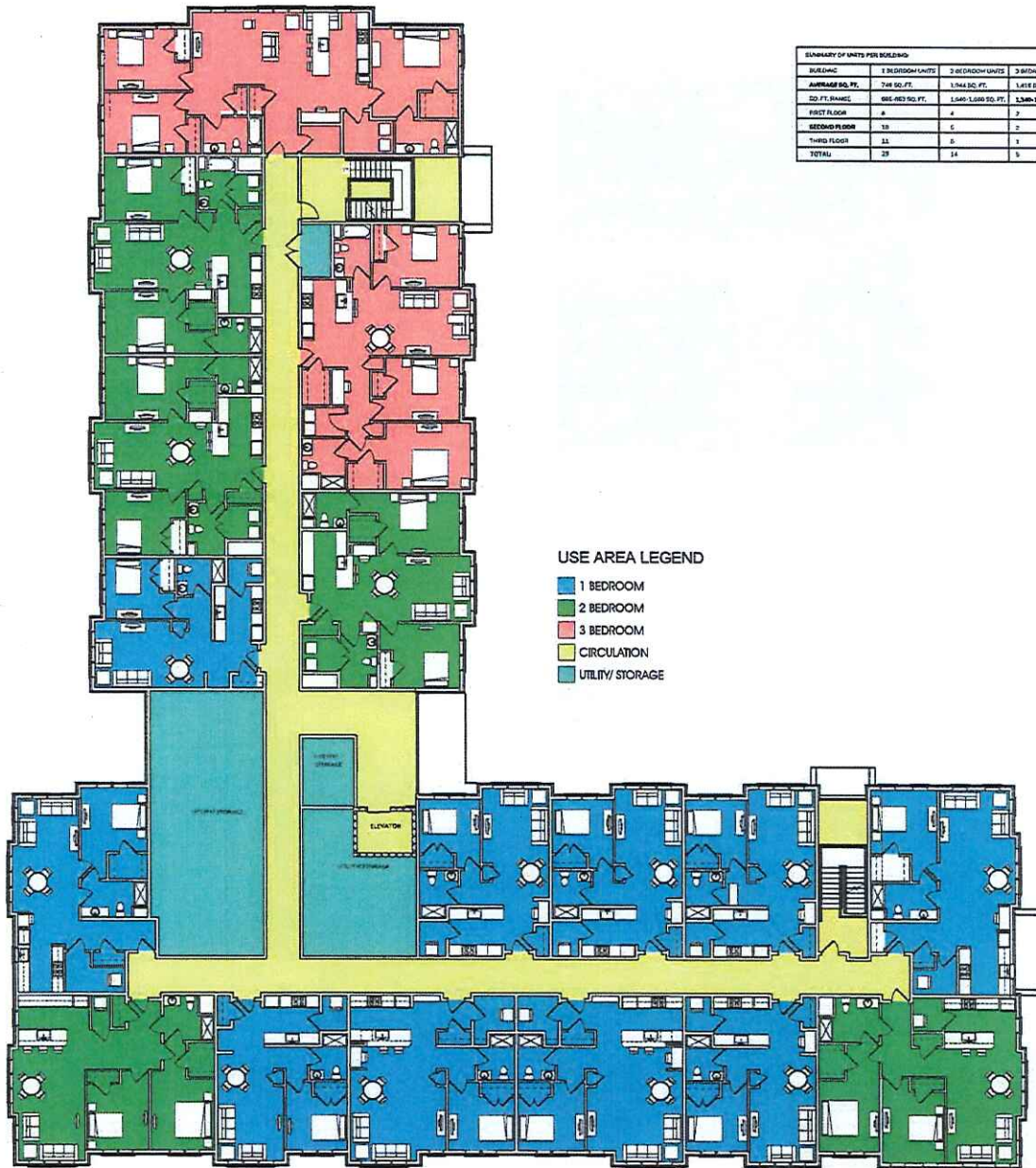


SUMMARY OF UNITS PER FLOORING				
FLOORING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,144 SQ. FT.	1,411 SQ. FT.	-
SO. FT. RANGE	656-827 SQ. FT.	1,040-1,240 SQ. FT.	1,210-1,700 SQ. FT.	-
FIRST FLOOR	6	4	2	14
UPPER FLOOR	30	5	2	37
THIRD FLOOR	11	8	1	20
TOTAL	47	17	5	69 UNITS TOTAL

USE AREA LEGEND

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

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



SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	748 SQ. FT.	1,044 SQ. FT.	1,458 SQ. FT.	-
SQ. FT. RANGE	685-812 SQ. FT.	1,040-1,048 SQ. FT.	1,340-1,510 SQ. FT.	-
FIRST FLOOR	4	2	2	8
SECOND FLOOR	10	6	2	18
THIRD FLOOR	11	0	1	12
TOTAL	25	8	5	38 UNITS TOTAL

USE AREA LEGEND

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

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

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CHLOE'S PATH HOUSING
HARWICH, MA 02645

CONCEPTUAL
2ND FLOOR
PLAN

DATE ISSUED: 06.14.2011
REVISED: _____ DATE: _____

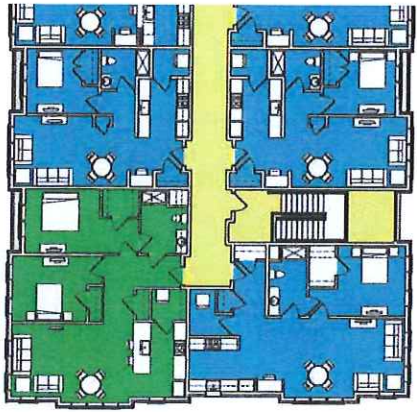
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SCALE: As indicated
DRAWING NO: _____

SD-1.2

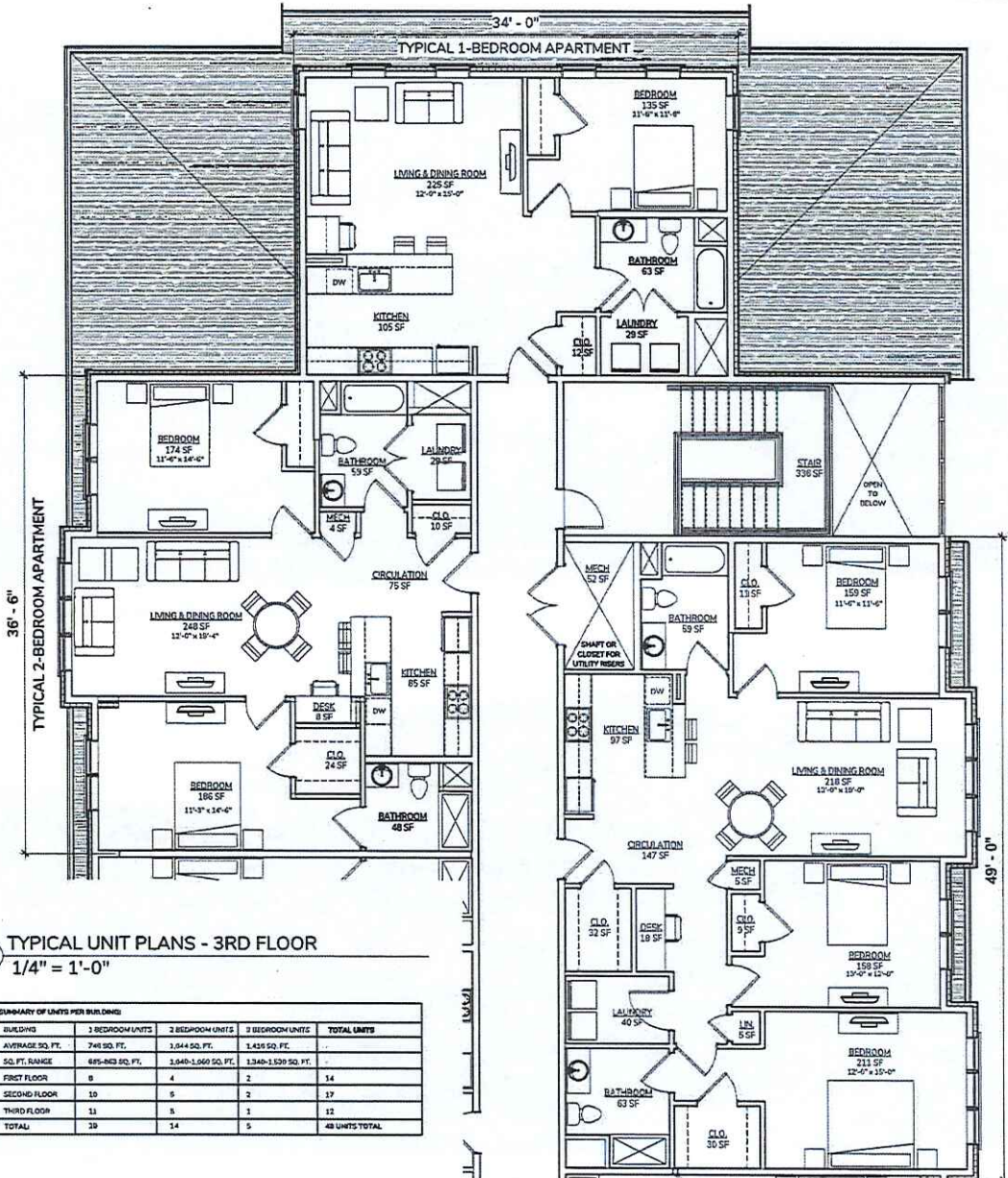
Scale of 1/8" = 1'-0". All dimensions are in feet and inches. All dimensions are rounded to the nearest 1/4". All dimensions are in feet and inches. All dimensions are rounded to the nearest 1/4".

Summary of Units per Building				
Building	1-Bedroom Units	2-Bedroom Units	3-Bedroom Units	TOTAL UNITS
APARTMENT 101	1	1	1	3
APARTMENT 102	1	1	1	3
APARTMENT 103	1	1	1	3
APARTMENT 104	1	1	1	3
APARTMENT 105	1	1	1	3
APARTMENT 106	1	1	1	3
APARTMENT 107	1	1	1	3
APARTMENT 108	1	1	1	3
APARTMENT 109	1	1	1	3
APARTMENT 110	1	1	1	3
APARTMENT 111	1	1	1	3
APARTMENT 112	1	1	1	3
APARTMENT 113	1	1	1	3
APARTMENT 114	1	1	1	3
APARTMENT 115	1	1	1	3
APARTMENT 116	1	1	1	3
APARTMENT 117	1	1	1	3
APARTMENT 118	1	1	1	3
APARTMENT 119	1	1	1	3
APARTMENT 120	1	1	1	3
APARTMENT 121	1	1	1	3
APARTMENT 122	1	1	1	3
APARTMENT 123	1	1	1	3
APARTMENT 124	1	1	1	3
APARTMENT 125	1	1	1	3
APARTMENT 126	1	1	1	3
APARTMENT 127	1	1	1	3
APARTMENT 128	1	1	1	3
APARTMENT 129	1	1	1	3
APARTMENT 130	1	1	1	3
APARTMENT 131	1	1	1	3
APARTMENT 132	1	1	1	3
APARTMENT 133	1	1	1	3
APARTMENT 134	1	1	1	3
APARTMENT 135	1	1	1	3
APARTMENT 136	1	1	1	3
APARTMENT 137	1	1	1	3
APARTMENT 138	1	1	1	3
APARTMENT 139	1	1	1	3
APARTMENT 140	1	1	1	3
APARTMENT 141	1	1	1	3
APARTMENT 142	1	1	1	3
APARTMENT 143	1	1	1	3
APARTMENT 144	1	1	1	3
APARTMENT 145	1	1	1	3
APARTMENT 146	1	1	1	3
APARTMENT 147	1	1	1	3
APARTMENT 148	1	1	1	3
APARTMENT 149	1	1	1	3
APARTMENT 150	1	1	1	3
APARTMENT 151	1	1	1	3
APARTMENT 152	1	1	1	3
APARTMENT 153	1	1	1	3
APARTMENT 154	1	1	1	3
APARTMENT 155	1	1	1	3
APARTMENT 156	1	1	1	3
APARTMENT 157	1	1	1	3
APARTMENT 158	1	1	1	3
APARTMENT 159	1	1	1	3
APARTMENT 160	1	1	1	3
APARTMENT 161	1	1	1	3
APARTMENT 162	1	1	1	3
APARTMENT 163	1	1	1	3
APARTMENT 164	1	1	1	3
APARTMENT 165	1	1	1	3
APARTMENT 166	1	1	1	3
APARTMENT 167	1	1	1	3
APARTMENT 168	1	1	1	3
APARTMENT 169	1	1	1	3
APARTMENT 170	1	1	1	3
APARTMENT 171	1	1	1	3
APARTMENT 172	1	1	1	3
APARTMENT 173	1	1	1	3
APARTMENT 174	1	1	1	3
APARTMENT 175	1	1	1	3
APARTMENT 176	1	1	1	3
APARTMENT 177	1	1	1	3
APARTMENT 178	1	1	1	3
APARTMENT 179	1	1	1	3
APARTMENT 180	1	1	1	3
APARTMENT 181	1	1	1	3
APARTMENT 182	1	1	1	3
APARTMENT 183	1	1	1	3
APARTMENT 184	1	1	1	3
APARTMENT 185	1	1	1	3
APARTMENT 186	1	1	1	3
APARTMENT 187	1	1	1	3
APARTMENT 188	1	1	1	3
APARTMENT 189	1	1	1	3
APARTMENT 190	1	1	1	3
APARTMENT 191	1	1	1	3
APARTMENT 192	1	1	1	3
APARTMENT 193	1	1	1	3
APARTMENT 194	1	1	1	3
APARTMENT 195	1	1	1	3
APARTMENT 196	1	1	1	3
APARTMENT 197	1	1	1	3
APARTMENT 198	1	1	1	3
APARTMENT 199	1	1	1	3
APARTMENT 200	1	1	1	3
TOTAL	200	200	200	600

AREA LEGEND
 BROOM
 BROOM
 BROOM
 BROOM
 CLUTTER
 TV STORAGE



CHLOE'S PATH HOUSING HARWICH, MA 02645	 Where visions take shape <small>205 WILLOW STREET, SUITE 101, HARWICH, MA 02645 P 508 362 4082 WWW.CATALYSTARCHITECTS.COM</small>	CONCEPTUAL 3RD FLOOR PLAN	SD-13
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① TYPICAL UNIT PLANS - 3RD FLOOR
 1/4" = 1'-0"

SUMMARY OF UNITS PER BUILDING				
BUILDING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	746 SQ. FT.	1,044 SQ. FT.	1,435 SQ. FT.	
SQ. FT. RANGE	695-862 SQ. FT.	1,040-1,060 SQ. FT.	1,340-1,530 SQ. FT.	
FIRST FLOOR	0	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	21	14	5	40 UNITS TOTAL

DATE ISSUED	06/14/2021
REVISIONS:	
NO.	DESCRIPTION DATE

DRAWN BY:	Author
SCALE:	1/4" = 1'-0"
DRAWING NO.:	

SD1.4

These plans are intended to be used in conjunction with the project's specifications and other documents. The architect shall not be responsible for any errors or omissions in these plans. The architect shall not be responsible for any construction methods or materials not shown on these plans.



VIEW #1 - PERSPECTIVE VIEW FROM SISSON ROAD



VIEW #2 PERSPECTIVE VIEW FROM HALF WAY DOWN THE DRIVEWAY

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CHLOE'S PATH HOUSING
HARWICH, MA 02645

**CONCEPTUAL
 PERSPECTIVE
 VIEWS**

DATE ISSUED:	06.16.2021	
REVISIONS:		
NO.	DESCRIPTION	DATE

DRAWN BY: **Author**

SCALE:

DRAWING NO.:

SP1.2

PLANNED BY: CHLOE'S PATH HOUSING
 ARCHITECT: CATALYST ARCHITECTURE INTERIORS
 DATE: 06/16/2021

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



VIEW #4 PERSPECTIVE VIEW FROM PARKING

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CHLOE'S PATH HOUSING
 HARWICH, MA 02645

CONCEPTUAL
 PERSPECTIVE
 VIEWS

DATE ISSUED:	06.14.2021
REVISION:	
NO.	DESCRIPTION DATE

DRAWN BY: Author

SCALE:

DRAWING NO.:

SP1.3

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VIII. SURROUNDING AREA

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

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

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

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

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

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

214 MA-124



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

INSTALLED ACCESS DRIVE



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



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



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View



LOOKING LEFT (SOUTHWEST) ON SISSON ROAD
FROM ACCESS DRIVE



Harwich, Massachusetts

Image capture: Nov 2019 © 2021 Google



Street View

ADJACENT PUBLIC SAFETY BUILDING



Image capture: Nov 2019 © 2021 Google

Harwich, Massachusetts



Street View

HARWICH CULTURAL CENTER, ACROSS
SISSON ROAD

IX. FINANCING

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

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

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



Chloe's Path Apartments
Sisson Road, Harwich, MA

Preliminary Construction Budget & Pro Forma

96 Units

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

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

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

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

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



June 30, 2021

To Whom It Concern:

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

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

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

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

Sincerely,

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

Brian H. Bullock
Chief Commercial Lender
Executive Vice President

XI. DEVELOPMENT SCHEDULE

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

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

Please complete the following chart with the appropriate projected dates:

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

XII. MARKETING OUTREACH AND LOTTERY

Affirmative Fair Housing Marketing Plan:

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

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



your resource for Affordable Housing



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

**Marketing and Outreach Plan
Lottery Plan**

Introduction

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

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

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

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

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

General Information

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

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

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

80% of Median

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

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

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

Marketing and Outreach Plan

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

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

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

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



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

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

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

Eligibility Criteria

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

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

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

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

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

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

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

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

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

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

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

Lottery Process

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

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

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

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

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

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

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

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

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

Monitoring Agent and Tenant Annual Eligibility Certification

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

Waiting Lists, Re-Marketing or Continuous Marketing

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

a. Minimum Application Period

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

b. "First Come, First Served"

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

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

c. Continuous Marketing/Persons with Disabilities

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

Unit Turnover

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

Summary

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

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

Brian Bush
Chloe's Apartments/ Kemah Apartments, LLC

DATE

Maureen O'Hagan
MCO Housing Services, LLC

DATE

Chloe's Path Apartments

LOTTERY APPLICATION

Application Deadline: TBD

For Office Use Only:

Date Appl. Rcvd: _____

Household Size: _____

Lottery Code: _____

Local: Yes/No

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Cell: _____ Work Telephone: _____

Email: _____

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

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

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

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

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

Are you disabled: ___ Yes ___ No

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

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

Please explain: _____

The total household size is: _____

Household Composition (including applicant(s))

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____



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

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

TOTAL MONTHLY INCOME: _____

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

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

TOTAL ASSETS _____

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

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

ABOUT YOUR HOUSEHOLD: (OPTIONAL)

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

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



SIGNATURES:

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

Signature _____
Applicant(s)

Date: _____

Signature _____
Co-Applicant(s)

Date: _____

See page XX for return information.



Chloe's Path Apartments

Affidavit & Disclosure Form

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

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

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

Income from all family members must be included.

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



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

Applicant

Co-Applicant

Date

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

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

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

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



8. _____ If you are self-employed you MUST provide a detailed Profit and Loss statement for the last 12 months and three months of business checking and savings accounts along with last three Federal Income Tax Returns. Uber, Lyft, Grubhub, etc. are considered self employment.

9. _____ Federal Tax Returns – 2020 if completed. (NO STATE TAX RETURNS)

- **NOTE:** Provide all pages that are submitted to the IRS. For example, if a Schedule C is submitted to the IRS and not part of your application, your application will be considered incomplete.
- **NOTE:** If you did not submit a tax return for the 2019 then you must provide a Verification letter of non-filing from the IRS. The form to request is 4506-T and can be found on irs.gov.
- **NOTE:** If you filed your taxes and are unable to locate you can request the transcript of your Federal taxes by submitting form 4506-T to the IRS. The form can be found on irs.gov.

10. _____ W2 and/or 1099-R Forms: 2020

11. _____ Interest, dividends and other net income of any kind from real or personal property.

12. Asset Statement(s): provide **current** statements of all that apply, unless otherwise noted:
_____ Checking accounts – Last **three (3)** months of statements – EVERY PAGE - FRONT AND BACK.

- **NOTE:** If you have cash deposits or non payroll or income deposits you MUST identify where the funds have come from. If you fail to explain they will be counted as income, which may put you over the income limit.
- **NOTE:** Do NOT provide a running transaction list of activity. You must provide the individual statements.

_____ Pre-paid debit card statements – current month.

- **NOTE:** This is **NOT** your ATM/Debit card. This is usually a separate debit card statement showing income deposited directly onto the debit card, i.e. Social Security or other regular income.
- **NOTE:** If Social Security payments are deposited on a Direct Express card it is your responsibility to provide proof. You can print a statement from the Direct Express website at <https://www.usdirectexpress.com/>.

_____ Saving accounts – last three months of full statements

_____ Revocable trusts

_____ Equity in rental property or other capital investments

_____ Investment accounts, including stocks, bonds, Treasury Bills, Certificates of Deposit, Mutual Funds and Money Market Accounts including all individual retirement accounts, 401K, Keogh accounts and Retirement and Pension funds.

_____ Cash value of Whole Life or Universal Life Insurance Policy.

_____ Personal Property held as an investment

_____ Lump-sum receipts or one-time receipts



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

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

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

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

Print Applicants Name(s): _____

Applicants Signature

DATE

Co-Applicants Signature

DATE

See page XX for return information.



Chloe's Path Apartments
Harwich, MA

Release of Information Authorization Form

Date: _____

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

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

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant Signature

Applicant Signature

Mailing Address



Return the following to MCO Housing Services, LLC:

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

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

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

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

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

Email: lotteryinfo@mcohousingservices.com

TTY: 711, when asked 978-456-8388

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





FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

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

FY 2021 Income Limits Summary

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

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

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

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

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

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

Allowances for Tenant-Furnished Utilities and Other Services

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

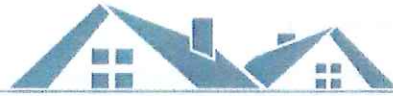
OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Unit Type					Date (mm/dd/yyyy)
Housing Assistance Corp.		Multi					12/1/19
Utility or Service	Monthly Dollar Allowances						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas	43	49	55	62	68	74
	b. Bottle Gas	72	85	98	112	126	140
	c. Oil / Electric	57/47	66/54	77/71	88/87	99/103	110/120
	d. Coal / Other						
Cooking	a. Natural Gas	4	5	7	9	12	14
	b. Bottle Gas	8	10	14	19	23	27
	c. Oil / Electric	10	12	17	22	27	32
	d. Coal / Other						
Other Electric	37	44	61	78	95	112	
Air Conditioning							
Water Heating	a. Natural Gas	10	12	17	23	28	33
	b. Bottle Gas	20	24	34	45	56	66
	c. Oil / Electric	16/25	19/30	27/38	35/46	44/55	52/63
	d. Coal / Other						
Water	48	50	62	81	99	118	
Sewer							
Trash Collection	14	14	14	14	14	14	
Range/Microwave							
Refrigerator	52	52	52	52	52	52	
Other - specify	TOTALS	\$ 192	\$ 239	\$ 285			
Actual Family Allowances To be used by the family to compute allowance. Complete below for the actual unit rented.						Utility or Service	per month cost
Name of Family _____ Address of Unit _____ Number of Bedrooms _____						Heating	\$ _____
						Cooking	_____
						Other Electric	_____
						Air Conditioning	_____
						Water Heating	_____
						Water	_____
						Sewer	_____
						Trash Collection	_____
						Range/Microwave	_____
						Refrigerator	_____
						Other	_____
						Total	\$ _____



your resource for Affordable Housing



MAXIMUM PROPERTY RENTS

YEAR: 2021 Income Limits

PROPERTY: Sisson Road Apartments

FMR AREA: Dukes County

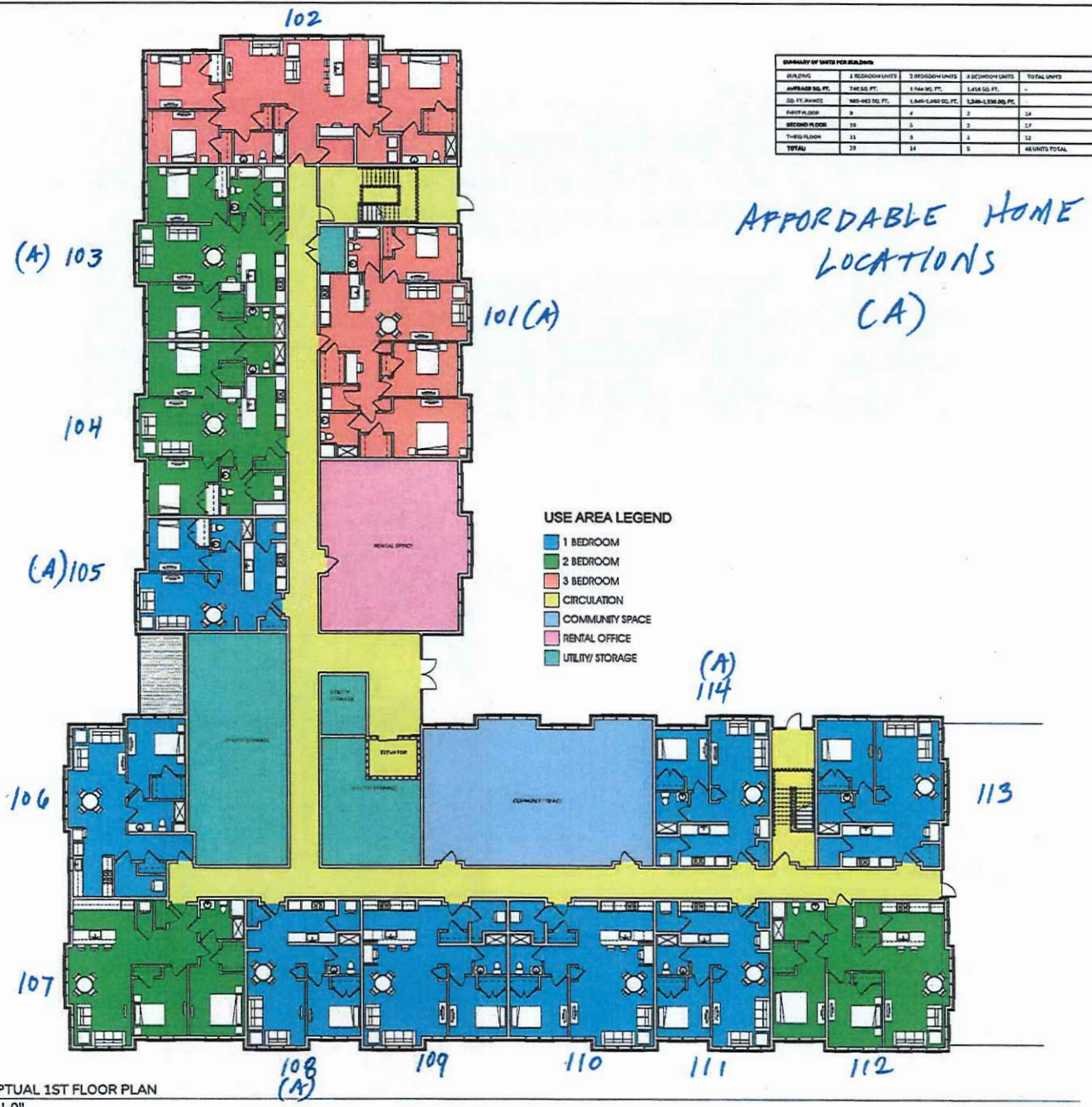
FINANCING PROGRAM: DHCD

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

* 30% of Median

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

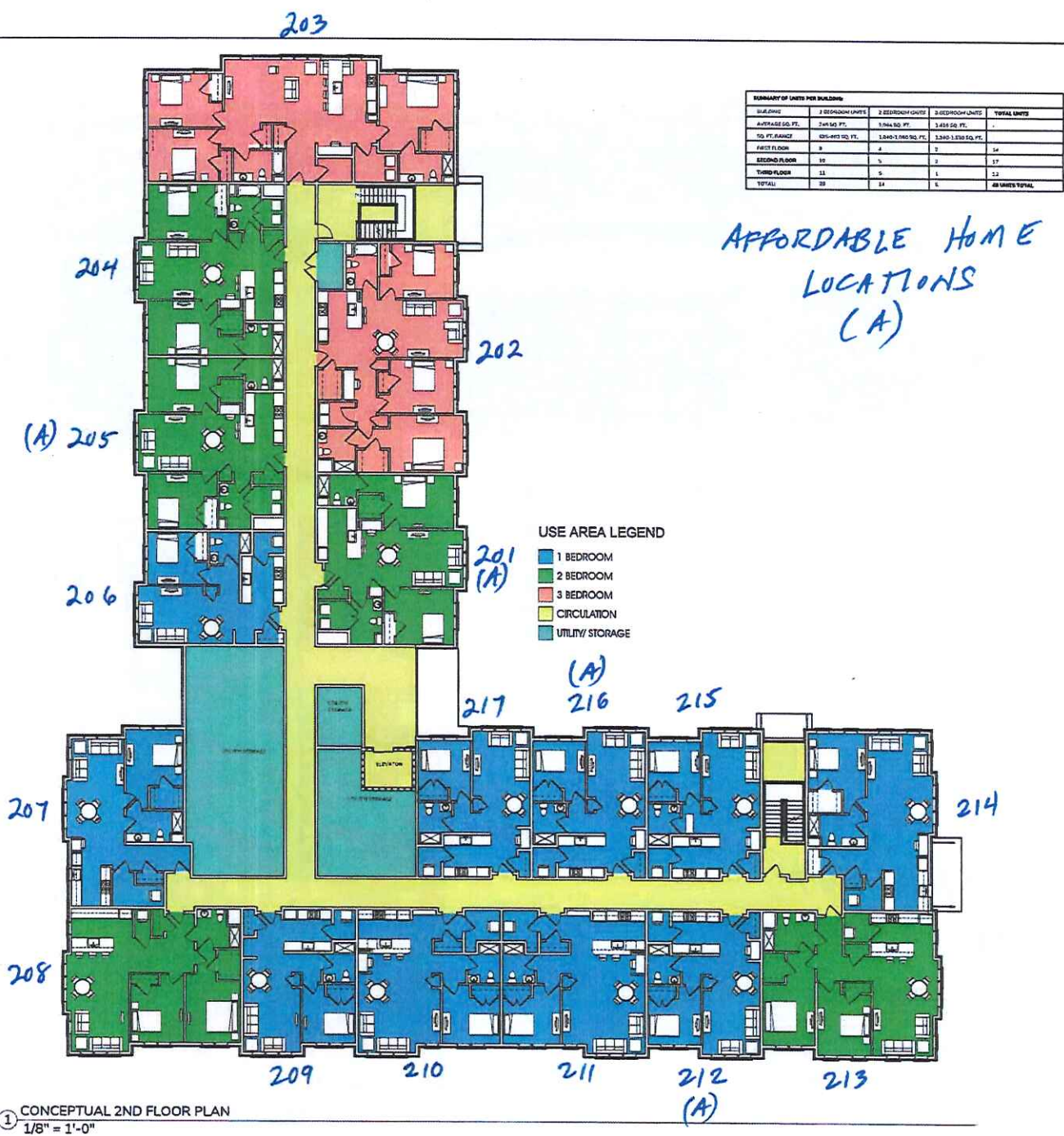
* HUD Form Attached



SUMMARY OF UNITS PER BUILDING				
BUILDING	2 BEDROOM UNITS	3 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	745 SQ. FT.	1,144 SQ. FT.	1,434 SQ. FT.	-
GD. FT. MARKET	565-662 SQ. FT.	1,045-1,045 SQ. FT.	1,330-1,330 SQ. FT.	-
FAMILY ROOM	0	4	2	6
SECOND FLOOR	0	5	2	7
THIRD FLOOR	0	3	1	4
TOTAL	56	14	5	75 UNITS TOTAL

APPRODABLE HOME
LOCATIONS
(A)

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



AFFORDABLE HOME
LOCATIONS
(A)

USE AREA LEGEND

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

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

303

(A) 304

305

306

307

308

309

(A)

310

311

312

313

302

301

(A) 317

316

315

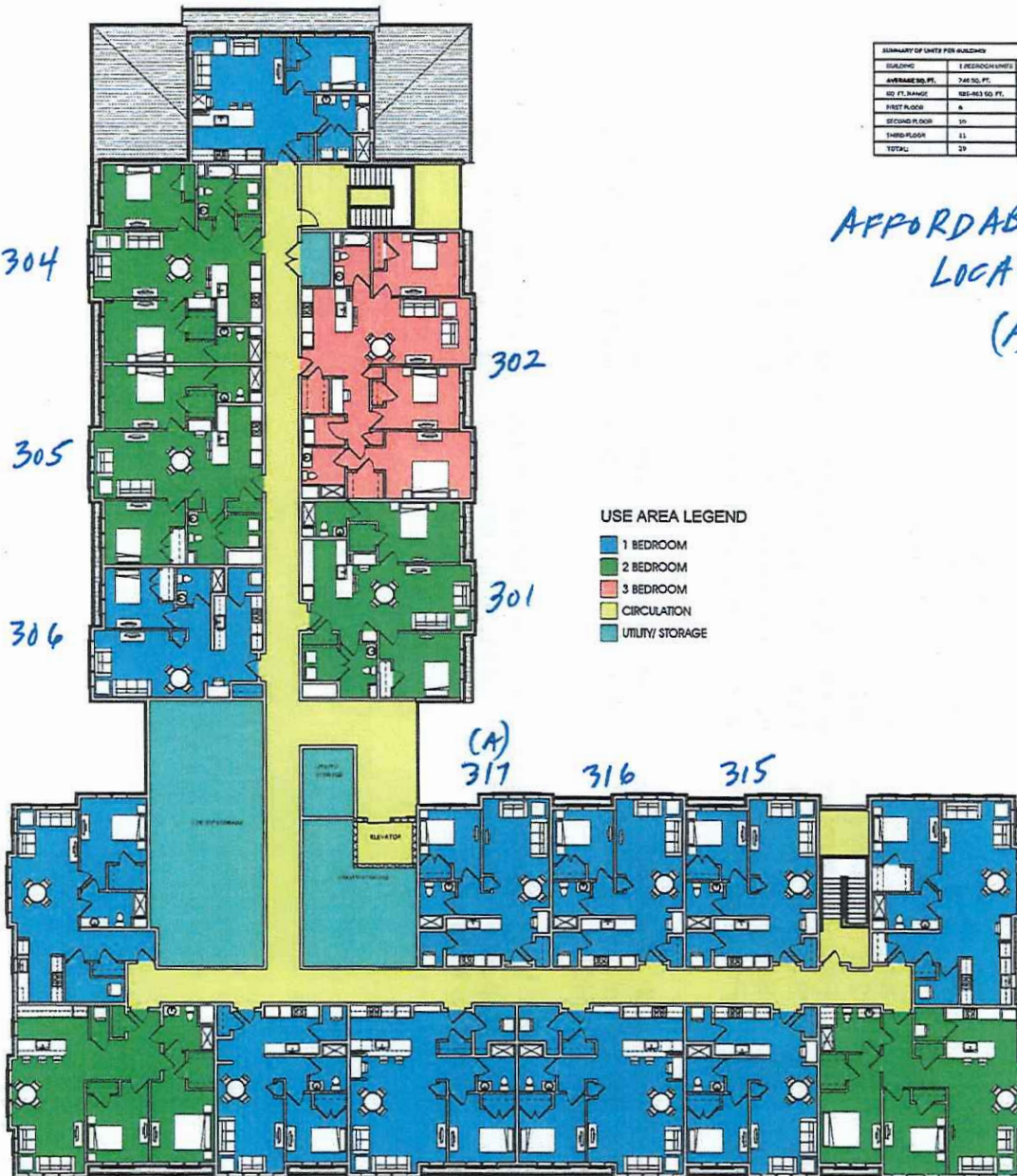
314

SUMMARY OF UNITS PER BUILDING				
SLABING	1 BEDROOM UNITS	2 BEDROOM UNITS	3 BEDROOM UNITS	TOTAL UNITS
AVERAGE SQ. FT.	745 SQ. FT.	1044 SQ. FT.	1415 SQ. FT.	-
SQ. FT. RANGE	585-815 SQ. FT.	1040-1190 SQ. FT.	1330-1510 SQ. FT.	-
FIRST FLOOR	6	4	2	14
SECOND FLOOR	10	5	2	17
THIRD FLOOR	11	5	1	17
TOTAL	27	14	5	46 UNITS TOTAL

AFFORDABLE HOME LOCATIONS (A)

USE AREA LEGEND

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



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

XIII. CHECKLIST OF ATTACHMENTS

The following documentation must accompany each application:

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

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

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

By RIGHT Subdivision Plan APPROVED



OWNERS OF RECORD:
 LOUIS J. SOBANA, JR., TRUSTEE
 QUINCY HOOD REALTY TRUST
 DEED BOOK 27485 PAGE 10
 PLAN BOOK 329, PAGE 21
 ACCESSORS MAP 31, PARCEL D-4

ARTHUR F. DOANE, JR.
 VIRGINIA DOANE
 DEED BOOK 1412 PAGE 465
 ACCESSORS MAP 31, PARCEL D-3

LEGEND

ADJACENTS:
 A) DANIEL L. COMBES
 DEED BOOK 27668 PAGE 53
 ACCESSORS MAP 31 PARCEL A-1
 B) WALTER FOOTER
 DEED BOOK 12304 PAGE 312
 ACCESSORS MAP 31 PARCEL A-2
 C) GARY J. ZELCH
 ELIZABETH D. ZELCH
 DEED BOOK 4941 PAGE 112
 ACCESSORS MAP 31 PARCEL A-3
 D) KENNETH A. MULLOSA SOUTHWOOD
 DEED BOOK 25553 PAGE 252
 ACCESSORS MAP 31 PARCEL A-4
 E) THOMAS P. CAROL THORNTON
 DEED BOOK 25754 PAGE 122
 ACCESSORS MAP 31 PARCEL A-5

REGISTERED PROFESSIONAL ENGINEER
 IN SEP 1948
 DEPARTMENT OF PROFESSIONAL REGULATION

FOR REGISTRY USE ONLY
 I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS EFFECTIVE JANUARY 1, 1976 AND AMENDED JANUARY 7, 1988.
 DATE _____
 PROFESSIONAL ENGINEER
 PRELIMINARY PLAN
 DATE OF APPLICATION 10-20-2015
 DATE OF APPROVAL 11-11-2015
 DEFINITIVE PLAN
 DATE OF APPLICATION 10-20-2015
 DATE OF APPROVAL 10-20-2015
 DATE OF SIGNING _____

SUBJECT	ZONING TABLE									
	RESIDENTIAL - LOW DENSITY - R1	RESIDENTIAL - LOW DENSITY - R2	RESIDENTIAL - LOW DENSITY - R3	RESIDENTIAL - LOW DENSITY - R4	RESIDENTIAL - LOW DENSITY - R5	RESIDENTIAL - LOW DENSITY - R6	RESIDENTIAL - LOW DENSITY - R7	RESIDENTIAL - LOW DENSITY - R8	RESIDENTIAL - LOW DENSITY - R9	RESIDENTIAL - LOW DENSITY - R10
FRONTAGE FEET	150	225	300	375	450	525	600	675	750	825
LOT AREA SQ. FT.	45,000	67,500	90,000	112,500	135,000	157,500	180,000	202,500	225,000	247,500
FRONT YARD SETBACK	25 FEET	30 FEET	35 FEET	40 FEET	45 FEET	50 FEET	55 FEET	60 FEET	65 FEET	70 FEET
REAR YARD SETBACK	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET
SIDE YARD SETBACK	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET
MINIMUM LOT AREA	150	225	300	375	450	525	600	675	750	825
MINIMUM FRONT SETBACK	20 FEET	25 FEET	30 FEET	35 FEET	40 FEET	45 FEET	50 FEET	55 FEET	60 FEET	65 FEET
MINIMUM SIDE SETBACK	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET
MINIMUM REAR SETBACK	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET
MINIMUM FRONT SETBACK	20 FEET	25 FEET	30 FEET	35 FEET	40 FEET	45 FEET	50 FEET	55 FEET	60 FEET	65 FEET
MINIMUM SIDE SETBACK	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET
MINIMUM REAR SETBACK	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET	5 FEET

AREA OF NEW LAND PARCELS (L1 AND REMAINDERS OF B):
 APPROXIMATE TOTAL AREA = 575,330 SQ. FT. OR 13.11 ACRES
 APPROXIMATE UPLAND AREA = 401,190 SQ. FT. OR 9.25 ACRES
 APPROXIMATE WETLAND AREA = 172,130 SQ. FT. OR 3.95 ACRES
 NOTE: LOTS 8 THROUGH 9 CONTAIN NO WETLAND AREA THE PROPERTY LINES ARE THE EDGE OF THE WETLAND. LOT 3 CONTAINS 1.785 ACRES OF WETLAND AREA.
 TOTAL ROAD AREA = 50,187 SQ. FT. OR 1.15 ACRES
 NOTE: LOTS 8 AND 9 ARE UNDEVELOPABLE LOTS

BOARD OF HEALTH ENDORSEMENT:
 REFER TO THE TOWN BOARD OF HEALTH FOR APPROVAL WITH THE TOWN BOARD OF HEALTH AND THE TOWN ENGINEER, INC.

Arthur N. Desautels
 1. *Arthur N. Desautels*
 CLERK OF THE TOWN OF HARWICH, HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

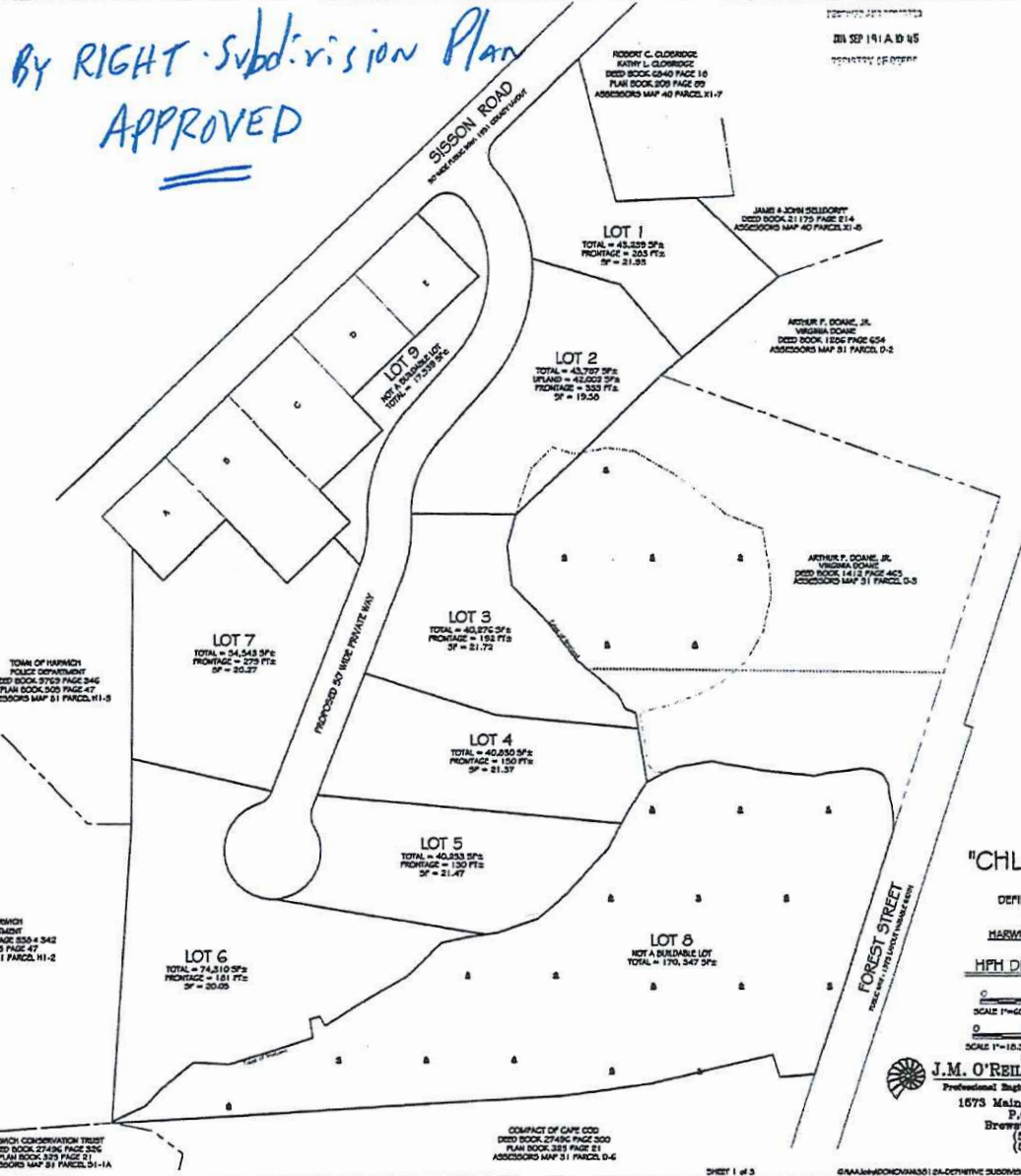
SEE COVENANT TO BE RECORDED HEREWITH
 HARWICH PLANNING BOARD

DATE _____
Arthur N. Desautels
Joseph A. McNeil
Thomas C. Kegan

TOWN OF HARWICH
 FIRE DEPARTMENT
 DEED BOOK 8762 PAGE 334 + 342
 PLAN BOOK 305 PAGE 47
 ACCESSORS MAP 31 PARCEL H1-2

HARWICH CONSERVATION TRUST
 DEED BOOK 27436 PAGE 326
 PLAN BOOK 329 PAGE 22
 ACCESSORS MAP 31 PARCEL 31-1A

COMPACT OF CAPE COD
 DEED BOOK 27436 PAGE 300
 PLAN BOOK 329 PAGE 22
 ACCESSORS MAP 31 PARCEL D-4



"CHLOE'S PATH"

DEFINITIVE SUBDIVISION
 PLAN OF LAND
 IN
 HARWICH, MASSACHUSETTS
 FOR
 HPH DEVELOPMENT, LLC
 SCALE 1"=60'
 SCALE 1"=16.30 METERS
 J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1875 Main Street - Route 6A
 P.O. Box 1773
 Brewster, MA 02631
 (508) 898-8861
 (508) 898-8862

666 20

Law Office of Singer & Singer, LLC

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

Andrew L. Singer
Marian S. Rose

Myer R. Singer (1938-2020)

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

Harwich Board of Selectmen

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

Presentation Handout (July 26, 2021)

Introduction

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

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

Discussion

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

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

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

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

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

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

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

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

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

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

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

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

- https://www.harwich-ma.gov/sites/g/files/vyhlif3236/f/file/file/harwich_housing_production_plan_final.pdf
- <https://www.harwich-ma.gov/harwich-affordable-housing-trust>
- <https://www.harwich-ma.gov/sites/g/files/vyhlif3236/f/file/file/finalplan04262011summary.pdf>
- <http://www.housing.ma/harwich/report>

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

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

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

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

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

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

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

4. Pre-filing, Preliminary Town and Community Outreach

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

5. Subsidized Housing Inventory

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

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

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

6. Introduction of Developer Partner

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

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

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

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

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

Conclusion

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

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

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

Thank you.

Law Office of Singer & Singer, LLC

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

Andrew L. Singer
Marian S. Rose

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

Myer R. Singer (1938-2020)

August 19, 2021

Via Email

Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

Re: Chloe's Path Apartments, Harwich

Dear Members of the Board:

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

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

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

Thank you.

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

ALS/a

STATEMENT OF CONFIDENTIALITY

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

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

Law Office of Singer & Singer, LLC

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

Andrew L. Singer
Marian S. Rose

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

Myer R. Singer (1938-2020)

September 27, 2021

Via Email and Hand Delivery

Harwich Board of Selectmen
732 Main Street
Harwich, MA 02645

Re: Chloe's Path Housing, Chloe's Path, Harwich

Dear Members of the Board:

I am writing in advance of our continued meeting with you on October 4, 2021, to update you on the proposal to create the Chloe's Path affordable housing community.

When we first met with you, several issues and areas of concern were raised. The Applicants and their consultants have met weekly since that time working to address those matters as much as possible at this stage in order to provide the Board with comfort that all matters are being reviewed seriously and with forethought as the review process takes shape for a Comprehensive Permit to develop the land.

Attached are the following supplemental materials for your review:

1. Project Benefits List (Singer & Singer);
2. Preliminary Traffic Review Memorandum (VHB);
3. Recorded Deed Restriction and Plan; and
4. Market Potential Analysis (Tracy Cross & Associates, Inc.).

All MADEP wastewater regulations will be satisfied, and the environment will be protected. All MESA/NHESP regulations will be satisfied, and sensitive habitat and species will be protected. All stormwater regulations will be satisfied, and the groundwater will be protected. The proponents will continue to work with MADEP, MESA/NHESP, and Town Departments on each of these issue areas throughout the regulatory process.

This is a proposed development with many moving parts. Because this is a Comprehensive Permit process, we cannot answer all questions at this time. We will be preparing and providing additional materials throughout the Zoning Board of Appeals review process based on continued input received from the Town and State. The Applicants' goal is to make this proposal a win-win-win for the residents of the property, the local community and Town, and the property owner.



Everyone talks about the urgent need for affordable housing, that we are in a crisis. Housing experts agree that density is required to make such housing practical. Chloe's Path Housing provides just such housing in a manner that will be aesthetically attractive, environmentally protective, and economically feasible.

Thank you for your time and consideration.

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

ALS/a
Attachments

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Harwich Board of Selectmen

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

Project Benefits List (September 27, 2021)

- Safe and convenient location within walking distance to multiple Town services
- Provide critically needed market rate and affordable, year-round rental opportunities in Harwich
- Will comply with MADEP discharge requirements in Saquatucket Estuary
- Will comply with recorded deed restriction for protected parcel of land along Forest Street
- Will comply with MESA/NHESP regulations and either seek an amendment to existing approval or redesign site layout. As previously required, the southeast field will be mowed to create turtle nesting habitat as allowed by the Commonwealth later in the Fall
- Will comply with all dimensional setback, building coverage, and site coverage requirements of Harwich Zoning By-Law
- Will comply with all stormwater regulations
- Will comply with all lighting regulations
- Will provide crosswalk at and bus stop along Sisson Road
- VHB completed a Preliminary Traffic Review Memorandum for peak summer conditions and calculates that the rental community will generate 46 weekday morning peak trips per hour and 57 weekday evening peak trips per hour. Further review and analysis will be completed during the permitting process



Memorandum

To: Mr. Gary Terry

Date: September 1, 2021

Project #: 15405.00

From: Randall Hart, Principal

Re: Preliminary Traffic Review
Chloe's Path Residential Development
Harwich, Massachusetts

VHB has prepared this preliminary traffic memo to evaluate the potential residential development proposed along Chloe's Path in Harwich, Massachusetts. Specifically, this assessment considers potential project traffic generation and for the project. The potential residential development is comprised approximately 96 apartment units. The following summarizes our findings.

Trip Generation

The ITE *Trip Generation Manual*¹ was used to estimate trips associated with the proposed residential development. The trip generation estimates for the proposed facility were calculated using Land Use Codes (LUC 220 Multifamily Housing, Low-Rise) for the apartments. The proposed vehicle trip estimates are presented in Table 1.

Table 1 Trip Generation Summary

	Apartments ^a
Weekday Daily	
Enter	342
Exit	342
Total	685
Weekday Morning Peak Hour	
Enter	11
Exit	35
Total	46
Weekday Evening Peak Hour	
Enter	36
Exit	21
Total	57

^a Based on ITE LUC 220 (Multifamily Housing, Low-Rise) for 96 apartments

As demonstrated in Table 1, the proposed Chloe's Path residential project is expected to generate approximately 685 vehicle trips (342 entering and 342 exiting) on a daily basis, 46 vehicle trips (11 entering and 25 exiting) during the

¹ Trip Generation Manual, 10th Edition, Institute of Transportation Engineers, Washington, D.C., 2017

101 Walnut Street
PO Box 9151
Watertown, MA 02472-4026
P 617.924.1770

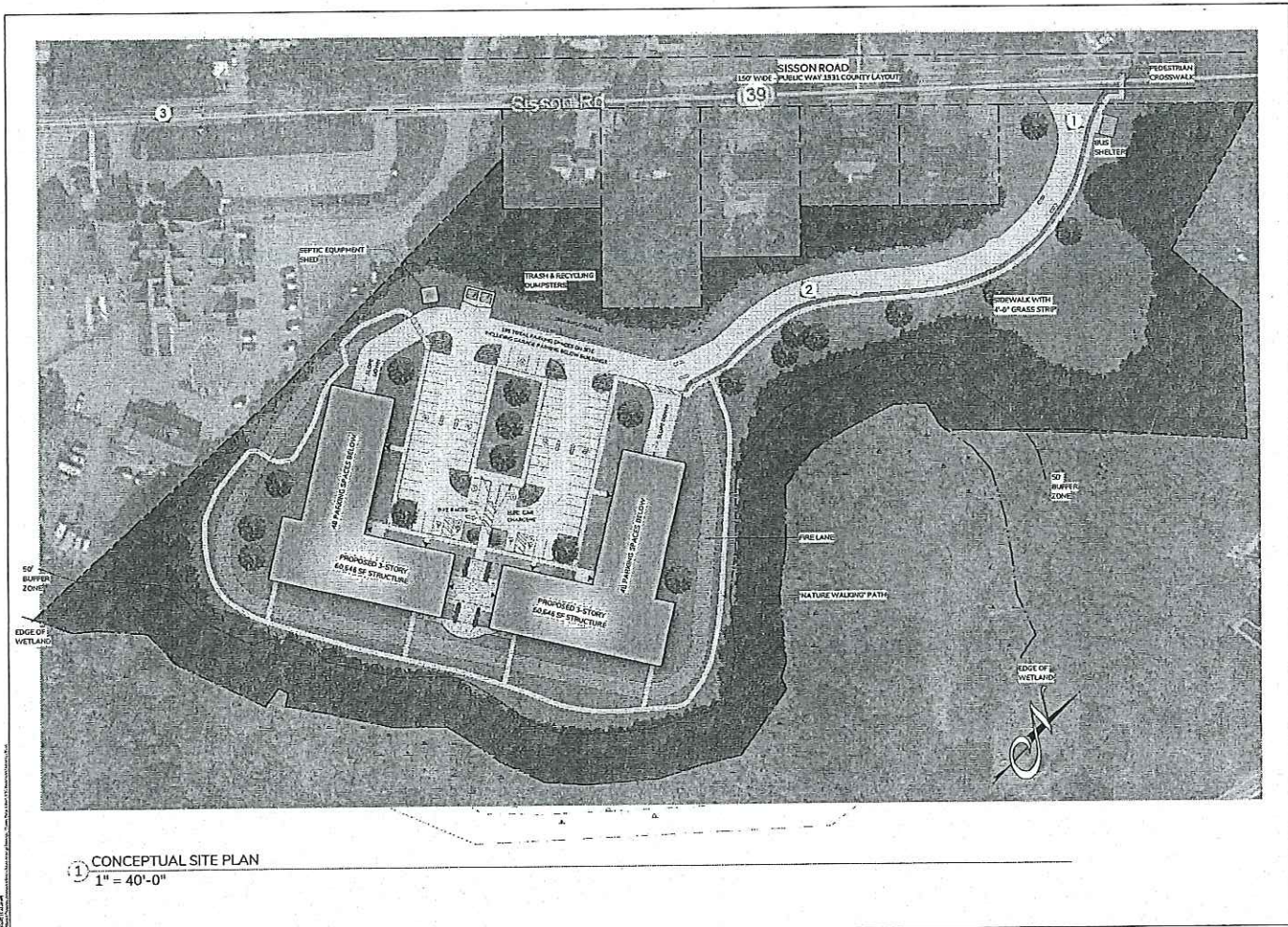
weekday morning peak hour, and 57 vehicle trips (36 entering and 21 exiting) during the weekday evening peak hour. The trip generation worksheets are provided as an attachment to this memorandum.

Attachments

Conceptual Site Plan

ITE Traffic Projection Backup Sheets

Conceptual Site Plan



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

Catalyst
ARCHITECTURE/ENGINEERING
100 W. MAIN ST., SUITE 200
HARWICH, MA 02645
TEL: 978.463.1111
WWW.CATALYSTARCHITECTURE.COM

CHLOES PATH HOUSING
HARWICH, MA 02645

PROPOSED
CONCEPTUAL
SITE PLAN

DATE: 05.21.2024
PROJECT: CHLOES PATH HOUSING
SCALE: AS SHOWN
DATE: 05.21.2024

DATE: 05.21.2024
SCALE: 1" = 40'-0"

SP1.1

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ITE Trip Generation Worksheets

ITE TRIP GENERATION WORKSHEET
(10th Edition, Updated 2017)

LANDUSE: Multi-Family Housing (Low-Rise - 1-2 Story)
 LANDUSE CODE: 220 Independent Variable --- Number of Units
 SETTING/LOCATION: General Urban/Suburban
 JOB NAME: _____
 JOB NUMBER: _____ 96 units

WEEKDAY

RATES:	# Studies	R ²	Total Trip Ends			Independent Variable Range			Directional Distribution	
			Average	Low	High	Average	Low	High	Enter	Exit
DAILY	29	0.96	7.32	4.45	10.97	168	5	590	50%	50%
AM PEAK OF GENERATOR	36	0.91	0.56	0.34	0.97	161	5	495	28%	72%
PM PEAK OF GENERATOR	35	0.94	0.67	0.41	1.25	146	5	495	59%	41%
AM PEAK (ADJACENT ST)	42	0.90	0.46	0.18	0.74	199	5	650	23%	77%
PM PEAK (ADJACENT ST)	50	0.86	0.56	0.18	1.25	187	5	650	63%	37%

TRIPS:

	BY AVERAGE			BY REGRESSION		
	Total	Enter	Exit	Total	Enter	Exit
DAILY	703	351	351	685	342	342
AM PEAK (ADJACENT ST)	44	10	34	46	11	35
PM PEAK (ADJACENT ST)	54	34	20	57	36	21

SATURDAY

RATES:	# Studies	R ²	Total Trip Ends			Independent Variable Range			Directional Distribution	
			Average	Low	High	Average	Low	High	Enter	Exit
DAILY	5	0.93	8.14	3.36	11.40	89	48	148	50%	50%
PEAK OF GENERATOR	5	0.92	0.70	0.41	0.93	89	48	148	N/A	N/A

TRIPS:

	BY AVERAGE			BY REGRESSION			Caution - Small :
	Total	Enter	Exit	Total	Enter	Exit	
DAILY	781	391	391	823	412	412	Caution - Small :
PEAK OF GENERATOR	67	N/A	N/A	70	N/A	N/A	Caution - Small :

SUNDAY

RATES:	# Studies	R ²	Total Trip Ends			Independent Variable Range			Directional Distribution	
			Average	Low	High	Average	Low	High	Enter	Exit
DAILY	5	0.96	6.28	2.61	8.22	89	48	148	50%	50%
PEAK OF GENERATOR	5	0.93	0.67	0.36	0.93	89	48	148	N/A	N/A

TRIPS:

	BY AVERAGE			BY REGRESSION			Caution - Small :
	Total	Enter	Exit	Total	Enter	Exit	
DAILY	603	301	301	631	315	315	Caution - Small :
PEAK OF GENERATOR	64	N/A	N/A	67	N/A	N/A	Caution - Small :

DECLARATION OF RESTRICTION

19th THIS DECLARATION OF RESTRICTION (hereinafter the "Declaration") is made this day of SEPTEMBER, 2016, by HFH Development, LLC with an address of 39 George Ryder Road, Chatham, MA 02633 (hereinafter the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain parcel of land located in the Town of Harwich, Barnstable County, Massachusetts (hereinafter the "Property"), shown on as Parcel B-1 on the plan entitled "Approval Not Required Plan of Land in Harwich, Massachusetts for Donovan Building Corporation" dated December 11, 2015, prepared by J.M. O'Reilly & Associates, Inc., and recorded in the Barnstable County District Registry of Deeds at Plan Book 666 as Plan 20-22 (the "Plan"); and

WHEREAS, the Property contains important habitat, breeding sites, and migration routes for wildlife including the Eastern Box Turtle (*Terrapene Carolina*) which at the time of this recording is listed as endangered pursuant to the Massachusetts Endangered Species Act (MESA) (G.L. c. 131A:3 and 321 CMR 10.23); and

WHEREAS, Declarant desires to protect a significant contiguous area of this rare species habitat as an integral part of the development of the Property; and

WHEREAS, the Property is subject to the terms and provisions of MA Endangered Species Act [G.L. c. 131A]; and

WHEREAS, Declarant desires and agrees that Parcel B-1, which contains approximately 40,000 square feet as shown on said Plan, shall be maintained in perpetuity as habitat and open space, subject to the Prohibited Acts and Uses and Reserved Rights set forth below;

NOW, THEREFORE, Declarant hereby voluntarily declares and imposes in perpetuity upon the Parcel the following covenants, conditions and restrictions for the benefit of Declarant, the Town of Harwich [hereinafter the "Town"], and the Commonwealth of Massachusetts Division of Fisheries and Wildlife [hereinafter the "Division"], and said Property shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth.

1. **Prohibited Acts and Uses.** Subject to the exceptions set forth in Section 2 below, the following acts and uses are prohibited in the Parcel:
 - A. Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, tower, or other temporary or permanent structure or facility in, on, above or below said Parcel.
 - B. Mining, excavating, dredging or removing soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit.

- C. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance of material whatsoever or the installation of underground storage tanks.
 - D. Cutting, removing or otherwise destroying trees, grasses or other vegetation or disturbance of shrubs, ground, forest floor or leaf litter.
 - E. The use of motorized vehicles of any kind, except as required by the police, fire department or any other governmental agents in carrying out their lawful duties.
 - F. Activities substantially detrimental to drainage, flood control, water conservation, erosion control or soil conservation.
 - G. Any other use of or activity on the Parcel which would materially impair significant conservation interests thereon unless necessary for the protection of the conservation interest that are the subject of this restrictive covenant.
2. Reserved Rights. Notwithstanding any provisions herein to the contrary, Declarant reserves to itself and its successors and assigns the right to:
- A. establish, enforce, waive, alter and amend such additional rules, regulations, covenants, conditions and restrictions governing use of the Parcel as are not otherwise prohibited by this Declaration of Restriction as agreed to in writing by the Division and allowed by applicable federal, state or local law or regulation, and
 - B. conduct or permit the following activities in the Parcel if such acts do not materially impair significant conservation interests:
 - 1) Selective cutting or pruning of trees and vegetation to maintain access to and over existing footpaths located thereon and for protection of persons and property from imminent risks of harm or damage to persons and structures.
 - 2) Construct fences or necessary boundary markers on the Parcel upon written consent by the Division, such consent not to be unreasonably withheld.
 - 3) Habitat management activities, including forestry, may be permissible with prior written approval from the Natural Heritage and Endangered Species Program of the Division of Fisheries and Wildlife (the "Division"), its successors and assigns;
3. Monuments and Signage. The Declarant and the Declarant's Successors shall maintain in good condition any, bounds, monuments, markers and signs shown on the Plan,

demarcating the boundaries of the Parcel, and shall repair and or replace said monuments and signage on an as needed basis.

4. **Term - Binding Effect In Perpetuity.** This Declaration of Restriction and its provisions herein set forth shall run with the Parcel as shown on said Plan in perpetuity from the date of recordation in the Barnstable County Registry of Deeds and shall be binding upon Declarant, Declarant's successors and assigns, and any other party having an ownership interest in said Parcel or claiming to have an interest with respect to said Parcel as tenants, invitees, licenses or otherwise, and all of the respective heirs, successors, grantees, mortgages, assigns, agents, contractors, subcontractors and employees of the foregoing.

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

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

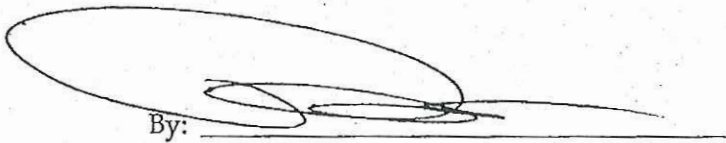
5. **Enforceability.** The Town and the Division, jointly and severally, shall have the authority and right to enforce this Declaration of Restriction and are a benefitted parties.

The Town and the Division, jointly and severally, shall have the right to enter the Parcel, in a reasonable manner and at reasonable times, for the purposes of (i) inspecting the Parcel to determine compliance with this Declaration of Restriction; (ii) enforcing this Declaration of Restriction; and (iii) taking any other action which may be necessary or appropriate.

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

6. Severability. If any court or other tribunal of competent jurisdiction determines that any provision of this Declaration of Restriction is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.
7. Non-Waiver. Any election by the Town and/or the Division as to the manner and timing of its right to enforce this Declaration of Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
8. Access. This Declaration of Restriction does not grant to the Town, the Division, the general public, or to any other person or entity any right to enter upon the Parcel except the right of the Town and the Division to enter the Parcel at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and enforcing this Declaration of Restriction as set forth in Section 5 above.
9. Incorporation Into Deeds, Mortgages, Leases and Instruments of Transfer. Declarant and Declarant's successors and assigns, including all subsequent owners of the Parcel, shall incorporate this Declaration of Restriction, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Parcel. Any such deed, mortgage or other interest purporting to convey any portion of the Parcel without including this Declaration of Restriction in full or by reference shall be deemed and taken to include said Declaration of Restriction in full even though said Declaration of Restriction is not expressly described or referenced therein.
10. Recordation/Registration. Declarant shall record and/or register this Declaration of Restriction with the appropriate Registry of Deeds and/or Land Registration Office within thirty (30) days of its date of execution.
11. Amendment and Release. No amendment or release of this Declaration of Restriction shall be effective unless it has been approved in writing by the Division [hereinafter the Division Approval] and said amendment or release and the requisite Division Approval has been recorded with the appropriate Registry of Deeds and/or Land Registration Office.

IN WITNESS WHEREOF, PETER B. DONOVAN, Manager of HFH Development, LLC
has caused these presents to be signed, acknowledged and delivered in its name and behalf this
18th day of SEPT, 2016.

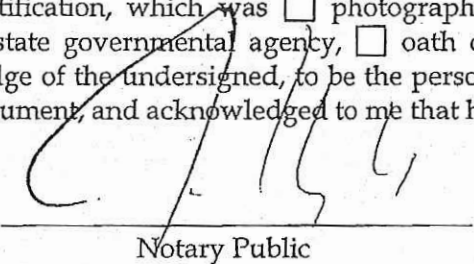


By: _____
Peter B. Donovan, Manager

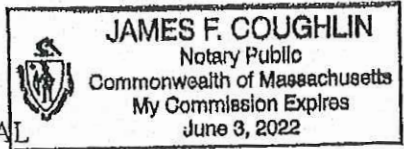
COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. 9/18, 2016

On this day before me, the undersigned notary public, personally appeared(name), proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public



SEAL

My Commission Expires: 6/3/22

BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register



OWNERS OF RECORD:

PARCEL A
ARTHUR F. DOANE, JR.
VIRGINIA DOANE
100 FOREST STREET
HARWICH, MA 02549
DEED BOOK 1412 PAGE 465
PLAN BOOK 372 PAGE 46
ASSESSORS MAP 31, PARCEL D-3
TOTAL AREA 154,450 SQ. FT. OR 3.55 AC.
UPLAND AREA 97,110 OR 2.23 AC.
WETLAND AREA 57,310 OR 1.32 AC.

PARCEL B
LOUIS J. BOURVAKA, JR., TRUSTEE
CIVILIT RECA, REALTY TRUST
P. O. BOX 1219
SOUTH DENNIS, MA 02560
DEED BOOK 17432 PAGE 70
PLAN BOOK 359 PAGE 21
ASSESSORS MAP 31, PARCEL D-4
TOTAL AREA 526,440 SQ. FT. OR 13.69 AC.
UPLAND AREA 415,810 SQ. FT. OR 9.61 AC.
WETLAND AREA 177,630 SQ. FT. OR 4.00 AC.

ADJUTERS
A.J. SARA L. DONNELLY
DEED BOOK 27500 PAGE 33
ASSESSORS MAP 31, PARCEL A-1

D.J. WALTER POSTER
DEED BOOK 12304 PAGE 315
ASSESSORS MAP 31, PARCEL A-2

C.J. GARY J. ZELCH
ELLENHUT B. ZELCH
DEED BOOK 4841 PAGE 112
ASSESSORS MAP 31, PARCEL A-3

D.J. KENNETH I. WELLSA SOUTHWORTH
DEED BOOK 23353 PAGE 262
ASSESSORS MAP 31, PARCEL A-4

E.J. THOMAS I. CAROL THIBERT
DEED BOOK 23734 PAGE 122
ASSESSORS MAP 31, PARCEL A-5

ZONING CLASSIFICATION

ZONE R (RESIDENTIAL-LOW DENSITY)
MINIMUM AREA 40,000 SQ. FT.
MINIMUM FRONTAGE 150 FEET
FRONT YARD SETBACK 25 FEET
SIDE AND REAR YARD SETBACK 20 FEET
MAXIMUM BUILDING COVERAGE 15%
MAXIMUM BUILDING HEIGHT 30 FEET
MAXIMUM SHAPE FACTOR 22

AREA OF NEW LAND PARCEL (A-1) AND REMAINDER OF (B):
APPROXIMATE TOTAL AREA = 375,320 SQ. FT. OR 13.21 AC.
APPROXIMATE UPLAND AREA = 403,190 SQ. FT. OR 9.26 AC.
APPROXIMATE WETLAND AREA = 172,130 SQ. FT. OR 3.95 AC.

NOTE
PARCELS A-1 AND B-1 CONTAIN INSUFFICIENT AREA AND FRONTAGE TO COMPLY WITH ZONING REGULATIONS AND SHALL BE CONVEYED TO ADJUTERS. PARCEL B-1 SHALL BECOME AND REMAIN A PART OF THE REMAINDER OF PARCEL A. PARCEL A-1 SHALL BECOME AND REMAIN A PART OF THE REMAINDER OF PARCEL B.

TOWN OF HARWICH
POLICE DEPARTMENT
DEED BOOK 9762 PAGE 346
PLAN BOOK 305 PAGE 47
ASSESSORS MAP 31, PARCEL H1-3

TOWN OF HARWICH
FIRE DEPARTMENT
DEED BOOK 9762 PAGE 339 & 342
PLAN BOOK 305 PAGE 47
ASSESSORS MAP 31, PARCEL H1-2

HARWICH CONSERVATION TRUST
DEED BOOK 27486 PAGE 326
PLAN BOOK 325 PAGE 21
ASSESSORS MAP 31, PARCEL S1-1A

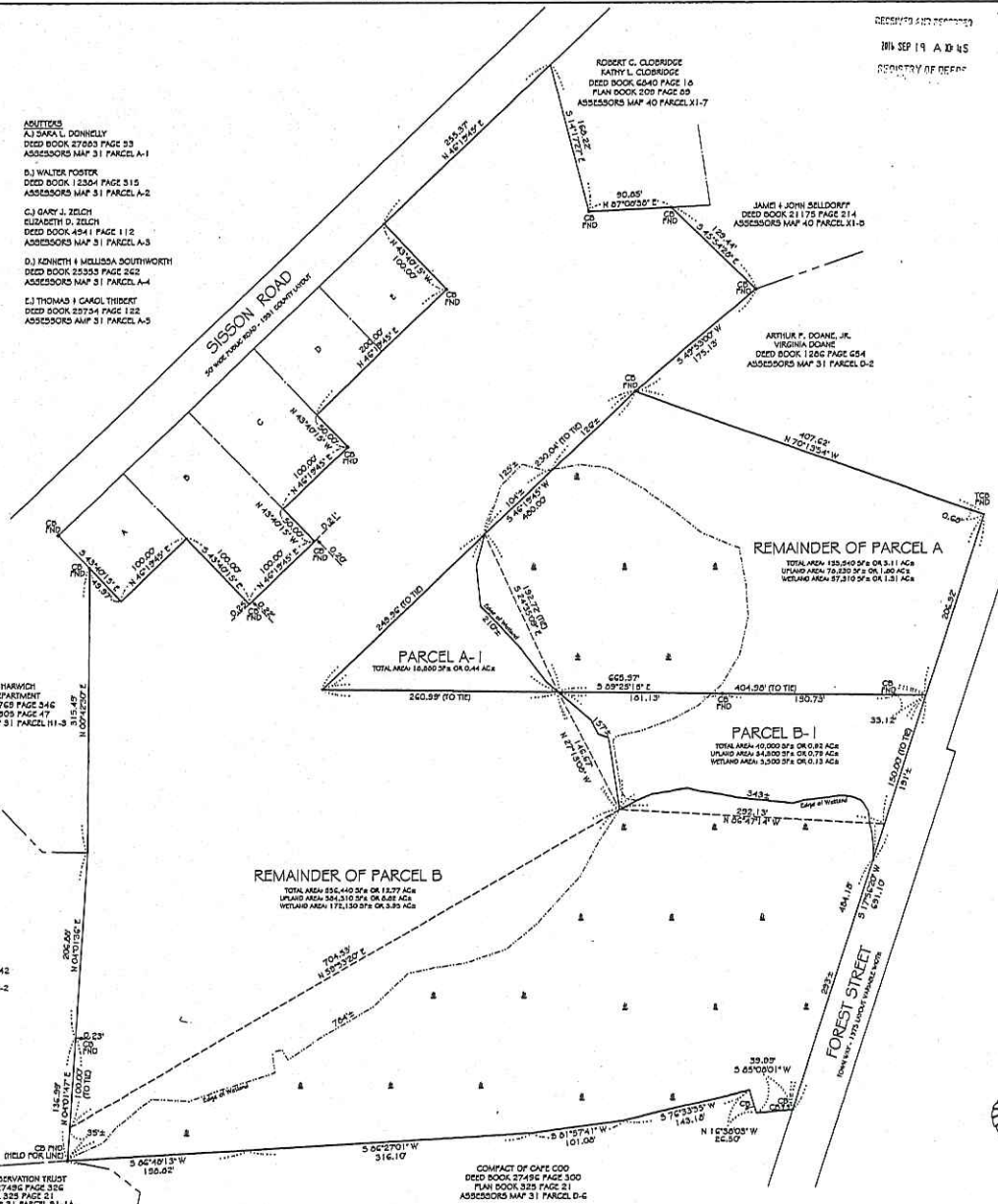
COMPACT OF CAPE COD
DEED BOOK 27496 PAGE 300
PLAN BOOK 325 PAGE 21
ASSESSORS MAP 31, PARCEL D-C

RECEIVED AND RECORDED
2016 SEP 19 A D 45
COUNTY OF DUFF

FOR REGISTRY USE ONLY

I CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS EFFECTIVE JANUARY 1, 1976 AND AMENDED JANUARY 7, 1980.

DATE 2-23-16



APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT REQUIRED

DATE OF APPLICATION February 13, 2016

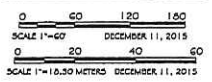
NO DETERMINATION OF COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR IS INTENDED.

HARWICH PLANNING BOARD

DATE February 23, 2016
[Signatures]

APPROVAL NOT REQUIRED

PLAN OF LAND
IN
HARWICH, MASSACHUSETTS
FOR
HFH DEVELOPMENT, LLC



J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services
1673 Main Street - Route 6A
P.O. Box 1775
Brewster, MA 02801
(508) 696-8801
(508) 696-8602

666 19

An Analysis of the Market Potential
For Apartment Development
--- Sisson Road Apartments ---
Harwich, Massachusetts

Prepared on behalf of:

Heritage Properties
100 Merrimack Street, Suite 401
Lowell, MA 01852

April 14, 2021



TRACY CROSS & ASSOCIATES, INC.
REAL ESTATE MARKET ANALYSIS
1375 E. WOODFIELD ROAD, SUITE 520
SCHAUMBURG, IL 60173
t 847.925.5400 f 847.925.5415
www.tcrossinc.com



TRACY CROSS & ASSOCIATES, INC.

INTRODUCTION

At the request of Heritage Properties, Tracy Cross & Associates, Inc. evaluated the market potential for residential development in Harwich, Barnstable County, Massachusetts. Specifically, this analysis addresses the marketability of moderate-density market rate apartments within an approximate 7.7-acre portion of a 13.21-acre parcel aligning Sisson Road immediately southwest of Forest Street. The property is situated 1.5 miles south of US 6/Mid-Cape Highway and roughly one-half mile north of MA 28, principal commutation and commercial corridors of the Lower Cape area.

**GEOGRAPHIC DELINEATION: SISSON ROAD PROPERTY
-- HARWICH, MASSACHUSETTS --**



Source: Heritage Properties and Google Maps

Overall, this analysis establishes the following:

- Conclusions regarding the depth of the Harwich area for new construction market rate multifamily development during the 2021-2025 forecast period based upon pertinent economic, demographic, and residential construction trends which define the marketplace.
- Conclusions regarding the marketability of moderate-density market rate apartments to be developed under Mass General Law Ch. 40b guidelines and distributed within a series of multi-story residential buildings to include private structured parking. These conclusions are based upon factors associated with the location of the property, the performance of proximate newer market rate apartment developments of scale, and the near term outlook for apartment development in Harwich and its environs.

- Detailed product development guidelines for apartment housing forms that have measurable market support, together within a benchmark rent strategy and associated absorption forecast to competitively position a prototype development in the marketplace.
- Alternative benchmark rent strategies and attendant absorption forecasts to enable further financial modeling.

THE SUBJECT PROPERTY AND ITS ENVIRONS

The subject property is a 13.21-acre parcel aligning Sisson Road immediately southwest of Forest Street in Harwich, Massachusetts. Formerly planned for residential duplex development, temporary roadway and other infrastructure improvements are in-place. Approximately 5.5 acres of the overall assemblage consists of dedicated wetlands along with native vegetation which will be preserved. The property is directly northeast of the Town of Harwich Police and Fire Department campus, while established residential neighborhoods align Sisson Road and Forest Street. The property is also proximate to the Grass Pond Bird Sanctuary, a popular nature area aligning Forest Street and within minutes of the many beaches, boardwalks, and nature trails of the Cape Cod National Seashore.



The Sisson Road Property



Representative Neighborhood – Harwich, MA



Cape Cod National Seashore

Sisson Road will afford future residents of the community ease of access to grocery, pharmacy, auto services, banking facilities and other daily consumer services within minutes of the subject site. Residentially, the immediate area is characterized by established neighborhoods of homes built primarily during the 1960s through the 1990s where single family home values today range from the high-\$300,000s to the \$800,000 mark inland, with coastal area home values extending well beyond \$1.0 million. The modicum of townhome, duplex and/or older condominium developments currently support values extending from the high-\$200,000s to the mid-\$400,000s. The general area is also beginning to experience a measure of teardown/replacement single family development.

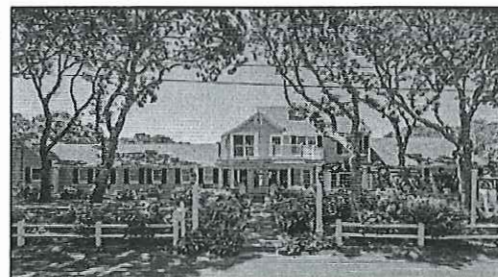
Harwich is a picturesque harbor town in the Lower Cape area of Cape Cod long been recognized as a seasonal destination for tourism and (particularly) boating enthusiasts. The town supports numerous shops, art galleries, and a variety of dining establishments, along with variety of established bed and breakfast inns and resorts. Apart from its seasonal attraction, however, US 6 and MA 28 afford residents ease of access to concentrations of employment throughout Barnstable County, as well as sources of employment throughout Plymouth County to the west which are all within an approximate 30- to 45 minute drive of Harwich.



Wychmere Harbor – Harwich, MA



Harwich Village Center



The Commodore Inn – Harwich, MA

Emergency services for residents are provided by Cape Cod Healthcare hospital campuses in Hyannis and Falmouth, which also provides affiliated diagnostic and urgent care facilities in Harwich. This health system also represents a major regional employer. While it is not expected that the proposed development would attract a significant family segment, the property is served by the well regarded Monomoy School District's Harwich Elementary and Monomoy Regional High School which are within one-half mile west and northeast of the site, respectively.

Overall, the site occupies an **excellent** location relative to regional employment, healthcare, and established ancillary services, while its alignment with Sisson Road will provide a strong marketing window for Heritage Properties.

THE PROPOSED DEVELOPMENT

As conceptualized, the Sisson Road Apartments envisions up to 100 moderate-density market rate apartments to be distributed among a series of multi-story residential buildings to (potentially) include private structured parking within a wooded, lifestyle-oriented enclave living environment. The purpose of this analysis is to forward recommendations for those apartment housing forms which have measurable market support, blend harmoniously with adjoining residential, civic, and recreational areas, and can maximize land values and overall financial return. Pending approval, construction of the proposed development is expected to commence in late-2021 or 2022 in anticipation of initial occupancies in 2023.

THE MARKET AREA

The geographic area from which primary demand support for apartment development within the Sisson Road property will emanate consists of the host Barnstable County in its entirety. Encompassing 1,306 square miles in southeastern Massachusetts, this defined *Barnstable County Market Area* consists of the Cape Cod peninsula and its associated islands, and forms a homogeneous region defined by its dependence upon like sources of employment and transportation systems, socio-economic similarities in demographic and household composition, and the alignment and location of rental developments which will serve as sources of competitive influence.

GEOGRAPHIC ORIENTATION: BARNSTABLE COUNTY MARKET AREA



Source: Google Maps and Tracy Cross & Associates, Inc.

CONCLUSION

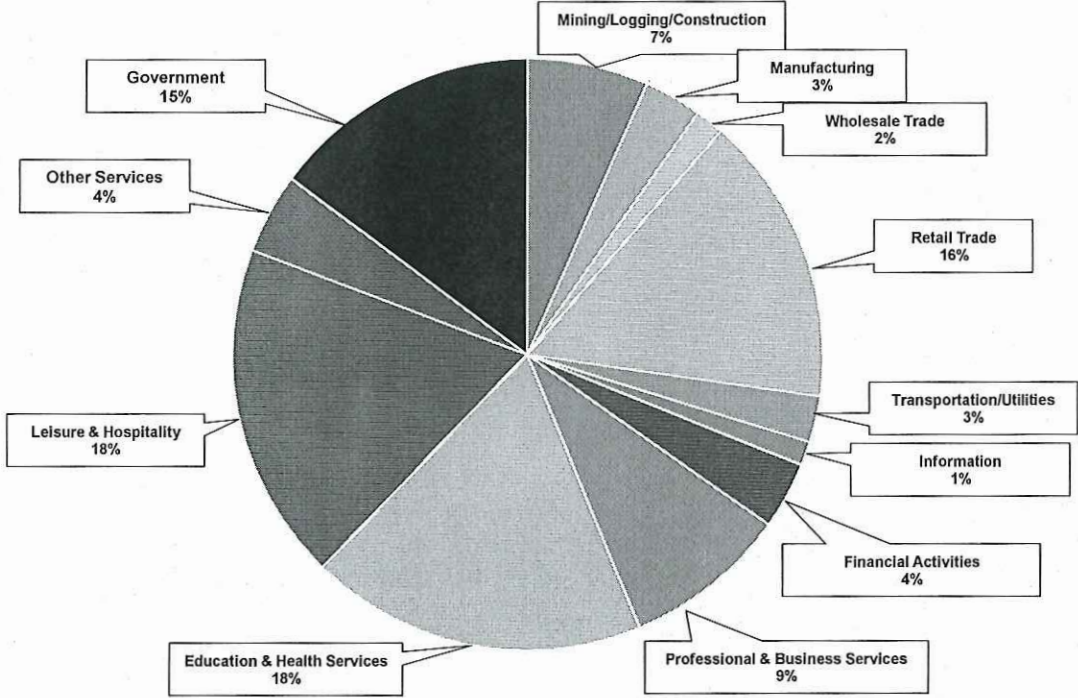
The market potential for rental apartment development within the Sisson Road property is viewed as **strong** based upon the property’s location proximate to significant concentrations of employment, healthcare, and ancillary services, access to regional transportation systems and sustaining demand for market rate rental apartment construction through the 2021-2025 forecast period and beyond. This conclusion also considers the expectation of *measured* economic growth during the 2021-2025 timeframe, summarized as follows:

EMPLOYMENT TRENDS

Barnstable County defines the Barnstable Town, MA MSA, a region rooted in tourism and hospitality, education/health services, engineering, and professional/business services. Major regional employers include (among others) Cape Cod Health Systems, Cape Cod Potato Chips, Savant Systems, Seikagaku America, Sencorwhite, Inc., Teledyne Benthos, and Arcor Epoxy Coatings. Government, as well, plays a

major role in the region, including the U.S. Coast Guard and the Oceanographic Institute, along with federal, state, county and municipal public and school administrations. According to the U.S. Department of Labor, the MSA supported a total nonfarm employment base of 107,100 in 2019, with a combined 33.0 percent of all nonfarm workers employed in education, healthcare, and government (36,000 jobs), followed by leisure/hospitality with an 18.0 percent representation (19,700 jobs) and professional/business services (9.0 percent or 9,400 workers). Wholesale and retail trade and manufacturing also play key roles in the region, supporting a combined 22,100 jobs or 21.0 percent of total employment.

**2019 NONFARM EMPLOYMENT BY INDUSTRY SECTOR
-- BARNSTABLE TOWN, MA MSA⁽¹⁾ --**

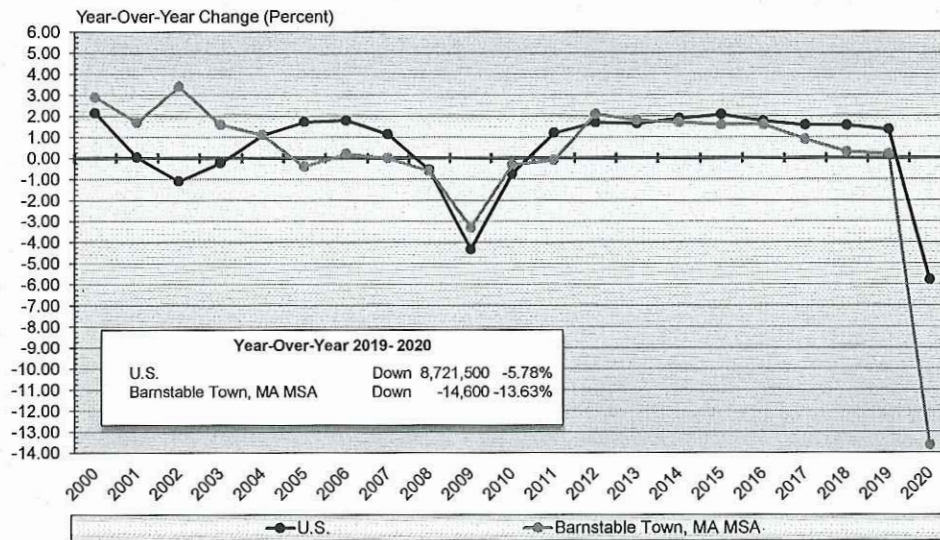


⁽¹⁾ Defined as Barnstable County, Massachusetts.
Source: U.S. Department of Labor, Bureau of Labor Statistics

Employment growth in the Barnstable Town, MA MSA has generally mirrored national trends over the last two decades. For example, while statistics must be viewed in context, between 2000 and 2019 the MSA averaged 611 payroll additions yearly, reflecting an annual growth rate of 0.6 percent during the 19-year period. This compares with a national average of 0.7 percent during the same timeframe. Moreover, Barnstable County benefitted from *strong* levels of employment growth in the aftermath of the Great Recession (2010-2015) when payroll additions averaged 1,400 yearly and annual growth rates averaged 1.7 percent. The pace of employment growth moderated during the subsequent 2015-2019 timeframe, averaging 775 yearly or an annualized 0.3 percent growth rate, attributed at least in part to trade imbalance issues impacting regional technology and manufacturing industries. Refer to Appendices A1 and A2 for detailed employment statistics.

It must also be noted that the region has been hard hit by the COVID-19 pandemic and ensuing economic constraints. Specifically, the Barnstable Town MSA experienced year-over-year job losses of 14,600 in 2020 or 13.6 percent of total employment. This compares with a 5.8 percent employment contraction witnessed nationwide during the year. As might be expected, the majority of job losses occurred during the April-July 2020 period when (collectively) payroll losses totaled 348,100 jobs or an average of 87,025 per month, largely impacting the region's leisure/hospitality, retail trade and education/healthcare sectors of industry.

NONFARM EMPLOYMENT GROWTH COMPARISONS
 -- BARNSTABLE TOWN, MA MSA AND THE U.S. --



Source: U.S. Department of Labor, Bureau of Labor Statistics

In tandem with initial federal stimulus efforts and a coordinated reboot of the national economy, however, the *pace* of job contractions nationally began to moderate in the 3rd Quarter 2020, reflected in national GDP growth which outpaced expectations, advancing by a substantial 33.4 percent during the 3rd Quarter 2020. Continued discernible growth nation-wide resulted in GDP growth at an annual pace of 4.3 percent during the 4th Quarter 2020, although the rebound in the second half of 2020 could not overcome the economic shock earlier in the year, with the national economy contracting by 5.8 percent in 2020.

Realistically, the overall impact of the pandemic and ensuing economic restrictions will vary *dramatically from region to region* and could potentially also result in *intra-regional* shifts in levels of demand. Home sales (in particular) have begun to respond with new and existing for-sale housing sectors gaining traction through the end of 2020 and expected to achieve tangible growth during the 2021-2025 forecast period, especially given today's mortgage interest climate and expected favorable conditions for at least the next 24 to 36 months. It must also be reiterated that, in 2020, there were some 92,500 *private sector* jobs in Barnstable County, representing major employers across a broad base of industry sectors. Hence, despite today's rather bleak economic picture, our favorable conclusion considers the expectation of tangible yet reserved regional economic growth beginning in mid-2021 and continuing through the 2025 forecast period in concert with potential introduction of the Sisson Road Apartments in 2023 or later.

DEMOGRAPHICS

The following paragraphs summarize demand-related market fundamentals which inform the benchmark rent strategy and absorption forecast:

- ❑ As summarized in Appendix A3, positive employment will continue to foster relatively steady rates of household growth during the 2021-2025 forecast period. Specifically, estimates derived from the 2010 Census carried forward to 2020 indicate that the Barnstable County Market Area currently supports a household base of 96,397. Largely reflecting turbulent economic periods experienced during much of the decade, household growth in the market area averaged a modest 64 additions yearly during the 2010 decade. Looking forward Census estimates indicate household growth advancing to an average of 241 yearly through 2025. However, these estimates are based primarily upon the generally built-out character of the market area, coupled with shifting demographics and transitioning lifecycle patterns of maturing resident families. **Census estimates do not reflect potentials in redevelopment initiatives** set forth by constituent municipalities including not only Harwich, but also Chatham, Hyannis, Falmouth, Orleans, and others to repurpose under-utilized properties, as a diminishing supply of land available for residential development of *scale* throughout Barnstable County effectively *limits* new construction to infill and/or redevelopment sites such as the subject Sisson Road initiative.

- ❑ Tenure estimates in the Barnstable County Market Area favor ownership which accounts for 77.5 percent of all occupied units. Not to be dismissed, however, an estimated 21,734 households or 22.5 percent are renters, despite a definitive lack of rental construction and (particularly) market rate rental construction in the county over the last two decades. In Harwich itself, 19.7 percent of residents are renters (1,140 households). Renter household additions reflect increased occupancies among existing, older rental developments generally built prior to 1985, elevated participation in ownership inventory (both attached and detached) brought to the market as rentals, coupled with a modicum of workforce and/or affordable rental construction of late.

- ❑ Also consistent with the proposed lifestyle development initiative, as detailed in **Exhibit 1**, market area householders reflect a median age of 61.5 years. Specifically, 9.2 percent of current market area households are under the age of 35, while 61.4 percent are aged between 45 and 74, representing the strongest age categories for rental and/or lifestyle-oriented housing forms. Moreover, Census estimates of household composition reveal that three-quarters of resident market area households represent those *without children under the age of 18*, primarily reflecting persons living alone or in two-person arrangements, consistent typical renter and/or lifestyle profiles.

HOUSEHOLD COMPOSITION: 2020
-- BARNSTABLE COUNTY MARKET AREA --

Attribute	Barnstable County Market Area		Town of Harwich	
	Number	Percent	Number	Percent
Total Households	96,397	100.0	5,795	100.0
1-Person Household	32,364	33.6	2,056	35.5
2-Person Household	37,182	38.6	2,286	39.4
3-Person Household	12,699	13.2	684	11.8
4-Person Household	8,963	9.3	518	8.9
5-Person Household	3,582	3.7	175	3.0
6-Person Household	1,190	1.2	63	1.1
7 or More Person Household	417	0.4	13	0.2
Total 1- and 2-Person Households	69,546	72.1	4,342	74.9

Source: Environics Analytics

- ❑ Rental apartment development within the Sisson Road property is also consistent with socio-economic characteristics of market area residents. For example, households throughout the market area support an estimated 2020 median annual income of \$78,583. As summarized in the following text table and detailed in Appendices A3 and A4, 2020 median incomes in Harwich were

HOUSEHOLDS BY TYPE AND AGE OF HOUSEHOLDER: 2020
 -- THE BARNSTABLE COUNTY MARKET AREA --

Attribute	Barnstable County Market Area		Town of Harwich	
	Number	Percent	Number	Percent
2020 Households by Type				
Total Households	96,397	100.0	5,795	100.0
Average Household Size	----- 2.17 -----		----- 2.09 -----	
Households with Children	21,408	22.2	1,171	20.2
Married Couple	14,385	14.9	821	14.2
Other Family	6,772	7.0	339	5.8
NonFamily	251	0.3	11	0.0
Households without Children	74,989	77.8	4,624	79.8
Married Couple	32,179	33.4	2,037	35.2
Other Family	5,783	6.0	346	6.0
NonFamily	37,027	38.4	2,241	38.7
2020 Households by Age of Householder				
Total Households	96,397	100.0	5,795	100.0
Under 25	1,364	1.4	81	1.4
25 - 34	7,494	7.8	418	7.2
35 - 44	9,528	9.9	470	8.1
45 - 54	13,417	13.9	765	13.2
55 - 64	22,101	22.9	1,215	21.0
65 - 74	23,753	24.6	1,578	27.2
75 - 84	12,781	13.3	861	14.9
85 and Over	5,959	6.2	407	7.0
Median	----- 61.5 Years -----		----- 63.6 Years -----	
Households Under 35	8,858	9.2	499	8.6
Households 35 - 54	22,945	23.8	1,235	21.3
Households 55 - 74	45,854	47.6	2,793	48.2

Source: Environics Analytics and Tracy Cross & Associates, Inc.

**Residential Market Analysis
Heritage Properties
Sisson Road Apartments
Harwich, Massachusetts**

estimated at \$83,287. Further, based upon typical renter profiles and most germane to quality new market rate rental development, these exhibits also reveal that not fewer than two-thirds of resident households under the age of 35 and aged 45 to 74 earn *at least* \$58,000 annually, incomes requisite to support rental rates for quality, new construction market rate apartments complying with Ch. 40b development guidelines. Refer to Appendix A5 for delineation of Ch. 40b qualifying methodology.

**HOUSEHOLD AGE AND INCOME CHARACTERISTICS: 2020
-- BARNSTABLE COUNTY MARKET AREA --**

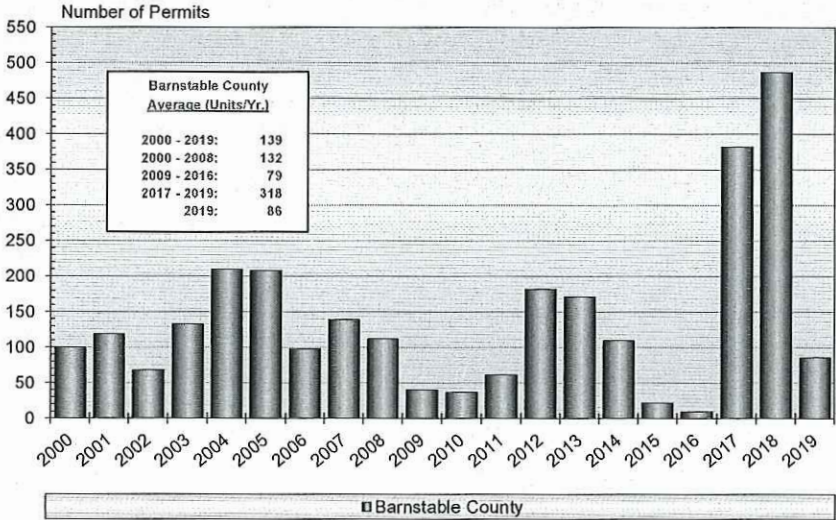
Attribute	Total Households					
	Barnstable County Market Area			Town of Harwich		
	Number	Percent	Median	Number	Percent	Median
Total Households	96,397	100.0	\$78,583	5,795	100.0	\$83,287
Under 25 Years	1,364	1.4	55,065	81	1.4	87,360
25 - 34 Years	7,494	7.8	75,000	418	7.2	86,463
35 - 44 Years	9,528	9.9	96,896	470	8.1	100,583
45 - 54 Years	13,417	13.9	105,942	765	13.2	107,161
55 - 64 Years	22,101	22.9	93,784	1,215	21.0	94,558
65 - 74 Years	23,753	24.6	77,780	1,578	27.2	81,958
75 - 84 Years	12,781	13.3	54,764	861	14.9	56,951
85 Years and Over	5,959	6.2	39,688	407	7.0	36,119
Total Households Under 35 Years	8,858	9.2	\$71,930	499	8.6	\$86,609
With Incomes of \$58,000 or More	5,449	61.5	---	361	72.3	---
With Incomes of \$75,000 or More	4,263	48.1	---	325	65.1	---
Total Households Aged 35 to 54 Years	22,945	23.8	\$102,186	1,235	21.3	\$104,658
With Incomes of \$58,000 or More	17,048	74.3	---	960	77.7	---
With Incomes of \$75,000 or More	14,615	63.7	---	866	70.1	---
Total Households Aged 55 to 74 Years	45,854	47.6	\$85,494	2,793	48.2	\$87,439
With Incomes of \$58,000 or More	30,854	67.3	---	1,888	67.6	---
With Incomes of \$75,000 or More	25,377	55.3	---	1,585	56.7	---

Source: Environics Analytics and Tracy Cross & Associates, Inc.

RESIDENTIAL CONSTRUCTION TRENDS

Lending support to apartment development within the Sisson Road property, there has been only limited and sporadic apartment construction in the whole of Barnstable County over the last two-plus decades. Specifically, as detailed in Appendix A6, since 2000 and through 2019 market area multifamily authorizations have averaged a modest 139 yearly, representing only 15.7 percent of total residential construction activity over the last 20 years. The strongest recent period of multifamily construction occurred during the 2000-2007 timeframe when an average of 134 units were permitted annually, for the most part reflecting a modicum of condominium development during the housing boom period, together with a limited number of senior housing and/or income-qualifying affordable rental development. During the subsequent 2008-2016 timeframe, multifamily issuances fell to an annual average of 83 yearly. During the more recent 2017-2019 period, however, authorizations spiked, averaging 318 yearly. These recent authorizations reflect development of condominium projects such as Old Wharf Village in Chatham and Ocean Heights in Dennis Port; the 202-unit Everleigh Cape Cod active adult apartments in Hyannis; a number of affordable and/or workforce housing communities such as Yarmouth Commons in Barnstable, Village at Nauset Green in Eastham, Little Pond Place in Falmouth, Village Green in Hyannis, and Clay Pond Cove/Canal Bluffs in Bourne. However, the only non age-restricted *market rate* apartments to be authorized recently include the 29-unit Carriage House Apartments in Barnstable and the 22-unit 319 Main Street Apartments now under construction in downtown Hyannis.

MULTIFAMILY PERMIT TRENDS: BARNSTABLE COUNTY, MA



Source: U.S. Bureau of the Census: C-40 Construction Reports and Tracy Cross & Associates, Inc.

RENTAL CONSTRUCTION OUTLOOK

In tandem with anticipated regional economic growth, coupled with noted demographic and socio-economic trends, over the 2021-2025 forecast period, the defined Barnstable County Market Area could support construction of up to 180 new *market rate* rental units annually (or a total of 900 units through 2025) without creating market weakness. Moreover, *new construction requirements could potentially double during any given year if supply were made available and competitive rents were maintained.* This new construction requirement balances Census estimates of household growth over the five-year forecast period with anticipated phased implementation of various mixed-use and/or infill redevelopment initiatives, multifamily construction trends over the past two decades, along with a measure of replacement demand. This derived annual new construction requirement is sufficient to support development of the proposed Sisson Woods Apartments during the forecast period.

ANNUAL RENTAL CONSTRUCTION REQUIREMENT SUMMARY: 2020 - 2025
-- BARNSTABLE COUNTY MARKET AREA --

Attribute	Number
Expected Annual Household Growth	241
Expected Annual Renter Household Growth @ 40.0 Percent of Total ⁽¹⁾	95
Annual Vacancy Requirement to Maintain Balance in the Market ⁽²⁾	30
Annual Replacement Demand @ 0.25 Percent of 2020 Rental Inventory	55
Derived Annual Rental Construction Requirement	180

⁽¹⁾ Determined by applying the expected percentage of new renter households to the expected number of new household additions from 2020 through 2025.
⁽²⁾ A balanced marketplace generally requires vacancies in the range of 5.0 to 6.0 percent; represents annualized estimate applied to total market area renter households over the five-year forecast period.

Source: Tracy Cross & Associates, Inc.

THE APARTMENT MARKETPLACE

As noted, only limited and sporadic new market rate apartment construction has occurred throughout Barnstable County over the last two decades. In fact, most localized rental alternatives represent smaller-scale, privately-managed developments built in the 1980s or earlier, together with a measure of adaptive residential conversion of former commercial properties. Hence, in order to evaluate the competitive environment within which the proposed Sisson Road Apartments would exist, our firm expanded the investigative area to encompass portions of the neighboring Plymouth and Bristol counties, generally focusing upon areas aligning the I-495/195 and MA 3 corridors south of US 44, as developments in these areas share commonalities in terms of transportation systems and/or sources of employment.

This section of our report therefore summarizes trends from a *regional* perspective, focusing upon newer construction market rate alternatives viewed as more representative of conventional sources of competitive substitution. Defined for purposes of this analysis as the *Harwich Competitive Market Area* or *CMA*, 13 developments and a collective 1,356 apartments built in 2004 or later constitute the representative competitive base. Most represent two or three-story, elevator-served developments of 100 units or less. Six of the 13 provide structured enclosed or attached or detached garage parking for an incremental fee, with the remaining seven developments offering only surface parking. The two representative age-restricted/active adult developments which are largely or solely designated as affordable to low income households have been excluded from this analysis. **Exhibit 2** provides a geographic orientation of the 13 representative developments, together with future projects announced and/or now under construction throughout the expanded CMA. The following paragraphs, in turn, briefly characterize competitive conditions in the marketplace which inform our conclusions and recommendations.

- ❑ As summarized in **Exhibit 3**, as of February 2021, posted base rents among the representative newer projects averaged \$2,342 monthly for a 1,018 square foot apartment home. Posted base rents translate to a value ratio of \$2.30 per square foot. Excluding the two workforce housing developments in Eastham and Hyannis, market rate rents range from average highs of \$2,539 or \$2.43 per square foot in Plymouth to a low of \$1,895 or \$1.80 in the town of Barnstable.
- ❑ As Exhibit 3 also reveals, despite the challenges of the last year, vacancies among *stabilized* CMA developments which stood at a very tight 3.0 percent at the close of February 2021, with only 30 of 1,008 stabilized units unoccupied. Notably, in Barnstable County, stabilized market rate and workforce developments are *fully occupied* and report waiting lists for occupancy. For perspective market balance generally requires vacancies in the range of 5.0 to 6.0 percent to allow for movement between developments. As might be expected, discounts and other lease incentives are negligible, typically seen in the waiving of administrative fees or reduced security deposits for select applicants.
- ❑ The newest market rate apartment project in Barnstable County is **319 Main Street**, a 22-unit adaptive residential conversion development now under construction in downtown Hyannis. Plan offerings include a variety of one, one bedroom and den, two and two bedroom and den plan styles which range in unit size from 655 to 1,471 square feet. Corresponding posted rents extend from \$1,800 to \$2,700 and average \$2,152 monthly for a 994 square foot unit. Posted rents yield a value ratio of \$2.16 per square. The resident is responsible for all utilities. Community amenities are limited to a fitness studio and private storage lockers. Marketing of 319 Main Street began in February 2021 in anticipation of initial occupancies in May. At the close of February, three apartments had been pre-leased. No lease incentives or discounts are currently being marketed.



**GEOGRAPHIC ORIENTATION:
REPRESENTATIVE NEWER/PLANNED APARTMENT DEVELOPMENTS
-- HARWICH CMA --**

Subject Property

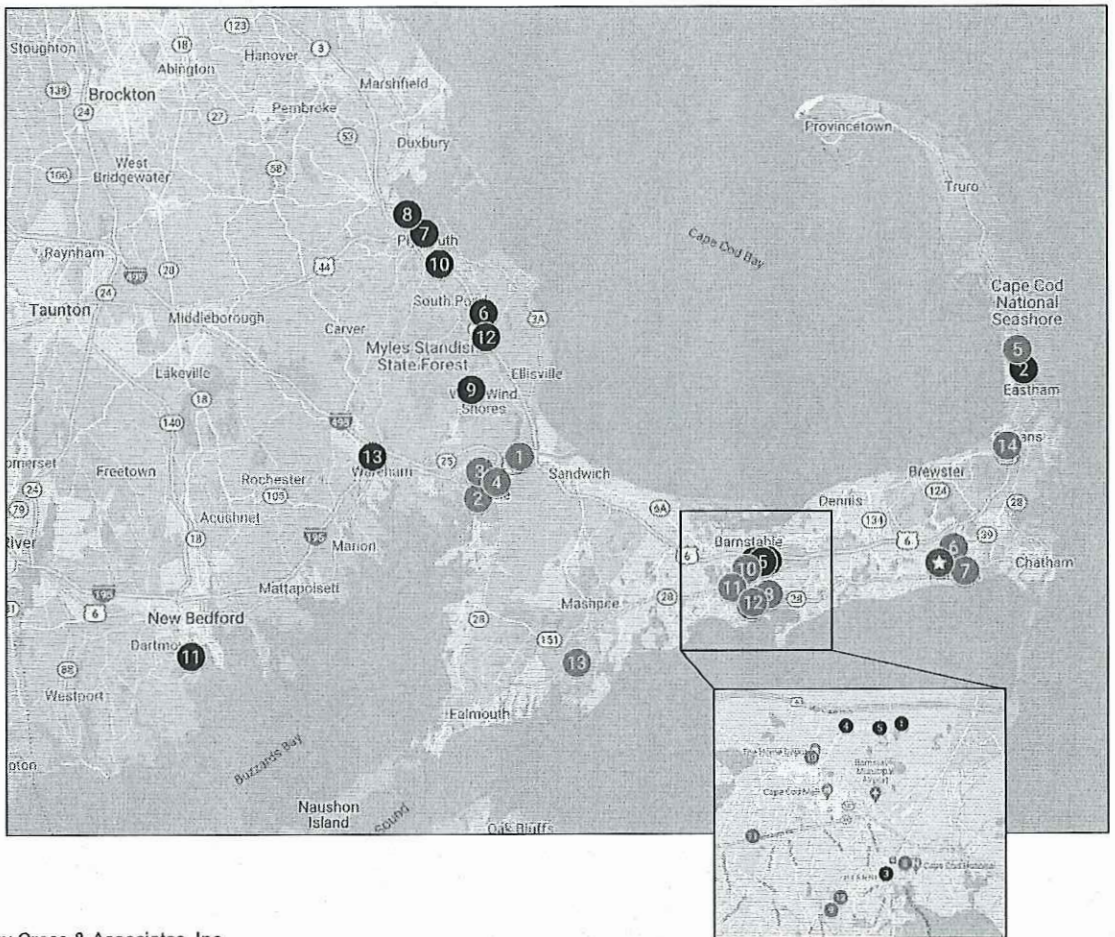
- ★ Sisson Road Apartments

Apartment Developments

- 1 Carriage House
- 2 Vllge at Nauset Green-Wkfr
- 3 319 Main Street
- 4 Everleigh Cape Cod-AA
- 5 Village Green-Workforce
- 6 Avalon at the Pinehills
- 7 Copper Cove Village
- 8 Harborwalk at Plymth Stn
- 9 Redbrook
- 10 Pointe 1620
- 11 Amelia-AA
- 12 Marq at the Pinehills
- 13 35 Rocebrook Way

Future Developments

- 14 Jasper's Landing
- 15 TBD (Mixed-Use)
- 16 Bay Motor Inn Conv
- 17 The Tides at Bourne-AA
- 18 TBD (Mixed Use)
- 19 The Royal Apartments
- 20 Stone Horse Dorm Conv
- 21 Sea Captains Row
- 22 TBD (Twin Brooks Golf)
- 23 TBD (fmr Cape Cod Health)
- 24 TBD (Mixed-Income)
- 25 TBD Workforce
- 26 TBD (408)
- 27 Orleans Cape Cod



Source: Google Maps and Tracy Cross & Associates, Inc.

COMPOSITE SUMMARY: REPRESENTATIVE NEWER APARTMENT DEVELOPMENTS
-- HARWICH CMA⁽¹⁾ --

Municipality/ Development	Year Built/ Renovated	Number of Units	Number Vacant	Percent Vacant	Average Unit Size (Sq. Ft.)	Rent Characteristics				Stabilized Developments ⁽²⁾		
						February 2021				Number of Units	Number Vacant	Percent Vacant
						Average Posted		Average Effective				
\$	\$/Sq.	\$	\$/Sq. Ft.									
Harwich CMA Total / Average:	---	1,356	240	18.0	1,018	\$2,342	\$2.30	\$2,335	\$2.29	1,008	30	3.0
Barnstable County												
Barnstable (Town)	---	29	0	0.0	1,052	\$1,895	\$1.80	\$1,895	\$1.80	29	0	0.0
Carriage House	2018	29	0	0.0	1,052	1,895	1.80	1,895	1.80	29	0	0.0
Eastham	---	58	0	0.0	894	\$1,404	\$1.57	\$1,404	\$1.57	58	0	0.0
Village at Nauset Green (Workforce)	2020	58	0	0.0	894	1,404	1.57	1,404	1.57	58	0	0.0
Hyannis	---	344	97	30.1	955	\$2,187	\$2.29	\$2,187	\$2.29	120	0	0.0
319 Main Street ⁽³⁾	2021	22	NA	NA	994	2,152	2.16	2,152	2.16	---	---	---
Everleigh Cape Cod-AA ⁽⁴⁾	2019	202	97	48.0	960	2,812	2.93	2,812	2.93	---	---	---
Village Green (Workforce)	2015	120	0	0.0	940	1,140	1.21	1,140	1.21	120	0	0.0
Bristol County												
South Dartmouth	---	55	0	0.0	1,061	\$1,929	\$1.82	\$1,929	\$1.82	55	0	0.0
Amelia-AA ⁽⁵⁾	2019	55	0	0.0	1,061	1,929	1.82	1,929	1.82	55	0	0.0
Plymouth County												
Plymouth	---	805	143	17.8	1,044	\$2,539	\$2.43	\$2,526	\$2.42	681	30	4.4
Avalon at the Pinehills	2004	192	10	5.2	1,298	2,823	2.17	2,817	2.17	192	10	5.2
Copper Cove Village	2017	38	0	0.0	926	2,411	2.60	2,411	2.60	38	0	0.0
Harborwalk at Plymouth Station ⁽⁶⁾	2019	124	113	91.1	902	2,419	2.68	2,346	2.60	---	---	---
Marq at the Pinehills	2016	220	11	5.0	996	2,614	2.62	2,614	2.62	220	11	5.0
Pointe 1620	2018	51	3	5.9	1,104	2,531	2.29	2,531	2.29	51	3	5.9
Redbrook ⁽⁷⁾	2019	180	6	3.3	938	2,256	2.41	2,256	2.41	180	6	3.3
Wareham	---	65	0	0.0	1,093	\$2,115	\$1.94	\$2,115	\$1.94	65	0	0.0
35 Rosebrook ⁽⁸⁾	2018	65	0	0.0	1,093	2,115	1.94	2,115	1.94	65	0	0.0

⁽¹⁾ Defined as Barnstable County in its entirety together with areas of southern Plymouth County and coastal areas of eastern Bristol County.

⁽²⁾ Excludes rental programs currently undergoing renovation and/or new programs undergoing initial absorption.

⁽³⁾ Adaptive conversion. Leasing commenced February 2021; initial occupancy anticipated May 2021. Three (3) units pre-leased at close of February.

⁽⁴⁾ Age-restricted/Active Adult community. Leasing commenced January 2019; initial occupancy May 2019. Absorption rate of 4.5 units per month reflects 97 units occupied as of February 2021.

⁽⁵⁾ Age-restricted/Active Adult community. Leasing commenced October 2019; initial occupancy January 2020. Stabilized September 2020 at an overall absorption rate of 5.8 units per month.

⁽⁶⁾ Leasing commenced June 2019; initial occupancy November 2019. Absorption rate of 7.2 units per month reflects 113 units occupied as of February 2021.

⁽⁷⁾ Leasing commenced March 2019; initial occupancy July 2019. Stabilized February 2021 at an overall absorption rate of 9.1 units per month.

⁽⁸⁾ Leasing commenced September 2018; initial occupancy November 2018. Stabilized October 2019 at an overall absorption rate of 5.5 units per month.

Source: Tracy Cross & Associates, Inc.

- It is again noted that throughout Barnstable County, the average market rate apartment is now some 40 years old and lacks today's energy-efficient construction technologies and contemporary design elements and offers little (if any) form of community amenities. For perspective, Appendix A7 delineates pertinent feature and amenity characteristics and summarizes the range of leasing requirements and other incremental fees currently in effect among the representative sampling of newer developments found in more urbanized areas of Plymouth County. These feature and amenity characteristics are consistent with standard finishes and community amenities anticipated to be provided by the Sisson Road Apartments.

A FRAMEWORK FOR PLANNING

Within the context of the envisioned residential community and adhering to MA Ch. Law 40b development guidelines, **Exhibit 4** summarizes a suggested product matrix and benchmark rent strategy to competitively position a *prototype* 96-unit development in context with new construction alternatives throughout the CMA. This prototype matrix envisions two (2) four-story, elevator-served buildings, each consisting of three (3) residential floors over one level of structured parking at grade or (given topography) partially exposed. Structured parking is expected to accommodate +/-72 enclosed/structured single parking stalls together with +/-88 surface parking spaces, facilitating a market-consistent parking ratio of 1.67 parking spaces per residential unit. It is noted that the prototype development size is forwarded for financial planning only. Based upon land planning and approvals, total unit count could vary by +/-10.0 percent without material impact upon absorption potentials. It is further assumed that ten (10) percent of all units will represent three bedroom styles and 25.0 percent of all units (+/-24 units) will be designated for households earning not more than 80.0 percent of area median income (AMI). In establishing rents for these designated workforce units, we have adhered to the currently available MassHousing 2020 Income and Rent Limits effective April 1, 2020 and 2020 Utility Allowance Guidelines per bedroom type. For analytical purposes, we have also assumed that the mandated distribution will be proportionate among all plan offerings as detailed in **Exhibit 5**.



As outlined, the recommended unit types include a variety of one, two and three bedroom plan styles providing between 550 and 1,350 square feet of living area. Overall, the recommended development matrix provides 82,400 net leasable square feet, with the average apartment residence containing 858 square feet of living area, exclusive of patio or balcony. As outlined in Exhibits 4 and 5, benchmark posted **base** rents for the 72 *market rate* units extend from \$1,255 to \$3,150, and average \$2,390 for an 858 square foot apartment. Benchmark rents, which are presented in March 2021 dollars, **do not include** premiums for floor, corner-unit orientation or enhanced views. Nor do they include incremental revenues derived from optional enclosed parking, pet fees, administrative fees, or other landlord-provided services. For clarity, posted base rents represent the lowest rent available for a particular plan type and are established on the first residential floor of the prototype buildings. Benchmark posted base market rate rents yield a current dollar value ratio of \$2.77 per square foot.

Benchmark *net* rents for the 24 designated workforce units, in turn, extend from \$1,255 to \$1,735 and average \$1,358 monthly or \$1.61 per square foot – again, after estimated utility allowances are factored.

Benchmark rents assume quality interior appointments and community amenities as outlined on Exhibit 4. This exhibit also forwards a range of suggested market-consistent premiums and other fees for consideration. It is reiterated that the prototype development size is forwarded for financial planning only. Based upon land planning and approvals, total unit count could vary by +/-10.0 percent without material impact upon absorption potentials.

A BENCHMARK DEVELOPMENT STRATEGY^(1:4): SISSON ROAD APARTMENTS
 -- HARWICH, MASSACHUSETTS --



Three (3) Elevator-Served Residential Floors over Structured Parking: 96 Units / +/-72 Structured Parking Stalls and +/-88 Surface Parking Spaces

Plan Designation	One Bedroom	Two Bedroom	Three Bedroom
Number of Units:	62	24	10
Percent Distribution:	64.6	25.0	10.4
Bedrooms:	1	2	3
Baths:	1.0	2.0	2.0
Plan Size Range (Sq. Ft.):	550 - 800	1,000 - 1,200	1,350
Average:	685	1,100	1,350
Benchmark Posted <i>Base/Net</i> Rent Range ⁽¹⁾ :	\$1,255 - \$2,195	\$1,505 - \$2,975	\$1,736 - \$3,150
Average:	\$1,861	\$2,523	\$2,867
Per Sq. Ft.:	\$2.72	\$2.29	\$2.12

Community Summary ^(1:4)	Absorption at Benchmark
<p>Total Number of Units: 96</p> <p>Total Net Leasable Square Feet: 82,400</p> <p>Weighted Average Unit Size (Sq. Ft.): 858</p> <p>Avg. Posted Base Market Rate Rent⁽¹⁾: \$2,390</p> <p>Market Rate Rent/Sq. Ft.⁽¹⁾: \$2.77</p> <p>Average Designated 80.0% AMI Rent: \$1,358</p> <p>Rent/Sq. Ft.⁽²⁾: \$1.61</p>	<p>Average Absorption to Stabilization: 7.6 (In Units per Month)</p> <p>Months to Stabilization: 12.0 (91 Total Units at 95% Occupancy)</p>

Benchmark Standard Features / Community Amenities / Suggested Premiums ⁽³⁾	
<ul style="list-style-type: none"> ■ Programmable Thermostat ■ Internet/Cable/Smart Technology Connectivity ■ Nine-Foot Ceiling Height ■ Designer Finishes Throughout ■ Plank-Style Laminate Flooring in Kitchen/Living Areas ■ Carpeted Bedrooms and Bedroom-wing Hallways ■ Walk-In Master Bedroom Closet; Adequate Secondary Closets ■ Designer Baths with Laminate or Ceramic Flooring, Quartz/Granite Vanity Top, Frameless Shower Doors (per plan), Solid-Surface Surround w/Accessory Niche ■ Designer Kitchen Cabinetry and Lighting ■ Quartz/Granite Kitchen Countertop/Island ■ Energy-Efficient Stainless Steel Appliances <ul style="list-style-type: none"> - Range - Dishwasher - Refrigerator - Microwave/Hood Vent - Full-Size Washer and Dryer ■ Undermount Stainless Steel Sink with Garbage Disposal ■ Balcony 	<ul style="list-style-type: none"> ■ Non-Smoking Environment; Secured Reception Lobbies ■ Secured Mail/Package Room with Technology Concierge ■ E-Lounge Café, Zoom/Co-Work Rooms or Nooks, Meeting/Dining Room ■ Great Room with Service Kitchen and Game Area ■ Fitness Center with On-Demand Training and Yoga/Pilates/Spin Studio ■ Furnished Terrace with Outdoor Kitchen/Grill Station and Fireside Lounge ■ Walking Paths or Trail System Aligning Conservancy Areas ■ Dedicated Pet Park; Pet Grooming Room/Spa ■ Secured Bicycle Storage ■ Tenant Paid Water/Refuse or Resident Billing System; Individually Metered Utilities ■ On-Site Leasing/Management Office <p style="text-align: center;">Suggested Premiums/Incremental Fees⁽³⁾</p> <ul style="list-style-type: none"> ■ View Premium: \$25 to \$50 (Assumes maximum of 15% or +/-14 Units) ■ Corner-Unit Premium: \$50 ■ Floor Premium: Floors 3 @ \$10; Floor 4 @ \$20 ■ Pet Fees (Deposit/Mo. Rent): \$350 / \$50 ■ Enclosed Single Parking Space: \$145 Assigned

⁽¹⁾ Benchmark base *market rate* rents are presented in March 2021 dollars. They *do not include* premiums for floor, corner-unit orientation or enhanced views. Nor do they include incremental revenues derived from optional enclosed parking, utility fees (if applicable), pet fees, administrative fees or other landlord-provided services. Benchmark base rents established on Floor 1.

⁽²⁾ Estimated designated MA Ch. Law 40b rents, which are presented in March 2021 dollars, reflect MassHousing 2020 Income and Rent Limits effective 4/1/2020 for households earning not more than 80.0 percent AMI. They *do not include* incremental revenues for *optional* enclosed parking, pet fees, administrative fees and/or other landlord-provided services. It is assumed for analytical purposes that the mandated 25.0 percent allocation is distributed proportionately across all plan types.

⁽³⁾ Incremental floor, corner-unit and view premiums apply to 72 *market rate units* only; utilized for analytical purposes.

⁽⁴⁾ Benchmark rents and absorption forecast *assume a minimum* of 160 parking spaces distributed between +/-72 enclosed/structured single stalls and +/-88 surface parking spaces. Parking allocation yields a more than adequate overall parking ratio of 1.67 parking spaces per residence.

**BENCHMARK RENT STRATEGY⁽¹⁻³⁾: DETAILED BY PLAN TYPE AND PRODUCT DESIGNATION
-- SISSON ROAD APARTMENTS - HARWICH, MASSACHUSETTS --**

Plan Designation	Number of Units	Bedrooms/ Baths	Plan Size (Sq. Ft.)	Designated Maximum 80.0% AMI ⁽¹⁾					Market Rate Units ⁽²⁾		
				Number of Units @ 25%	Gross Rent ⁽²⁾	Est. Utility Allowance ⁽²⁾	Net Rent ⁽²⁾		Number of Units	Benchmark Base Rent ⁽³⁾	
							\$	\$/Sq. Ft.		\$	\$/Sq. Ft.
Three (3) Elevator Served Residential Floors over Structured Parking: 96 Units / +/-84 Enclosed Single Stalls and 86 Surface Parking Spaces											
Plan Type - One Bedroom	62		685	16	\$1,450	\$195	\$1,255	\$1.84	46	\$2,072	\$3.02
Plan A1	14	1 / 1.0	550	4	\$1,450	\$195	\$1,255	\$2.28	10	\$1,925	\$3.50
Plan A2	16	1 / 1.0	650	4	1,450	195	1,255	1.93	12	2,030	3.12
Plan A3	16	1 / 1.0	725	4	1,450	195	1,255	1.73	12	2,115	2.92
Plan A4	16	1 / 1.0	800	4	1,450	195	1,255	1.57	12	2,195	2.74
Plan Type - Two Bedroom	24	--	1,100	6	\$1,740	\$235	\$1,505	\$1.37	18	\$2,863	\$2.60
Plan B1	8	2 / 2.0	1,000	2	\$1,740	\$235	\$1,505	\$1.51	6	\$2,755	\$2.76
Plan B2	8	2 / 2.0	1,100	2	1,740	235	1,505	1.37	6	2,860	2.60
Plan B3	8	2 / 2.0	1,200	2	1,740	235	1,505	1.25	6	2,975	2.48
Plan Type - Three Bedroom	10	--	1,350	2	\$2,010	\$274	\$1,736	\$1.29	8	\$3,150	\$2.33
Plan C	10	3 / 2.0	1,350	2	\$2,010	\$274	\$1,736	\$1.29	8	\$3,150	\$2.33
Grand Total/Average:	96	---	858	24	\$1,569	\$212	\$1,358	\$1.61	72	\$2,390	\$2.77

(1) Benchmark unit distribution and plan types reflect MA Ch. Law 40b requirement of 10.0 percent three bedroom styles and 25.0 percent distribution of units designated for households earning not more than 80.0 percent AMI.

(2) Estimated designated MA Ch. Law 40b rents, which are presented in March 2021 dollars, reflect Mass-Housing 2020 Income and Rent Limits effective 4/1/2020 for households earning not more than 80.0 percent MI. They *do not include* incremental revenues for enclosed parking, pet fees, administrative fees or other landlord-provided services. It is assumed for analytical purposes that the mandated 25.0 percent allocation is proportionate across all plan types.

(3) Benchmark rents for *market rate* units are presented in March 2021 dollars and established on Floor 1. They *do not include* premiums for floor, corner-unit orientation or enhanced views, or incremental revenues derived from optional enclosed parking, pet fees, administrative fees or other landlord-provided services. It is assumed that premiums will apply to market rate units only.

Source: Heritage Properties Concept Schematic dated 9/1/2020 and Tracy Cross & Associates, Inc.

As noted, all apartments are expected to feature quality interior appointments commensurate with new construction apartment development throughout the region. Typically, these include nine-foot ceiling height, plank-style laminate flooring in kitchens and living areas, with carpeted bedrooms and bedroom-wing hallways; designer kitchens with quartz/granite countertops and islands, ceramic tile backsplash, stainless steel undermount sinks, energy-efficient stainless steel kitchen and laundry appliances; walk-in master bedroom closets; and designer baths with laminate or ceramic tile flooring, quartz/granite vanity tops, solid-surface shower surrounds and frameless glass shower doors. All apartments will provide internet/cable connectivity, some level of Smart technology, and adequate secondary closeting. For analytical purposes, it is assumed that all utilities will be billed directly to the resident.



As also outlined on Exhibit 4, community amenities should be commensurate with the scale of the prototype development and include secured reception lobbies, along with on-site leasing and management offices, a secured mail/package room with technology concierge, a Resident Club with e-lounge café, social and game areas, service kitchen with private dining/meeting room, a co-work library with private “nooks” or “Zoom Rooms”, a fitness center with On-Demand training and spin/yoga studio. Outdoor socializing areas should include a landscaped and furnished terrace with outdoor kitchen/grill stations, a multi-use lawn court for bocce ball or the like, walking paths or trail system aligning conservancy areas, and a dedicated pet area. A pet spa/grooming room as well as secured bicycle storage should be provided in the parking garage.



A FORECAST OF ABSORPTION

Given the overall lack of new market rate apartment construction, coupled with the tight overall conditions, assuming market introduction in 2023 and a continuous construction and leasing schedule, at benchmark 2021 rents it is expected that the 96-unit prototype development would achieve stabilization at 95.0 percent occupancy (or 91 units occupied) within a 12.0-month timeframe from initial occupancy, or consistent with the development's release schedule. This overall marketing period translates to an overall absorption rate of 7.6 units per month. This leasing period assumes extensive marketing commence with site improvements and three- to six months of lease reservations prior to initial deliveries. Also, while it is understood that unit counts may vary with final design and approvals, it is strongly suggested that a *proportionate ratio of unit types and plan sizes be maintained* in order to achieve the forecasted rate of absorption.

COMPETITIVE POSITIONING

Rationale for the recommended rental development strategy is summarized in the following paragraphs:

- The suggested apartment matrix *fully addresses* current and expected trends in the residential marketplace and is representative of the newest lifestyle apartment offerings in the region. Moreover, the benchmark rent strategy is established to enable the prototype development to appropriately align with the *gradual upward movement of incomes* in the marketplace. Further, the suggested plan offerings and lifestyle amenities will appeal across a broad spectrum of consumer segments including not only younger professional singles and childless couples, but also more mature consumers desirous of a lifestyle environment. To this latter point, lifestyle rental

**Residential Market Analysis
Heritage Properties
Sisson Road Apartments
Harwich, Massachusetts**

alternatives are generating interest among consumers between the ages of 45 and 74 given, in most cases, the high level of amenities and/or concierge services available to residents. Lending support to projected absorption potentials, it is reiterated that at least three-quarters of higher-income market area householders align age categories of 45 to 74, while American Community Survey/Census estimates reveal that roughly 35.0 percent of the market area's *existing renters* also reflect these profile age categories.

**UNIT MIX ANALYSIS: SELECTED NEWER APARTMENT DEVELOPMENTS
-- HARWICH CMA - FEBRUARY 2021 --**

Unit Type	Sisson Road Apartments - Prototype				Selected Newer Apartments ⁽¹⁾			
	Total Units		Plan Size (Sq. Ft.)		Total Units		Plan Size (Sq. Ft.)	
	Number	Percent	Range	Average	Number	Percent	Range	Average
Studio	---	---	---	---	1	0.1	729	729
Convertible/JR-1	---	---	---	---	---	---	---	---
One Bedroom	62	64.6	550 - 800	685	347	37.7	655 - 984	826
One Bedroom+Den	---	---	---	---	77	8.4	832 - 1,005	851
Two Bedroom	24	25.0	1,000 - 1,200	1,100	358	38.9	1,003 - 1,488	1,164
Two Bedroom+Den	---	---	---	---	44	4.8	1,093 - 1,471	1,124
Two Bedroom Loft	---	---	---	---	45	4.9	1,593 - 1,826	1,719
Three Bedroom	10	10.4	1,350	1,350	34	3.7	1,063 - 1,366	1,161
Three Bedroom Loft	---	---	---	---	15	1.6	1,877	1,877
Total/Averages:	96	100.0	550 - 1,350	858	921	100.0	655 - 1,877	1,042

⁽¹⁾ Includes developments identified in Exhibits 2 through and 7.

Source: Tracy Cross & Associates, Inc.

- It is important to also recognize that in addition to adequate market area construction requirements over the forecast period, the projected absorption pace can be supported by turnover in the market area's existing rental stock. As noted, some 21,734 Barnstable County Market Area householders are renters. Of these, approximately 11,000 will move annually, with at least 50 percent of these mobile households remaining renters, staying in the local area, and thus representing part of the subject development's pool of prospective residents. Hence, the 72 *market rate* Sisson Road Apartments need capture a mere 2.0 percent of *aggregate* new construction requirements and turnover potentials to achieve stabilization within the projected twelve month construction and leasing cycle.
- Similarly, as summarized in the following text table, based upon the number of Barnstable County households at qualifying incomes not to exceed 80.0 percent AMI, the 24 workforce/40b units need capture a fractional 0.4 percent of eligible households to achieve *full occupancy*.

PENETRATION REQUIREMENTS: SISSON ROAD 40B APARTMENTS
-- HARWICH, MA --

Households Aged Under 75 and within Affordability Limits of:	Barnstable County Market Area			Town of Harwich		
	Number of Units	Eligible Households	Penetration Rate	Number of Units	Eligible Households	Penetration Rate
70.0 to 80.0 AMI	24	6,427	0.4	24	392	6.1

Source: MassHousing 2020 Income and Rent Limits; Environics Analytics; and estimates by Tracy Cross & Associates, Inc.

- Exhibits 6 and 7 illustrate the competitive benchmark positioning of the suggested market rate units (in both whole dollars and for comparable footage) relative to similar newer market rate communities in the CMA. For example, on a *comparable footage basis*, benchmark posted base rents appropriately position the prototype apartments a nominal \$88 monthly above the market average among the newest developments in the CMA and well below current rents at Everleigh Cape Cod which is arguably the only other amenity-enhanced market rate development of scale in Barnstable County. The benchmark competitive positioning balances the expected quality new construction alternative with variances in location, project scale and lifestyle environs.
- The 7.6-unit per month overall absorption forecast is consistent with the *average* 6.8-unit monthly absorption level generated by newer CMA projects of similar scale during their respective stabilization periods. The projected absorption rate weighs today's very tight market conditions among stabilized developments with the expectation of measured economic growth through the forecast period, consistencies in project scale, plan types and unit sizes among these competing newer developments and, importantly, the definitive lack of new quality market rate rental development of scale in the immediate area.

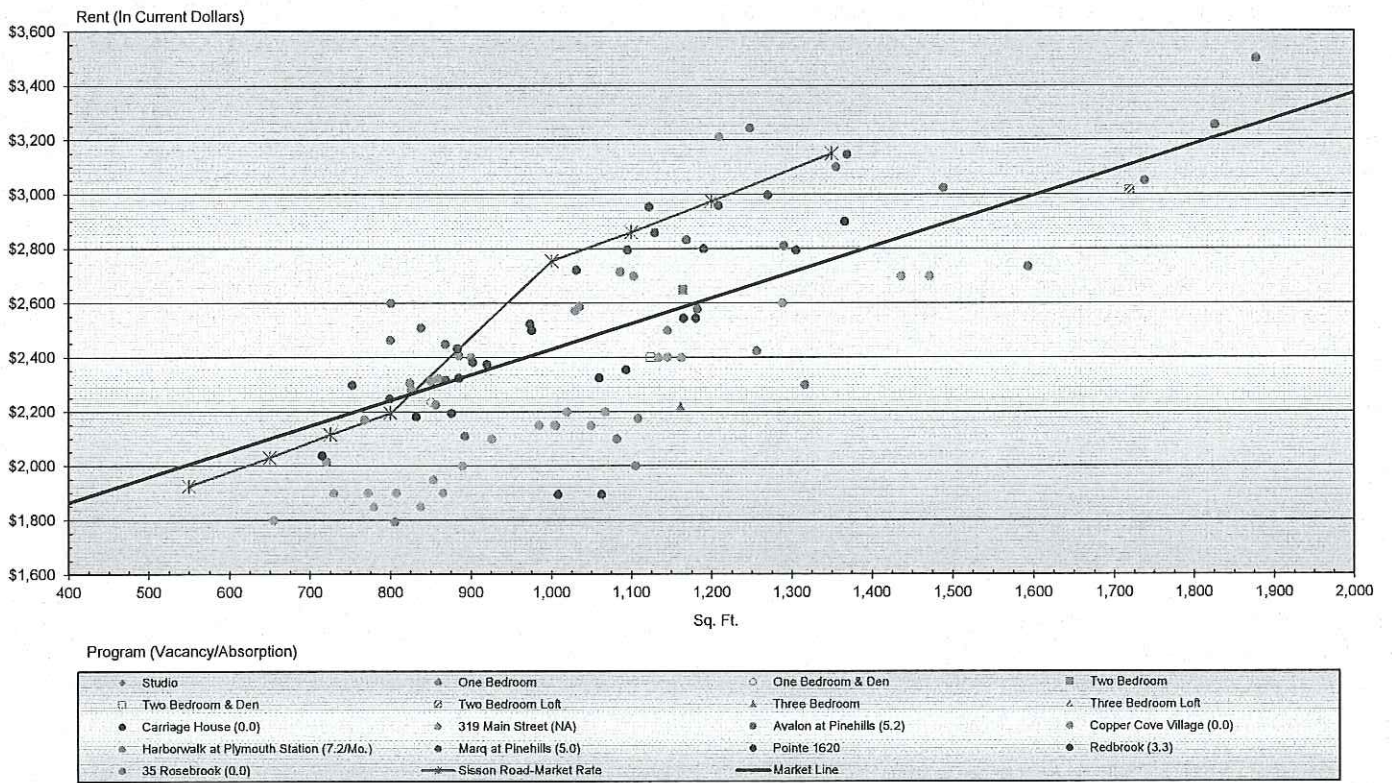
ABSORPTION TRENDS: SELECT APARTMENTS BUILT IN 2017 OR LATER
-- HARWICH CMA - MARCH 2021 --

Development/Location	Total Units	Initial Occupancy (Month/Year)	Stabilization @ 95% Occupancy (Month/Year)	Average Absorption Rate (Units/Month) ⁽¹⁾
35 Rosebrook / Wareham	65	November 2018	October 2019	5.5
Redbrook / Plymouth	180	July 2019	February 2021	9.1
Amelia-AA / South Dartmouth	55	January 2020	September 2020	5.8
Total Units/Average Unit Absorption⁽¹⁻²⁾:	300	---	---	---
Average Development Size:	100	---	---	6.8

⁽¹⁾ Starting at first month of occupancy.

Source: Tracy Cross & Associates, Inc.

**Rent/Value Analysis
Representative Newer Market Rate Apartments
Harwich CMA
February 2021**



Rent/Value analysis uses a scatter diagram to graphically represent a set of observations found in today's marketplace, specifically the square footage of units offered and their associated rent levels. Regression analysis is then used to fit a line through the set of market observations that represent the "best fit" or average market line. This market line can then be used to predict the performance of a new, untested product line or offer explanations regarding the occupancy/absorption rates of currently available product lines.

Rent/Value Analysis
 Representative Newer Market Rate Apartments
 Harwich CMA
 February 2021

Plan Size (Sq. Ft.)	Average Market Rent	Development/Location	Year Built	Total Units	Average Plan Size (Sq. Ft.)	Average Posted Rent		Average Market Rent	Variance From Market	Vacancy Rate / Absorption (Units/Mo.)
						Dollars	Rent per Sq. Ft.			
600	\$2,054	(2) Everleigh Cape Cod-AA/Hyannis	2019	202	960	\$2,812	\$2.93	\$2,393	+\$419	(4.5/Mo.)
700	2,148	Marq at Pinehills/Plymouth	2016	220	996	2,614	2.62	2,427	+187	5.0
800	2,242	Avalon at Pinehills/Plymouth	2004	192	1,298	2,823	2.17	2,710	+113	5.2
900	2,336	(1) Sisson Road-MR Bnmk Base	2023	72	864	2,390	2.77	2,302	+88	7.6/Mo. Fcst
1,000	2,430	(3) Harborwalk at Plymouth Station/Plymouth	2019	124	902	2,419	2.68	2,338	+81	(7.2/Mo.)
1,100	2,524	(3) Copper Cove Village/Plymouth	2017	38	926	2,411	2.60	2,361	+50	0.0
1,200	2,618	(3) Pointe 1620/Plymouth	2018	51	1,104	2,531	2.29	2,528	+3	5.9
1,300	2,712	---- Market Average ----	2017	921 / 102	1,042	2,470	2.37	2,470	0	3.9 / (7.2/Mo.)
1,400	2,806									
1,500	2,900									
1,600	2,994	(3) Redbrook/Plymouth	2019	180	938	2,256	2.41	2,372	-116	3.3
1,700	3,088	(4) 319 Main Street/Hyannis	2021	22	994	2,152	2.16	2,425	-273	NA
1,800	3,182	35 Rosebrook/Wareham	2018	65	1,093	2,115	1.94	2,518	-403	0.0
1,900	3,276	(2) Amelia-AA/South Dartmouth	2019	55	1,061	1,929	1.82	2,488	-559	0.0
2,000	3,370	Carriage House/Barnstable	2018	29	1,052	1,895	1.80	2,479	-584	0.0

Slope: \$0.94 per sq. ft.

(1) Unit count reflects market rate units only; assumes 24 designated units at 80.0 percent AMI; utilized for analytical purposes only.
 (2) Age-restricted/active adult development; not included in derivation of market line.
 (3) Statistics exclude designated affordable/workforce units.
 (4) Adaptive conversion of former commercial building; occupancies anticipated May 2021.

- To reiterate, there has been no market rate multifamily development *of scale* in Barnstable County in more than two decades. In fact, most market rate developments in the general area are now (on average) some 40 years old and lack the energy-efficient construction technologies afforded by new construction. Moreover, most are of small scale (i.e., less than 50 units) and provide little (if any) level of community amenities such as in-unit laundry appliances, elevator-served buildings, clubhouse, fitness center and/or options for enclosed parking. Yet, despite the age and condition of existing market rate developments, all are fully leased and report waiting lists for residency. While replacement demand *alone* lends support to the development of the Sisson Road Apartments, anticipated measured economic growth during the forecast period, coupled with tight vacancies among older developments suggests strong levels of pent-up demand for a new construction alternative. Finally, the projected absorption rate within a short twelve months of initial deliveries, can also be supported from a case study perspective of developments introduced in markets of similar size throughout the New England region where accelerated absorption rates have been noted, leading to stabilization in tandem with construction and delivery schedules.

- Finally, the benchmark development strategy also considers a competitive environment marked by periods of accelerated apartment construction – a pattern of development expected to continue for the foreseeable future and (potentially) intensify short term. As summarized in Appendix A8, there are currently 14 *announced* rental projects and not fewer than 1,311 new apartment units in various stages of the planning pipeline in Barnstable County. However, only two of the announced developments are now under construction and expected to begin lease-up within the next 12- to 18 months. These include the 46-unit *Sea Captains Row* apartments in Hyannis which are expected to begin leasing in the next three months, together with the 120-unit *Tides At Bourne* active adult development in Bourne which is expected to open in 2022. Nonetheless, as it is unlikely that the derived Barnstable County Market Area rental construction/turnover potentials will be met during the 2021-2025 forecast period, introduction of the 96-unit prototype Sisson Road Apartments will merely serve to alleviate some measure of market constraint and help to bring the Barnstable County marketplace closer to balance.

ALTERNATIVE BENCHMARK RENT STRATEGIES

To reiterate, benchmark strategies are established to provide a competitive position in the marketplace and allow for an acceptable absorption period for the prototype development. As these lease rates may differ from Heritage Properties' financial objectives, the following text table outlines alternative benchmark *posted base rent* strategies and attendant absorption forecasts *specific to the 72-unit market rate component* to assist in continued pro forma financial modeling.

ALTERNATIVE RENT/ABSORPTION SCENARIOS: SISSON ROAD APARTMENTS
-- HARWICH, MASSACHUSETTS --

A 72-Unit Prototype Market Rate Development						
Benchmark Posted Rent ⁽¹⁾ for a Market Rate 864 Sq. Ft. Apartment		Variance From Benchmark	Anticipated Monthly Absorption		Average Monthly Absorption Rate ⁽²⁾	Months to Stabilization @ 95% Occupancy (68 Units)
\$	\$/Sq. Ft.		First 12 Months of Occupancy	Thereafter		
\$2,490	\$2.88	+\$100	4.8	3.6	4.6	14.8
2,465	2.85	+75	5.0	3.8	4.8	14.1
2,440	2.82	+50	5.2	4.2	5.0	13.4
2,415	2.80	+25	5.4	4.6	5.4	12.7
2,390	2.77	Benchmark	5.6	---	5.6	12.0

(1) Benchmark posted rents are presented in March 2021 dollars. They do not include premiums for floor, corner-unit orientation, enhanced views, or other incremental revenue sources.
(2) Starting at the first month of occupancy. Marketing and lead list generation assumed to commence with site improvements. Lease reservations, which are anticipated to begin at least three (3) months prior to initial occupancies, are factored into this forecast.

Source: Tracy Cross & Associates, Inc.

It is again noted that benchmark base rents and associated absorption potentials are presented in March 2021 dollars. Given current and anticipated market conditions, for pro forma comparisons and barring additional unforeseen economic turmoil, it is therefore *strongly suggested* that posted benchmark rents **be held constant through at least 2021**, with modest annual rent appreciation in the range of 1.5 to 2.0 percent applied to pro forma financial models *beginning in 2022*.

CLOSING REMARKS

In the aftermath of the COVID-19 experience, it is very likely that consumers across-the-board and (particularly) among profile mature lifestyle segments will prioritize health and wellness factors in their housing choices. Incorporating this anticipated shift in lifestyle behaviors in the planning of interior appointments and communities, coupled with the energy-efficient technologies of new construction, will enable Heritage Properties to establish a strong competitive position in the marketplace of tomorrow. In this regard, provided below are a few items for consideration:

- The type and style of furniture and accessories in all common areas or amenity spaces, while being tastefully appointed, should be made of materials that can be easily (and readily) cleaned and disinfected.
- In the Resident Club area, consideration should be given to establishing privacy areas (both internal and external) that are more personalized for an individual, related couple or a small group gathering.

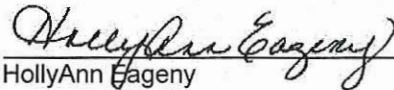
- In the fitness centers, privatizing or compartmentalizing the work-out machines would go a long way in maximizing the appeal of these facilities.

Again, these are but three examples of the planning mindset that should guide the implementation of the Sisson Road Apartments development initiative.

CERTIFICATION AND SIGNATURE

This analysis represents our objective and independent opinion regarding the market potential for rental apartment development within the Sisson Road property located in Harwich, Barnstable County, Illinois as certified below:

TRACY CROSS & ASSOCIATES, INC.
An Illinois Corporation

By: 
HollyAnn Eageny

Its: Vice President

Date: April 14, 2021



A1

**TRENDS IN NONFARM WAGE & SALARY EMPLOYMENT
- BARNSTABLE TOWN, MA MSA -**

Employment Sector	All Employees in Thousands ⁽¹⁾																			
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Total Nonfarm Employment	97.1	98.7	100.3	101.4	101.0	101.2	101.2	100.6	97.3	97.0	96.9	98.9	100.7	102.4	104.0	105.7	106.6	106.9	107.1	92.5
Mining, Logging, & Construction	5.2	5.4	5.7	6.0	6.2	6.2	6.0	5.7	4.7	4.6	4.6	4.8	5.2	5.5	5.8	6.2	6.5	6.9	7.1	6.5
Manufacturing	4.1	3.7	3.4	3.3	3.3	3.3	3.2	3.2	3.0	2.9	2.9	3.0	3.0	3.2	3.3	3.3	3.4	3.3	3.4	3.2
Wholesale Trade	1.8	1.9	1.9	1.9	1.8	1.9	1.9	1.9	1.8	1.7	1.7	1.8	1.8	1.8	1.8	1.7	1.8	1.7	1.7	1.8
Retail Trade	17.6	18.0	18.2	18.5	18.0	17.9	17.7	17.5	16.5	16.4	16.5	16.9	16.9	16.9	17.1	17.2	17.2	17.1	17.0	14.6
Transportation and Utilities	2.7	2.7	2.7	2.7	2.7	2.6	2.7	2.7	2.6	2.5	2.6	2.6	2.4	2.5	2.7	2.7	2.8	2.8	2.7	2.6
Information	2.3	2.2	2.1	2.0	1.9	1.9	1.8	1.7	1.7	1.7	1.7	1.6	1.6	1.6	1.5	1.4	1.5	1.5	1.4	1.3
Financial Activities	4.7	4.7	4.7	4.6	4.5	4.4	4.1	4.1	3.9	3.7	3.6	3.6	3.7	3.7	3.8	3.8	3.8	3.9	3.9	3.8
Professional & Business Services	9.1	9.4	9.6	9.5	9.2	9.1	9.2	9.0	8.3	8.3	8.4	8.6	8.7	8.8	9.0	9.2	9.1	9.4	9.6	8.1
Education & Health Services	15.4	15.8	16.5	17.1	17.6	17.9	18.1	18.4	18.8	18.8	19.0	19.3	19.4	19.6	19.8	20.0	20.3	20.1	19.8	18.0
Leisure & Hospitality	16.3	16.8	17.0	17.1	16.7	16.6	17.0	17.1	16.9	17.1	17.0	17.6	18.2	18.6	18.8	19.5	19.8	19.7	19.8	13.8
Other Services	3.6	3.7	3.8	3.8	3.9	4.1	4.1	4.0	3.9	3.9	3.9	4.0	4.3	4.6	4.7	4.7	4.6	4.6	4.7	3.9
Government	14.4	14.5	14.7	14.9	15.2	15.4	15.4	15.4	15.3	15.4	15.0	15.2	15.6	15.9	16.0	15.9	15.8	15.9	15.9	15.0

⁽¹⁾ Totals may not add due to rounding.

Source: U.S. Department of Commerce, Bureau of Labor Statistics

TRENDS IN NONFARM EMPLOYMENT: 2000 - 2020
 -- UNITED STATES AND THE BARNSTABLE TOWN, MA MSA --

Year	United States			Barnstable Town, MA MSA			
	Annual Change			Annual Change			
	Total	Number	Percent	Total	Number	Percent	Percent of U.S.
2000	132,011,000	---	---	95,500	---	---	---
2001	132,073,000	62,000	0.05	97,100	1,600	1.7	2.58
2002	130,634,000	-1,377,000	-1.0	98,700	3,200	3.4	-0.23
2003	130,331,000	-303,000	-0.2	100,300	1,600	1.6	-0.53
2004	131,769,000	1,438,000	1.1	101,400	1,100	1.1	0.08
2005	134,034,000	2,265,000	1.7	101,000	-400	-0.4	NEG
2006	136,435,000	2,401,000	1.8	101,200	200	0.2	0.01
2007	137,981,000	1,546,000	1.1	101,200	0	0.0	0.00
2008	137,224,000	-757,000	-0.5	100,600	-600	-0.6	NEG
2009	131,296,000	-5,928,000	-4.3	97,300	-3,300	-3.3	NEG
2010	130,345,000	-951,000	-0.7	97,000	-300	-0.3	NEG
2011	131,914,000	1,569,000	1.2	96,900	-100	-0.1	NEG
2012	134,157,000	2,243,000	1.7	98,900	2,000	2.1	0.09
2013	136,364,000	2,207,000	1.6	100,700	1,800	1.8	0.08
2014	138,940,000	2,576,000	1.9	102,400	1,700	1.7	0.07
2015	141,825,000	2,885,000	2.1	104,000	1,600	1.6	0.06
2016	144,336,000	2,511,000	1.8	105,700	1,700	1.6	0.07
2017	146,608,000	2,272,000	1.6	106,600	900	0.9	0.04
2018	148,908,000	2,300,000	1.6	106,900	300	0.3	0.01
2019	150,939,000	2,031,000	1.4	107,100	200	0.2	0.01
2020	142,218,000	-8,721,000	-5.8	92,500	-14,600	-13.6	NEG
Annual Average Change							
2000 - 2019	---	996,211	0.7	---	611	0.6	0.20
2000 - 2010	---	-166,600	NEG	---	150	0.1	0.20
2010 - 2015	---	2,296,000	1.7	---	1,400	1.7	1.40
2015 - 2019	---	2,278,500	1.6	---	775	0.3	0.80

Source: U.S. Department of Commerce, Bureau of Labor Statistics

A3

POPULATION, HOUSEHOLDS, TENURE, AND INCOME: 2020
 -- BARNSTABLE COUNTY MARKET AREA --

Attribute/Year	Barnstable County Market Area	Town of Harwich	Attribute/Year	Barnstable County Market Area	Town of Harwich
Population			Households		
2000	222,232	12,372	2000	94,816	5,463
2010	215,888	12,243	2010	95,755	5,623
2020	213,090	12,277	2020	96,397	5,795
2025	214,400	12,731	2025	97,604	6,060
Average Annual Change			Average Annual Change		
2000 - 2010	-634	-13	2000 - 2010	94	16
2010 - 2020	-280	3	2010 - 2020	64	17
2020 - 2025	262	91	2020 - 2025	241	53
2020 Household Tenure			2020 Household Income		
Total Housing Units	162,038	10,465	Total Households	96,397	5,795
Total Occupied	96,397	5,795	Under \$25,000	13,054	828
Owner Occupied	74,663	4,655	25,000 - 34,999	7,417	459
Percent	77.5	80.3	35,000 - 49,999	9,711	491
Renter Occupied	21,734	1,140	50,000 - 74,999	15,973	826
Percent	22.5	19.7	75,000 - 99,999	13,020	877
Vacant	65,641	4,670	100,000 and Over	37,222	2,314
Percent	40.5	44.6	Median	\$78,583	\$83,287
2020 Household Size			2020 Housing Units by Year Built		
Total Population	213,090	12,277	Total Housing Units	162,038	10,465
In Group Quarters	4,190	176	Built in 2014 or Later	3,508	251
In Households	208,900	12,101	Built 2010 to 2013	1,390	94
Total Households	96,397	5,795	Built 2000 to 2009	13,115	921
			Built 1990 to 1999	16,294	1,069
			Built 1960 to 1989	85,083	5,036
			Built 1959 or Earlier	42,648	3,094
Average Persons Per Household	2.17	2.09	Median Year Structure Built	1976	1975

Source: U.S. Department of Commerce, Bureau of the Census: *Census 2000, 2010*; Envirionics Analytics; and Tracy Cross & Associates, Inc.

A4

HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER: 2020 ESTIMATE
 -- BARNSTABLE COUNTY MARKET AREA --

Age of Householder	2020 Income												Total	Median
	Under \$25,000		\$25,000 - 34,999		\$35,000 - 49,999		\$50,000 - 74,999		\$75,000 - 99,999		\$100,000 and Over			
	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households	Number of Households	Percent of Total Households		
Barnstable County Market Area														
15 - 24 Years	347	0.36	162	0.17	135	0.14	204	0.21	412	0.43	104	0.11	1,364	\$55,065
25 - 34 Years	857	0.89	629	0.65	818	0.85	1,443	1.50	1,073	1.11	2,674	2.77	7,494	75,000
35 - 44 Years	896	0.93	538	0.56	807	0.84	1,390	1.44	1,289	1.34	4,608	4.78	9,528	96,896
45 - 54 Years	951	0.99	827	0.86	932	0.97	1,989	2.06	1,598	1.66	7,120	7.39	13,417	105,942
55 - 64 Years	2,383	2.47	1,516	1.57	1,776	1.84	3,386	3.51	2,610	2.71	10,430	10.82	22,101	93,784
65 - 74 Years	3,002	3.11	1,592	1.65	2,601	2.70	4,221	4.38	3,853	4.00	8,484	8.80	23,753	77,780
75 - 84 Years	2,692	2.79	1,396	1.45	1,791	1.86	2,366	2.45	1,555	1.61	2,981	3.09	12,781	54,764
85 Years & Over	1,926	2.00	757	0.79	851	0.88	974	1.01	630	0.65	821	0.85	5,959	39,688
Total	13,054	13.54	7,417	7.69	9,711	10.07	15,973	16.57	13,020	13.51	37,222	38.61	96,397	\$78,583
Town of Harwich														
15 - 24 Years	6	0.10	3	0.05	4	0.07	3	0.05	51	0.88	14	0.24	81	\$87,360
25 - 34 Years	73	1.26	19	0.33	19	0.33	47	0.81	114	1.97	146	2.52	418	86,463
35 - 44 Years	54	0.93	8	0.14	20	0.35	43	0.74	108	1.86	237	4.09	470	100,583
45 - 54 Years	34	0.59	66	1.14	56	0.97	88	1.52	101	1.74	420	7.25	765	107,161
55 - 64 Years	112	1.93	124	2.14	100	1.73	149	2.57	158	2.73	572	9.87	1,215	94,558
65 - 74 Years	206	3.55	100	1.73	145	2.50	272	4.69	221	3.81	634	10.94	1,578	81,958
75 - 84 Years	198	3.42	85	1.47	100	1.73	159	2.74	87	1.50	232	4.00	861	56,951
85 Years & Over	145	2.50	54	0.93	47	0.81	65	1.12	37	0.64	59	1.02	407	36,119
Total	828	14.29	459	7.92	491	8.47	826	14.25	877	15.13	2,314	39.93	5,795	\$83,287

Source: Envirionics Analytics and Tracy Cross & Associates, Inc.

**INCOME-QUALIFYING METHODOLOGY
-- SISSON ROAD 40B APARTMENTS --**

Proposed Unit Types	Maximum Income @ 80.0% AMI
<p>One Bedroom</p> <p>Maximum Income Limit for a Two-Person Household</p> <p>MassHousing Maximum Gross Rent (including utility allowance)</p> <p>Proposed Maximum Monthly Gross Rent⁽¹⁾</p> <p>Gross Annual Rent</p> <p>Minimum Required Income</p> <p align="center">@ 30.0 Percent Affordability Threshold</p>	<p>\$61,850</p> <p>\$1,450</p> <p>\$1,450</p> <p>\$17,400</p> <p></p> <p>\$58,000</p>
<p>Two Bedroom</p> <p>Maximum Income Limit for a Three-Person Household</p> <p>MassHousing Maximum Gross Rent (including utility allowance)</p> <p>Proposed Maximum Monthly Gross Rent</p> <p>Gross Annual Rent</p> <p>Minimum Required Income</p> <p align="center">@ 30.0 Percent Affordability Threshold</p>	<p>\$69,600</p> <p>\$1,740</p> <p>\$1,740</p> <p>\$20,880</p> <p></p> <p>\$69,600</p>
<p>Three Bedroom</p> <p>Maximum Income Limit for a Five-Person Household</p> <p>MassHousing Maximum Gross Rent (including utility allowance)</p> <p>Proposed Maximum Monthly Gross Rent⁽¹⁾</p> <p>Gross Annual Rent</p> <p>Minimum Required Income</p> <p align="center">@ 30.0 Percent Affordability Threshold</p>	<p>\$83,500</p> <p>\$2,010</p> <p>\$2,010</p> <p>\$24,120</p> <p></p> <p>\$80,400</p>

Source: Massachusetts 2020 Schedule of *Maximum Annual Income Limits* and *Maximum Gross Rents* effective April 1, 2020.








A6

RESIDENTIAL BUILDING PERMIT TRENDS: BARNSTABLE COUNTY MARKET AREA
2000 - 2019

Year	Barnstable County Market Area			Town of Harwich					
	Total	Single Family	Multi-Family	Total	Percent of Market Area	Single Family	Percent of Market Area	Multi-Family	Percent of Market Area
2000	1,882	1,782	100	118	6.3	118	6.6	0	0.0
2001	1,619	1,500	119	170	10.5	105	7.0	65	54.6
2002	1,393	1,325	68	98	7.0	98	7.4	0	0.0
2003	1,228	1,095	133	66	5.4	66	6.0	0	0.0
2004	1,475	1,265	210	85	5.8	81	6.4	4	1.9
2005	1,360	1,152	208	55	4.0	55	4.8	0	0.0
2006	886	788	98	54	6.1	52	6.6	2	2.0
2007	818	679	139	42	5.1	42	6.2	0	0.0
2008	559	447	112	28	5.0	28	6.3	0	0.0
2009	377	337	40	52	13.8	50	14.8	2	5.0
2010	418	381	37	37	8.9	37	9.7	0	0.0
2011	404	342	62	45	11.1	37	10.8	8	0.0
2012	592	410	182	40	6.8	40	9.8	0	0.0
2013	596	425	171	36	6.0	36	8.5	0	0.0
2014	640	530	110	43	6.7	43	8.1	0	0.0
2015	572	550	22	43	7.5	43	7.8	0	0.0
2016	505	495	10	52	10.3	52	10.5	0	0.0
2017	871	489	382	55	6.3	55	11.2	0	0.0
2018	1,005	518	487	42	4.2	40	7.7	2	0.4
2019	513	427	86	24	4.7	24	5.6	0	0.0
Annual Average									
2000 - 2019	886	747	139	59	6.7	55	7.4	4	3.0

Sources: U.S. Department of Commerce, Bureau of the Census, *C-40 Construction Reports* and Tracy Cross & Associates, Inc.

DEVELOPMENT PROFILE SUMMARY: REPRESENTATIVE NEWER MARKET RATE APARTMENTS
 -- HARWICH CMA - FEBRUARY 2021 --

Attribute							
Project Name	CARRIAGE HOUSE BARNSTABLE	319 MAIN HYANNIS (1938) 2021	VILLAGE GREEN-WKFC HYANNIS 2015	HARBORWALK-PLYM STA PLYMOUTH 2019	POINTE 1620 PLYMOUTH 2018	COPPER COVE VILLAGE PLYMOUTH 2017	35 ROSEBROOK WAREHAM 2018
Location	BARNSTABLE	HYANNIS	HYANNIS	PLYMOUTH	PLYMOUTH	PLYMOUTH	WAREHAM
Year Built	2018	(1938) 2021	2015	2019	2018	2017	2018
Units	29	22	120	124	51	38	65
Project Type/Number of Floors	MIDRISE / 3 FLOORS	ADPT CONV / 2 FLOORS	MIDRISE / 3 FLOORS	MIDRISE / 4 FLOORS	MIDRISE / 4 FLOORS	GARDEN / 2 FLOORS	MIDRISE / 4 FLOORS
Average Unit Size	1,052	994	940	902	1,104	926	1,093
Average Posted Base Rent	\$1,895	\$2,152	\$1,140	\$2,419	\$2,531	\$2,411	\$2,115
Average Rent/Sq. Ft.	\$1.80	\$2.16	\$1.21	\$2.68	\$2.29	\$2.60	\$1.94
PARKING / UTILITIES / INCREMENTAL FEES							
Parking⁽¹⁾							
Structured Assigned/General	NA / NA	NA / NA	NA / NA	NA / \$150	\$125 / NA	\$100 / NA	NA / NA
Shared Car/Charging Station	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Attached/Detached Garage	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Carport/Surface Assigned	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Utilities^(1,2)							
Water/Refuse Collection	TENANT	TENANT	INCL	TENANT	TENANT	INCL	INCL
Gas	TENANT	TENANT	INCL	TENANT	TENANT	TENANT	TENANT
Electric	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
Cable/Internet	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT	TENANT
Premiums⁽¹⁾							
Floor	NA	NA	NA	VARIES	\$50	NA	\$55 - \$100
View	NA	NA	NA	VARIES	NA	NA	NA
Other Fees⁽¹⁾							
Administrative/Application	NA / NA	NA / NA	NA / \$20	NA / NA	NA / \$22	NA / NA	NA / NA
Security Deposit	ONE MONTH	\$5,700 - \$8,100	ONE MONTH	\$500 - ONE MONTH	ONE MONTH	ONE MONTH	ONE MONTH
Pet Deposit/Pet Rent	NA / \$50	TBD / TBD	NA / \$25-\$35	NA / \$50-\$100	NA / \$40-\$80	\$25-\$45 / \$5	NA / \$50
Storage: Central/Bike	NA / INCL	INCL / NA	NA / NA	\$75-\$135 / NA	INCL / NA	NA / NA	NA / INCL
STANDARD FEATURES AND COMMUNITY AMENITIES							
Interior Features⁽¹⁾							
Flooring: Common/Bedroom	CRPT / CRPT	FX WOOD / CRPT	FX WOOD / FX WOOD	FX WOOD / CRPT	FX WOOD / CRPT	FX WOOD / FX WOOD	FX WOOD / CRPT
Kitchen Appliances/Washer-Dryer	SS / UNIT	SS / UNIT	BLACK / UNIT	SS / UNIT	SS / UNIT	SS / UNIT	SS / UNIT
Kitchen Counters/Flooring	HSUR / FX WOOD	GRANITE / FX WOOD	LAMINATE / FX WOOD	QUARTZ / FX WOOD	QUARTZ / FX WOOD	GRANITE / FX WOOD	GRANITE / FX WOOD
Bath Counter/Flooring	CULT MRBL / CERAMIC	GRANITE / FX WOOD	CULT MRBL / CERAMIC	QUARTZ / FX WOOD	QUARTZ / CERAMIC	CULT MRBL / FX WOOD	GRANITE / CERAMIC
Patio/Balcony	INCL	NA	NA	NA	INCL	INCL	NA
Community/Building Amenities⁽¹⁾							
Clubroom/Kitchen	NA / NA	NA	INCL / SERVICE	INCL / SERVICE	INCL / SERVICE	NA / NA	INCL / SERVICE
Fitness Center/WI-FI/E-Lounge	INCL / NA / NA	INCL / NA / NA	INCL / INCL / NA	INCL / INCL / NA	INCL / INCL / NA	NA / NA / NA	NA / INCL / NA
Media Room/Business Center	NA / NA	NA / NA	NA / NA	NA / INCL / INCL	NA / NA	NA / NA	NA / NA
Doorman/Concierge	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA	NA / NA
Playground/Sport Court/Game Room	NA / NA / NA	NA / NA / NA	INCL / NA / NA	NA / INCL / NA	NA / INCL / NA	NA / NA / NA	NA / NA / NA
Garden or Roof Terrace	NA	NA	NA / NA	INCL	INCL	NA	INCL
Fireside Lounge/Grill Area	NA / NA	NA / NA	NA / NA	INCL / INCL	INCL / INCL	NA / NA	INCL / NA
Swimming Pool	NA	NA	NA	OUTDOOR	NA	NA	NA
Pet Park/Grooming Station	NA / NA	NA / NA	NA / NA	NA / INCL	NA / NA	NA / NA	NA / NA
⁽¹⁾ Indicates incremental monthly fee as applicable. ⁽²⁾ Assumes tenant responsible for all utilities as standard unless otherwise indicated.							

Source: Tracy Cross & Associates, Inc.

A8

RENTAL APARTMENT PROJECTS IN PLANNING⁽¹⁾

-- BARNSTABLE COUNTY, MA --

Municipality/ Proposed Development	Location	Builder/Developer	Current Status ^(2,3)	Anticipated Leasing	Number of Units
Bourne					
Jasper's Landing	829 Scenic Highway	Silvia & Sivia Associates, Inc.	CS	2024	12
Bay Motor Inn Conv (Mixed-Income)	223 Main Street	Donald J. Bracken	CS	---	72
TBD (Mixed-Use)	2 Kendall Rae Place	CMP Development	PP	---	217
The Tides at Bourne-AA (Mixed-Incm)	25 Perry Avenue	Calamar	UC	2022	120
Eastham					
TBD (Mixed-Use)	4615-55 State Highway	Cedar Banks Landings LLC	CS	---	20
Harwich					
The Royal Apartments	328 Bank Street	Newman Properties	CS	---	26
Stone Horse Dormitory Conversion	866 Route 26	Main Street Stone Horse LLC	CS	---	22
Hyannis					
TBD (Twin Brooks Golf Course)	35 Scudder Avenue	Lennar Multifamily Communities	CS	---	312
TBD (fmr Cape Cod Healthcare)	Wilkins and Attucks lanes	New England Development	CS	---	270
TBD (Mixed-Income)	850 Falmouth Road	Standford Holdings LLC	CS	---	53
TBD (Workforce)	720 Main Street	720 Main Residences LLC	CS	---	40
Sea Captains Row	24 Pleasant Street	CapeBuilt Development	UC	Summer 2021	46
Mashpee					
TBD (40B)	950 Falmouth Road	Preservation of Aff. Hsg.	CS	---	39
Orleans					
Orleans Cape Cod Five (Workforce)	19 West Road	Penrose LLC	PP	---	62
				Total⁽⁴⁾	1,311
⁽¹⁾ Excludes age and/or income-restricted, service-enhanced, and congregate care senior developments.					
⁽²⁾ As of April 2021.					
⁽³⁾ Status key: Concept Stage (CS); Preliminary Plat Approval (PP); Final Plat Approval (FP); Site Improvements started (INF); Permits issued/under construction (UC).					
⁽⁴⁾ Excludes developments with unit counts and product idioms yet to be determined.					

Source: Tracy Cross & Associates, Inc.

GENERAL LIMITING CONDITIONS

Tracy Cross & Associates, Inc. has made extensive efforts to confirm the accuracy and timeliness of the information contained in this study. Such information was compiled from a variety of sources, including interviews with developers and their agents, government officials, and other third parties. Although Tracy Cross & Associates, Inc. believes all information in this study is correct, it does not warrant the accuracy of such information and assumes no responsibility for inaccuracies in the information provided by third parties.

Conclusions and recommendations established in this analysis represent a professional opinion and are based upon forecasts into the future which could be significantly altered by outside occurrences. These include, among others, the possible interplay of unforeseen social, economic, physical/environmental, and governmental actions. In this regard, Tracy Cross & Associates, Inc., its owners, and its employees shall be held harmless of changes in conditions that may materially result from these occurrences.



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TOWN OF

HARWICH

732 Main Street
Harwich, MA 02645

CONSERVATION COMMISSION

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

August 2, 2021

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

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

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

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

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

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

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

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

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



Commonwealth of Massachusetts

Division of Fisheries & Wildlife

MassWildlife

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O F F I C I A L
C O P Y

N O T

A N

O F F I C I A L
C O P Y

Jack Buckley, Director

July 22, 2016

HFH Development LLC
PO Box 612
North Chatham, MA 02650

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

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

Dear Applicant:

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

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

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

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

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

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

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

C O P Y

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

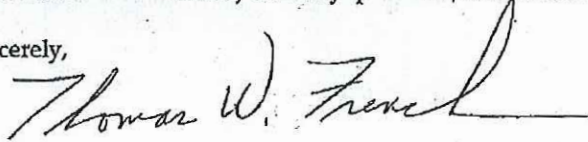
5. **Compliance Report:** Within thirty (30) days of completing construction of each of the seven (7) residential house lots, the Applicant shall file a brief written report to the Division confirming that all exterior work is complete on the indicated lot.
6. This determination shall not preclude the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

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

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

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

Sincerely,



Thomas W. French, Ph.D.
Assistant Director

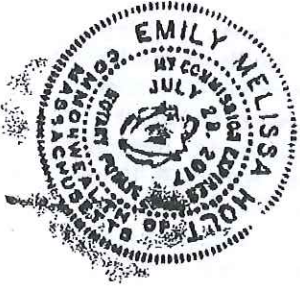
cc: William A. Manganiello, Law Offices of William A. Manganiello (lawyerone@tmlp.com)
Scott Egan, AECOM

Documents Attached:

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

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

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NOT AN OFFICIAL COPY



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



OWNERS OF RECORD:
 LOUIS J. BOURGAIN, JR., TRUSTEE
 TRUSTEES REDEV. TRUST
 DEED BOOK 17483 PAGE 20
 ACCESSORY MAP 31, PARCEL D-4
 ARTHUR F. DOWNE, JR.
 VIRGINIA DRIVE
 DEED BOOK 1413 PAGE 403
 ACCESSORY MAP 31, PARCEL D-3

ZONING CLASSIFICATION

ZONE R-1 RESIDENTIAL (LOW DENSITY)
 MINIMUM AREA 40,000 SF
 MINIMUM FRONTAGE 150 FEET
 FRONT YARD SETBACK 25 FEET
 SIDE AND REAR YARD SETBACK 20 FEET
 MINIMUM BUILDING COVERAGE 15%
 MAXIMUM BUILDING HEIGHT 30 FEET

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AREA CALCULATIONS:

TOTAL PARCEL AREA 575,320 SF = (13.21 AC)
 TOTAL WETLAND AREA 172,130 SF = (3.95 AC)
 TOTAL UPLAND AREA 403,190 SF = (9.26 AC)
 AREA OF LOTS 1-7 (FOR HOMES) 144,452 SF = (3.29 AC)
 AREA OF ROAD 50,197 SF = (1.15 AC)
 AREA OF TEMPORARY DISTURBANCE 22,769 SF = (0.52 AC)
 TOTAL OF DISTURBED LOTS AND ROAD 223,456 SF = (5.13 AC)

TOTAL OPEN SPACE PROVIDED (AFTER REVEGETATION OF TEMPORARY AREAS)
 375,320 - 194,029 = 300,631 SF = 6.74 AC = 66.2 %

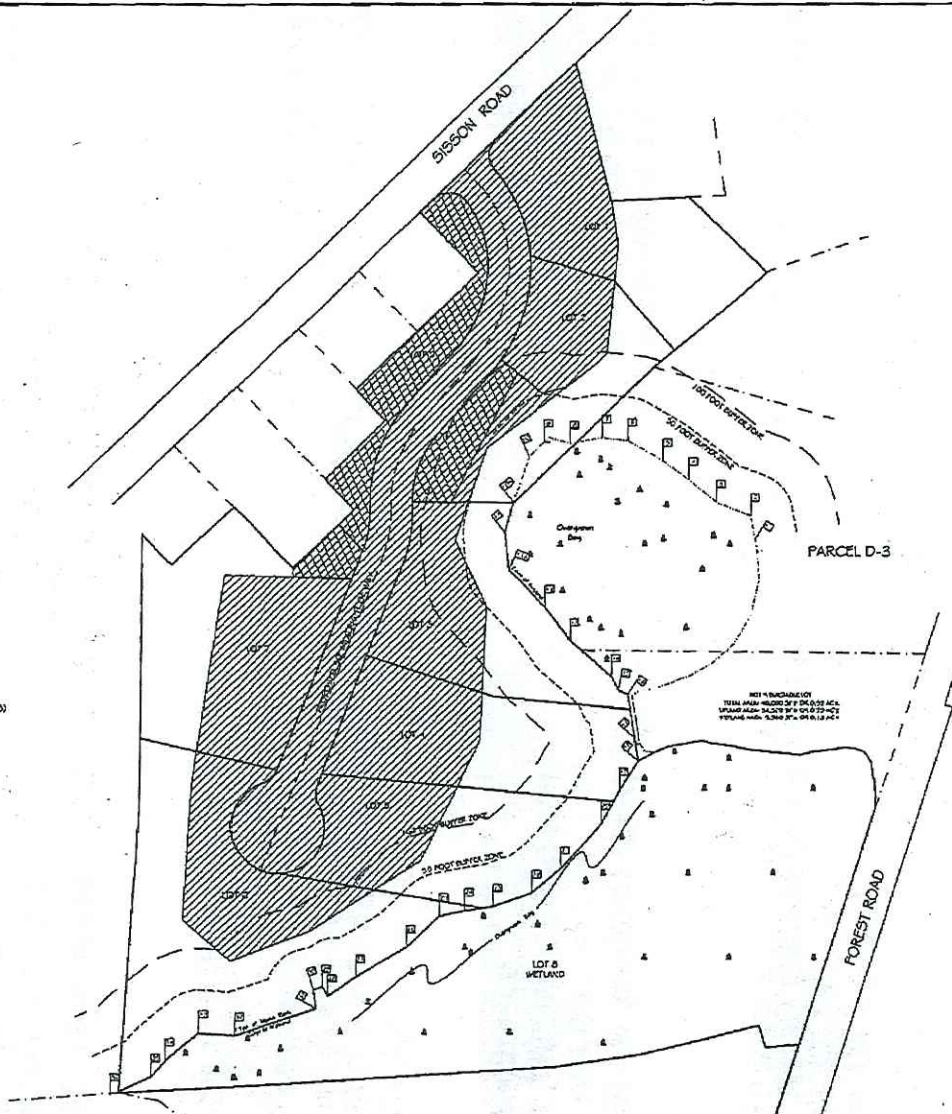
UPLAND OPEN SPACE PROVIDED:
 403,190 - 254,665 = 208,501 SF = 4.59 AC = 45.1 %

TOTAL UPLAND AREA LEFT IN NATURAL STATE (INCLUDES PERMANENT AND TEMPORARY ALTERNATES)
 403,190 - 223,456 = 179,732 SF = 4.13 AC = 41.4 %

AREA OF TEMPORARY UTILITIES, HOME CONSTRUCTION, ASSOCIATED GRADING FOR THE HOMES INCLUDING THE UTILITIES
 AREA = 124,625 SF

AREA OF TEMPORARY DISTURBANCE ASSOCIATED WITH THE ROAD CONSTRUCTION TO BE REVEGETATED BACK TO NATIVE SHRUB CONVEINITY.
 AREA = 22,769 SF

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PRELIMINARY GRID SUBDIVISION PLAN
 SHOWING PROPOSED LIMIT OF ACTIVITY
 CONCEPTUAL
 PLAN OF LAND
 IN
 HARBINCH, MASSACHUSETTS
 FOR
 DONOVAN BUILDING CORPORATION

SCALE 1"=60' SEPTEMBER 15, 2011
 REVISIONS: 1. 10% ASSUMED NUMBER OF TREES LEFT FROM A TO F. NO CHANGE TO LIMIT OF DISTURBANCE.
 J.M. O'REILLY & ASSOCIATES, INC.
 Professional Engineering & Land Surveying Services
 1078 Main Street - Suite 64
 P.O. Box 1973
 Beverly, MA 01915
 (508)690-6801

Joe Powers

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

Joe,

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

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

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

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

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

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

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

Scott

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



Town of Harwich
Board of Health

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

July 22, 2021

Chloe's Path Comments

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

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

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

-Katie O'Neill, Harwich Health Director

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

Hi Meggan,

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

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

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

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

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

Jon

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

Hi Meggan,

Re: Chloe's Path development

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

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

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

Sincerely,

David J. Guillemette
Chief of Police



Harwich Police Department
183 Sisson Road
Harwich, MA 02645

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

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

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

Thanks!

My very best,

Richard Waystack, CRS

2020 National President, Residential Real Estate Council (CRS)

Executive Broker, Platinum Member

Jack Conway Real Estate, License #136018-B

rwaystack@waystack.com

Text or Cell: 508-776-0964

www.waystack.com

Thank you for trusting me with your referrals!

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

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

Thanks again,

Jon

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

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

Dear Selectman,

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

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

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

Sincerely,

Robert Doane
Andrea Doane (RR)

Robert Doane and Andrea Doane

CC:

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

Attachments:

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

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

HARWICH, MASSACHUSETTS

DECLARATION OF PROTECTIVE COVENANTS

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

WITNESSETH:

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

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

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

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

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

1. Definitions

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

2. Subdivision of Lots and Use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Miscellaneous Restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Remedies. These Protective Covenants are made for the benefit of the DECLARANT, its successors and assigns, (and where applicable for the benefit of Robert W. Doane and Andrea E. Doane) and after the DECLARANT owns no Lots, then for the benefit of any and all persons or legal entities who may own any of the Lots and who shall derive title from or through the DECLARANT, its successors and assigns. The DECLARANT, and after the DECLARANT owns no Lots, the Association, shall specifically have the right to prevent or stop the violation of any restriction by injunction or other lawful remedy, and to recover any damages resulting from such violation. Further, Robert W. Doane and Andrea E. Doane shall have the right to enforce the restrictions that are for the benefit of the Doane Property.

24. Invalidity. If any easement, covenant, restriction, or agreement or part thereof, or any charge herein contained should be held invalid by any court, such invalidity shall in no way affect any other covenant, restriction, agreement or charge herein contained.

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

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

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

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

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

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

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

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

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

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

In witness whereof, I, Peter B. Donovan, Manager of HFH DEVELOPMENT, LLC, hereunto set my hand and seal this 16 day of September, 2016.

HFH DEVELOPMENT, LLC

By: Peter B. Donovan, Manager

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 16th day of September 2016 before me, the undersigned notary public, personally appeared Peter B. Donovan, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was Ma Driver License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.



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

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MassWildlife

Commonwealth of Massachusetts

Division of Fisheries & Wildlife

N O T

N O T

Jack Buckley, Director

A N

A N

O F F I C I A L

O F F I C I A L

July 22, 2016

C O P Y

C O P Y

HFH Development LLC
PO Box 612
North Chatham, MA 02650

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

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

Dear Applicant:

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

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

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

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

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

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

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

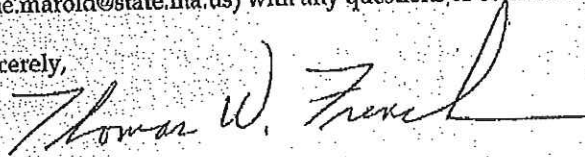
5. **Compliance Report:** Within thirty (30) days of completing construction of each of the seven (7) residential house lots, the Applicant shall file a brief written report to the Division confirming that all exterior work is complete on the indicated lot.
6. This determination shall not preclude the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

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

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

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

Sincerely,



Thomas W. French, Ph.D.
Assistant Director

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

Documents Attached:

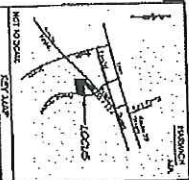
Attachment 1:	PRELIMINARY GRID SUBDIVISION PLAN SHOWING PROPOSED LIMIT OF ACTIVITY, Conceptual Plan of Land in Harwich, Massachusetts for Donovan Building Corporation, prepared by J. M. O'Reilly & Associates, Inc., 1 sheet, dated 9/25/2015 (revised 12/21/2015).
Attachment 2:	2016 Eastern Box Turtle Nesting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

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

NOTARY PUBLIC
NOTARY PUBLIC
OFFICIAL COPY OFFICIAL COPY

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





OWNERS OF RECORD:
 JOHN J. DONOVAN, JR. & ASSOCIATES
 1000 WEST 10TH STREET
 CHICAGO, ILLINOIS 60604
 JOHN J. DONOVAN, JR.
 1000 WEST 10TH STREET
 CHICAGO, ILLINOIS 60604

ZONING CLASSIFICATION:
 R-1 (RESIDENTIAL SINGLE-FAMILY)
 R-2 (RESIDENTIAL SINGLE-FAMILY)
 R-3 (RESIDENTIAL SINGLE-FAMILY)
 R-4 (RESIDENTIAL SINGLE-FAMILY)
 R-5 (RESIDENTIAL SINGLE-FAMILY)
 R-6 (RESIDENTIAL SINGLE-FAMILY)
 R-7 (RESIDENTIAL SINGLE-FAMILY)
 R-8 (RESIDENTIAL SINGLE-FAMILY)
 R-9 (RESIDENTIAL SINGLE-FAMILY)
 R-10 (RESIDENTIAL SINGLE-FAMILY)

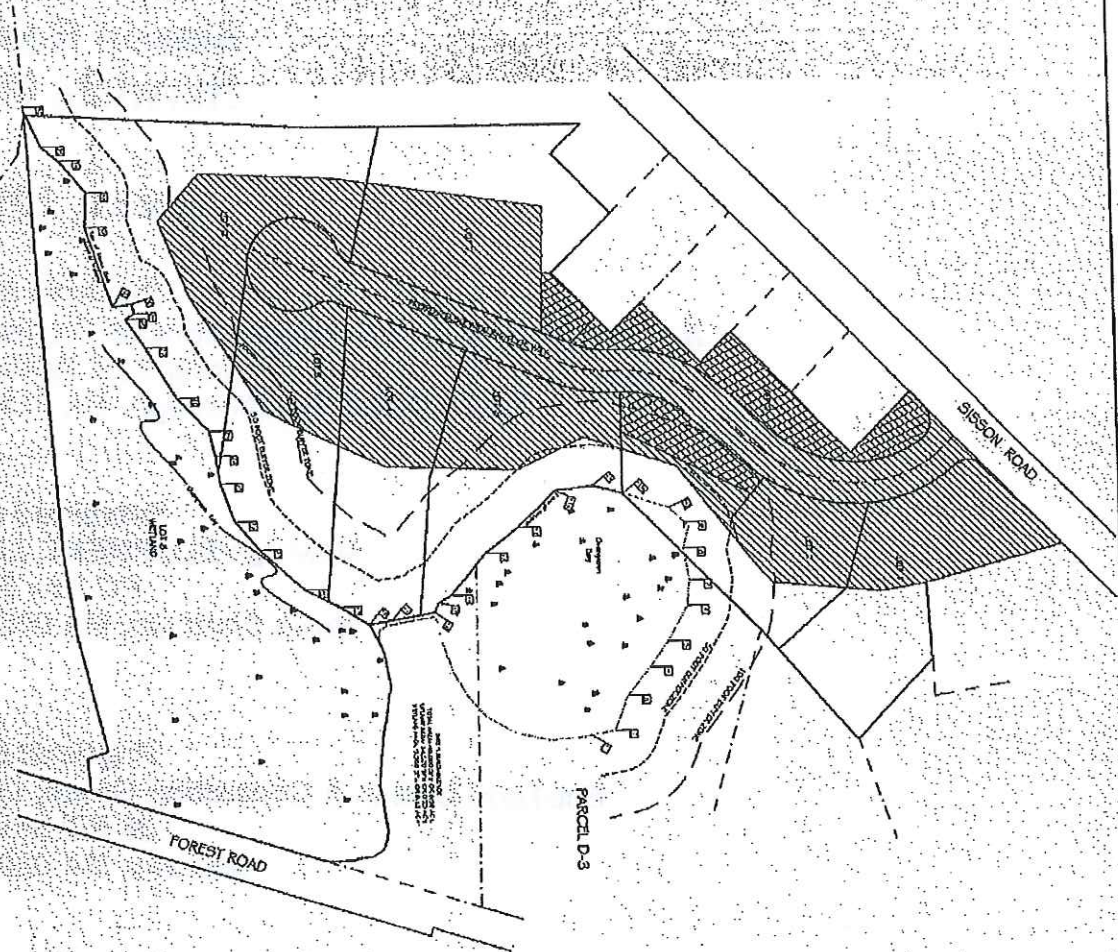
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AREA CALCULATIONS:

TOTAL BRUSH AREA: 575,889 SQ. FT. (13.21 ACRES)
 TOTAL UNPAVED AREA: 172,133 SQ. FT. (3.93 ACRES)
 TOTAL PAVED AREA: 403,133 SQ. FT. (9.28 ACRES)
 AREA OF TOTAL LOT FOOTPRINTS: 50,137 SQ. FT. (1.15 ACRES)
 AREA OF IMPROVED FOOTPRINTS: 22,743 SQ. FT. (0.52 ACRES)
 TOTAL OF DISTURBED LOTS AND ROAD: 223,455 SQ. FT. (5.13 ACRES)
 TOTAL OPEN SPACE PROVISION AFTER CONSTRUCTION OF IMPROVED AREAS: 352,434 SQ. FT. (8.04 ACRES)

UNPAVED BRUSH PROVISION: 575,889 SQ. FT. (13.21 ACRES)
 UNPAVED BRUSH PROVISION: 172,133 SQ. FT. (3.93 ACRES)
 UNPAVED BRUSH PROVISION: 403,133 SQ. FT. (9.28 ACRES)
 UNPAVED BRUSH PROVISION: 50,137 SQ. FT. (1.15 ACRES)
 UNPAVED BRUSH PROVISION: 22,743 SQ. FT. (0.52 ACRES)
 UNPAVED BRUSH PROVISION: 223,455 SQ. FT. (5.13 ACRES)

AREA OF IMPROVED FOOTPRINTS: 22,743 SQ. FT. (0.52 ACRES)
 AREA OF IMPROVED FOOTPRINTS: 22,743 SQ. FT. (0.52 ACRES)
 AREA OF IMPROVED FOOTPRINTS: 22,743 SQ. FT. (0.52 ACRES)



PRELIMINARY GRID SUBDIVISION PLAN
 SHOWING PROPOSED LIMIT OF ACTIVITY
 IN THE TOWN OF
 WESTON, MASSACHUSETTS
 FOR THE
 CONSTRUCTION OF
 A
 RESIDENTIAL DEVELOPMENT
 ON
 PARCEL D-3
 OF THE
 FOREST ROAD
 SUBDIVISION
 PROJECT
 PREPARED BY
 J.M. O'NEIL & ASSOCIATES, INC.
 1000 WEST 10TH STREET
 CHICAGO, ILLINOIS 60604
 DATE: 10/15/08

DATE: 10/15/08
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1
 PROJECT NO. 08-001

NOT OFFICIAL COPY NOT OFFICIAL COPY
**2016 EASTERN BOX TURTLE NESTING HABITAT
IMPROVEMENT & MANAGEMENT PLAN**

NOT
AN
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COPY

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OFFICIAL
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Sisson Road

**Sisson Road
Harwich, MA**

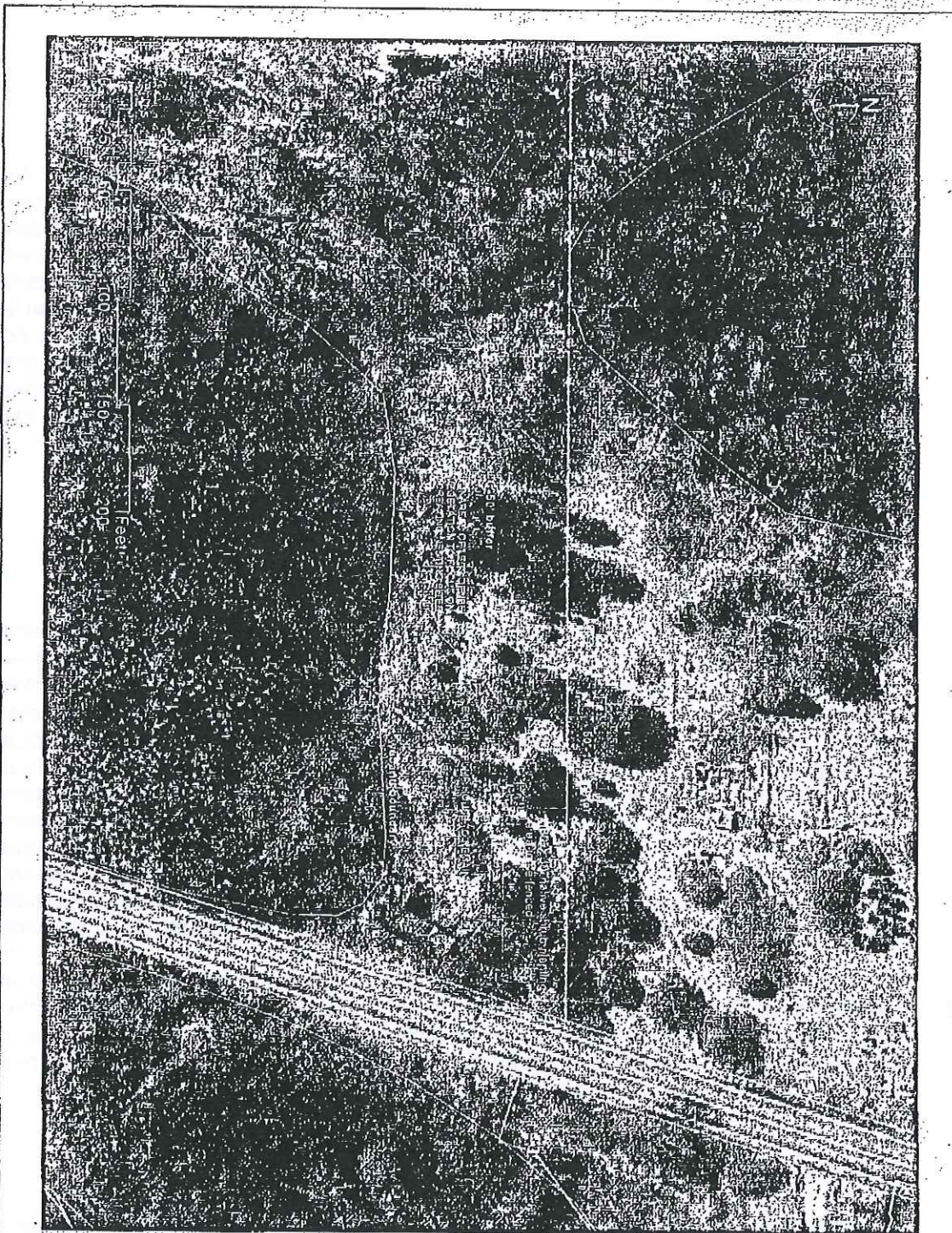
April 5, 2016

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

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

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





**SISSON ROAD DEVELOPMENT
HARWICH, MA**

SCALE: AS NOTED

PROPOSED NESTING HABITAT MANAGEMENT PLAN

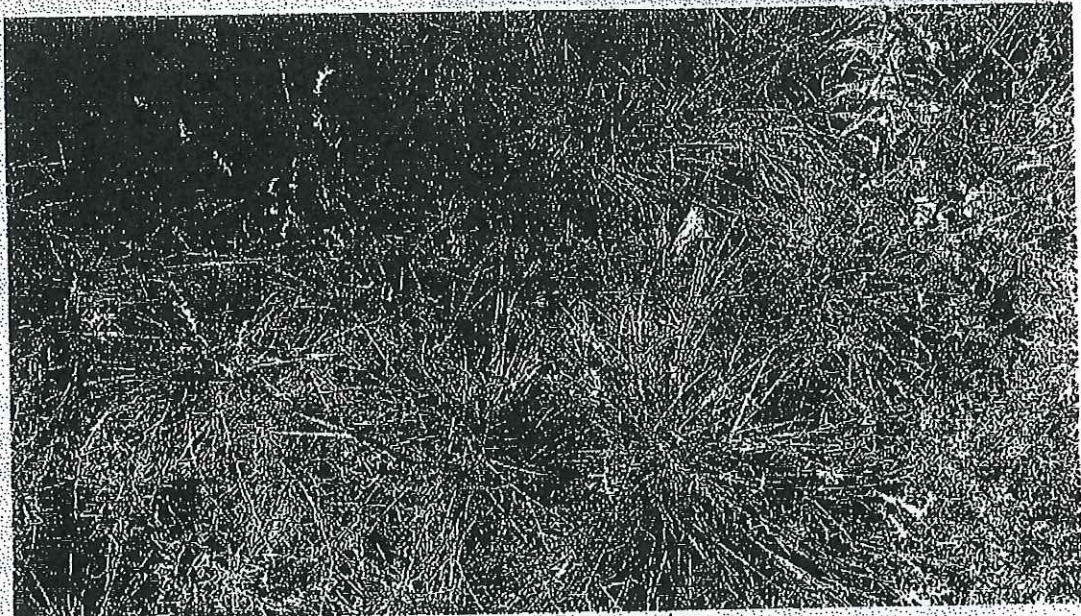
EcoTerra Design & Consulting, LLC
28 Hill Street / Medway MA 02053

Data Courtesy MassGIS 2009 / NAD83 Massachusetts Mainland

N O T . . . N O T



View of typical Zone 2 vegetative cover.



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

N O T

N O T

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

4. Management Practices / Turtle Protection

Techniques

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

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

NOT NOT
vegetation used during the nesting season. The area of habitat improvement has been broken down into two general zones (See figure); these areas within 0-50' (Zone 1) of the wetland boundary, and areas within the 50'-100' buffer to the palustrine scrub-shrub wetland. The habitat within the 0'-50' zone is generally much more dense with woody vegetation and is best described as a dense mid-to late-successional habitat. The dominant shrub layer consists of bayberry (*Myrica pennsylvanica*) and black huckleberry (*Gaylussacia baccata*). There are also some scattered saplings including eastern red cedar (*Juniperus virginiana*). The 50'-100' plus zone (Zone 2) is generally more open with sparsely distributed grasses such as little bluestem (*Schizachyrium scoparium*) covering the ground, and areas of exposed soils suitable for nesting (See photos below). There are also scattered stands of trees including pitch pine (*Pinus rigida*) and eastern red cedar (*Juniperus virginiana*). Detailed descriptions of habitat management practices are described below.

Zone 1 (0-50 foot)

In order to be sensitive to the adjacent wetland, and protect wetland functions and values, habitat management activities in this zone will not result in greater than 25% removal of existing vegetation. This will result in a 75% vegetative coverage upon completion of the habitat management activities in this zone. Vegetation removal will be strategically targeted based on overall habitat context and presence / absence of existing vegetation. For example, areas already thinner in vegetation may be targeted so as to result in less overall disturbance to the adjacent wetland. These areas will also be scarified in order to remove existing root masses and provide a more exposed soil suitable for nesting. These scarified areas will be approximately 6-foot in diameter. The goal will be to open up approximately 25% of the zone in order to provide suitable nesting spots. Additionally, these openings will also provide improved dispersal and or staging areas for turtles to or from the more suitable nesting areas located in Zone 2. Areas generally targeted for vegetative clearing and/or scarification can be seen in the accompanying plan (See figure).

Zone 2 (50-100+ foot)

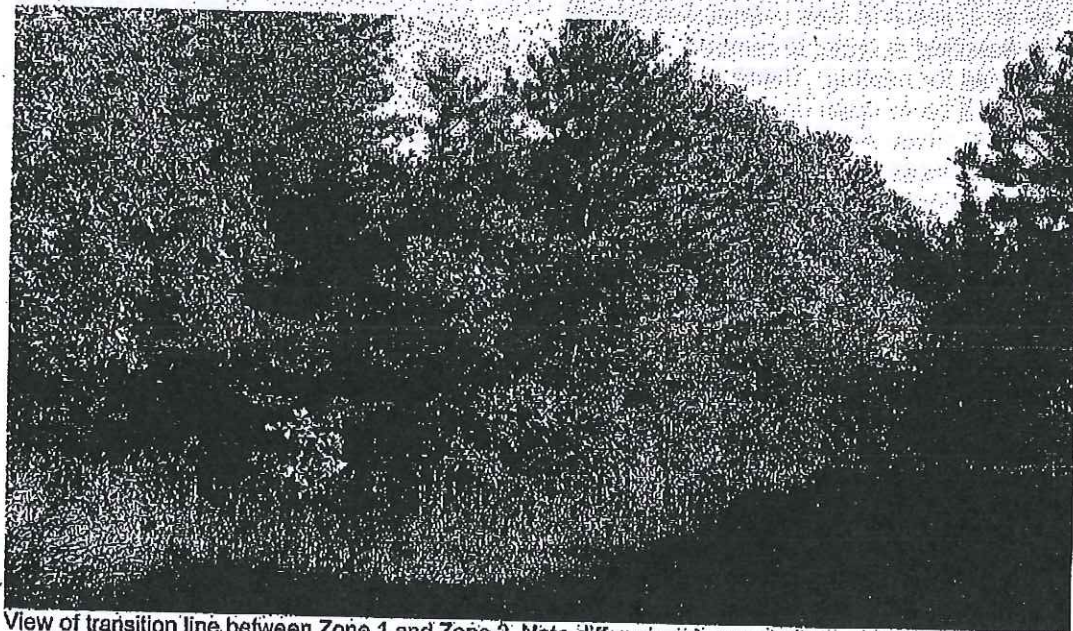
This zone already contains suitable soils for nesting habitat and does contain many open exposed areas already. There are stands of successional tree species such as the eastern red cedar and pitch pine, along with field grasses such as little bluestem. Since this region generally provides the best nesting habitat potential, efforts will be focused within this region and the level of enhancement will be greater given the distance from the wetland resource. Based on current recommendations from the MA NHESP, the total cover including native grasses, sedges, and low growing shrubs should not exceed 50% of the nesting area. Furthermore, woody shrubs should not comprise greater than 10% of the nesting area or be allowed to exceed 24 inches in height. Management guidelines recommend an open-canopy area; therefore all shrubs and trees (< 4 inch diameter) will be removed from Zone 2. Scarification of soils should not be necessary in this zone as there are ample areas with exposed soils already. Should it be determined during the fieldwork that any areas would benefit from soil scarification, this would be conducted at that time.

N O T

N O T



View of dense vegetation more typical of Zone 1



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

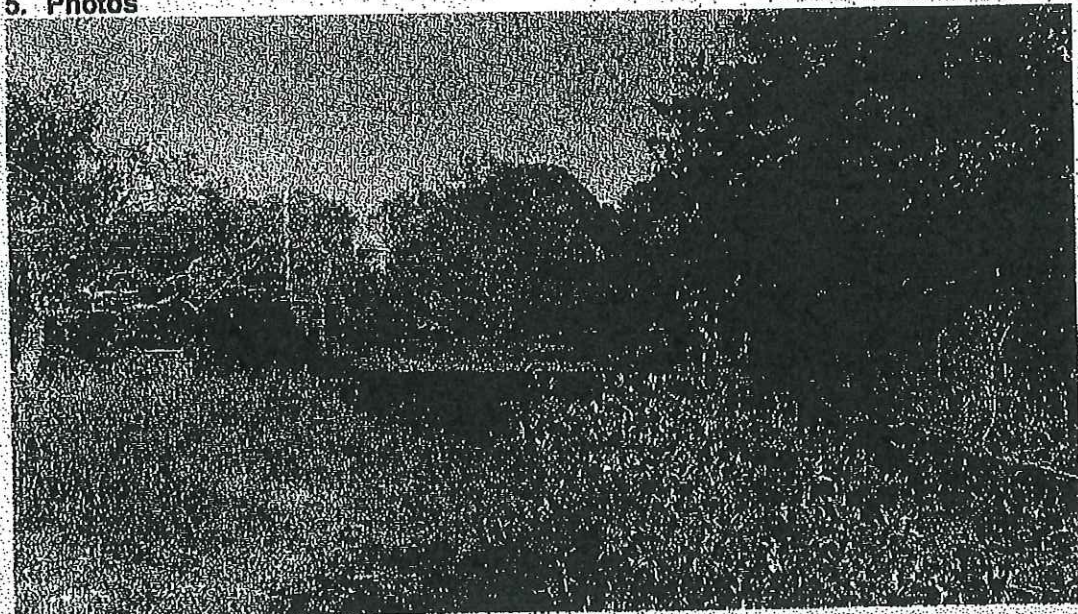
Timing of Work

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

Technical Oversight

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

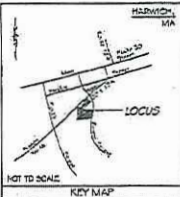
5. Photos



View of pump house and Zone 2 looking toward Forest Street

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O F F I C I A L N A T I O N A L O F F I C I A L N A T I O N A L



OWNERS OF RECORD: LOUIS J. DONAWA, JR., TRUSTEES OLNEY ASSESSMENT TRUST DEED BOOK 17422 PAGE 70 PLAN BOOK 250 PAGE 21 ASSESSOR MAP 31, PARCEL B-4

CURVE TABLE with columns for CURVE, RADIUS, LENGTH, and CHORD. Includes data for curves C10 through C19.

BOARD OF PLANNING COMMENTS: THE BOARD HAS REVIEWED THE PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE TOWN'S ZONING REGULATIONS...

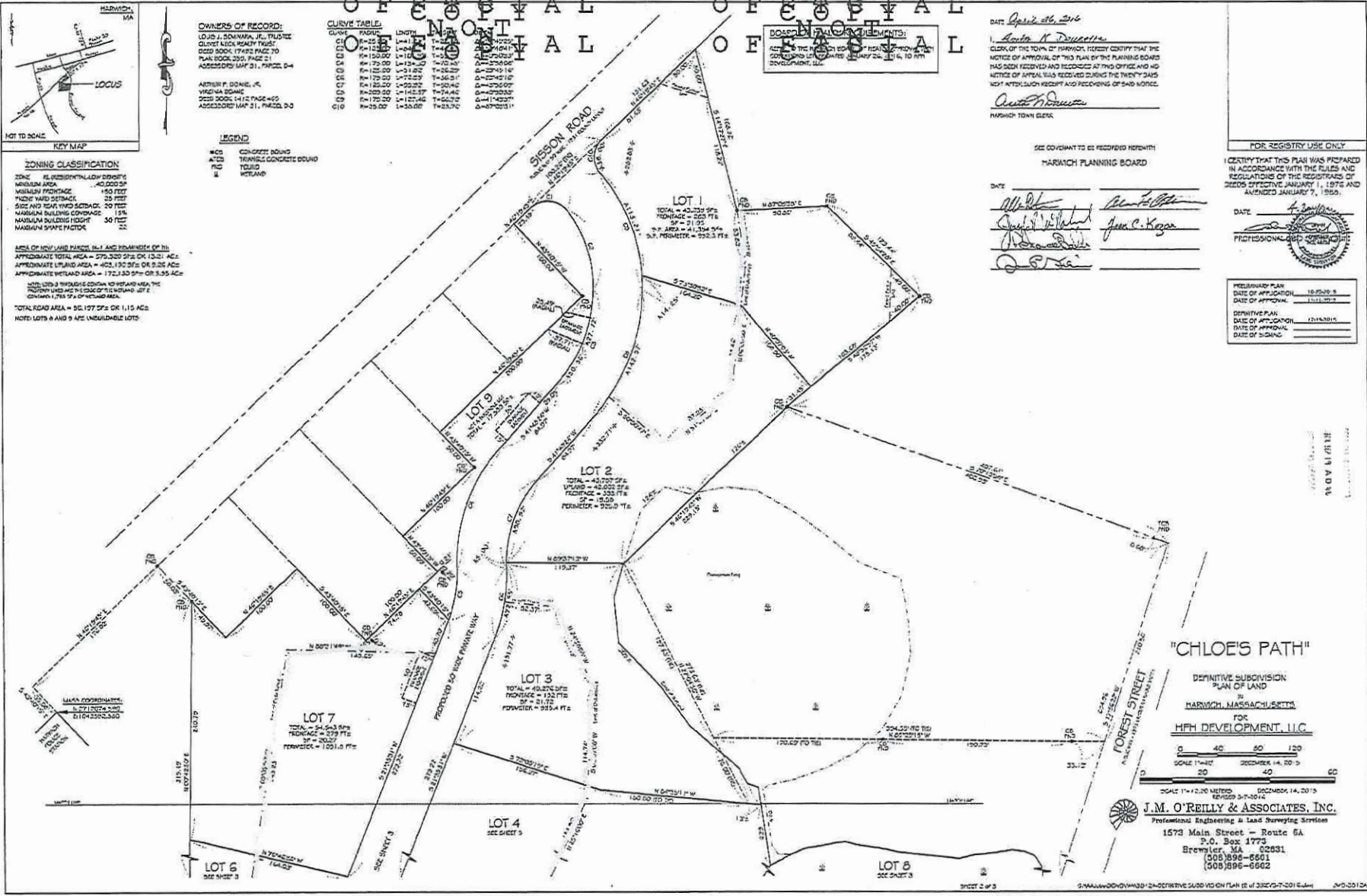
DATE: April 26, 2016. Signed by Austin K. Drouot, Harwich Town Clerk.

FOR REGISTRY USE ONLY. CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS...

ZONING CLASSIFICATION: R2. MINIMUM AREA: 40,000 SQ FT. MAXIMUM FRONTAGE: 150 FEET. FRONT YARD SETBACK: 25 FEET.

LEGEND: CONCRETE BOUND, TRINISSE CONCRETE BOUND, TOLID, WETLAND.

AREA OF ROAD LANE FRASES, ETC. AND PERIMETERS OF THE APPROXIMATE TOTAL AREA = 270,320 SQ FT OR 13.21 AC. APPROXIMATE UPLAND AREA = 402,130 SQ FT OR 9.26 AC.

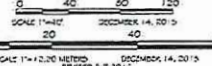


SEE COVENANT TO BE RECEIVED HERewith. HARWICH PLANNING BOARD. DATE: [Signatures]

PROFESSIONAL PLAN. DATE OF APPLICATION: 10/25/15. DATE OF APPROVAL: 11/11/15. DATE OF SIGNING: [Signature]

"CHLOE'S PATH"

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



J.M. O'REILLY & ASSOCIATES, INC. Professional Engineering & Land Surveying Services. 1573 Main Street - Route 6A, P.O. Box 1773, Brewster, MA 02631.

1266 21

OFFICIAL OFFICIAL
OFFICIAL OFFICIAL

BOARD OF HEALTH REQUIREMENTS:
REFER TO THE HEALTH BOARD FOR HEALTH BOARD APPROVAL AND CONSENT TO THE HEALTH BOARD TO BE OBTAINED TO THE DEPARTMENT, LLC.

DATE: December 14, 2015
By: Robert H. Dosselle
CLERK OF THE TOWN OF HARWICH, MASSACHUSETTS
NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY (20) DAY PERIOD AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.
Robert H. Dosselle
HARWICH TOWN CLERK



OWNERS OF RECORD:
LOUIS J. SENEMMA, JR., TRUSTEES
OLYMPIC LOCK ROAD TRUST
DEED BOOK 17482 PAGE 70
PLAN BOOK 335, PAGE 21
ASSESSOR'S MAP #11, PARCELS 4-4

ARTHUR P. DONNE, JR.
VIRGINIA DONNE
DEED BOOK 14112 PAGE 402
ASSESSOR'S MAP #11, PARCELS D-3

CURVE TABLE:

CHORD	ANGLE	ARC LENGTH
100.00	90°00'	157.08
100.00	45°00'	141.37
100.00	30°00'	125.66
100.00	15°00'	110.00
100.00	7°30'	94.34
100.00	3°45'	78.68

ZONING CLASSIFICATION
ZONE: R1 RESIDENTIAL LOW DENSITY
MINIMUM AREA: 40,000 SQ FT
MINIMUM FRONTAGE: 130 FEET
FRONT YARD SETBACK: 20 FEET
SIDE AND REAR YARD SETBACK: 10 FEET
MAXIMUM BUILDING COVERAGE: 13%
MAXIMUM SHAPE FACTOR: 22

AREA OF NEW LAND PARCEL #4-1 AND REARWARD OF 211 APPROXIMATE TOTAL AREA = 375,330 SQ FT OR 13.21 ACRES
APPROXIMATE UPLAND AREA = 492,150 SQ FT OR 13.56 ACRES
APPROXIMATE WETLAND AREA = 172,130 SQ FT OR 3.95 ACRES
NOTE: LOTS 3 THROUGH 6 CONTAIN WETLAND AREA, THE PROPOSED LOTS ARE THE SIZE OF THE WETLAND SET BACK CONTAIN 1,782 SQ FT OF WETLAND AREA
TOTAL WETLAND AREA = 361,127 SQ FT OR 1.12 ACRES
NOTE: LOTS 4 AND 5 ARE UNDESIRABLE LOTS

LEGEND
R-CD COMPLETE ROUND
R-105 TRIANGLE CORNER'S BOUNDARY
P-100 ROAD
A WETLAND

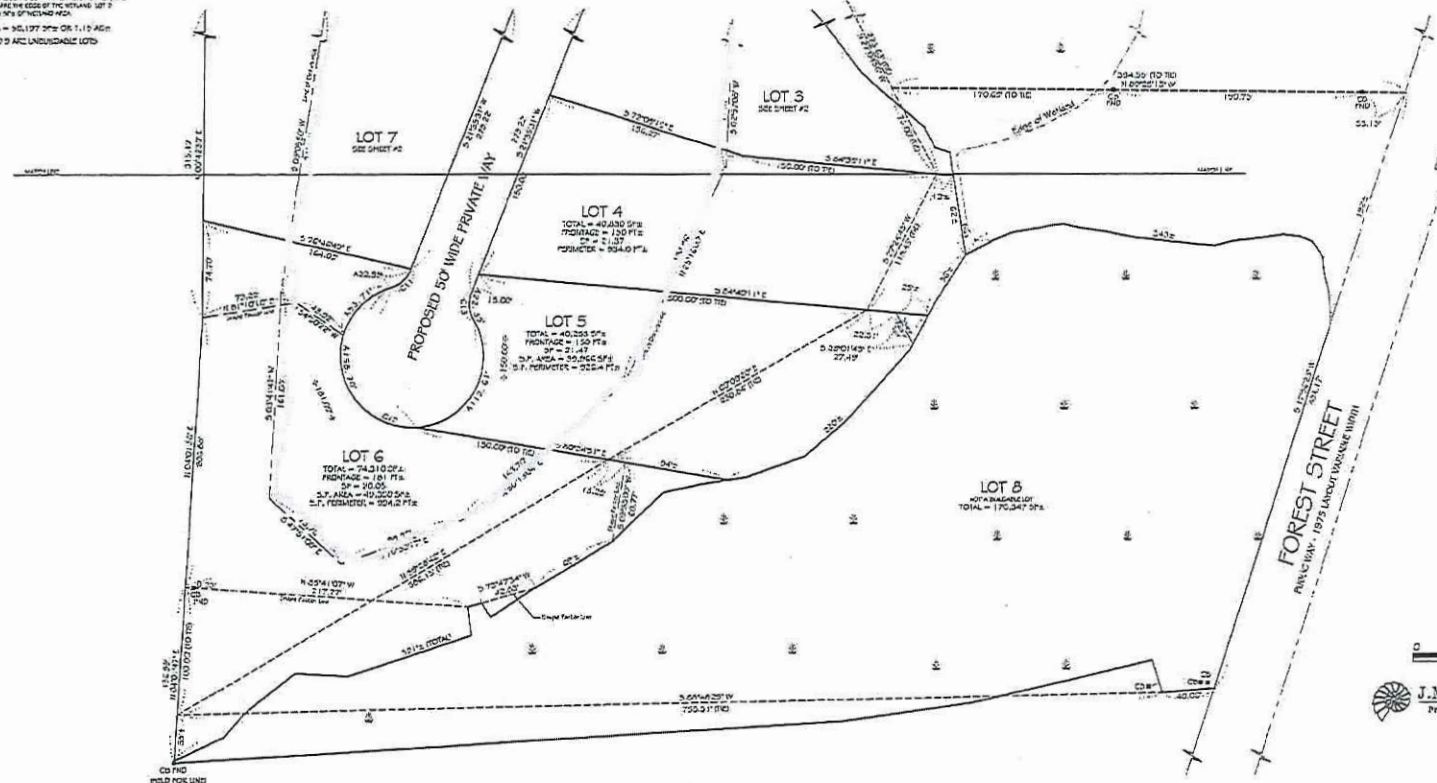
SEE COVENANT TO BE RECORDED HEREWITH
HARWICH PLANNING BOARD

DATE: 12/14/15
John P. Kelly John P. Kelly
John P. Kelly John P. Kelly
John P. Kelly John P. Kelly

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

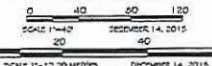


PRELIMINARY PLAN	DATE OF APPLICATION	12/14/2015
DATE OF APPROVAL	12/14/2015	
DEFINITIVE PLAN	DATE OF APPLICATION	12/14/2015
DATE OF APPROVAL	12/14/2015	
DATE OF SIGNING		



"CHLOE'S PATH"

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



SCALE 1" = 120.00 METERS
REVISION 5-7-2016
DECEMBER 14, 2015
J.M. O'REILLY & ASSOCIATES, INC.
Professional Engineering & Land Surveying Services
1573 Mills Street - Route 6A
P.O. Box 1773
Brewster, MA 02831
(508) 896-8601
(508) 896-0962

1666 22

407.62'
N 70°13'54" W

TCB
FND

0.63'

REMAINDER OF PARCEL A

TOTAL AREA: 135,540 SF ± OR 3.11 AC ±
UPLAND AREA: 78,230 SF ± OR 1.80 AC ±
WETLAND AREA: 57,310 SF ± OR 1.31 AC ±

206.92'

665.97'
S 89°25'15" E

404.95' (TO TIE)

100'

CB
FND

CB
FND

500 sq ft

3500 sq ft

33.12'

PARCEL B-1

TOTAL AREA: 40,000 SF ± OR 0.92 AC ±
UPLAND AREA: 34,500 SF ± OR 0.78 AC ±
WETLAND AREA: 5,500 SF ± OR 0.13 AC ±

150.00' (TO TIE)
191' ±

157' ±

343 ±

Edge of Wetland

292.13'
N 86°47'14" W

3"

Statement
James Walpole
Board of Selectmen
07/26/2021

I need your help.

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

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

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

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

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

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

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

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

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

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

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

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

Dear Selectman,

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

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

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

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

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

Respectfully,

James Walpole

July 22, 2021

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

RE: Chloe's Path 40B Proposal

Dear members of the board,

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

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

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

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

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

Hello jpowers,

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

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

Message:

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

Robert Clobridge
PO Box 606
West Harwich MA 02671

Harwich Board of Selectmen

RE: Chloe's path + 96 units

July 24, 2021

Dear Selectmen,

Please consider rejecting the proposal for Chloe's path.

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

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

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

Thank you,

Robert Thomason
77 Oliver Snow Rd.
Harwich Port.





August 8, 2021
26 Pleasant Lake Ave
Harwich, Ma

Town of Harwich
Select Board Members
Dear Elected Officials:

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

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

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

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

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

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

Most sincerely,

PATRICIA STACKHOUSE

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

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

Submitted values are:

What does this comment regard: Town

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

==Please provide the following information==

Name: Gary J. Zelch

Email Address: gjzelch@charter.net

Address: 1 Old Upton Road

City: Grafton, MA

State: Massachusetts

Zip: 01519

Board of Selectmen
Town Administrator
732 Main Street
Harwich MA 02645



Katherine Brownell
7 Old Campground Road
Harwich Port MA 02646

August 15, 2021

I'm writing with comments on the Chloe's Path development being proposed. I am strongly opposed to it, for the following reasons.

- The traffic is already terrible in this area- I live off Gilbert Lane and cannot believe how bad the traffic has gotten on Sisson Road. The road can't support any more homes.
- The project is way too big for the site. I read about the wildlife and water impacts, and the fact that the developers never put the promised plan for box turtles in place. Terrible and just not a good fit.
- It's not actually affordable! The prices are NOT reasonable for working people and that's supposed to be the point.

I read about the town's interest in developing affordable housing at two other sites, including the Marceline property on Route 124. We need affordable housing badly and I agree that it's better to control it ourselves rather than giving a big handout to developers and not getting much in return, besides a traffic mess and further impacts to our water and wildlife.

I urge you to reject this proposal, in the true interests of our town.

Sincerely,

A handwritten signature in blue ink that reads "Katherine Brownell".

Katherine Brownell

From: **Marilyn Kavaleski** mimikavaleski@hotmail.com
Subject: **Chloe's Path Proposal**
Date: **August 18, 2021 at 11:40 PM**
To: <https://www.harwich-ma.gov/board-of-selectmen>



Town of Harwich
Board of Selectmen

We are writing to you today to voice our concerns with the current Chloe's Path proposal. Several years ago Mr. Donovan approach the Town of Harwich to build nine homes on this site. The Chief of Police at that time suggested nine homes would generate too much traffic and suggested it be scaled down to seven. We understand Mr. Donovan and company now want to construct two buildings with 48 units apiece for a total of 96 units. A development of this magnitude, in our opinion, would have a negative impact not only on Sisson Road, but all the surrounding streets as well. This would also effect the wildlife living there, the endangered species, the conservation land, and the wetlands just below the site. We recognize the need for affordable housing and are not against it, if Mr. Donovan were to stick to the agreement of seven homes. Thank you for your time and consideration towards our concerns.
William and Marilyn Kavaleski



From: patrick otton

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

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

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

August 6, 2021

Harwich Board of Selectmen

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

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

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

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

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

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

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

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

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

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

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

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

Thank you,

Patrick Otton
49 Kendrick Rd

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

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

To: Joe Powers

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

Hello jpowers,

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

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

Message:

July 26, 2021

To the Harwich Board of Selectmen,

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

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

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

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

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

Respectfully submitted,

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

25 January 2016
To the Harwich Planning Board

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

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

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

Respectfully submitted,

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

SISSON ROAD – CHLOE’S PATH ABUTTERS

July 21, 2021

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

RE: Chloe’s Path 40B Proposal

Dear Chairman MacAskill and Members of the Board,

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

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

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

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

SISSON ROAD – CHLOE’S PATH ABUTTERS

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

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

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

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

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

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

SISSON ROAD – CHLOE’S PATH ABUTTERS

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

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

Sincerely yours,

A handwritten signature in black ink, appearing to read "Peter Gori". The signature is stylized and somewhat cursive.

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

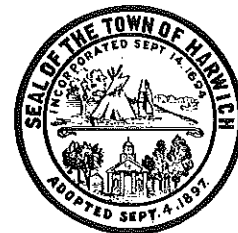
NEW BUSINESS

ANNUAL
COMMITTEE
PRESENTATIONS

OFFICE OF THE SELECTMEN

PHONE (508) 430-7513
FAX (508) 432-5039

732 MAIN STREET, HARWICH, MA 02645



TO: Board of Assessors, Real Estate and Open Spaces Committee, Recreation and Youth Commission, Water/Wastewater Commission, Waterways Committee

FROM: Board of Selectmen

DATE: October 12, 2021

RE: 2021 Annual Meeting with the Board of Selectmen - Reminder

Dear Chairman and Members:

In accordance with Harwich Home Rule Charter, Chapter 7, Section 2-3, each board, commission and committee shall meet annually with the Board of Selectmen for the purpose of discussing accomplishments and future plans.

Your committee is scheduled to meet with the Selectmen on **November 1, 2021**.

The Chairman of your committee is requested to be in attendance on the above date. The Vice Chair may attend in the absence of the Chairman.

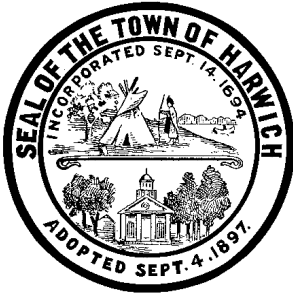
Please prepare a written summary of the following items:

- Brief Highlight of last year
- List of Committee Members
- Organization of Committee: Chair, Vice Chair, etc.
- Are members sworn in?
- Is your member's State Ethics testing up to date?
- Does your Committee charge need review/updating? If so, thoughts to what needs addressing.
- What does your Committee need: assistance/support, finding members
- Member attendance/absences
- Are you posting Agendas and Minutes?

These written summaries will need to be provided to the Town Administration office one (1) week before your meeting date. If you have specific items that you would like to speak in regards to, there will be a 3-5 minute discussion period during the meeting. The Board of Selectmen will read and review your report prior to your presentation, please plan to only review bullet points at your presentation. We look forward to meeting with you.

<http://www.mass.gov/ethics/>

**TOWN OF HARWICH
BOARD OF ASSESSORS
732 MAIN STREET
HARWICH, MA 02645
TEL: (508) 430-7503 FAX: (508) 430-7086**



To: Michael MacAskill, Chairman
Harwich Board of Selectmen

From: Board of Assessors,
Richard Waystack
Bruce Nightingale
Jay Kavanaugh

CC: Joseph Powers, Town Administrator
Donna Molino, Director of Assessing

Date: November 1, 2021

RE: Annual Meeting and Report, 2021

The Board of Assessor's, Richard Waystack, Bruce Nightingale and Jay Kavanaugh, in this annual report to the Board of Selectmen, continue to discharge our primary legal responsibility of assuring a fair assessment of all property in the Town of Harwich in a professional manner.

The Board remains true to its mission by remaining consistent, with exemplary attendance and focus on its regulatory role and in assisting the Department in creating and overseeing policies. Each member has been duly sworn in by the Town Clerk, Mrs. Doucette, and all have completed required ethics training. We are at full board capacity with three appointed members with staggered terms.

Our Mission, as the primary generator of Harwich's revenue, is part of the Town governmental system, but is regulated by the guidelines of the Massachusetts Department of Revenue (DOR).

The Assessors have five main responsibilities;

- * Assess all property (real and personal) within the Town at a fair and full valuation.
- * Set the tax rate
- * Process bills of residents for the motor vehicle, personal property and boat excise taxes
- * Prepare the valuation list of real estate and personal property
- * Hold hearings for purpose of abatements as prescribed by the Mass. DOR

An assessor is any person subject to the oath prescribed by General Laws Chapter 41, Section 29, to assess taxes or estimate the value of property for the purpose of taxation for the town. Assessors appointed are required to complete the basic course of training and pass the examination prepared by the Commissioner of Revenue within two years following appointment. The Board of Assessors are the only board required by the DOR to successfully complete courses and training.

The Town of Harwich is awaiting our state certification for growth and property values for FY 2022. This state mandated review has been done in a timely manner, with the competent assistance of our outside contractor, Paul S. Kapinos & Associates. Taxpayers will be able to view a list of updated valuations in person at the Assessor's Office, Community Center, Brooks Free Library, as well as online through the Assessor's website once available, normally in December.

It is our intention for tax bills to be sent out in a timely manner for the 21st consecutive year. This is our primary function and goal. Any delay in the distribution of tax bills can be costly to the Town in terms of lost revenue and interest.

The Board oversees and approves numerous programs which are available for our Seniors, Veterans, spouses of Veterans, sight impaired citizens and those who may need assistance in paying taxes because of age, infirmity or financial condition.

The Board administers several other programs available through exemptions and deferrals which are readily available to meet the needs of our community. In addition, we provide the criteria for assessing property in Harwich, the abatement process and timetables to file. A list for these programs is available online. A continuous goal is to make our community aware of all programs available to the taxpayers. The Board has continued its outreach in the community by partnering with the Council of Aging to promote the tax work-off program with volunteerism throughout Town Departments. Currently, there are opportunities for taxpayers to utilize the Senior Tax Work-Off provision where a taxpayer volunteers for the town under specific guidelines to lessen their tax burden. Requirements for this program mirror those of the Senior Exemption. We do allow an "Angel Volunteer Program" where friends or relatives of a qualifying Senior can complete the volunteer hours, and the applicant may obtain a tax credit of up to \$3,000. We are proud that the Board is proactive in seeking options for the Seniors of our community to extend if possible, residency in their homes.

The Tax Deferral Option is another reasonable option for seniors who have equity in their homes but are having difficulty in meeting tax obligations. The Deferral Option allows a Senior Taxpayer to defer any or all their annual tax liability. The deferral is at simple, non-compounded interest and can be paid back at any time. The application is simple and requires a deed rider to be filed at the Barnstable County Registry of Deeds. It does take first position, and as a result, must be bank approved if there is any mortgage, including a reverse mortgage on the property. Upon sale of the property, the Town is in first position to have any accrued taxes repaid. This can have a substantial impact on a taxpayer, and we encourage all who may have interest to inquire at the front desk of the Assessor's Office at Town Hall.

To address those in our community under the age of 60 who are facing hardship, economically or in terms of health, and who are struggling to pay their tax bills, legislation was filed allowing the Town of Harwich to amend the Hardship Exemption for taxpayers under the age of 60, as a local option or as a home rule petition. Currently, only those over the age of 60 qualify. Our Chair provided written testimony to the House at hearing held in July of this year. Final outcome of that bill remains unclear.

For those taxpayers who wish to challenge their assessed value, abatement hearings will commence via an online platform during the month of February, thirty days after mailing of the third tax bill. This is the only time of year that assessed values may be challenged. **We would encourage all those who travel during the winter months to pay close attention to their third billing, as the new valuations will be available for the first time. The Board of Assessors must abide by State statute which requires the Board to act upon abatement application within three months.** We will complete this task on time and cannot extend this period due to late filings. Abatement applications will be accepted at the Assessor's Office between January 1, 2022 and February 1, 2022. The 'Application for Abatement' will be available on the Town of Harwich website as of January 1 and may be filed with the Harwich Board of

Assessors **after** January 1, 2022 but must be postmarked no later than February 1, 2022 in order to be considered as timely filed. No late file applications will be considered.

Property Record Cards (PRC) and Town Assessments and Assessor's maps continue to be available on the Town Web site. This technology update has been a direct goal of the Assessors and allows greater productivity for our staff while allowing greater access for our public records. The field appraiser position and function is now outsourced for better efficiency.

The Board of Assessors normal meets monthly, Monday's at 5:30 in the Assessor's Office. During this past year of Covid, we met via the online platform provided by the town. Our posted meetings are open to the public, apart from Executive Sessions. All exemptions, deferrals and abatements are subject to Executive Session, following state and town protocols. During Abatement timeframe we increase our meetings to meet the demands of statutory requirements. Attendance at meetings is exemplary, and there are no vacancies currently. Member of the Board of Assessors are required to obtain state certification as a standard for service, and all members are duly certified at this time. As of September, we have resumed in person meetings at the Assessor's Office.

It is our honor and pleasure to assist the taxpayers of Harwich as we continue to meet our fiduciary responsibilities of civic service in carrying out our regulatory role. We thank the Board of Selectmen for their faith in our abilities to carry out our responsibilities.

Board of Assessors:

Selectmen Handbook:

No description listed

Charter:

Section 6. Board of Assessors

7-6-1 A board of assessors of 3 members shall be appointed by the board of selectmen for 3-year overlapping terms. One member, at least, shall be professionally qualified for the duties of the office.

7-6-2 The deputy assessor shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the board of assessors.

**REPORT OF THE
REAL ESTATE AND OPEN SPACE COMMITTEE**

November 1, 2021

This past year Real Estate and Open Space Committee has submitted a request for Community Preservation funds for the acquisition of property which would be of great benefit to the Town.

A Committee member has attended Harwich Affordable Housing Trust meetings as often as possible and will continue to work closely with the Trust in the effort to provide affordable housing in the Town of Harwich.

The Committee continues to evaluate and recommend properties to the Board of Selectmen as priorities for Conservation, Housing and Water quality protection. These properties include Town owned, tax lien and owners unknown. Properties brought before us by individuals interested in offering their property for purchase are also evaluated.

The Committee continues to review, evaluate and visit properties for the purpose of making informed recommendations to the Board of Selectmen.

Real Estate and Open Space Committee continues to have a productive relationship with the Water Department, the Harwich Affordable Housing Trust and the Conservation Commission.

We appreciate the continued support of Amy Usowski Conservation Agent, Jon Idman Town Planner and Director of Community Development and Michael Lach, Executive Director, Harwich Conservation Trust.

All members of the committee have been sworn in and are up to date with the State ethics.

Respectfully submitted by:

Elaine Shovlin, Chair

Katherine Green

Dave Callaghan

Marcie Smith

Carol Porter, Clerk

Margo Fenn

James Atkinson

Real Estate and Open Space Committee:

Selectmen Handbook:

No description listed

COMMITTEE ON REAL ESTATE AND OPEN SPACE

1997 ATM, ARTICLE 41. To see if the Town will vote to authorize the Board of Selectmen to appoint a Committee to be known as the Committee on Real Estate and Open Space for the purpose of studying and formulating a plan **for** the use, sale and acquisition of Town-owned land to be purchased and to act fully thereon.

Size and composition of committee:

7 members appointed for three-year staggered terms. The Town Planner will serve on an advisory capacity and a member of the Board of Selectmen will serve as liaison.

Charge of the Committee:

The Committee on Real Estate and Open Space is charged to:

- (1) Review the Harwich Master Plan with respect to land-related issues as they apply to future needs identified in the Plan.
- (2) Review and update currently existing inventories of town-owned land.
- (3) Survey the various town departments as to perceived future needs whether or not addressed in the Master Plan. These departments, including the Board of Selectmen, should be provided with the updated inventory and queried as to what, if any, currently-owned town property might be suitable for their purposes or what other properties they might feel the town should consider acquiring.
- (4) Identify those parcels of land either not currently owned by the town or otherwise held for preservation which might be of interest to the town for conservation, recreational, or other municipal purposes.
- (5) Identify those parcels of land currently owned by the Town which may be of no use or benefit to the Town and which might be suitable for sale in order to generate funds for the purpose of more desirable property.
- (6) Address such other land-related issues as may from time to time be identified and requested by the Board of Selectmen.

- (7) Periodically update the Board of Selectmen as to its findings and recommendations and in any event to submit a written report of its findings and recommendations to the Board not later than October ~ of each year in order to provide adequate time for consideration of possible articles for the upcoming Annual Town Meeting.
- (8) Maintain minutes of all meetings and file copies of those minutes in a timely fashion with the Town Clerk and the Board of Selectmen.
- (9) Observe the requirements of the Open Meeting Law, the Charter of the Town of Harwich, and Roberts Rules of Order in the conducts of its business.
- (10) Refrain from entering into any negotiations, contracts or other discussions or activities which might be perceived as a commitment or an obligation on the part of the Town without prior consultation with and an affirmative vote of the Board of Selectmen.

Summer 2021 Information

We had a very successful summer beach season with busy beaches and ponds. We were fully staffed at the beaches this year with 35 lifeguards, 6 gate guards, 2 beach supervisors, and 2 parking enforcement officer at the beaches this past summer. We were no longer required to have Covid personnel at the beaches for the 2021 season, but all beach staff were kept up to date on any pandemic requirements and the monitoring of the safety on the beaches and in the water. We were also able to restart our very popular summer programming including summer camp, swim lessons, basketball, archery and more. For these programs we employed 1 playground camp director, 6 camp counselors, 1 waterfront director, and 3 swim instructors. All staff was certified in Red Cross first aid and CPR and staff performed very well this summer.

SUMMER 2021

Daily Passes	3876	\$77,520	18% increase from 2020
Res. Season Stickers	7651	\$229,530	13% increase from 2020
One Week Stickers	880	\$57,200	15% increase from 2020
Two Week Stickers	143	\$17,875	42% increase from 2020
Non Res. Season Stickers	306	\$45,900	18% increase from 2020
Duplicate Stickers	94	\$470	34% increase from 2020
Parking Violations	400	\$20,300	29% decrease from 2020
Summer Swim Lessons		\$8,250	did not run last year (Covid)
Total--	\$457,045		15% increase from 2020

Our Parking Enforcement Officers also wrote 571 parking violation tickets for an estimated revenue of **\$28,550.**

Summer Programs

As previously stated, we had most of our summer youth programming back this summer including full day playground camp, shooting stars basketball clinic, swimming lessons, guard start, lifeguard training and archery. We also had a full adult program schedule with adult pickle ball (over 400 registrants), pickle ball lessons, walking club, and over 50 basketball league.

Fall/Winter/Spring Programming

We have gotten back to offering a semi-normal slate of programming for our Fall 2021 season which includes: Indoor Soccer Mondays, Flag Football Tuesdays, Wacky Wednesday after school program, Gym Game Thursday after school program, Fun Friday after school program, K12 Soccer Clinic, Fall Archery, and Field Hockey Clinic. We plan to have a full slate of Winter programming as well including all adult programming.

Recent Recreation Department Projects

- The Highway Department has completed replacing lifeguard stands at all Town of Harwich Beaches. The funding from this project was from the Community Preservation Committee.
- The Whitehouse Field Lighting Project has been completed to rave reviews during the Harwich Mariners Summer Season.
- The Whitehouse Field Scoreboard has also been installed and used for the Mariners Season.
- We are putting out an Invitation for Bids in the next two weeks for the Brooks Park Lighting Project and expect to have new fully functioning lights at the park by March 31, 2022 at the latest.

Upcoming Recreation Department Projects

- We have applied to the CPC for funding for the addition of 4 more pickle ball courts and the expansion of our half basketball court to a full court at Brooks Park. We are requesting funding in the amount of \$245,500 for the project.

Recreation and Youth Commission

Selectmen Handbook:

RECREATION AND YOUTH COMMISSION

The Recreation and Youth Commission for the Town of Harwich is a 7-member Commission whose primary responsibilities are setting policy and fees, as well as, the oversight of the Recreation and Youth Department Annual Budget. Oversight includes Town Parks, Fields, Beaches and Memorial Squares. Members of the Recreation and Youth Commission are appointed by the Harwich Board of Selectmen to 3-year terms.

Charter:

Section 10. Recreation and Youth Commission

7-10-1 A recreation and youth commission of 7 members shall be appointed by the board of selectmen for 3-year overlapping terms.

7-10-2 The commission shall develop and carry out programs designed to meet the opportunities, challenges and problems of youth in the town of Harwich. It shall be responsible for the development of comprehensive, year-round, indoor and outdoor recreation programs and policies including management of beach and pond activities and properties. These policies and programs shall be designed to meet the recreational needs of children, youth, adults and the elderly.

7-10-3 The policies adopted by the commission shall be administered by the director of youth and recreation who shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the commission.

2021 Board of Selectmen Report
Harwich Board of Water & Wastewater Commissioners

The Board of Water & Wastewater Commissioners respectfully submits the following Annual Report to the Board of Selectmen for 2021.

The Board of Water & Wastewater Commissioners

- The Board of Water & Wastewater Commissioners is comprised of a 5-member elected board responsible to the Town of Harwich for the administration, maintenance, and operation of the water and sewer system.
- The Board of Water & Wastewater Commissioners is responsible for the fiscal management of all department facilities, assets, capital projects, and land acquisitions.
- In-person meetings have resumed at the water department conference room located at 196 Chatham Road and generally held bi-weekly on Wednesday mornings at 11:00am. With the support of Channel 18, the water department conference room was equipped with recording equipment and videos of the Water & Wastewater Commissioners meetings are now available on YouTube.
- The Board consists of Chairman Gary Carreiro, Vice-Chairman Allin Thompson, Clerk Noreen Donahue, and Commissioners Judith Underwood and John Gough. All Board members have been sworn in and completed the required Massachusetts State Ethics Training and there are no attendance issues to report.

Accomplishments/Projects

- **Rules, Regulations and Rates**— This past year the Board worked diligently to update the departments rules, regulations, and rates. The Board conducted several public hearings and was able to successfully update the Water Rules & Regulations, adopt new Sewer Use Regulations, and establish new water & sewer rates.
- **Pleasant Lake Storage Tank Upgrade** — Upgrades to the Pleasant Lake storage tank which included increasing the diameter of the tank fill pipe were completed in the late spring of this past year. In addition to the interior tank work completed by the contractor, water department staff also worked to upgrade the exterior yard piping saving the department around \$200,000.
- **Phase 2 Wastewater Collections System** — Construction of the Phase 2 collections system is now complete and recently authorized by MassDEP to accept flow. This reflects a major accomplishment in our efforts to restore the embayments and estuaries in Harwich.
- **Water System Improvement Projects** - The department is currently in the early stages of 2 water system improvement projects, design of the Route 28 watermain replacement and new source well exploration in North Harwich.
- **2021 Public Water Suppliers Award**- The Harwich Water Department was the recipient of the 2021 MassDEP Public Water System Awards.

2021 Board of Selectmen Report
Harwich Board of Water & Wastewater Commissioners

Message to Resident Water Customers

Pumpage and Consumption –So far in 2021 the department has pumped just over **720** million gallons of water. This is approximately **172** million gallons less than this time last year. Due to considerable drought conditions and low groundwater levels the Board implemented odd/even watering restrictions at their last meeting in April. The drought declaration for Cape Cod was recently lifted, however groundwater levels remain 1’ lower than last year. We ask you conserve water whenever possible and help protect the health of our water supply. Our website, Harwichwater.com contains many resources on water protection, conservation, and most up to date information on water restrictions.

Service Tight Protection Plan – The Department offers a water service plan, which provides coverage for the repair and/or replacement of your old water service connection from the property line to your shut off valve in the basement.

Seasonal Properties – The Department provides seasonal turn on and turn off services. The Board highly encourages seasonal winterization measures to ensure the safety of their water lines and water meter.

Irrigation Use – The Board can’t express enough to our customers that conservation be considered when using irrigation. Customers should be familiar with the meter location and know how to read the meter. This is an important measure to monitor water consumption, which also provides an opportunity to catch a water leak and make repairs to avoid a high water bill.

Conclusion

The Board of Water Commissioners would like to thank the Water Department staff for their teamwork and dedication to the Department and the Boards, Committees, Town Administration and Town Departments for their continued support and service to the Water Department.

Board of Water & Wastewater Commissioners

Gary Carreiro, Chairman

Allin Thompson, Vice Chairman

Noreen Donahue, Clerk

Judith Underwood, Commissioner

John Gough, Commissioner

Water/Wastewater Commission:

Selectmen Handbook:

No description listed

Charter:

*Amendment listed below from Annual Town Meeting May 6, 2019

***TOWN OF HARWICH**
ANNUAL TOWN MEETING
MAY 6, 2019

M.G.L./CHARTER /BY-LAW AMENDMENTS

AMEND THE TOWN OF HARWICH - CHARTER TO THE WATER COMMISSION TO
WATER/WASTEWATER COMMISSION

ARTICLE 35: To see if the Town will vote pursuant to M.G.L. c.43B, §10 to amend Chapters 6 and 10 of the Town Charter, which amendment will be subject to approval by the voters at the 2020 Annual Town Election, as set forth below, with strikethrough text to be deleted and bold text to be inserted:

1. Amend Chapter 6, subsection 6-1-1, General Provisions, as follows:

6-1-1 The officers and town agencies to be elected by vote of the town shall be: a moderator, a town clerk, a board of selectmen as provided in chapter 3, members of the Monomoy regional school district committee, a water **and wastewater** commission, a board of library trustees, and a housing authority.

2. Amend Chapter 6, Section 6, Water Commission, as follows:

Section 6. Water **and Wastewater** Commission

6-6-1 A water **and wastewater** commission of ~~3~~ **5** members shall be elected for 3-year overlapping terms.

6-6-2 The water **and wastewater** commission shall possess and exercise all powers given to ~~this~~ **the board of water commissioners** under chapter 165 of the acts of 1935, **and boards of sewer commissioners under chapter 83 of the General Laws. The water and wastewater commission shall be responsible for the administration, maintenance and operation of the water and sewer systems and facilities.**

6-6-3 The **water and wastewater** commission shall appoint a water **and wastewater** superintendent, and shall ~~request this officer to cooperate with, and be responsive to, requests from~~ **who shall work cooperatively with the town administrator.** ~~the town administrator's office.~~

6-6-4 Notwithstanding any other provision of this section to the contrary, the board of selectmen shall be responsible for the design and construction of the

town sewer systems and for implementation of the comprehensive wastewater management plan.

3. Amend Chapter 10, Additional Provisions, by inserting the following new section:

Section 4. Water and Wastewater Commission Transition

10-4-1 The vote of the May 6, 2019 Annual Town Meeting to amend Section 6 of the Town Charter shall take effect upon approval by the voters at the 2020 Annual Town Election (“amendment”).

10-4-2 As of the effective date of the amendment, the water commission shall have the additional powers, duties and responsibilities of a sewer commission under the general laws, except as otherwise specified in the amendment. No contracts or liabilities in force on the effective date of the amendment shall be affected by the expansion of the powers and duties of the water commission, and the newly established water and wastewater commission shall in all respects be the lawful successor of the water commission. All records, property and equipment whatsoever of the water commission shall be assigned to the water and wastewater commission, and any appropriation for the operations of such water commission and water system, and for the sewer system, shall be available for expenditure by the water and wastewater commission consistent with the purposes for which such funds were appropriated.

10-4-3 Any incumbent elected water commissioner shall serve as a member of the water and wastewater commission for a period equivalent to the remainder of their elected term, and shall be entitled to have the words “candidate for re-election” appear next to their name on the ballot if they choose to run for election to the water and wastewater commission while serving in that capacity. At the first annual town election held after the effective date of this Charter amendment, two additional offices of water and wastewater commissioner shall be included on the election warrant, one for a two-year term and one for a three-year term; provided, however, that until said election, the water and wastewater commission shall be deemed to consist of three members.

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

THE FINANCE COMMITTEE RECOMMENDS THIS ARTICLE BE ACCEPTED AND ADOPTED TO EXPAND THE WATER COMMISSION FROM A THREE MEMBER BOARD TO FIVE MEMBERS AND ADD THE WASTEWATER MANAGEMENT TO THAT BOARD. VOTE: YES-6, NO-0

MOTION: (Jon Chorey-Finance Committee) I move that this article be accepted and adopted as printed in the Warrant. Duly seconded

ACTION: This motion required a 2/3 majority to pass, it was a unanimous vote, so declared.

Waterways Committee Annual Report for 2021

Waterways Committee is at full membership and monthly meetings are well attended. Virtual monthly meetings were held during the pandemic, but since July 2021 in-person meetings have been held.

Operations: The Harbormaster Department has responded to a total of 42 maritime assistance cases to date in 2021, a combination of disabled boat tows, vessel groundings, boat dewatering, overdue vessels, recovery of persons in the water, and maritime pollution incidents. The Department also issued 5 Non-Criminal Waterway Violations and issued 130 parking tickets to date.

Dredging & Beach Nourishment:

Barnstable County Dredge completed dredging of Allen Harbor channel (10,913 cubic yards removed) and Saquatucker Harbor channel (12,919 cubic yards removed).

All dredged material was utilized for beach nourishment on public and private beaches: Grey Neck, Wah Wah Taysee, Neel Road and Red River public beaches received sand, and nine private waterfront homeowners purchased sand based upon an advertised public bid process; a total of \$128,984 was received from the sale of sand.

The Town was awarded a 2021 MA Executive Office of Housing and Economic Development grant totaling \$36,000 for the dredging of Allen Harbor in May 2022.

Revenue - The Harbormaster Department generated \$1,464,127 in harbor and waterways related revenues in fiscal year 2021; this is a \$103,236 increase from fiscal year 2020 revenues.

Projects:

Round Cove Boat Ramp – Replacement of the Round Cove boat ramp was completed by Robert B Our Co., Inc. Project included some much needed repairs to the adjacent concrete bulkheads. Total project cost was \$280,803.

Our Harbormaster, John Rendon, has worked closely with the Committee along with Natural Resource Director Heinz Proft, providing guidance at our meetings and providing their professional opinion on any projects, since they have first-hand knowledge, that are presented to the Committee for review, consideration and approval. The Committee works well in reviewing waterways issues that come before it. There is thoughtful discussion on all projects presented. The members are attentive and cordial to all who make presentations for projects that come under the jurisdiction of the Committee.

Waterways Committee
Report of November 1, 2021

Committee Members:

Daniel Casey
Kent Drushella
Daniel Hall, Vice Chairman
Larry Brutti
James Walpole
Joseph Johnson
Thomas Themistos, Chairman
Roger Peterson

To my knowledge all members have been sworn in and all but one has completed the Conflict of Interest Law.

We do not believe our committee charge needs review or updating.

We do not need assistance or support in finding members.

A record of attendees and absences is maintained and noted on the Minutes for each meeting.

Our Committee Agenda and Minutes are posted monthly.

Submitted by: Thomas H. Themistos, Chairman

Waterways Committee

Selectmen Handbook:

WATERWAYS COMMITTEE

The Harwich Waterways Committee consists of 7 members and 2 alternates that are appointed by the Board of Selectmen for 3-year overlapping terms and shall be an advisory committee for the BOS. The Committee shall be responsible for the development of regulations for all waterways, ramps, docks, piers, moorings and aquaculture as specified in the Harwich Harbor Management Plan.

Charter:

Section 14. Waterways Committee

7-14-1 A waterways committee of 7 members and 2 alternate members shall be appointed by the board of selectmen for 3-year overlapping terms and shall be advisory to that board.

7-14-2 The waterways committee shall be responsible for the development of regulations for all waterways including marine ramps, docks, piers, moorings, and aquaculture.

7-14-3 The harbormaster shall administer the policies adopted by the board of selectmen and shall be subject to the day-to-day supervision of the town administrator within the scope of the general policy and direction established by the waterways committee.

**Town of Harwich
Board of Selectmen Committee Vacancies
October 28, 2021**

Agricultural Commission (2 Full / 1 Alternate)	3
Capital Outlay Committee (Board of Selectmen Appointee)	1
Community Preservation Committee (Board of Selectmen Appointee)	1
Conservation Commission (1 Associate Member)	1
Council on Aging	1
Finance Committee	1
Forest Committee	3
Harwich Accessibility Rights Committee	3
Harwich Cultural Council	2
Harwich Utility and Climate Committee	3
Historic District/Historical Commission (1 Full Member - 5 Associate Members)	6
Planning Board (2 Alternate)	2
Recreation and Youth Commission	1
Voter Information Committee	1
Youth Services	2
Zoning Board of Appeals (1 Alternate)	1

Citizen's Committee Vacancy Forms are available on our website

MINUTES
SELECTMEN'S MEETING
GRIFFIN MEETING ROOM
Monday, February 10, 2020
6:30 P.M.

SELECTMEN PARTICIPATING: Larry Ballantine, Stephen Ford, Donald Howell, Michael MacAskill, Edward McManus.

ALSO PARTICIPATING: Interim Town Administrator Joseph Powers.

CALL TO ORDER

Mr. Ballantine opened the meeting at 6:30 pm, and called to order the Board of Selectmen. He explained he first called the meeting to order at 6:00 pm for an Executive Session, in which they discussed the which they discussed a strategy session in preparation for negotiations with non-union personnel and conducted collective bargaining sessions with their Fire Chief.

WEEKLY BRIEFING

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

Mr. Joseph Powers, Interim Town Administrator, said that the first update is from Phase 2, Contract 1, which is the work being done by Robert B Our. The one week look ahead for this week, February 10th, Mainline Sewer Crew # 1, will continue gravity sewer installation on Old Heritage Way, and then progress to Liberty Trail, and then on to Spence's Trace. Mainline Sewer Crew # 2 will be continuing installation on Route 137, which has extended work hours setting a deep sewer manhole, as well as installation of stubs on Continental Drive. Again, the work on Route 137 will necessitate detours.

For the two week look ahead, week of February 17th, the Mainline Sewer Crew # 1, continues the gravity sewer installation on Spence's Trace. Mainline Sewer Crew # 2 is remaining on Route 137, and also working on installation and Johanna's Path. The week of February 24th, Mainline Sewer Crew # 1 is to continue gravity sewer installation on Spence's Trace, then progressing to

Somerset Road, and Mainline Sewer Crew # 2 will be continuing their work on Route 137, and again will still necessitates detours.

B. Sewerage Work Improvement Phase 2 – Contract #2 – Construction Schedule

Mr. Powers said that for Phase 2 contract, which is the work being done by RJV, the one week look ahead, for February 10th, they continue to install sewer on Sou'West Drive, and their work is requiring road closure between Route 137 and Church Street. Mr. Powers aid that this will be the same for the next three weeks.

PUBLIC COMMENTS/ANNOUNCEMENTS

A. Mr. Kevin Considine, Deputy Chief Of Police, said that he was there to discuss item D on the Consent Agenda, the Harwich Polar Plunge for Special Olympics. He said that they have had a tremendous outpouring of support and the Law Enforcement Torch Run Polar Plunge will be March 14th, 11:00 am at Red River Beach. He said that he is thrilled to be the law enforcement representative on the Executive Board for the Special Olympics Massachusetts for the Torch Run, for Barnstable County.

Mr. Considine said that the Law Enforcement Torch Run is the largest public awareness vehicle and grassroots fundraiser for Special Olympics. As guardians of the flame, law enforcement members and Special Olympic Athletes carry the flame of hope into the opening ceremonies of State, Provincial, National, Regional, and World Games, bringing law enforcement in our communities together. He said that annually, more than 97,000 dedicated and compassionate law enforcement members carry this flame of hope, symbolizing courage in celebration of diversity, and uniting communities around the globe. The Law Enforcement Torch Run for Special Olympics engages law enforcement worldwide and they champion the acceptance and inclusion for people with intellectual disabilities, starting first with their own communities. Over the past years, the Torch Run has evolved and now encompasses a variety of fundraising platforms to include polar plunges, truck pulls, and much more. Since this inception in 1981, law enforcement has raised more than a half a billion dollars and changed a lot of attitudes. In Massachusetts, the latest numbers from 2018, they have approximately 1,000 officers participating in the Law Enforcement Torch Run Program, they have over 200 opportunities to attend for awareness, and

meddling of athletes, they have 150 departments in Massachusetts involved, they have annually 75 fundraising opportunities around the State. In 2018, Massachusetts law enforcement alone, raised \$682,000 for Special Olympics Massachusetts, and the best thing is all that money comes back to support local communities. He said that he appreciates their support and anticipation of this Polar Plunge and looks forward to seeing everybody there.

CONSENT AGENDA

- A. Vote to approve and sign the March 3, 2020 Presidential Primary Warrant
- B. Vote to approve the resignation of Taylor Mills from the Harwich Accessibility Rights Committee, effective immediately
- C. Vote to approve the resignation of Gabriella R. Parker Telecommunicator for the Harwich Police Department effective February 8, 2020
- D. Vote to approve the Massachusetts Special Olympics /Law Enforcement Torch Run Harwich Polar Plunge 2020 – March 14, 2020 – 9:00 AM – 1:00 PM – Red River Beach (East End)
- E. Vote New Hawkers & Peddlers License for Dancing Spoons A GoGo Food Truck DBA Dancing Spoons Chef Services
- F. Vote – Seasonal Lodging House or Innholders License Renewal 2020 for Gingerbread House B & B
- G. Vote – Seasonal Common Victuallers License Renewal 2020 for A & W Enterprises, Inc. DBA A & W

Mr. Ford moved to approve items A - G listed above. Seconded by Mr. MacAskill.

Ms. Lisa Whalen, said that she just wanted to introduce herself and say hello. She said that she had Dancing Spoons on Parallel Street several years back, but has continued her business catering, and has recently purchased a food truck. The food truck will be at the Tech School during construction and would also like to participate at the Cranberry Festival and other activities in Town.

Mr. MacAskill said that he would like to thank Taylor Mills and Gabriella Parker, for their service to the Town.

All in favor, motion carried by unanimous vote.

PUBLIC HEARINGS/PRESENTATIONS

A. Interim Town Administrator presentation of FY2021 draft budget and budget message

Mr. Ballantine said that they are joined by the Finance committee and turned it over to Mr. Powers for his report.

Mr. Powers said that he would like to begin his remarks with thanks and gratitude to the Finance Director, for the incredible work that she's done in a very short period of time to bring him up to speed on the budget process. He said that they will see in his memorandum that he relied heavily upon the Board's goals for 2020, as it relates to financial leadership and stability. He said that one of those objectives in there is increased transparency, and presentation, which is evidenced by the work that Ms. Coppola has produced. He said that it is remarkable work and it absolutely supports the overall objective of promoting transparency, increased information, presentation, and all of that. He said that he is very excited about the document itself, and the way it is laid out.

Mr. Ballantine asked if this will all be on the website?

Mr. Powers said that they will update the documents on the website as the process goes. He said that it was a difficult budget and there is no way to sugarcoat it. He said that he gave the directive to the Department Heads to be able to recommend cuts, knowing that they are always mindful of their core mission of their departments and their programs. He said that he also asked them to help provide narratives, which will be compiled and presented to the Board, and the Finance Committee, in a separate document. Mr. Powers said that their narratives are critical to understand what this budget will do, and he said that it was helpful for him to make informed decisions. He thinks that it will also be helpful for the Board of Selectmen, and the Finance Committee, to make informed decisions. Mr. Powers said, to put it out there, he did fall short on one of his goals, which was to meet with every Department Head prior to this public presentation. He said he will still follow up with them, but he wanted to acknowledge that he fell short of that goal.

Mr. Powers said that what they are presented with this evening, is a budget that is balanced, despite the fact that they had the headwinds of approximately

a \$1.8 million deficit. He said that while this budget is presented to them as balanced, it's not one that he offers with any happiness or joy, because of the effects of what they will see within the budget. As he mentioned, he said that he did focus on the Board's goals for 2020, specifically goal number two which talks about financial leadership and stability. He focused on three of the key objectives; the first, was the objective to develop a budget which limits growth and operating expenses to no more than 2% and, manages debt payments as much as possible, to maintain level debt service obligations. The second objective is to develop a debt budget which avoids the use of capital exclusions, limits the use of debt exclusions, and is within the limits of proposition 2 ½, without the need for a general override. He said, finally, to develop new approaches to factually inform potential impacts resulting from budget decisions and provide transparency in town finances. Mr. Powers said that is where he thinks their Finance Director has made tremendous strides in that goal and objectives.

He said that the negative influences that impacted their budget process this year, was obviously salary and wage increases that have been approved and granted over time, and beyond that there are greater than 2% increases in their various assessments for property and liability insurance. He said as they have heard many times throughout the Fall, and early Winter, there is significant pressure around the Municipal Solid Waste Program and the process, not just here, but across the Commonwealth. Mr. Powers said related to all of that, he is using this opportunity to announce that effective immediately, and until further notice, there is presently a hiring freeze for any positions that were not advertised as of February 6, 2020. He said that is due to the impacts of the FY21 budget, and as they go through this process, he did not think it made sense to advertise what is not yet advertised. He said that for the short term, for the time being, they are going to hold off on filling positions. However, he said that he made reference to any position that was not advertised as of February 6th, which is the last day to get advertisements into the Chronicle. There is a position at the Cultural Center, and that that position is not impacted by this hiring freeze, because that process was well underway before the budget process.

Mr. Powers said that some of the positive offsets that they had, which helped with this budget, for the second year in a row there were no increases in the employee health, dental, and vision, plans and the reduction in the Cape Cod Tech assessment also gave them some breathing room. Within the budget message you will see that there are several departments that were impacted

greatly by budget reductions, and they are Public Works, Building Department, Cemetery Conservation, Council on Aging, Health, Information Technologies, and Youth Services. He said that there were also cuts made to Police and Fire, but as they will read in the budget material their budgets did not get down to the 2% level. He said that it was essentially a judgment call to make sure that they still have adequate Public Safety representation through this process. Additionally, in line with objective B, and their goals, there are only two debt exclusions that are being recommended to go forward. First, is related to the pumper ladder truck, known as the Quint, for the Fire Department, and the other is in support of the road maintenance plan. He said that means he is recommending that they hold off for the May 2020 Annual Town Meeting, and election cycle, on the establishment of a Phase II, contract three, to complete the East Harwich work, related to the comprehensive wastewater management plan. He also recommended holding off on doing a vote in a debt exclusion, related to the DHY design money.

Mr. Powers said that he is working with staff, and they need to do more work to get them in a more successful position to have those questions prevail. He said that he has been working with the Town Clerk, and arrangements have been made, included in the budget, to support a special Town Meeting and special town election, if they determine that to be feasible for some time late September, or early October. That is the essence of the budget message, which is in front of them, with an operating budget of \$69,335,217, which is an increase of 0.33%.

Mr. Powers said to achieve their goal, of no more than 2%, it was necessary to effect budget reductions at a greater level and pace. So, again, he said, while he is not happy or pleased with the budget, he is gratified to be able to say that the Board and the Finance Committee are being presented with a balanced budget for consideration. He said, lastly, as he is working on the schedule for the presentation on March 7th, he will be making sure that the departments impacted will have ample time to plead their case and have the opportunity to be heard specifically about the effects on their budget.

Mr. Ballantine said that is a start, and asked if he would be going through the document, to hit the high points, or should they review it and come back?

Ms. Coppola asked if they would like for her to review the document with them, briefly?

Mr. Ballantine said to remind people, as Mr. Powers inferred, this is the first draft, and so we'll have multiple meetings going forward on working this through. He said that Mr. Powers has given them a lot of homework and said that as a Board, they put pressure on the Town Administrator to really tighten up the budget. He asked if Ms. Coppola could give some of the high points and then they will do their homework.

Ms. Coppola said that they will find that the document before them is very different than what they have seen before. She said that it is a new budget model, that she borrowed from Barnstable. She said that she had spoken to some folks in Barnstable and found that this is really a more concise way to review the budget. For example, she said to turn to page 2, which provides an overview of all of the general fund revenue that is estimated for FY21, what is estimated for FY20, and then the actual revenue that the town received in FY19. She said that it is a concise version of what their levy limit is, how it's calculated, and in addition to the other categories of revenue, such as, motor vehicle and boat excise tax, and hotel-motel and meals tax. Ms. Coppola said that they did use the short term rental to balance this budget, but there is no proposed increase from the 4% to the 6%, that's allowed by law. She said that charges for services is another large category of revenue, and charges for services include; disposal fees, golf receipts, harbor receipts, recreation receipts, and ambulance fees. She explained that there are other categories that are listed as special funds, and these funds help support their budget. They have betterments, which are that you collect betterments, which is money the town has borrowed and the general obligation debt and then they assess those betterments to individual property owners. Those go to pay for the debt, on those betterments. She said that then they have Saquatucket Harbor and Cranberry Valley Golf Course, where it was a decision that was made at previous town meetings that the receipts from those particular categories would help offset the general obligation debt that the Town has taken on. Also, they have the Enterprise Funds and they calculate an indirect cost for the enterprise funds on an annual basis. She said that it covers administrator cost, treasurer and collector's cost, the finance department, as well as their health insurance, property tax, workers comp, and they gather those and calculate them on an annual basis. They provide the information to the department, have a discussion about how they are calculated and then come to a final number, and that is included here as a revenue source, as well as, free cash. She said that free cash is being used this year, and they have taken a completely different approach, which should be on their mind. Also, they are looking at a different approach for snow and ice. She said that they

would like to be able to come to Town Meeting with budget amendments to be able to fund the overage for snow and ice this year instead of using free cash. She said that it is a different approach, which if they do not agree with it, they can change it. For FY21, they are proposing that free cash would go to support sewer operating costs, which are coming online or expect those to come online in the beginning of the second quarter of FY21. She said that the detail of that information is in this document as well. She said that they are supporting the purchase of a cruiser for the Police Department with free cash, and that will be a one-time expense. Then, some capital expenses associated with engineering for MS4 requirements from the State, and in addition to that, she believed \$35,000 in technology equipment.

Ms. Coppola said that this is just a general overview of all of the revenue sources and she detailed many of them in narrative form. She said that she also gave them some charts and information on special revenue funds and what it is being used for is also provided. She said that they also have twelve revolving funds in the Town, and she provided information for each one of those, in addition to all of the reserves that the Town has historically had. She said that she also gave them a history from FY10 to FY20, and that included free cash stabilization and the OPED fund. She said that the document is very different and asked the Board to turn to page 14. She said that if they look at Public Safety, including Fire and Police, it serves to provide all of their revenue sources, and all of their expenditure categories, whether its personnel, operating expenses, or capital. She explained that she provided them with employee benefit allocations, so that's an all-in allocation for benefits and each one of the departments that she analyzed, she provided that same information. There is also a line item which shows debt service for each department, and each department that has debt service associated with them. She said that as they go down to the bottom line, where it says total expenditures including benefits and debt service, you'll see a \$13.8 million figure, whereas the budget for Public Safety all-in for a personnel operating cost in capital is \$9.6 million. When they move on to areas that have been in question, she provided this for all department, which includes their large revenue generating departments, which is Golf and Recreation, and others.

Ms. Coppola said that she laid out information with regard to FTE's (full-time equivalent employees), and provided that in total. She said that she provided it by department as well, and then if the department had an org chart, she gave that to them. She said that the document is really set to provide them with an overview and they certainly have all the details, and they can provide them

with the details, but for starters, she thought they might like this format. She said that if they are curious about allocations, they can look at page 60, which supports all of the summaries and has all of the expense allocations, which range from department operations to employee benefits, and then all of their services, such as debt services, and education expenses. She said that it comes down to a grand total, that is also an agreement with their general fund summary, which is a good thing. The next page shows revenue source taxes to be raised and support each department, and these are all in allocations, and include all of the benefits that are associated with each department.

Ms. Coppola said that they are not perfect on their allocations, but they are just starting this process and it is going to take them a little time to perfect it. She said that she anticipates over the next couple of years, that they will be honing in on all those allocations, to just make sure they're absolutely perfect. Some of the areas where she had to make a judgment call, she allocated where the costs were going to be allocated based on FTEs, which isn't always great when you have a lot of seasonal folks, because they don't have a lot of benefits. She said that in some areas she did have to allocate it based on that because that was the best information that she had.

She said that the last section of the document supports a statistical summary of information, which is the statistical summary. She said that is their Comprehensive Annual Financial Report, and that is located online for FY19. She said that they have actuary that works with them for OPEB, and other post-employment benefit valuations. She asked them this year to separate all of those annual required contributions, and she has that document if they would like to see it. However, for this document, the town is proposing \$150,000 to support OPEB for FY21, and the OPEB allocation that you see in those full-on allocations is based on that \$150,000. In addition, the Water Enterprise Fund Funds has an OPEB of \$50,000 a year, so that is in addition to the \$150,000. She said that she is happy to answer any questions that they may have now, or in the future, about this document. She said that it is certainly a different way to look at the budget.

Mr. Ford said that because this is the initial pass, he wanted to thank them for trying to adhere to what they said their goals were. He said that he thinks that the idea of this transparency, and the presentation style is going to be a lot better for the people of the town. He said that one thing they found out very clearly in their Town Meeting that was a great concern, was the lack of people's ability to truly understand where they are headed as a town. Mr. Ford

said that there was a lot of fear that they were headed in a direction that was going to be very unfavorable to the taxpayers. While it still is a stressful situation, and each Department Head is going to have a tough time, trying to meet what Mr. Powers and Ms. Coppola are trying to do here, they certainly got a clear message from the people, who are the voters, that this is something that they need to do. He said that he looks forward to hearing from the Department Heads, but he thanked them for trying to answer what was out there as a question from the town, as to where we stand on the budget, and where we are headed as a town. He said that it is more of a thank for this, but also he is looking forward to discussing each of the departments in there, and how they can make this work for them.

Mr. MacAskill said that he really just wanted to mirror what Mr. Ford said and thank Mr. Powers and Ms. Coppola for all of their hard work. He also thanked all of the Department Heads for all the sacrifices they made, and sticking with the budget message.

Mr. McManus said from the brief look, it has a lot of information to consider and it raises a lot of questions on how or why they made certain allocations the way they did and they will discuss that.

Mr. Howell said that he is echoing what Mr. Ford said, and that this is really refreshing. He said that this translates from policy to numbers, and something that he has been interested in for a long time, which is aligning who owns what expenses, as opposed to just glomming them into a category that the government owns this. He said that this is really helpful, and it's really refreshing to actually get something that they asked for.

Mr. Ballantine said that he agrees with that, and it is a lot of information. He said that he was trying to get in his own mind, is interdepartmental expenses, so they can use that as a guide. He said that he knows that this is going to have to be a broad scope to make it work, and she will likely get buried in it, but they do need to have a feel for it, because when they use resources from one department to another, that is still a cost of that project. In the end, they are going to have a reasoned discussion going forward and that's like the next level. There is a lot of information and he really appreciates it.

Ms. Coppola said that she has another project that she is working on, that does allocate internal costs and OPEB, and there is one department that she will work closely with to make sure they have those allocations.

Mr. Ballantine asked if anyone from the Finance Committee had any questions?

Mr. Jack Brown, Chairman, Finance Committee, said that it is their responsibility to evaluate these budgets and to also digest the many articles that they will see at some point in the process. He said that it is important for them to understand, which has been demonstrated tonight, how much hard work it is to put a budget together. He said that the numbers look daunting, some are just common sense stuff that they need to fund, and other ones are long term costs. Mr. Brown said that they have to work through that together and they have meetings just about every night during the early Spring. He said for the public, they meet in this building nearly all of the time during the next few months and people can come in with discussion points and they can see what happens.

Mr. Angelo LaMantia, Finance Committee, said that he thought the presentation was very good and gives us a good basis to work from. He said that he just wants to make sure that they are going back and looking at all of the revenues to make sure that they are at a good level. Also, the other one which is important is to have a document for each department which shows what all of their income is and where the money is spent. Mr. LaMantia said that this is particularly important for departments that provide funds to activities, or other departments, like the DPW. He said that the DPW does activities for other departments and if you look at what they are spending, it is not for them, but for someone else. He said that it should be moved, and said that they are going in a great direction.

Ms. Linda Cebula asked when the document is going to be made available to the public. She said that she understands that this is a first pass and there will be iterations, but it seems like there is an awful lot of information to absorb and the public foots the bill.

Mr. Powers confirmed that it will be presented and available tomorrow on the website.

Mr. MacAskill said, just to point out, that they just got it at the meeting as well, and it was just finished at 5:30p today, so they have not absorbed anything yet either.

Mr. Cakounes said that he wanted to draw attention to the posting notice for today, which states that they will be handing out the document at today's meeting. He said that he understands that it was just finished at 5:30pm, and that they have not read it all yet, but some of them came there tonight specifically to get the handout. He said that he does not have a problem waiting until tomorrow when it's online, but he suggested that maybe in the future they reflect that in their posting, because any documents that they are reviewing in front of them today, even if they got them at the beginning of the meeting, the public can ask for a copy.

Mr. Ballantine said that his only defense is that they are not taking any action on it tonight, but Mr. Cakounes' point is taken. He said that as they go forward on this, and one important perspective, through the hard work of Ms. Coppola, is that they are looking at a baseline budget. He said that they asked for 2%, no capital, and they are going to have discussions on if they can hold to that. Mr. Ballantine said that is a whole different look than when they go in with an exaggerated budget, and after the fact try to lower the numbers, which always tends to be impossible to do. He said that they have really started this off in a good spot to have a good discussion, and they all appreciate that.

Mr. Jon Chorey, Finance Committee, said that it's a great start on the budget presentation. He said that he would like to ask a question, if it has not been thought of, on capital requests and the status of those capital requests, both in the operation department and in the warrant article capital request. He said that he would like to see a list of past articles that have been approved, their status of where they stand, as far as being fulfilled, and what's the plan going forward on capital requests that have been approved, but not spent or even out to bid yet.

Mr. Ballantine said that Mr. Powers and Mr. Ryder have been working on the status of those, because he is right they have fallen behind. He said that Mr. Powers provided an update last week on where all those articles are and where they stand. He said that he would refer to that document, which would probably answer a lot of his questions.

Mr. Chorey said that he realizes that they are in a bit of a transition, so he understands.

Mr. Howell said that Mr. Chorey is really onto something. He said that they have been discussing this, and it is not just that the project is not done, but

there is a vague feeling that if it has lapsed over one or more years, that there is an assumption by the time your roll into next Town Meeting, that the tax bill you are getting covers everything that you already agreed to. He said then moving forward you are taking on new debt. He said that Mr. Chorey is right, they need to be able to catch up to what they have accrued, as an obligation to do stuff, so that people don't get beguiled into believing that they are up, and even anything they do from now on is going to be an additional tax, or that they have already covered what they've borrowed because that's not the truth, and that hasn't been the truth for quite some time.

Mr. Ballantine said that it is a good point and that Ms. Coppola has been putting together structures to try and handle some of those questions.

Ms. Coppola said that those debt schedules are in the document.

NEW BUSINESS

- A. Vote to approve the request from the Harwich Cemetery Commission that the Island Pond Arboretum be named the James Marceline Arboretum at Island Pond

Ms. Robbin Kelley, Cemetery Administrator, said that the mission of the Island Pond Arboretum is to encourage, educate, and enrich lives, and enable residents to become better stewards of our local history and environment. She said that the Cemetery Commission has been working in collaboration with the Conservation Agent, Cape Cod Regional Technical High School horticultural students, Monomoy Regional Schools, Cape Cod Cooperative Extension birdwatchers, AmeriCorps of Cape Cod, and local historians, to create the Island Pond Arboretum.

Ms. Kelley said that the Arboretum will provide exceptional opportunities for teaching, research, and outreach, and will be a destination for learning across Cape Cod. The arboretum will cultivate residents, and students, who value our natural resources and who want to recognize the impact on the world around them. They will become better equipped with skills, knowledge, and abilities, to achieve in the fields of sustainability, conservation, and environmental science, hands-on outdoor learning experiences. She said that these real world opportunities for discovery excite and motivate our young students interested in 21st century careers in science, technology, reading,

engineering, arts and mathematics. The Arboretum will be hosting walking tours, scavenger hunts on trees, and honor prominent residents who are buried at Island Pond Cemetery. She said that this vision will leverage the town of Harwich's unique history with the environment and will inspire people to visit the property. Ms. Kelley said that for those that were lucky enough to know Mr. James Marceline, knows that he truly embodies all the elements of this project. The Cemetery Commission is recommending that the Arboretum be named; The James G Marceline Arboretum at Island Pond.

Mr. Leo Cakounes said that Mr. Marceline was a very good personal friend and he thinks that the action that is being asked of the Board today is a really good move and he hopes that they will support it. He said that this is not just a request coming from the Cemetery Commissioners, although they voted it, they had been approached by people like himself, and residents in town, to ask them to do this. Mr. Cakounes said that he dittoes everything that was said and he thinks it is an excellent project and it certainly stands for everything that his friend Jimmy stood for, with education, the environment, and maintaining the environment. He said that Mr. Marceline also loved their cemeteries and he was there on at least a weekly basis cleaning and taking care of his wife's plot, who was there before him. He said that he asks them to consider this and hopefully they can move forward. Mr. Cakounes said that he does not want to speak for the Cemetery Commissioners, but he believes the reason why they are asking, and want to move forward with it quickly, is because of the different grants and things that are going to be applied for. He said it is nice to have everything in place, as far as the naming, so that they can move forward and don't have to go back and change anything.

Mr. Howell said that this is terrific and that this is a proud day in the history of Harwich. He said that they should accept this and that Mr. Marceline was an amazing human being.

Mr. McManus moved that they approve the request from the Harwich Cemetery Commission that the Island Pond Arboretum be named the James Marceline Arboretum at Island Pond. Seconded by Mr. MacAskill.

All in favor, motion carried by unanimous vote.

Mr. McManus said, to add to Mr. Cakounes' comments about Mr. Marceline's care of the cemetery, he remembers him also taking care of the Veterans

Flagpole at Brook's Park, where he had planted flowers. He would show up every day with his watering can and make sure those flowers were kept up and honoring our Veterans.

Mr. Cakounes said that just wanted to respond and said that the memorial is for the Battle of the Bulge and that Mr. Marceline was a POW in the Battle of the Bulge. He said that they have people continuing his efforts and maintaining it. He thanked Mr. McManus for mentioning that.

B. Vote to designate Joseph F. Powers as temporary Town Administrator for a period not to exceed ninety (90) days

Mr. Howell moved to designate Joseph F. Powers as temporary Town Administrator for a period not to exceed ninety (90) days. Seconded by Mr. MacAskill. All in favor, motion carried by unanimous vote.

C. Discuss and possible vote to approve Board of Health recommendations:

- a. Increase the timeline for mandatory connection to the municipal sewer from one year to two years

Mr. Ballantine said that as a regulation, once the main sewer line is in place, people in that area are given one-year to connect to the sewer line. The motion on this is to extend that to two-years. He said that Chatham has done that, and the primary reason is because there is a lot of sewer going in between Harwich and Chatham. He said that the feeling from both of our towns, is that one year was too much of a rush to get the work done.

Mr. Howell said that he wanted to remind everybody, that they are acting as the sewer authority, for things that have not been built yet.

Mr. Ballantine agreed and said that once the lines are in the ground, and construction is done, they will then turn it over to the Wastewater Water Commission to handle.

Mr. Howell moved that they increase the timeline for mandatory connection to the municipal sewer from one year to two years and contingent upon legal counsel, or concurrence that the agreement affords for that. Seconded by Mr. MacAskill.

Mr. McManus said that he is happy to vote to approve both of these, but asked if they are in the jurisdiction of the Board of Health solely, and they are just sort of icing on the cake?

Mr. Ballantine said no, it is their responsibility, as Wastewater Commissioners. He said that the Board of Health made the recommendation to them, and they are the enforcement body to move ahead.

Mr. Howell said that there is concern over the budget presentation and he is thankful that this is a message that they are sending back to the public, that they are listening. He said also there is a lot of fear about what people are going to be pushed into and how quickly. He said it is important for them to vote this, so people understand that they hear them and going to give them as much time as they can, and they are also going to try and cut the cost.

All in favor, motion carried by unanimous vote.

- b. Include Registered Sanitarians as designers for sewer connections that have a proposed discharge of less than 2,000 gallons per day.

Mr. Ballantine said that this has been a detailed discussion about whether they will allow sanitary design ratio sanitariums to design the connection or a design engineer. He said that Chatham requires a design engineer. Mr. Ballantine said that he has spoken with the person in charge there and was told that they cannot be forced to use the design engineer, as long as they have comfort that the Board of Health will check the design. He said that he is looking now, if everyone is in agreement, is to move ahead with a condition to get a final reading from their legal team.

Mr. Ford said that the motivation behind this, is an opportunity to potentially save a lot of money for individuals.

Mr. Howell moved that they support the recommendation of the Board of Health to include registered sanitarians as designers for sewer connections that are proposed of discharge of less than 2,000 gallons

per day, assuming they get confirmation from legal counsel that is consistent with the IMA. Seconded by Mr. MacAskill.

Mr. Howell said that this is not only a lot cheaper than having an engineer, but in his view, there is no downside for Chatham. He said that there is not a single pipe that this would affect, that Chatham owns. The risk is to the Town of Harwich, and assuming there is not risk. He said that it is a question of trying to give a break to the homeowners who have to hook up to these lines, and there are a lot of sanitarians that are real professionals and know exactly what to do.

Mr. McManus said that is something he recommended for quite some time, and requiring an engineer in his mind just added an extra cost. He said that he is not entirely conversant with what the training of sanitarians are, but quite honestly the waste lines inside of a house are designed and installed by a plumber, and he does not see the need for a more expensive class of people, other than a plumber, to install.

All in favor, motion carried by unanimous vote.

D. Discussion and sign documents – Chapter 90 Project – Drainage Installation Various Locations

Mr. Lincoln Hooper, DPW Director, said that before them for consideration is the Chapter 90 Project, in the amount of \$165,500. He said that the work will be accomplished by Robert B Our Company, under the contract that the Board awarded last October.

Mr. MacAskill moved that they approve Chapter 90 Project – Drainage Installation at Various Locations, in the amount of \$165,500. Seconded by Mr. McManus. All in favor, motion carried by unanimous vote.

OLD BUSINESS

A. Updated Town Administrator Search Timeline

Mr. Ballantine said that the last timeline that he initially brought to them was rejected, which was a good rejection because it was too aggressive. He said that they will come back with a little more of a reasonable timeframe, which

he credits to Mr. Robert Lawton's expertise. He said that this is just informational right now.

B. Affordable Housing Trust Update – Don Howell

Mr. Howell said that when the Affordable Housing Trust reformed, he became the Chair, and this is just a baseline to look at where they are going and how quickly they had gone to places that they were not totally familiar with. He said that they decided to step back, and start over again organically and get people involved who should be involved.

He said that they have a consultant now, JM Goldson, that is coming in to do workshops, rather than just throwing designs against the wall to see if they stick. He said that as part of this process, they met with the Housing Committee this past Thursday, and that was taped and the consultants are looking at that. Mr. Howell said that they are looking to identify stakeholders and he is really looking to try and get outside of the box. They have already determined that the HJT would be a potential stakeholder, because of the projects they are looking at would be a mixed use project with them, remaining onsite and the housing being developed behind them. He said that the Harwich Center Initiative might be a stakeholder, because people will be walking around if they live in Town, and it might afford the possibility for more housing for workers. He said that all of the regulatory boards, because they feel like the Board of Health, ZBA, and the Planning Board, should have input because they have unique things that they have to deal with, with housing. Mr. Howell said that this goes back to an elemental statement from Bob Murray, that if you get the money and you start spending it on studies, and you don't do anything other than study, study, study, you never build anything, and nobody's going to move in anywhere. He said that at the very beginning they want to identify who's interested in this process and who they should call. There will be various workshops which will be broken down and all of the providers should be there as stakeholders. Mr. Howell asked that they try to get back to him, so that he can feed that information to the consultants, so that they could start. He said that he would suggest that the Board of Selectmen is also a stakeholder.

Mr. Howell said that they are meeting again on Thursday, and they are taking a tour of some of the affordable housing stock, with the consultants, to show them what they have been successful at.

TOWN ADMINISTRATOR'S REPORTS

A. Budget/Warrant Timeline FY 2021

Mr. Powers said that since the budget, and budget message, have been presented in accordance with the requirements of the Charter, the next two items this Friday, February 14th will be the deadline for article submissions. He said that the warrant closes at noontime. They will have a draft vetted this week by Council, so at their meeting next week, Tuesday, February 18th, they will have the first draft presentation of the Annual Town Meeting Warrant.

Mr. Powers said that he wanted to advise the Board that he signed a contract today relative to the cemetery, for repairs to memorial stones that were damaged over the summertime. He said that the dollar amount was under \$25,000, it was \$18,500, and he will present it to the Board in their packet next week.

SELECTMEN'S REPORT

Mr. Ford said that he wanted to say something, with members of the Finance Committee there, and looking into the camera to emphasize, that these folks are going to spend an enormous amount of time over the next several months pulling together the budget and getting prepared for Town Meeting. He said that he would emphasize to everyone, that they should recognize what these people do as volunteers. Mr. Ford said if people have concerns about the budget, and if they are going to speak at Town Meeting, they should come to at least a few of those meetings and try very hard to understand what these folks are trying to do. He said that they should be part of what is going on in Town, and not just an outsider. He said he wants to thank the committee for all of the work they have done.

Mr. Ballantine said that they need two more members on the finance committee.

ADJOURNMENT

Mr. MacAskill moved that they adjourn at 7:39 pm. Seconded by Mr. Howell. All in favor, motion carried by unanimous vote.

Respectfully submitted,

Lisa Schwab
Board Secretary

Part I ADMINISTRATION OF THE GOVERNMENT

Title IX TAXATION

Chapter COLLECTION OF LOCAL TAXES

60

Section 15 FEES OF COLLECTOR

Section 15. The following interest, charges and fees, and no other, when accrued, shall severally be added to the amount of the tax and collected as a part thereof:—

1. For interest, as provided by law;
2. For each written demand provided for by law, not more than \$30;
3. For preparing advertisement of sale or taking, \$10 for each parcel of real estate included in the advertisement and the necessary legal fees for search of title;
4. For advertisement of sale or taking in newspaper, the cost thereof;
5. For posting notices of sale or taking, \$5 for each parcel or real estate included in the notice;
6. For affidavit, \$10 for each parcel of land included therein;
7. For recording affidavit, the cost thereof;
8. For preparing deed or instrument of taking, \$10;
9. For the issuance and delivery of a warrant to an officer, \$10;
10. For notice by mail or other means to the delinquent that warrant to collect has been issued, \$12;
11. For exhibiting a warrant to collect or delivering a copy thereof to the delinquent or his representative or leaving it at his last and usual place of abode or of business, and without distraint or arrest, \$17.

12. For distraining goods of the delinquent, \$10 and the necessary cost thereof;

13. For the custody and safekeeping of the distrained goods of the delinquent, the cost thereof, for a period not exceeding seven days, together with the expense of parking, storage, labor and towing or teaming, and other necessary expenses;

14. For selling goods distrained, the cost thereof;

15. For arresting the body, the necessary costs of the arresting officer and the cost of the travel, at the rate of \$.30 per mile, from the office of the collector to the place where the arrest is made;

16. For custody of the body arrested, if payment of the delinquent tax is not made forthwith, \$10, and in addition thereto travel at the rate of \$.30 per mile from the place of arrest to the jail or, if payment is made before commitment to jail, for the distance from the place where the arrest is made to the place where payment is made;

17. For service of demand and notice under section fifty-three, if served in the manner required by law for the service of subpoenas on witnesses in civil cases, the cost thereof, but not more than \$40;

18. For the mailing of each written demand or notice by registered mail, the cost thereof.

19. For the recording of the instrument of taking under section 54, the cost thereof.

The collector shall account to the town treasurer for all interest, charges and fees collected by him; but the town shall reimburse or credit him for all expenses incurred by him hereunder, including all lawful charges and fees paid or credited by him for collecting taxes.

The collector may, in his discretion, waive such interest, charges and fees when the total amount thereof is \$15 or less.

Part I ADMINISTRATION OF THE GOVERNMENT

Title IX TAXATION

Chapter 60 COLLECTION OF LOCAL TAXES

Section MUNICIPALITIES; PAYMENT AGREEMENTS

62A

Section 62A. Municipalities may by bylaw or ordinance authorize payment agreements between the treasurer and persons entitled to redeem parcels in tax title. Such agreements shall be for a maximum term of no more than 5 years or such lesser period as the ordinance or bylaw may specify and may waive not more than 50 per cent of the interest that has accrued on the amount of the tax title account, subject to such lower limit as the ordinance or bylaw may specify. An ordinance or bylaw under this section shall provide for such agreements and waivers uniformly for classes of tax titles defined in the ordinance or bylaw.

Any such agreement must require a minimum payment at the inception of the agreement of 25 per cent of the amount needed to redeem the parcel. During the term of the agreement the treasurer may not bring an action to foreclose the tax title unless payments are not made in accordance with the schedule set out in the agreement or timely payments are not made on other amounts due to the municipality that are a lien on the same parcel.

Town of

Anita N. Doucette, MMC/CMMC
Town Clerk



Harwich

732 Main Street
Harwich, Massachusetts 02645
Tel. 508-430-7516

November 1, 2021

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

RE: Town of Harwich – 2020 RE-PRECINCTING

We, the undersigned, hereby certify that at a meeting held on November 1, 2021, the Board of Selectmen voted to accept as presented by the Town Clerk the 2020 Re-Precincting Plan for the Town of Harwich.

SIGNED:

Michael D. MacAskill, Chairman

Mary E. Anderson

Donald F. Howell

Larry G. Ballantine

Julie E. Kavanagh

True Copy Attest

Anita N. Doucette, MMC/CMMC
Town Clerk

Harwich Legal Boundary Descriptions

Harwich Precinct 1

All of that portion of Barnstable County bounded and described as follows: Beginning at the point of intersection of Main St and the Dennis/Harwich town line, and proceeding easterly along Main St to Lothrop Ave, and proceeding northerly along Lothrop Ave to Great Western Rd, and proceeding easterly along Great Western Rd to Main St, and proceeding easterly along Main St to Chatham Rd, and proceeding easterly along Chatham Rd to Long Rd, and proceeding westerly along Long Rd to Oliver Snow Rd, and proceeding southerly along Oliver Snow Rd to Gorham Rd, and proceeding southerly along Gorham Rd to Main St, and proceeding westerly along Main St to stream/river, and proceeding easterly along stream/river to shoreline, and proceeding southerly along shoreline to Atlantic, and proceeding westerly along Atlantic to the not defined/Harwich census county division/town line, and proceeding southerly along the not defined/Harwich census county division/town line to the Dennis/Harwich town line, and proceeding northerly along the Dennis/Harwich town line to the point of beginning.

Harwich Precinct 2

All of that portion of Barnstable County bounded and described as follows: Beginning at the point of intersection of Oak St and Main St, and proceeding northerly along Oak St to nonvisible boundary, and proceeding northerly along nonvisible boundary to Mid-Cape Hwy, and proceeding easterly along Mid-Cape Hwy to Brewster-Chatham Rd, and proceeding southerly along Brewster-Chatham Rd to the Chatham/Harwich town line, and proceeding westerly along the Chatham/Harwich town line to the not defined/Harwich census county division/town line, and proceeding southerly along the not defined/Harwich census county division/town line to Atlantic, and proceeding northerly along Atlantic to shoreline, and proceeding northerly along shoreline to stream/river, and proceeding westerly along stream/river to Main St, and proceeding easterly along Main St to Gorham Rd, and proceeding northerly along Gorham Rd to Oliver Snow Rd, and proceeding northerly along Oliver Snow Rd to Long Rd, and proceeding easterly along Long Rd to Chatham Rd, and proceeding westerly along Chatham Rd to Main St, and proceeding westerly along Main St to the point of beginning.

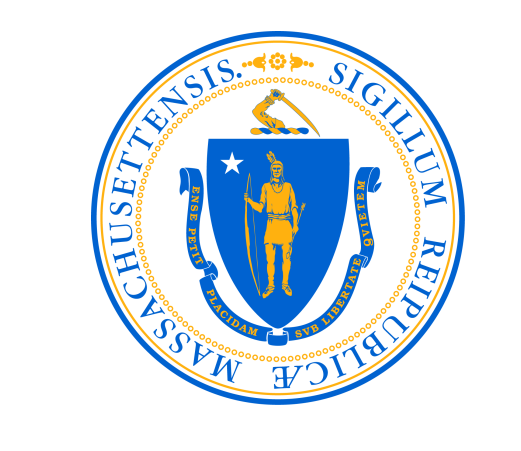
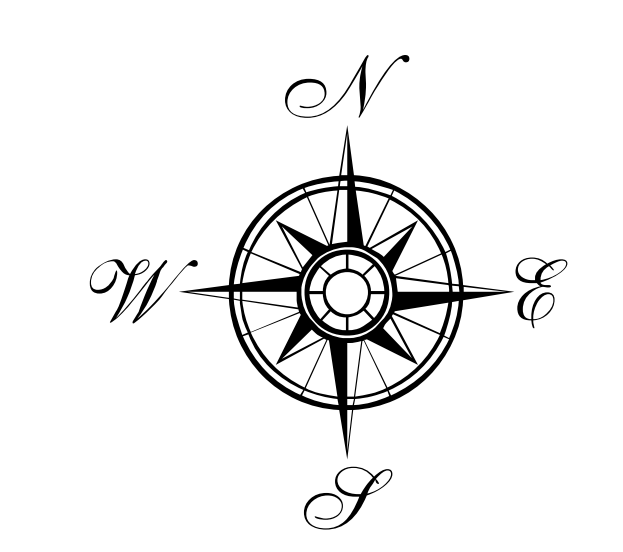
Harwich Precinct 3

All of that portion of Barnstable County bounded and described as follows: Beginning at the point of intersection of Birch Dr and Ve Trl, and proceeding northerly along Birch Dr to the Brewster/Harwich town line, and proceeding easterly along the Brewster/Harwich town line to the Orleans/Harwich town line, and proceeding southerly along the Orleans/Harwich town line to the Chatham/Harwich town line, and proceeding southerly along the Chatham/Harwich town line to Brewster-Chatham Rd, and proceeding northerly along Brewster-Chatham Rd to Mid-Cape Hwy, and proceeding westerly along Mid-Cape Hwy to Pleasant Lake Ave, and proceeding northerly along Pleasant Lake Ave to Headwaters Dr, and proceeding westerly along Headwaters Dr to Azalea Dr, and proceeding northerly along Azalea Dr to Ve Trl, and proceeding northerly along Ve Trl to the point of beginning.

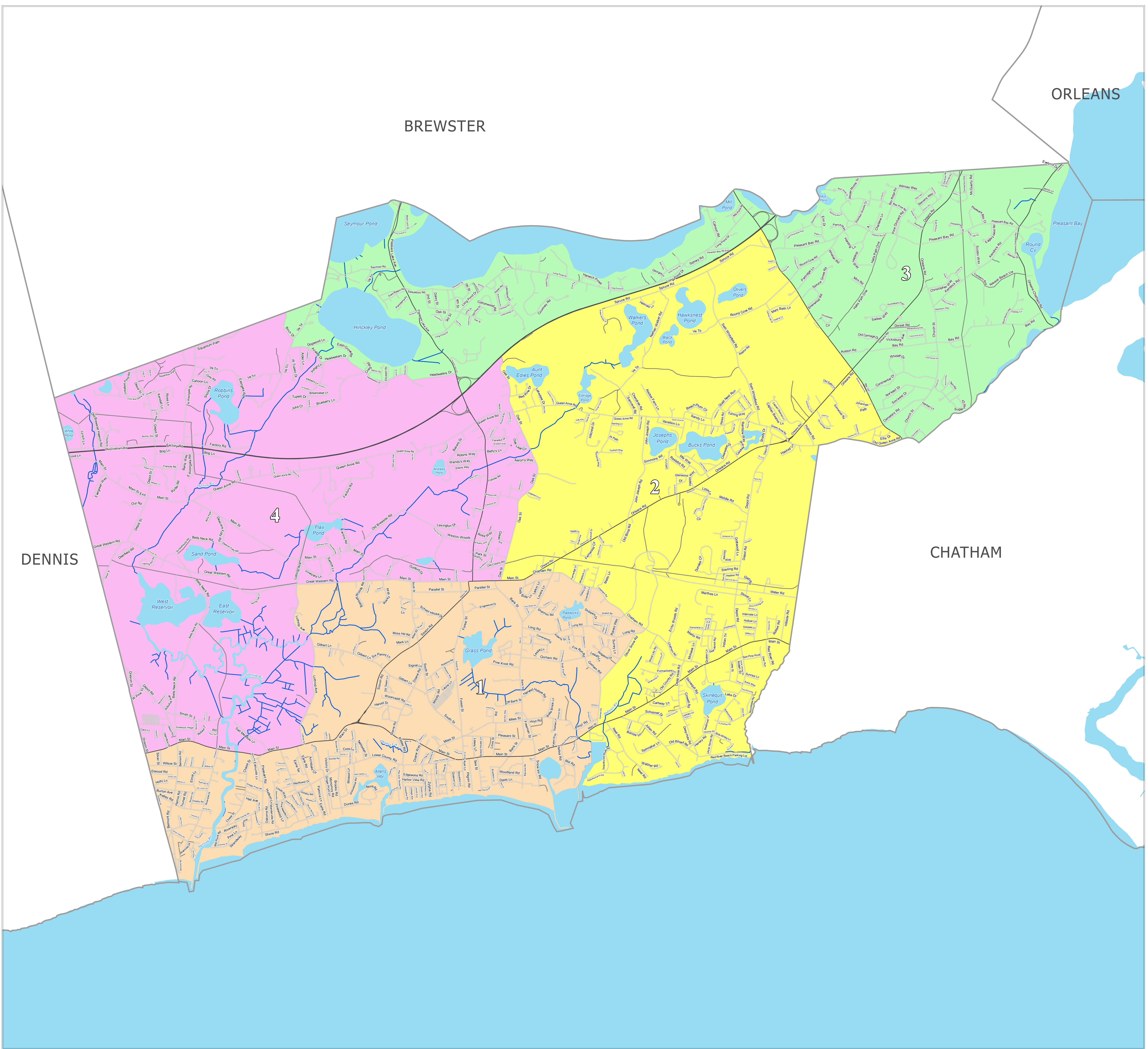
Harwich Precinct 4

All of that portion of Barnstable County bounded and described as follows: Beginning at the point of intersection of the Brewster/Harwich town line and the Dennis/Harwich town line, and proceeding easterly along the Brewster/Harwich town line to Birch Dr, and proceeding southerly along Birch Dr to Ve Trl, and proceeding southerly along Ve Trl to Azalea Dr, and proceeding easterly along Azalea Dr to Headwaters Dr, and proceeding northerly along Headwaters Dr to Pleasant Lake Ave, and proceeding southerly along Pleasant Lake Ave to Mid-Cape Hwy, and proceeding easterly along Mid-Cape Hwy to nonvisible boundary, and proceeding southerly along nonvisible boundary to Oak St, and proceeding southerly along Oak St to Main St, and proceeding westerly along Main St to Great Western Rd, and proceeding westerly along Great Western Rd to Lothrop Ave, and proceeding southerly along Lothrop Ave to Main St, and proceeding westerly along Main St to the Dennis/Harwich town line, and proceeding northerly along the Dennis/Harwich town line to the point of beginning.

Town of Harwich



Map Prepared for the Town of Harwich
 Courtesy of William F. Galvin, Census Liaison
 Secretary of the Commonwealth



2020 Population - - 13,440			
Minimum 5%	Target Population		Maximum 5%
3,192	3,360		3,528

Precinct Boundaries Harwich			
Precinct		2020 Population	Variance
1		3,478	3.51
2		3,233	-3.78
3		3,311	-1.46
4		3,418	1.73

Population is based on the official U.S. 2020 Census block-level data.
 Boundaries effective December 31, 2021

Legend	
	Municipal Boundary
Geographical Features	
	Major Road
	Local Road
	Railroad
	Other Municipal Features
	Streams, Rivers
	Coastal Water, Lakes, Ponds, Major Rivers



CONTRACTS



TOWN OF HARWICH

DEPARTMENT OF PUBLIC WORKS


273 Queen Anne Road • P.O. Box 1543 • Harwich, MA 02645

Telephone (508) 430-7555

Fax (508) 430-7598

MEMORANDUM

TO: Board of Selectmen

FROM: Lincoln S. Hooper, Director 

DATE: October 28, 2021

RE: Recommendation of Award for FY 22 Road Salt Contract

Attached please find the results of this year's regional salt bid conducted by the Town of Plymouth Procurement Division and a contract signed by Eastern Minerals. Based on this information, I am recommending that the Board of Selectmen award a contract to Eastern Minerals in the amount of \$69 per ton delivered to the Town of Harwich DPW. This new price represents an increase of \$19.37 per ton over last year's bid price of \$49.63.

Thank you for your time and consideration in this matter.

Attachments: Contract between Eastern Minerals and the Town
Salt bid results
Eastern Minerals Bid
Regional Salt Bid

PROCUREMENT CHECKLIST & APPROVAL FORM

STAFF LEAD: Lincoln Hooper DEPARTMENT: DPW

FUNDING SOURCE: Snow & Ice Public Works Supplies (Materials) 014232 553000

Appropriated amount: \$45,000.00 Estimated cost: \$138,000 Actual cost: _____

PROCUREMENT METHOD:

Town of Plymouth Regional Salt Bid Bid 22134 Issued on September 8, 2021

PURCHASE DESCRIPTION:

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

See attached contract between Eastern Minerals Inc. and the Town of Harwich dated November __, 2021. The difference between the appropriated amount and estimated cost is because Chapter 44, Section 31D, Snow and ice removal; emergency expenditures, allows Towns to deficit spend for this purpose.

PROCUREMENT MAY PROCEED ONLY IF SIGNATURES PROVIDED BELOW

Funds Available: Finance Director: _____ Account # _____

Approved to proceed: Town Administrator or Designee: _____

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and Eastern Minerals Inc., 134 Middle Street, Ste 210, Lowell, MA 01852, hereinafter referred to as "Contractor", effective as of the _____ day of November, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all supplies necessary to provide the Town with road salt, including the estimated quantity of supplies and bid price set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and supplies required hereunder commencing upon execution of the contract and through September 30, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract unit price of \$69.00 per ton for a not to exceed total sum of \$138,000. The Contractor shall submit monthly invoices to the Town for supplies rendered by electronic mail to DPWbilling@comcast.net, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

3. All attachments to the Agreement.
4. The Town of Plymouth, Procurement Division, Bid 22134, Regional Collective Bid for Snow and Ice Removal Products, Invitation for Bid, General Conditions and Technical Specifications, issued on September 8, 2021.

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law.
- 4) Property Coverage for materials and supplies being transported by the contractor.
- 5) Umbrella Liability of at least \$5,000,000/occurrence, \$5,000,000/aggregate. The Municipality should be named as an "Additional Insured".

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

04-2216467
Social Security Number or
Federal Identification Number

Eastern Minerals Inc.
Signature of Individual or
Corporate Name

By: Donna G. Capillo
Corporate Officer Donna G. Capillo
(if applicable) Assistant Corporate Secretary

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

CONTRACTOR Eastern Minerals Inc. TOWN OF HARWICH by its Board of
By Donna G. Capillo Selectmen Over \$50,000

Donna G. Capillo, Assistant Corporate
Printed Name and Title Secretary

Approved as to Availability of Funds: _____ by its Interim Town Administrator Up
to \$50,000
(\$138,000.00) Finance Director _____
Contract Sum Interim Town Administrator

Town of Plymouth - Regional Salt Bid Results									
Bid 22134									
September 23, 2021									
Road Salt (dollars and cents/ton)									
Towns	Est. Amt. (tons)	All States Construction, Inc.	Cargill	Eastern Minerals, Inc.	G. B. Sons Constructins Co., Inc.	Innovative Municipal Products (US), Inc.	Morton Salt, Inc.	Safe Road Services	Saltine Warrior, Inc.
Abington	3500	no bid	no bid	\$ 65.70	no bid	no bid	\$ 68.68	no bid	\$ 78.26
Barnstable	8000	no bid	no bid	\$ 67.90	no bid	no bid	\$ 67.90	no bid	\$ 79.32
Bourne	3500	no bid	no bid	\$ 65.90	no bid	no bid	\$ 65.33	no bid	\$ 76.98
Brewster	2000	no bid	no bid	\$ 69.90	no bid	no bid	\$ 69.76	no bid	\$ 80.91
Bridgewater	1000	no bid	no bid	\$ 64.90	no bid	no bid	\$ 65.36	no bid	\$ 76.24
Carver	-	no bid	no bid	\$ 66.10	no bid	no bid	no bid	no bid	\$ 76.24
Chatham	1000	no bid	no bid	\$ 69.90	no bid	no bid	\$ 75.98	no bid	\$ 81.33
Chilmark*									
DELIVERED	140	no bid	no bid	\$ 145.00	no bid	no bid	\$ 217.78	no bid	\$ 167.00
PICKED-UP		no bid	no bid	\$ 95.00	no bid	no bid	\$ 100.00	no bid	\$ 75.00
Cohasset	2000	no bid	no bid	\$ 65.50	no bid	no bid	\$ 59.64	no bid	\$ 80.06
Dennis	1000	no bid	no bid	\$ 69.50	no bid	no bid	\$ 69.08	no bid	\$ 80.06
Duxbury	4000	no bid	no bid	\$ 67.50	no bid	no bid	\$ 70.36	no bid	\$ 78.89
Eastham	-	no bid	no bid	\$ 70.50	no bid	no bid	no bid	no bid	\$ 83.67
Easton	3000	no bid	no bid	\$ 63.00	no bid	no bid	\$ 60.50	no bid	\$ 76.88
Edgartown*									
DELIVERED	200	no bid	no bid	\$ 145.00	no bid	no bid	\$ 217.78	no bid	\$ 167.00
PICKED-UP		no bid	no bid	\$ 95.00	no bid	no bid	\$ 100.00	no bid	\$ 75.00
Falmouth	6000	no bid	no bid	\$ 65.00	no bid	no bid	\$ 66.97	no bid	\$ 78.68
Halifax	2000	no bid	no bid	\$ 65.00	no bid	no bid	\$ 70.36	no bid	\$ 77.30
Harwich	2000	no bid	no bid	\$ 69.00	no bid	no bid	\$ 69.76	no bid	\$ 80.27
Hull	1010	no bid	no bid	\$ 69.00	no bid	no bid	\$ 60.50	no bid	\$ 79.74
Kingston	6000	no bid	no bid	\$ 65.00	no bid	no bid	\$ 63.05	no bid	\$ 78.05
Lakeville	3000	no bid	no bid	\$ 63.90	no bid	no bid	\$ 64.72	no bid	\$ 75.92
Marion	350	no bid	no bid	\$ 65.50	no bid	no bid	\$ 69.20	no bid	\$ 75.81
Marshfield	4000	no bid	no bid	\$ 65.90	no bid	no bid	\$ 60.50	no bid	\$ 78.68
Mashpee	2500	no bid	no bid	\$ 67.00	no bid	no bid	\$ 67.40	no bid	\$ 79.00
Mattapoisett	600	no bid	no bid	\$ 67.00	no bid	no bid	\$ 72.67	no bid	\$ 75.61
Middleborough	4000	no bid	no bid	\$ 64.50	no bid	no bid	\$ 64.72	no bid	\$ 76.35
Oak Bluffs*									
DELIVERED	400	no bid	no bid	\$ 145.00	no bid	no bid	\$ 217.78	no bid	\$ 167.00
PICKED-UP		no bid	no bid	\$ 95.00	no bid	no bid	\$ 100.00	no bid	\$ 75.00
Orleans	800	no bid	no bid	\$ 69.90	no bid	no bid	\$ 71.50	no bid	\$ 81.12
Pembroke	7000	no bid	no bid	\$ 66.20	no bid	no bid	\$ 60.50	no bid	\$ 78.79
Plymouth	7000	no bid	no bid	\$ 65.50	no bid	no bid	\$ 69.72	no bid	\$ 80.48
Plympton	800	no bid	no bid	\$ 65.90	no bid	no bid	\$ 65.05	no bid	\$ 78.36
Provincetown	1200	no bid	no bid	\$ 74.50	no bid	no bid	\$ 75.41	no bid	\$ 85.05
Rochester	1500	no bid	no bid	\$ 63.90	no bid	no bid	\$ 66.33	no bid	\$ 76.14
Rockland	2500	no bid	no bid	\$ 65.00	no bid	no bid	\$ 60.64	no bid	\$ 78.26
Sandwich	5000	no bid	no bid	\$ 67.00	no bid	no bid	\$ 73.06	no bid	\$ 78.15
Truro	150	no bid	no bid	\$ 74.00	no bid	no bid	\$ 78.18	no bid	\$ 83.67
Wareham	3000	no bid	no bid	\$ 64.90	no bid	no bid	\$ 66.33	no bid	\$ 76.24
Wellfleet	600	no bid	no bid	\$ 73.50	no bid	no bid	\$ 74.32	no bid	\$ 83.03
Whitman	2500	no bid	no bid	\$ 65.90	no bid	no bid	\$ 59.64	no bid	\$ 77.73
Yarmouth	950	no bid	no bid	\$ 69.00	no bid	no bid	\$ 69.04	no bid	\$ 79.85

ROAD SALT

BIDDER Eastern Minerals Inc.

134 Middle Street, Ste 210

Lowell, MA 01852

COUNTY Middlesex

STATE OF INCORPORATION MA

PHONE 978-458-6420

E-MAIL info@easternminerals.com



AUTHORIZED SIGNATURE

Donna G. Capllo, Assistant Corp Secretary

Printed Name and Title

September 17, 2021

Date Offered

TAX I.D.# 04-2216467

**TOWN OF PLYMOUTH
PROCUREMENT DIVISION
26 COURT STREET
PLYMOUTH, MASSACHUSETTS 02360**

BID 22134

REGIONAL COOPERATIVE BID FOR SNOW AND ICE REMOVAL PRODUCTS

Issued: September 8, 2021
Due: September 23, 2021, at 11:00 A.M.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
Invitation For Bid	3
Contract Period	3
Rule for Award	3
Bid Surety	3
Liquidated Damages.....	3
Pre-Bid Conference	3
MA Highway Pre-Qualification	3
DCAM Certification	3
Prevailing Wage Rates	3
Labor and Materials Bond	3
Performance Bond	3
General Information	5
General Conditions	5
Evaluation Criteria	6
Insurance Requirements	6
Withdrawal of Bids	8
Bid Status Information	8
Bid Questions	8

ATTACHMENTS

	<u>Page</u>
ATTACHMENT 1: Technical Specifications.....	9

BID FORMS

TOWN OF PLYMOUTH
26 Court Street
Plymouth, Massachusetts 02360

September 8, 2021

INVITATION FOR BID 22134

INVITATION:

Sealed bids are requested by the Town of Plymouth for Mined C. C. and Solar Salt, pre-mix treated salt, liquid calcium chloride, liquid magnesium chloride, and liquid agricultural by-product non-corrosive deicing products on a regional or individual basis for the 2021-2022 season.

This is a regional consortium representing 35+/- municipalities.

Specifications are available electronically by registering online at <http://www.plymouth-ma.gov/bids-current/>

Bids are to be submitted by **11:00 A.M., Thursday, September 23, 2021**, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. **Envelopes should be clearly marked "Bid 22134, Road Salt".**

CONTRACT PERIOD:

The contract period shall be for the period of contract execution through September 30, 2022.

RULE FOR AWARD:

- Prices shall be given as unit prices for each town.
- Each town will award its own bid(s).
- The primary road salt bid will be awarded to the responsive and responsible bidder offering the lowest price.
- The secondary road salt bid will be awarded to the responsive and responsible bidder offering the next lowest price.

BID SURETY: N/A

LIQUIDATED DAMAGES: N/A

PRE-BID CONFERENCE: N/A

MA HIGHWAY PRE-QUALIFICATION: N/A

DCAMM CERTIFICATION: N/A

PREVAILING WAGE RATES: N/A

LABOR AND MATERIALS BOND: N/A

PERFORMANCE BOND: N/A

GENERAL INFORMATION

GENERAL CONDITIONS:

1. No additional charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage unless specifically stated and included in the bid.
2. The Successful Bidder shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things necessary to do the work as herein specified.
3. The Successful Bidder shall comply with all applicable federal, state and local laws and regulations.
4. Purchases made by the town are exempt from taxes and bid prices must exclude any taxes. Tax exemption certificates will be furnished upon request.
5. Verbal orders are not binding on the town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Successful Bidder and may result in an unenforceable claim.
6. "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Successful Bidder and the naming of any commercial name, trademark, item or manufacturer shall not be construed as limiting competition but shall establish a standard of quality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the town, shall be in writing to be effective, and the decision of the town shall be final. The town may require tests of all materials so submitted to establish quality standards at the Successful Bidder's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Successful Bidder.
7. For the use of material other than the one specified, the Successful Bidder shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Successful Bidder shall submit the product he/she intends to use for approval by the town.
8. Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Successful Bidder shall not have any right of appeal from the decision of the town condemning any materials furnished if the Successful Bidder fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Successful Bidder shall pay for such costs.
9. All words, signatures and figures submitted on the bid shall be in ink. Proposals which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or

any prices which contain abnormally high or low prices for any item, may be rejected as informal. More than one proposal from the same bidder will not be considered unless specifically asked for by the bid.

10. The Town of Plymouth reserves the right to reject all proposals, to waive technicalities, to advertise for new proposals, and to split awards as may be deemed to be in the best interests of the town. The contract or contracts will be awarded by the town within thirty (30) business days after opening bids. The town reserves the right to require samples of materials for inspection and testing.

11. **IF AT ANY TIME THE SUCCESSFUL BIDDER IS UNABLE TO FURNISH MATERIALS OR SERVICES AS ORDERED BY A TOWN, THE SUCCESSFUL BIDDER SHALL BE OBLIGATED TO OBTAIN DELIVERY FROM ANOTHER SUPPLIER AND WILL, IN TURN, INVOICE THE TOWN AT THE PRICE SPECIFIED IN THE CONTRACT WITH THE TOWN,**

OR

THE TOWN MAY ORDER SUCH MATERIALS OR SERVICES FROM SUCH PLACES AS ARE AVAILABLE AND THE SUCCESSFUL BIDDER SHALL PAY TO THE TOWN ALL EXPENSES INCURRED ABOVE THE CONTRACT PRICE.

MINIMUM EVALUATION CRITERIA:

Each town participating in this bid shall be responsible for making their own individual award to the bidder who offers the best price and who is deemed to be both responsive and responsible.

Determination of responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the town.
2. Bidders will be deemed responsible if they meet the following criteria:
 - a. A minimum of three (3) years' experience in providing these products;
 - b. The ability to provide quality products in a timely fashion as demonstrated by good references on previous work. Please furnish a list of cities or towns to which the Bidder has provided these types of products within the last three (3) years, including names and telephone number of contact persons.

INSURANCE REQUIREMENTS:

1. The Successful Bidder shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this

Contract. The Successful Bidder covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

- 1) **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured"**. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured"**.
- 3) **Workers' Compensation Insurance** as required by law.
- 4) **Property Coverage** for materials and supplies being transported by the Successful Bidder.
- 5) **Umbrella Liability** of at least \$5,000,000/ occurrence, \$5,000,000/aggregate. **The Town shall be named as an Additional Insured.**

3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Successful Bidder's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Successful Bidder shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

5. The Successful Bidder shall, to the maximum extent permitted law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Successful Bidder, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Successful Bidder further agrees to reimburse the Town of Plymouth for damage to its property caused by the Successful Bidder, his employees, agents, sub-contractors or materialmen, including damages caused by his, it's or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

WITHDRAWAL OF BIDS:

Except as hereinafter expressed provided, once a bid is submitted and received by the town, the bidder agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of bids.

Upon proper written request and identification, bids may be withdrawn only as follows:

- a. at any time prior to the designated time for the opening of bids;
- b. provided the bid has not been accepted by the town, at any time subsequent to thirty days following the actual date of bid opening.

Unless a bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the bidder in writing that his bid is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a bid shall not constitute rejection of any other bid.

BID STATUS INFORMATION:

Addenda: If you received bid documents directly from the Town, and provided the Town with an address for delivery of addenda, the Town intends to deliver a copy of each addendum to you at such address, but the Town shall not be responsible for any failure of a bidder to receive any addenda. Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

Bid results will be available on the Town's website at <https://www.plymouth-ma.gov/procurement-division/pages/bids-results>

Bid results will not be provided over the phone.

Notification of award of contract will be mailed to all bidders.

BID QUESTIONS:

Please contact Michelle Turner, Procurement Assistant, at 508-747-1620 ext. 10108, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to mturner@plymouth-ma.gov five (5) business days prior to the due date. At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

ATTACHMENT 1 - TECHNICAL SPECIFICATIONS

1. The following listed towns will receive bids for Mined C.C. and Solar Salt, liquid calcium chloride, liquid magnesium chloride, liquid agricultural by-product non-corrosive deicer and pre-mixed treated salt for snow and ice control for the 2021-2022 season for the approximate tons and gallons as listed:

***MUST PROVIDE BOTH PICK UP AND DELIVERED PRICES**

Municipality	Road Salt (tons)	Calcium Chloride (gals)	Magnesium Chloride (gals)	Agricultural By-Product Deicing (gals)	Pre-Mix Treated Salt (tons)
Abington	3500	-	4000		1000
Barnstable	8000	5000	-	5000	4000
Bourne	3500	-	-	-	-
Brewster	2000	-	-	3500	-
Bridgewater	1000	-	-	-	-
Carver	-	-	-	-	-
Chatham	1000	-	1000	-	-
Chilmark*	140	-	-	-	-
Cohasset	2000	-	-	2000	-
Dennis	1000	-	-	1500	2000
Duxbury	4000	-	5000	-	-
Eastham	-	-	-	-	900
Easton	3000	-	15000	-	-
Edgartown*	200	-	-	-	-
Falmouth	6000	-	-	2000	-
Halifax	2000	-	-	7025	-
Harwich	2000	-	-	-	-
Hull	1010	-	-	-	-
Kingston	6000	-	6000	-	-
Lakeville	3000	-	-	-	-
Marion	350	-	-	-	-
Marshfield	4000	-	-	-	-
Mashpee	2500	-	-	3000	-
Mattapoissett	600	-	-	1000	-
Middleborough	4000	1000	1000	4000	-
Oak Bluffs*	400	-	-	-	-
Orleans	800	-	-	-	440
Pembroke	7000	-	3000	-	-
Plymouth	7000	-	11000	-	-
Plympton	800	-	-	6000	-
Provincetown	1200	-	-	-	-
Rochester	1500	-	-	-	-

Municipality	Road Salt (tons)	Calcium Chloride (gals)	Magnesium Chloride (gals)	Agricultural By-Product Deicing (gals)	Pre-Mix Treated Salt (tons)
Rockland	2500	-	-	-	-
Sandwich	5000	5000	-	10000	5000
Truro	150	-	-	-	-
Wareham	3000	-	-	-	-
Wellfleet	600	-	-	-	-
Whitman	2500	-	-	-	-
Yarmouth	950	-	-	3000	-

2. The quantities are approximate, and the towns do not expressly or by implication agree that the amounts will correspond therewith but reserve the right to increase or decrease the quantity in accordance with their needs. The towns that did not submit an estimate for the liquid deicers may still be interested in purchasing that product.

3. Each of the participating towns reserves the right to exercise the option to purchase such quantities of either solar salt, also known as sea salt, and evaporated salt or mined salt, designated C.C. Salt, pre-mix treated salt or liquid deicers, or such quantities of both as it might determine. Each town further reserves the right to order salt either delivered or F.O.B. at the depot (supplier's stock pile).

4. Due to the fluctuations in past salt availability, some municipalities have requested the ability to contract with primary and secondary salt suppliers. As specified in General Conditions, Section 11, if the primary supplier does not respond to the municipalities needs they will exercise their contract with the secondary supplier.

5. The actual sodium chloride delivered or picked up shall be paid on basis of the unit bid. Weight slips are required.

6. The liquid deicers shall be delivered in trucks equipped with pumps and hand hoses and an approved liquid meter to accurately determine the amounts of the material delivered. A numbered delivery slip mechanically printed from a meter with an automated printing system shall be furnished for each load. Under no circumstances shall delivered quantities exceed the total quantities requested. The vendor shall bear the full responsibility for any overage and shall not receive compensation for any greater amount.

7. The liquid agricultural by-product non-corrosive deicers, shall be delivered in trucks equipped with pumps and hand hoses and an approved liquid meter to accurately determine the amounts of the material delivered. A numbered delivery slip mechanically printed from a meter with an automated printing system shall be furnished for each load. Under no circumstances shall delivered quantities exceed the total quantities requested. The vendor shall bear the full responsibility for any overage and shall not receive compensation for any greater amount. Each municipality shall determine the acceptability of the product bid.

8. REJECTION: The material shall be rejected if it fails to conform to the requirements of the specifications and if any town is required to purchase from another supplier because of failure to meet specifications, the original supplier shall pay any additional cost as long as the failure to meet specifications continues.

9. AVAILABILITY OF SUPPLY: By accepting the proposal, the bidder agrees to **deliver during a major storm of six (6) inches or more during the storm and within twenty-four (24) hours thereafter, including Saturdays, Sundays, and holidays.**

10. Mined C.C. and Solar Salt shall meet A.S.T.M. specifications and comply with the following grading:

Passing 7/16" sieve	100%
Passing 3/8" sieve	95-100%
Passing No. 4	20-70%
Passing No. 8	10-50%
Passing No. 30	0-10%

Salt shall not contain more than three percent (3%) water content. Solar and C.C. Salt shall be treated with sufficient anti-caking conditioner per ton of sodium chloride.

11. Pre-Mixed Treated Salt shall consist of the previously specified road salt enhanced with an environmentally-friendly, liquid, agricultural by-product, deicing agent. The product must be treated to stay free-flowing and allow stockpiling for long periods, be of a non-corrosive nature, include a leaching inhibitor, and a coloring agent to turn white salt brown when mixed so that final color of the product resembles a mix of sand and salt. Bids must include the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS).

12. Liquid Calcium Chloride shall be a 32% solution of calcium chloride in water. The solution shall conform to the following requirements as to the chemical composition:

Calcium Chloride	32% +/- 1%
Total Alkali Chlorides (as of sodium chloride)	2% maximum
Magnesium Chloride	0.01% maximum

The product shall be provided by the manufacturer in a true solution and shall not be reconstituted from flake calcium chloride.

Sampling, examining, and testing shall be done in accordance with ASTM methods D345 and E449. The calcium chloride shall be rejected if it fails to conform to any of the requirements of these salient characteristics.

13. Liquid Magnesium Chloride product must contain no less than 25% magnesium chloride and shall include corrosion inhibitors. The product shall be provided by the manufacturer in a true solution and adding of any other ingredients and mixing after the product has left the manufacturer will be unacceptable.

Sampling, examining, and testing shall be done in accordance with the appropriate ASTM methods. The magnesium chloride shall be rejected if it fails to conform to any of the requirements of these salient characteristics.

14. Liquid agricultural by-product non-corrosive deicing products for de-icing and anti-icing shall be a blend of either calcium chloride or magnesium chloride and an agricultural by-product. The product must be environmentally friendly and non-toxic to vegetation. Bids must include the most recent detailed product specification sheet and Material Safety Data Sheet (MSDS).

15. INSPECTION: The towns shall be given the opportunity to examine every bidder's facility and the source of supply. Samples may be tested before awards are made and periodically thereafter. Any sample that meets the salient characteristics of this description and has been deemed acceptable, shall be retained for spectrophotometric analysis so as to ensure that the properties of the sample and the product supplied are consistent.

16. LOAD COVERING: All sodium chloride must be covered during transit with a canvas cover or a cover made of other suitable material and delivered in a dry condition.

17. DELIVERY: To the storage areas designated by each town with no additional charge for more than one designated delivery site.

18. DELIVERIES OF CONVENIENCE: All deliveries of convenience to the vendor shall be subject to the per gallon bid price for the amount delivered. No minimum delivered quantity will be required.

NAME OF BIDDER

Bids must be submitted on the following table. Bids submitted on any other form will not be considered valid. Please return this form and the attached forms to:

Procurement Division
ATTN: Procurement Officer
Town Hall
26 Court Street
Plymouth, MA 02360

Bids must be received by: 11:00 A.M., Thursday, September 23, 2021. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications of **Bid 22134**. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform the herein described work within the time period provided under "Contract Period" for the prices offered opposite each item and that said prices will be good for the period of one year.

The undersigned bidder hereby certifies, under the pains and penalties of perjury, the following:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

Please note any exceptions on separate contractor letterhead.

UNIT PRICE FOR **ROAD SALT** FOR THE FOLLOWING TOWNS:

TOWN	\$ /TON	TOWN	\$ /TON
ABINGTON	\$ /TON	MIDDLEBORO	\$ /TON
BARNSTABLE	\$ /TON	ORLEANS	\$ /TON
BOURNE	\$ /TON	PEMBROKE	\$ /TON
BREWSTER	\$ /TON	PLYMOUTH	\$ /TON
BRIDGEWATER	\$ /TON	PLYMPTON	\$ /TON
CARVER	\$ /TON	PROVINCETOWN	\$ /TON
CHATHAM	\$ /TON	ROCHESTER	\$ /TON
COHASSET	\$ /TON	ROCKLAND	\$ /TON
DENNIS	\$ /TON	SANDWICH	\$ /TON
DUXBURY	\$ /TON	TRURO	\$ /TON
EASTHAM	\$ /TON	WAREHAM	\$ /TON
EASTON	\$ /TON	WELLFLEET	\$ /TON
FALMOUTH	\$ /TON	WHITMAN	\$ /TON
HALIFAX	\$ /TON	YARMOUTH	\$ /TON
HARWICH	\$ /TON	MARTHA'S VINEYARD	
HULL	\$ /TON	Chilmark-Delivered	\$ /TON
KINGSTON	\$ /TON	-Picked up	\$ /TON
LAKEVILLE	\$ /TON	Edgartown-Delivered	\$ /TON
MARION	\$ /TON	--Picked up	\$ /TON
MARSHFIELD	\$ /TON	Oak Bluffs-Delivered	\$ /TON
MASHPEE	\$ /TON	-Picked up	\$ /TON
MATTAPOISETT	\$ /TON		

ROAD SALT

BIDDER _____

AUTHORIZED SIGNATURE

Printed Name and Title

COUNTY _____

Date Offered

STATE OF INCORPORATION _____

PHONE _____

TAX I.D.# _____

E-MAIL _____

CALCIUM CHLORIDE

FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):

Per truck load (001-2,000 gallons) \$ _____/gallon

Per truck load (2,001-4,000 gallons) \$ _____/gallon

Per truck load (4,001-5,000 gallons) \$ _____/gallon

Per truck load (5,001 + gallons) \$ _____/gallon

BIDDER _____

AUTHORIZED SIGNATURE

Printed Name and Title

COUNTY _____

Date Offered

STATE OF INCORPORATION _____

PHONE _____

TAX I.D.# _____

E-MAIL _____

MAGNESIUM CHLORIDE

FOR ALL TOWNS, REGARDLESS OF THE TOWN'S ESTIMATED QUANTITY (note exceptions on separate letterhead):

Per truck load (001-2,000 gallons) \$ _____/gallon

Per truck load (2,001-4,000 gallons) \$ _____/gallon

Per truck load (4,001-5,000 gallons) \$ _____/gallon

Per truck load (5,001 + gallons) \$ _____/gallon

BIDDER _____

AUTHORIZED SIGNATURE

Printed Name and Title

COUNTY _____

Date Offered

STATE OF INCORPORATION _____

PHONE _____

TAX I.D.# _____

E-MAIL _____

REFERENCES OF BIDDER

By signing this page, the bidder certifies they have a minimum of three years' experience in supplying these products.

Please also provide the names of at least three clients, including any cities or towns, for which the bidder has provided these products within the last three years, including names and telephone numbers of contact persons.

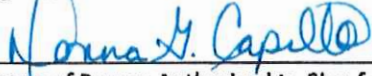
REFERENCES:

City of Boston - Joey Chan - 617-635-4564

City of Worcester - Christopher Gagliastro - 508-799-1244

Town of Westford - Highway Department - 978-399-2726

Signed:



Name of Person Authorized to Sign for the Bidder

Donna G. Capillo, Assistant Corporate Secretary

Title

September 17, 2021

Date

DELEGATION OF AUTHORITY
(To be completed if this business is a corporation)

At a meeting of the Board of Directors of the Eastern Minerals Inc.
(Name of Corporation)
duly called and held on May 3, 2021
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That Donna G. Capillo
(Name of Individual)

the Assistant Corporate Secretary of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

Assistant Corporate Secretary of Eastern Minerals Inc.
(Title) (Name of Corporation)

and not otherwise.

ATTEST:  DATE: September 17, 2021
Karen Girard

NOTE: This form must be completed if the Successful Bidder is a corporation.

CHANGE ORDER

SRF Number CWSRF-4424/2
Public Entity Town of Harwich MA
Contract Number Contract No. 2
Change Order Number 4

Contract Amount (As Bid) \$6,621,306.25
Net Change in Contract Price (This change order) (\$564,559.00)
Net Change in Contract Price (Previous change orders) \$123,621.00
Total Adjusted Contract Price (including this and all other change orders) \$6,180,368.25

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by Karl G. Ford 10/20/21
(Chief) Resident Engineer Date

This change order is requested by: RJV Construction Corporation

This change order is recommended by: CDM Smith Inc.

Mich. Quinlan #38074 10-25-21
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

[Signature] 10/20/21
Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: Carl Lopez 10/28/21
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/2 Contract No. Contract No. 2 Change Order No. 4

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 2

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: RJV Construction Corporation.

Contractor's Address: 5 Lincoln Street Canton, MA 02021

Descriptions and Reasons for Change

Item No. 1

This Change Order provides for the adjustment of the original estimated bid unit price quantities to the actual furnished and installed unit quantities provided on the project. The change results in a decrease to the Contract of \$564,559.00 (Exhibit A)

The net decrease to the Contract Price for this change is \$564,559.00

Harwich Sewerage Works Improvements Phase 2 - Contract No.2

Item 1



TOWN OF HARWICH, MASSACHUSETTS EXHIBIT A
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2 BALANCING CHANGE ORDER (CO #4)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total	Total Quantity to Date	Total Earned to Date	Percent of Bid Amount	Quantity (Under) or Over Estimated	Dollar (Unde) or Over Estimated
BASE BID										
1a	F&I 8-in PVC Sewer (0 - 12 ft. depth)	8,179	LF	\$66.00	\$539,375.00	6009.00	\$330,355.00	98.0%	168.00	\$10,700.00
1b	F&I 8-in PVC Sewer (greater than 12 ft. up to 16 ft. depth)	3,205	LF	\$95.00	\$304,475.00	3428.00	\$325,660.00	107.0%	223.00	\$21,155.00
1c	F&I 8-in PVC Sewer (greater than 16 ft. depth)	1,630	LF	\$115.00	\$187,350.00	1304.00	\$149,850.00	79.0%	346.00	\$39,280.00
1d	F&I 8-in DI Sewer (all depths)	700	LF	\$160.00	\$112,000.00	714.00	\$119,040.00	106.3%	41.00	\$7,040.00
1e	F&I 4-in DI force main (all depths)	1,500	LF	\$50.00	\$75,000.00	1339.50	\$66,925.00	89.3%	160.50	\$8,025.00
1f	F&I 6-in PVC and/or DI sewer service pipe (all depths)	4,105	LF	\$70.00	\$287,350.00	4208.00	\$294,623.00	102.5%	103.00	\$7,273.00
1g	F&I 6-in PVC wye branches and/or 6-in DI tees	187	EA	\$250.00	\$46,750.00	175.00	\$43,750.00	93.6%	12.00	\$3,000.00
1h	F&I PVC internal drop connections, all types and sizes	55	VF	\$200.00	\$11,000.00	44.57	\$8,914.00	81.0%	10.43	\$2,086.00
1i	F&I 6-in DI chimneys, including fittings	440	VF	\$200.00	\$88,000.00	429.71	\$85,942.00	97.7%	10.29	\$2,058.00
2a	F&I 4-ft diameter precast concrete manholes	715	VF	\$400.00	\$286,000.00	617.99	\$247,196.00	86.4%	97.01	\$38,804.00
2b	F&I 5-ft diameter precast concrete manholes	130	VF	\$673.00	\$87,490.00	108.36	\$73,143.00	83.4%	21.64	\$14,347.00
3	Miscellaneous drain pipe replacements (all sizes)	75	LF	\$0.01	\$0.75	27.00	\$0.27	36.0%	48.00	\$0.48
4a	F&I precast concrete drain manholes	16	VF	\$0.01	\$0.16	0.00	\$0.00	0.0%	16.00	\$0.16
4b	F&I precast concrete catch basins	16	VF	\$0.01	\$0.16	0.00	\$0.00	0.0%	16.00	\$0.16
5a	Miscellaneous water main replacements (all sizes) - Fixed Price	175	LF	\$50.00	\$8,750.00	218.00	\$10,900.00	124.6%	43.00	\$2,150.00
5b	Additional payment for misc. water main replacements (all sizes)	175	LF	\$0.00	\$0.00	0.00	\$0.00	0.0%	175.00	\$0.00
5c	F&I DI fittings	30	LBS	\$10.00	\$300.00	0.00	\$0.00	0.0%	30.00	\$300.00
5d	F&I 1/2 in and 1/4 in temporary water pipe	350	LF	\$15.00	\$5,250.00	0.00	\$0.00	0.0%	350.00	\$5,250.00
5e	F&I 10-in to 16-in gate valves	1	EA	\$0.01	\$0.01	0.00	\$0.00	0.0%	1.00	\$0.01
5f	F&I 6-in to 8-in gate valves	2	EA	\$0.01	\$0.02	0.00	\$0.00	0.0%	2.00	\$0.02
5g	F&I hydrant, anchoring tee and elbow, 6-in gate valves, and 6-in DI pipe	1	EA	\$7,500.00	\$7,500.00	0.00	\$0.00	0.0%	1.00	\$7,500.00
5h	F&I corporation cocks and curb stops with boxes	9	EA Pair	\$1,000.00	\$9,000.00	30.00	\$30,000.00	333.3%	21.00	\$21,000.00
5i	F&I polyethylene water service tubing (all sizes)	130	LF	\$70.00	\$9,100.00	1021.50	\$20,430.00	224.6%	891.50	\$11,330.00
6a	F&I Church Street South Pumping Station with on-site generator	1	LS	\$1,000,000.00	\$1,000,000.00	1.00	\$1,000,000.00	100.0%	0.00	\$0.00
6b	F&I Church Street North Pumping Station with on-site generator	1	LS	\$1,000,000.00	\$1,000,000.00	1.00	\$1,000,000.00	100.0%	0.00	\$0.00
6c	Allowance for electric and gas service at pumping stations	1	Allowance	\$20,000.00	\$20,000.00	0.00	\$0.00	0.0%	1.00	\$20,000.00
7	Test Pits	50	CY	\$0.01	\$0.50	0.00	\$0.00	0.0%	50.00	\$0.50
8a	Rock and boulder excavation - Fixed Price	25	CY	\$65.00	\$1,625.00	0.00	\$0.00	0.0%	25.00	\$1,625.00
8b	Additional payment for rock & boulder excavation	25	CY	\$0.00	\$0.00	0.00	\$0.00	0.0%	25.00	\$0.00
9a	Bank run gravel	4,779	CY	\$25.00	\$119,375.00	5148.49	\$128,712.25	107.8%	379.49	\$9,337.25
9b	Screened gravel for utility crossings and misc. purposes	265	CY	\$0.01	\$2.65	0.00	\$0.00	0.0%	265.00	\$2.65
9c	Common fill	80	CY	\$0.01	\$0.80	0.00	\$0.00	0.0%	80.00	\$0.80
9d	Dense graded crushed stone	2,455	CY	\$30.00	\$73,650.00	785.11	\$23,553.30	32.0%	1,669.89	\$50,096.70
10	Earth excavation & refill below normal grade	70	CY	\$0.01	\$0.70	0.00	\$0.00	0.0%	70.00	\$0.70
11a	F&I initial trench width HMA Binder Course (4-in thick)	21,550	SY	\$35.00	\$754,250.00	11,022.21	\$399,727.35	53.0%	10,527.79	\$354,472.65
11b	F&I intermediate patch, incl. mill and HMA Surface Course (1.5-in thick)	8,200	SY	\$15.00	\$123,000.00	8,095.35	\$126,089.25	102.5%	208.35	\$3,910.75
11c	F&I final full width mill and overlay HMA Surface Course (2-in thick)	42,800	SY	\$18.00	\$770,400.00	19,055.50	\$343,539.00	44.5%	23,744.50	\$426,861.00
11d	F&I leveling course outside trench limits	160	Tons	\$150.00	\$24,000.00	0.00	\$0.00	0.0%	160.00	\$24,000.00



TOWN OF HARWICH, MASSACHUSETTS EXHIBIT A
SEWERAGE WORKS IMPROVEMENTS
CWSRF-4424/2
PHASE 2 - CONTRACT NO. 2 BALANCING CHANGE ORDER (CO #4)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total	Total Quantity to Date	Total Earned to Date	Percent of Bid Amount	Quantity (Under) or Over Estimated	Dollars (Under) or Over Estimated
11e	Pulverize & Reclaim existing pavement (2-in thick binder, 2-in thick IMA Surface Course)	4,290	SY	\$38.00	\$160,150.00	15277.61	\$534,716.35	356.1%	10987.61	\$84,566.35
12	Traffic Management	1	LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
13	Sedimentation and Erosion Control	1	LS	\$10,000.00	\$10,000.00	1.00	\$10,000.00	100.0%	0.00	\$0.00
14	Corrections to existing sewers	4	EA	\$5,000.00	\$20,000.00	4.00	\$20,000.00	100.0%	0.00	\$0.00
15	Detouring and Drainage	1	LS	\$10,000.00	\$10,000.00	1.00	\$10,000.00	100.0%	0.00	\$0.00
16	Miscellaneous concrete	50	CY	\$0.01	\$0.50	0.00	\$0.00	0.0%	50.00	\$0.50
17a	Street Sweeper	20	Hours	\$150.00	\$3,000.00	0.00	\$0.00	0.0%	20.00	\$3,000.00
17b	Furnish, maintain and remove 2 trailer-mounted message boards	18	Months	\$1,400.00	\$25,200.00	5.00	\$7,000.00	27.8%	13.00	\$18,200.00
18	Engineer's Field office	18	Months	\$1,500.00	\$27,000.00	18.00	\$27,000.00	100.0%	0.00	\$0.00
19	Misc. Work and Cleanup	1	LS	\$115,000.00	\$115,000.00	1.00	\$115,000.00	100.0%	0.00	\$0.00
20	Mobilization-not to exceed 5% of Subtotal Bid Price	1	LS	\$200,000.00	\$200,000.00	1.00	\$30,000.00	100.0%	0.00	\$0.00
34a	F&I 2 in PVC force main (all depths)	500	LF	\$30.00	\$15,000.00	475.00	\$14,250.00	95.0%	25.00	\$750.00
34a	F&I Harden Lane Grinder Pumping Unit	1	LS	\$55,000.00	\$55,000.00	1.00	\$55,000.00	100.0%	0.00	\$0.00
36b	Allowance for electric and gas service at pumping stations	1	Allowance	\$5,000.00	\$5,000.00	0.00	\$0.00	0.0%	1.00	\$5,000.00
SUBTOTAL BASE BID					\$6,621,306.25					\$564,558.68

CHANGE ORDER

SRF Number CWSRF-4424/1
Public Entity Town of Harwich MA
Contract Number Contract No. 1
Change Order Number 6

Contract Amount (As Bid) \$11,368,663.48
Net Change in Contract Price (This change order) (\$1,005,810.00)
Net Change in Contract Price (Previous change orders) \$282,401.00
Total Adjusted Contract Price (including this and all other change orders) \$10,645,254.48

This change order extends the time to complete the work by 0 calendar days.

The extended completion date is N/A

This change order checked by Kim G. Ford 10/20/21
(Chief) Resident Engineer Date

This change order is requested by: Robert B. Our Co.

This change order is recommended by: CDM Smith Inc.

Mich Guider #38074 10-25-21
Consultant Engineer P.E. Number Date

The undersigned agree to the terms of the change order.

Michael Guider 10-19-21
Contractor Date

Owner Date

Certification of Appropriation under M.G.L. c.44, §31C: Adequate funding in an amount sufficient to cover the total cost of this change order is available.

By: Carl Lynch 10/28/21
Certification Officer (Auditor, accountant, treasurer) Date

Do not write below: this space reserved for STATE AGENCY APPROVAL

DEP/DMS

Public Entity Town of Harwich, Massachusetts

SRF No: CWSRF-4424/1 Contract No. Contract No. 1 Change Order No. 6

Contract Title: Sewerage Works Improvements Phase 2 Contract No. 1

Owner's Name: Town of Harwich, Massachusetts

Owner's Address: 732 Main Street Harwich MA 02645

Contractor's Name: Robert B. Our Co.

Contractor's Address: 24 Great Western Road Harwich, MA 02645

Descriptions and Reasons for Change

Item No. 1

This Change Order provides for the adjustment of the original estimated bid unit price quantities to the actual furnished and installed unit quantities provided on the project. The change results in a decrease to the Contract of \$1,005,810.00

The net decrease to the Contract Price for this change is \$1,005,810.00

Harwich Sewerage Works Improvements
Phase 2 - Contract No.1

Item 1

TOWN OF HARWICH, MASSACHUSETTS EXHIBIT A
SEWERAGE WORKS IMPROVEMENTS
CWSRF-442A/1
PHASE 2 - CONTRACT NO. 1 BALANCING CHANGE ORDER (CO#6)

Item No.	Description	Estimated Quantity	Unit	Last Price	Total	Total Quantity to Date	Total Extent to Date	Percent of Bid	Quantity (Under or Over Estimated)	Difference (Under or Over Estimated)
13	14115in PVC Sewer (all depths)	1,415	LF	\$68.00	\$96,220.00	1,533.30	\$101,880.00	105.2%	118.30	\$8,060.00
14	14115in PVC Sewer (0-12 in depth)	651	LF	\$128.00	\$83,328.00	411.53	\$52,772.00	62.6%	-239.47	-\$30,556.00
15	14115in PVC Sewer (12-18 in depth)	1,415	LF	\$151.00	\$213,665.00	1,728.25	\$260,925.00	122.8%	313.25	\$47,260.00
16	14115in PVC Sewer (18-24 in depth)	261	LF	\$283.00	\$73,863.00	697.50	\$202,292.50	273.9%	436.50	\$68,429.50
17	14115in PVC Sewer (greater than 24 in depth)	151	LF	\$179.00	\$26,929.00	0.00	\$0.00	0.0%	-151.00	-\$26,929.00
18	14115in PVC Sewer (0-12 in depth)	261	LF	\$111.00	\$29,031.00	49.00	\$5,382.00	18.5%	-212.00	-\$23,649.00
19	14115in PVC Sewer (12-18 in depth)	301	LF	\$151.00	\$45,451.00	0.00	\$0.00	0.0%	-301.00	-\$45,451.00
20	14115in PVC Sewer (18-24 in depth)	151	LF	\$287.00	\$43,337.00	31.00	\$9,251.00	21.2%	-120.00	-\$34,086.00
21	14115in PVC Sewer (greater than 24 in depth)	651	LF	\$128.00	\$83,328.00	433.30	\$55,383.00	66.5%	-217.70	-\$27,945.00
22	14115in PVC Sewer (greater than 24 in depth)	801	LF	\$127.00	\$101,727.00	75.00	\$9,525.00	9.4%	-726.00	-\$92,202.00
23	14115in PVC Sewer (0-12 in depth)	14350	LF	\$66.00	\$946,700.00	14,987.37	\$999,164.12	105.7%	4,762.63	\$677,535.88
24	14115in PVC Sewer (12-18 in depth)	4350	LF	\$118.00	\$513,300.00	3,544.82	\$416,624.50	81.2%	-705.18	-\$86,675.50
25	14115in PVC Sewer (18-24 in depth)	150	LF	\$379.00	\$56,850.00	304.11	\$115,373.85	203.0%	154.11	\$58,523.85
26	14115in PVC Sewer (greater than 24 in depth)	1,501	LF	\$251.00	\$376,751.00	1,701.00	\$427,001.00	113.3%	200.00	\$50,250.00
27	14115in PVC Sewer (all depths)	1,501	LF	\$61.00	\$91,561.00	1,136.00	\$69,356.00	75.8%	-365.00	-\$47,205.00
28	14115in PVC Sewer (all depths)	330	LF	\$77.00	\$25,410.00	0.00	\$0.00	0.0%	-330.00	-\$42,820.00
29	14115in PVC Sewer (all depths)	6,900	LF	\$101.00	\$696,900.00	7,346.00	\$741,076.00	106.3%	446.00	\$44,176.00
30	14115in PVC Sewer (all depths)	225	EA	\$475.00	\$106,875.00	\$110.00	\$110,000.00	103.0%	85.00	\$13,125.00
31	14115in PVC Sewer (all depths)	1.30	WT	\$160.00	\$208.00	41.42	\$1,017.20	488.0%	40.12	\$809.20
32	14115in PVC Sewer (all depths)	225	WT	\$115.00	\$25,875.00	26.47	\$3,042.50	11.8%	-198.53	-\$22,832.50
33	14115in PVC Sewer (all depths)	1,500	WT	\$200.00	\$300,000.00	1,222.84	\$244,570.00	81.5%	-277.16	-\$55,430.00
34	14115in PVC Sewer (all depths)	261	WT	\$97.00	\$25,397.00	282.76	\$27,448.02	108.1%	21.76	\$2,051.02
35	14115in PVC Sewer (all depths)	2	EA	\$13,150.00	\$26,300.00	1.00	\$13,150.00	50.0%	-1.00	-\$13,150.00
36	14115in PVC Sewer (all depths)	1	EA	\$13,150.00	\$13,150.00	0.00	\$0.00	0.0%	-1.00	-\$13,150.00
37	14115in PVC Sewer (all depths)	1	IS	\$8,000.00	\$8,000.00	1.00	\$9,000.00	112.5%	1.00	\$1,000.00
38	14115in PVC Sewer (all depths)	230	LF	\$110.00	\$25,300.00	21.91	\$2,413.00	9.5%	-208.09	-\$22,887.00
39	14115in PVC Sewer (all depths)	20	WT	\$20.00	\$400.00	0.00	\$0.00	0.0%	-20.00	-\$400.00
40	14115in PVC Sewer (all depths)	30	WT	\$9.00	\$270.00	0.00	\$0.00	0.0%	-30.00	-\$270.00
41	14115in PVC Sewer (all depths)	20	LF	\$50.00	\$1,000.00	0.00	\$0.00	0.0%	-20.00	-\$1,000.00
42	14115in PVC Sewer (all depths)	330	LF	\$95.00	\$31,350.00	0.00	\$0.00	0.0%	-330.00	-\$31,350.00
43	14115in PVC Sewer (all depths)	50	WT	\$6.00	\$300.00	50.00	\$300.00	100.0%	0.00	\$0.00
44	14115in PVC Sewer (all depths)	500	LF	\$27.00	\$13,500.00	0.00	\$0.00	0.0%	-500.00	-\$13,500.00
45	14115in PVC Sewer (all depths)	1	EA	\$20.00	\$20.00	0.00	\$0.00	0.0%	-1.00	-\$20.00
46	14115in PVC Sewer (all depths)	2	EA	\$20.00	\$40.00	0.00	\$0.00	0.0%	-2.00	-\$40.00
47	14115in PVC Sewer (all depths)	2	EA	\$10,000.00	\$20,000.00	1.00	\$10,000.00	50.0%	-1.00	-\$10,000.00
48	14115in PVC Sewer (all depths)	5	EA Pair	\$1,500.00	\$7,500.00	7.00	\$6,800.00	90.7%	-0.50	-\$700.00
49	14115in PVC Sewer (all depths)	100	LF	\$9.00	\$900.00	20.00	\$1,800.00	200.0%	100.00	\$900.00
50	14115in PVC Sewer (all depths)	1	IS	\$15,475.00	\$15,475.00	1.00	\$15,475.00	100.0%	0.00	\$0.00
51	14115in PVC Sewer (all depths)	1	IS	\$14,484.00	\$14,484.00	1.00	\$14,484.00	100.0%	0.00	\$0.00
52	14115in PVC Sewer (all depths)	1	Allowance	\$10,000.00	\$10,000.00	0.00	\$0.00	0.0%	-1.00	-\$10,000.00
53	14115in PVC Sewer (all depths)	100	CY	\$1.00	\$100.00	10.00	\$10.00	10.0%	90.00	\$90.00
54	14115in PVC Sewer (all depths)	100	CY	\$45.00	\$4,500.00	0.00	\$0.00	0.0%	-100.00	-\$4,500.00
55	14115in PVC Sewer (all depths)	100	CY	\$1.00	\$100.00	0.00	\$0.00	0.0%	-100.00	-\$100.00
56	14115in PVC Sewer (all depths)	8,200	CY	\$27.00	\$221,400.00	10,217.71	\$276,235.12	124.8%	2,017.71	\$54,835.12
57	14115in PVC Sewer (all depths)	1,000	CY	\$1.00	\$1,000.00	0.00	\$0.00	0.0%	-1,000.00	-\$1,000.00
58	14115in PVC Sewer (all depths)	100	CY	\$1.00	\$100.00	0.00	\$0.00	0.0%	-100.00	-\$100.00
59	14115in PVC Sewer (all depths)	1,150	CY	\$47.00	\$54,050.00	1,071.01	\$50,246.00	92.9%	-79.99	-\$10,804.00
60	14115in PVC Sewer (all depths)	100	CY	\$1.00	\$100.00	0.00	\$0.00	0.0%	-100.00	-\$100.00
61	14115in PVC Sewer (all depths)	37,500	SY	\$21.00	\$7,875.00	\$1,000.00	\$21,000.00	266.9%	13,125.00	\$13,125.00
62	14115in PVC Sewer (all depths)	17,500	SY	\$11.00	\$19,250.00	\$1,000.00	\$11,000.00	56.7%	-6,750.00	-\$73,750.00
63	14115in PVC Sewer (all depths)	81,000	SY	\$17.21	\$1,394,000.00	\$6,500.00	\$1,107,600.00	79.5%	-76,500.00	-\$1,317,500.00
64	14115in PVC Sewer (all depths)	500	Yard	\$14.00	\$7,000.00	107.75	\$1,508.25	21.6%	-392.25	-\$5,491.75
65	14115in PVC Sewer (all depths)	8,300	SY	\$31.77	\$263,781.00	14,507.01	\$459,226.50	174.1%	6,207.01	\$195,445.50
66	14115in PVC Sewer (all depths)	1	IS	\$13,000.00	\$13,000.00	1.00	\$13,000.00	100.0%	0.00	\$0.00
67	14115in PVC Sewer (all depths)	1	IS	\$20,000.00	\$20,000.00	1.00	\$20,000.00	100.0%	0.00	\$0.00
68	14115in PVC Sewer (all depths)	3	EA	\$4,000.00	\$12,000.00	3.00	\$12,000.00	100.0%	0.00	\$0.00
69	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
70	14115in PVC Sewer (all depths)	10	CY	\$1.00	\$10.00	0.00	\$0.00	0.0%	-10.00	-\$10.00
71	14115in PVC Sewer (all depths)	41	Yard	\$11.00	\$4,510.00	30.00	\$3,300.00	73.2%	-11.00	-\$1,210.00
72	14115in PVC Sewer (all depths)	21	Yard	\$2,000.00	\$42,000.00	20.00	\$40,000.00	95.2%	-1.00	-\$2,000.00
73	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
74	14115in PVC Sewer (all depths)	1	IS	\$20,000.00	\$20,000.00	1.00	\$20,000.00	100.0%	0.00	\$0.00
75	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
76	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
77	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
78	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
79	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
80	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
81	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
82	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
83	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
84	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
85	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
86	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
87	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
88	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
89	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
90	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
91	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
92	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
93	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
94	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
95	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
96	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
97	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
98	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
99	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
100	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
101	14115in PVC Sewer (all depths)	1	IS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	100.0%	0.00	\$0.00
102	14115in PVC Sewer (all depths)	1	IS							

TOWN
ADMINISTRATOR'S
REPORT

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Board of Selectmen, hereinafter referred to as "Town," and mCgOVERN Municipal HQ with an address of 1200 Worcester Road, Framingham, MA 01702 hereinafter referred to as "Contractor", effective as of the ____ day of _____, 2021. In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with 2022 Ford F-150 (X1E) XL SuperCap 6.5' Box including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing contract execution through June 30, 2022.

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$35,755.73. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

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

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

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

ARTICLE 5: CONTRACT TERMINATION:

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

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

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

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract. Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor

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

ARTICLE 7: AVAILABILITY OF FUNDS:

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

ARTICLE 8: APPLICABLE LAW:

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

ARTICLE 9: ASSIGNMENT:

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

ARTICLE 10: AMENDMENTS:

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

ARTICLE 11: INDEPENDENT CONTRACTOR:

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

ARTICLE 12: INSURANCE:

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

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

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

ARTICLE 13: SEVERABILITY:

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

ARTICLE 14: ENTIRE AGREEMENT:

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

ARTICLE 15: COUNTERPARTS:

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

CERTIFICATION AS TO PAYMENT OF STATE TAXES

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

85-2615209
Social Security Number or
Federal Identification Number

DocuSigned by:
Clay Chase
B461CDC319E6464...
Signature of Individual or
Corporate Name

By:
Corporate Officer
(if applicable)

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

CONTRACTOR

TOWN OF HARWICH

By Clay Chase
B461CDC319E6464...

by its Board of Selectmen Over \$50,000

Clay Chase President
Printed Name and Title

Approved as to Availability of Funds:
Carol Coppola
48C32039D33D434... (\$ _____)
Finance Director Contract Sum

by its Town Administrator Up to \$50,000
DocuSigned by:
Joseph F. Powers
0623C0C5799644E...
Town Administrator

01421A2/621040



Estimate

Date: 10/19/2021
 Estimate# HDPW10192021
 Customer ID:

To: Harwich Highway Department
 ATTN: Kyle Edson
 273 Queen Anne Road
 Harwich, MA 02645

Salesperson: Paul G King
 508-918-2210

GBPC/BAPER Contract

Qty	Item #	Description	Unit Price	Line Total
		2022 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box		\$ 27,772.00
	MY	EXTERIOR COLOR: Carbonized Gray Metallic		\$
	995	Engine: 5.0L V8-inc: auto start-stop technology and flex-fuel capability, 3.31 Axle Ratio, GVWR: 7,050 lbs Payload Package	\$ 1,995.00	\$ 1,935.15
	44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut		\$
	101A	Equipment Group 101A High -inc: Reverse Sensing System, XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, Cruise Control	\$ 2,280.00	\$ 2,211.60
		Gross Vehicle Weight Rating: 7,050 Lbs		\$ -
		Gross Combined Weight Rating: 14,800 Lbs		\$ -
	64X	Wheels: 18" 6-Spoke Machined Aluminum-inc: gloss black painted pockets		\$
	T88	Tires: 275/65R18 BSW A/T		\$
	X27	3.31 Axle Ratio		\$
	JB	SEAT TYPE: Black, Unique Sport Cloth 40/Console/40 Front-Seats -inc: manual driver/passenger lumbar and flow-through console w/steering column mounted shift	\$ 295.00	\$ 286.15
	85A	XL Power Equipment Group (Requires valid FIN code.)-inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	INC	INC

19S	STX Appearance Package-inc: Box Side Decals, Molded-In Color Black Honeycomb Style Grille, body-color surround, SYNC 4 w/Enhanced Voice Recognition, 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account, Trial period begins on the new vehicle warranty start date, At the end of the complimentary period, navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L, Rear Window Fixed Privacy Glass, Body-Color Front & Rear Bumpers, body-color front fascia, Rear Window Defroster	\$ 1,780.00	\$ 1,726.60
53B	Class IV Trailer Hitch Receiver (Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.) -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector	\$ 205.00	\$ 198.85
924	Rear Window Fixed Privacy Glass	INC	INC
57Q	Rear Window Defroster	INC	INC
18B	Black Platform Running Boards	\$ 250.00	\$ 242.50
96W	Tough Bed Spray-In Bedliner	\$ 595.00	\$ 577.15
582	Radio: AM/FM SiriusXM w/360L	INC	INC
50S	Cruise Control	INC	INC
90B	Matte Black Aluminum Crossbed Toolbox (Ford accessory.)-inc: Bv Weather Guard (model # 127-52-03)	\$ 625.00	\$ 606.25
76R	Reverse Sensing System	INC	INC
524	SYNC 4 w/Enhanced Voice Recognition -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account, Trial period begins on the new vehicle warranty start date, At the end of the complimentary period, navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L	INC	INC
	Equipment Group 101A High savings	(\$750.00)	(\$727.50)
	STX Appearance Package savings	(\$750.00)	(\$727.50)
	REMAINING STANDARD EQUIPMENT AS SHOWN IN CHROME DATA REPORT		\$

	SoundOff Signal 4" mpower 8 LED Amber Lights Quick, Stud or Screw Mount Mounted on Grille		\$ 370.00
	SoundOff Signal 4" mpower 8 LED Amber Lights Quick, Stud or Screw Mount Mounted on Headliner One on Each Side or Rear View Mirror in Shrouds Listed Below		\$ 370.00
	Pair Window Shroud Kit for 4" Light w/ Stud Mount - Black		\$ 28.80
	SoundOff Signal 4" mpower Lights Quick, Stud or Screw Mount Mounted on Rear Window in Shrouds Listed Below		\$ 370.00
	Pair Window Shroud Kit for 4" Light w/ Stud Mount - Black		\$ 28.80
	Pair Hide-A-Blast™, Bullet™, 2 LED, short, amber		\$ 235.88
	Weathertech Floorliners - Front		\$ 150.00
	4 Piece Ventvisors		\$ 101.00
			\$ -
	PLEASE NOTE THAT PRICING IS BASED ON CURRENT CONTRACT PRICING THAT EXPIRES 9-30-22, VEHICLE MUST BE ORDERED PRIOR TO THIS DATE OR PRICING MY CHANGE		\$ -
			\$ -

Special Instructions:

Custom or Special Orders are Non-Refundable
 This Estimate is for Budgetary Purposes and is Not a Guarantee of Cost for Services.
 Estimate is Based on Current Information From Client About the Project Requirments
 Actual Cost May Change Once Project Elements are Finalized

Vehicle Subtotal

Upfit Subtotal

Grand Total

\$35,755.73

McGovern Municipal 1200 Worcester Road, Framingham MA 01702