

SELECT BOARD MEETING AGENDA*

*Donn B. Griffin Room, Town Hall
732 Main Street, Harwich, MA
Executive Session 5:30 P.M.
Regular Meeting 6:00 P.M.
Monday, November 13, 2023*

Remote Participation Optional:

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

<https://meet.goto.com/813627277>

You can also dial in using your phone.

Access Code: 813-627-277

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**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. Pursuant to MGL c.30A section 21 (a)(3) 3. To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares; SEIU

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

- A. Next Select Board Meeting will be held Monday, November 20, 2023
- B. Next Office Hours with Jeff Handler will be Thursday, November 30, 2023, from 5:00 p.m. to 7:00 p.m. at 204 Sisson Road

V. CONSENT AGENDA

- A. Approve Select Board Meeting Minutes for November 6, 2023
- B. Approve the Appointment of Paul Doane to the Historic District and Historical Commission, term to expire 6/30/2025

VI. NEW BUSINESS

- A. Review and approve a Conservation Restriction for Elephant Walk, 90 Squantos Path, Lot G1-1 on Assessor’s Map 100
- B. Discussion on use of town owned property; Votes may be taken
- C. Five Year overview of Town of Harwich Information Technology (IT) services
- D. Approve a fee waiver request from Barnstable County Sheriff’s Office Sergeant Luke Carroll to waive Community Center usage fee for a Youth Academy sponsored by the Sheriff’s Office, in the amount of \$180 (Rental for activity room for 4 days)

VII. OLD BUSINESS

- A. Update on ongoing project list
- B. Update on the status of the Intermunicipal Agreement with Cape Tech regarding 374 Main Street
- C. Review and take action on G.L. c. 268A, Section 19 Disclosure of Non-Elected Municipal Employee of Financial Interest – Robert Doane, Community Preservation Committee

VIII. CONTRACTS

- A. Discussion and possible vote to accept Amendment #3 of the Intermunicipal Agreement for Information Technology services between the County of Barnstable and the Town of Harwich

IX. TOWN ADMINISTRATOR’S REPORT

X. SELECT BOARD’S MEMBER REPORT

XI. CORRESPONDENCE

XII. ADJOURNMENT

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

Authorized Posting Officer:

Posted by: _____

Town Clerk

Danielle Freiner, Executive Assistant

Date: _____

November 8, 2023

CONSENT AGENDA

**MINUTES
SELECT BOARD
DONN B. GRIFFIN ROOM, TOWN HALL
732 MAIN STREET, HARWICH, MA
EXECUTIVE SESSION 5:00 PM
REGULAR MEETING 6:00 PM
MONDAY, NOVEMBER 6, 2023**

MEMBERS PARTICIPATING: Julie Kavanagh, Jeff Handler, Michael MacAskill and Don Howell

ALSO PARTICIPATING: Joseph Powers, Town Administrator

I. CALL TO ORDER

Ms. Kavanagh called the meeting of the Harwich Select Board back to order on Monday, November 6, 2023 at 6:00PM.

II. EXECUTIVE SESSION

A. Pursuant to G.L. c. 30A, sec 21(a)(2) to conduct strategy sessions in preparation for negotiations with non-union personnel and to conduct negotiations with non-union personnel: Town Administrator

B. Pursuant to MGL c. 30A section 21 (a)(3) to discuss with respect to collective bargaining for all town unions and the Chair has determined that open session would have a detrimental effect on the town's bargaining position

C. Executive Session pursuant to G.L. c. 30A, s21(a)(7) to comply with, or act under the authority of, any general or special labor federal grant-in-aid requirements ("Purpose 7") - the Open Meeting Law, G.L. c. 30A, ss 22(f), (g)—To review, approve and/or discuss the possible release of executive session meeting minutes dated February 21, 2023, March 6, 2023, March 13, 2023, March 20, 2023, March 27, 2023, April 3, 2023, April 10, 2023, August 28, 2023

Ms. Kavanagh reported that while in Executive Session, the Select Board voted to approve the minutes, no other action taken. Ms. Kavanagh read the Open Meeting Law.

III. PLEDGE OF ALLEGIANCE

Ms. Kavanagh invited all attendees to join in the Pledge of Allegiance.

Ms. Kavanagh noted that the joint meeting with the Traffic Safety Committee is on this evening's agenda. No public comment will be taken during that meeting.

November 6, 2023

IV. PUBLIC COMMENTS/ANNOUNCEMENTS

A. Next Select Board Meeting will be Monday, November 13, 2023

Mr. Powers gave an update on the signs that were placed at the Community Center. He noted that they were placed there after the grounds were treated with a herbicide. There are no Town prohibitions to herbicides.

Ms. Kavanagh noted that the next Select Board meeting will be held on Monday, November 13, 2023.

Emily Mitchell, Town Clerk, spoke to the issue of a Special Town Election to fill the Select Board vacancy. She noted the option of calling a Special Town Election by petition and distributed information to Board members regarding that process and the timeline for that process. She explained the process in detail. She also explained what the effect of the Presidential Primary Election, scheduled for March 5, 2024, has on the Clerk's Office. The timeline for a Special Town Election will overlap that multi-week process. She recommended that, if a petition is filed and certified, that the Special Election be held until after the Primaries.

Board members asked questions and expressed concerns regarding a Special Town Election, the possibility of not having a candidate for that election and the position that will potentially be expiring in May of 2024. Also discussed was the issue of a write-in ballot election and the minimum write in totals.

Ms. Mitchell answered the questions and addressed concerns.

Leo Cakounes of North Harwich spoke, noting that he was not expecting deliberation, comment or discussion on the matter he will be commenting on. He noted a request he had made, that the Board hold a meeting to review the Town's policy on renting public property. He gave a brief description and brief history of the past practice of renting public property and the policy restricting the renting of property to non-profits. He noted a recent situation regarding a rental to a single entrepreneur and he requested that the Select Board include this subject on an agenda for further discussion.

Ms. Kavanagh responded that the subject will be on an agenda in the future.

Mr. MacAskill commented, not in response to Mr. Cakounes, that the request for this agenda item was made prior to this meeting and he asked that it be on an agenda soon.

Ashley Simmington, Director of Youth and Family Services, noted a family workshop series and gave the details on the schedule and what the workshops will encompass.

Ms. Kavanagh noted that Saturday, November 11, 2023, there will be a ceremony in observance of Veterans Day and she gave the details.

November 6, 2023

Mr. Powers noted that in observance of Veterans Day, all municipal buildings will be closed to the public on Friday, November 10, 2023.

Theresa Johnson of North Harwich asked when the public will be able to speak to the Pine Oaks Village issue.

Ms. Kavanagh responded with an answer and explanation.

Mr. MacAskill suggested that the process be explained as there were many people in attendance for that issue.

Mr. Powers explained that Chloe's Path, which had been referred to previously, was a friendly 40B - a local innovative process. He gave a description of the process and outcome of that Application. He continued that Pine Oaks Village Housing Association is seeking their Phase IV to be funded through the Mass Housing Partnership and other groups. He explained what that process is including how and when the Town becomes involved and what their responsibilities are regarding the Town's response. Mr. Powers explained that if it progresses to a 40B, (not a friendly 40B) what the options are for the Zoning Board of Appeals and how the public may be included at that point.

Mr. MacAskill suggested that the public be aware of what will be happening at the Committee level.

V. SELECT BOARD REORGANIZE

Ms. Kavanagh noted that with the resignation of Select Board member Mary Anderson, the Select Board should reorganize.

Mr. MacAskill nominated Julie Kavanagh as Chair, seconded by Mr. Howell

Vote 4:0 in favor. Motion carried.

Ms. Kavanagh nominated Michael MacAskill as Vice Chair, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

Mr. MacAskill moved that Jeff Handler remain as Clerk, seconded by Ms. Kavanagh.

Vote 4:0 in favor. Motion carried.

Mr. MacAskill offered to stay on the Interview Committee while there is a vacant seat.

November 6, 2023

Ms. Kavanagh noted that Mr. MacAskill and Mr. Howell will remain on the Interview Committee.

VI. JOINT MEETING WITH SELECT BOARD AND TRAFFIC SAFETY COMMITTEE

- A. Update on Cross Street improvements
- B. Update on the traffic study for Pine Oaks Village Housing Phase IV

Linda Cebula, Chair of the Traffic Safety Committee, called the meeting of the Traffic Safety Committee to order at 6:30PM. Three of the four members are present. She noted that the Traffic Safety Committee heard a presentation on the traffic study on October 31, 2023 for Pine Oaks IV. The Committee took no position and no decisions were made. They may be on the agenda for a future meeting, nothing is scheduled at this time. She noted that the information is on the Pine Oaks website.

Ms. Kavanagh suggested that it also be included with the Traffic Safety Committee's information on the website.

Mr. MacAskill expressed his concerns and asked when, as a town, the residents can weigh in on whether or not this will be a detriment.

Mr. Powers replied that if Pine Oaks Village is to apply for a Comprehensive Permit, it must go before the Zoning Board. The Zoning Board will be required to hold public hearings on that matter. Mr. Powers is not aware of an application for the financing at this time. There may be another opportunity for the public through that process.

Ms. Cebula commented that many people had attended the meeting that included the presentation. Many questions were asked and answered at that time.

Referring to Cross Street, Ms. Cebula noted that in July 2023, the Traffic Safety Committee had been before the Select Board with proposals to clean up parking and other issues there. She noted that the changes that they made seem to have cleaned up a lot of the issues. The feedback from the residents has been positive and they thanked the Police Officers for their assistance. She also noted ongoing current issues which she described in detail.

Board members thanked Ms. Cebula and the Committee for their work.

Ms. Cebula closed the meeting of the Traffic Safety Committee at 6:38PM.

VII. CONSENT AGENDA

- A. Approve Select Board Meeting Minutes for October 23, 2023 and October 30, 2023
- B. Accept the resignation of Brian Power from the Community Center Facilities Committee

November 6, 2023

- C. Accept the resignation of Donald A. MacAskill from the Harwich Accessibility Rights Committee
- D. Accept the resignation of Jerry Scannell from the Traffic Safety Committee
- E. Accept the resignation of Michael Hurley from Recreation & Youth Commission
- F. Rescind the re-appointment of Dean Knight as Shellfish Constable
- G. Vote to modify the terms of the Paul Doane gift previously received on September 19, 2022
- H. Approve the appointment of Christina Joyce to Community Center Facilities Committee, as recommended by the Select Board Interview Committee, term to expire 06/30/2026
- I. Approve the appointment of Heath Eldredge to Community Center Facilities Committee, as recommended by the Select Board Interview Committee, term to expire 06/30/2024
- J. Approve the appointment of Brian Wentworth to Recreation & Youth Commission, as recommended by the Select Board Interview Committee, term to expire 06/30/2024
- K. Approve the appointment of Mary Jones to Local Planning Committee, as recommended by the Select Board Interview Committee

Mr. Handler moved to approve the Consent Agenda items A-K as presented, seconded by Mr. Howell.

Mr. Howell noted that all positions are full positions and not alternates.

Vote 4:0 in favor. Motion carried.

VIII. NEW BUSINESS

A. Update on Recreation & Youth Programming

Ms. Kavanagh gave the update as the liaison to Recreation and Youth. She noted that they will be moving forward with a subcommittee. Eric Beebe, Director of Recreation will also be working with them as well as many parent volunteers. Ms. Kavanagh described the winter programming including some new programs. Also noted were new programs that the Committee is presently working on. She noted that the Committee's next meeting is on November 28, 2023 at 5:30PM at the Community Center.

Mr. MacAskill requested that the pickle ball rates be on an agenda in the near future. He reminded the public that it had been discussed a year ago, it is not a new subject but has not been before the Board since that time. He also requested adding 204 Sisson Road to the agenda in the next week or two, addressing the use, who controls it and a baseball team that had shown an interest in 204 Sisson Road.

Ms. Kavanagh will follow up on the baseball team and she will add 204 Sisson Road to the agenda.

November 6, 2023

B. Approve a Special Permit for a one day wines and malt and entertainment permit for Bernadette Waystack - Friday, December 8, 2023, 4:00 p.m., to 7:00 p.m., Private event held at Library Meeting Room at 204 Sisson Road - Recorded/live music, amplification.

Mr. MacAskill moved to approve a Special Permit as presented, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

C. Review and take action on G.L. c. 268A Section 19 Disclosure of Non-Elected Municipal Employee of Financial Interest - Robert Doane, Community Preservation Committee

Mr. MacAskill spoke positively of Mr. Doane but noted that he disagrees with the form and he explained why he disagrees. He also expressed concerns about setting a precedence.

Ms. Kavanagh will continue this item to a future meeting.

D. Discussion and vote to adjust private snow plow rates as recommended by the
Director of Public Works

Mr. MacAskill moved to adjust the private snow plow rates as recommended by the Director of Public Works, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

Mr. MacAskill thanked Lincoln Hooper, Director of Public Works for his work on the snow plow rates.

E. Vote to send a letter of support to Massachusetts Office of Business Development for Cape Cod Economic Development Council

Mr. MacAskill moved to send a letter of support as presented, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

F. Discussion on process and response to resignations

Ms. Kavanagh commented that the Select Board had previously discussed what they are legally required to do or not do.

November 6, 2023

Mr. Powers commented that this is a follow up to a question raised at the last meeting. The packet includes information on “the act of resigning from a public office at the local level”. He read some of that information as it pertains to a town officer. That information answers what is supposed to happen and the issue of response is a Select Board discussion.

Ms. Kavanagh commented that she is satisfied with the current policy, as long as people are resigning in writing and getting a letter thanking them for their service.

Mr. Howell would be more confident if the resignations are on the agenda for the Select Board to accept them and he gave his reason.

Mr. Handler agreed with Mr. Howell’s statement.

Mr. MacAskill agreed to keep the resignations on the agenda.

Ms. Kavanagh confirmed that they will continue to have resignations on the agenda.

IX. OLD BUSINESS

A. Approve the Fiscal Year 2025 Budget Message

Ms. Kavanagh noted that the Budget Message is included in the packet.

Mr. Handler suggested an amendment, first paragraph, last sentence, “I” amended to “we” (the Select Board)

Mr. MacAskill moved to approve the Fiscal Year 2025 Budget Message as presented and as amended, seconded by Mr. Howell.

Vote 4:0 in favor. Motion carried.

B. Discussion and vote to adjust Fiscal Year 2023 Disposal Area fees for various commercial disposal, effective January 2024, as recommended by the Director of Public Works

Mr. Powers noted a scrivener’s error and corrected the year to Fiscal Year 2024.

Mr. MacAskill moved to approve to adjust Fiscal Year 2024 Disposal Area fees as presented, seconded by Mr. Howell.

Mr. MacAskill commented on a previous conversation about this subject and asked that Mr. Hooper keep track of how much the tonnage goes down and the impact.

Mr. Hooper responded that this is already being tracked.

November 6, 2023

Mr. Handler referred to a previous meeting when Clifton, Larson and Allen Consultants were present. He noted statements that they had made regarding rate increases. He asked Mr. Hooper to confirm that the rate increase is to be proactive for future escalations.

Mr. Hooper responded that the recommendations are covering escalating that they have already experienced and which he explained in detail.

Mr. Powers recognized the work of the Finance Director Kathleen Barrette and others in the disposal area who worked as a team with him analyzing reports.

Mr. Howell commented that he is in favor of this as it is an offset against the whole operation.

Ms. Kavanagh noted that they are providing a service that no other towns have and she is in favor of the increase so they can continue to effectively provide the service.

Vote 4:0 in favor. Motion carried.

C. Discussion on items related to committee charges and template

Ms. Kavanagh noted that Mr. Handler had worked hard on the template and asked if there was further discussion.

Mr. Howell commented that it is commendably short which he appreciates for reasons that he noted.

Mr. Handler commented that it is in a format that is user friendly and any Committee's Charge will look the same in terms of how it is laid out. However, the verbiage will not be the same.

With the Boards' consensus, no vote was necessary.

X. CONTRACTS

A. Vote to approve a contract with CRF Inc. in the amount of \$89,900.00 to replace the moving wall partition at 204 Sisson Road

Mr. MacAskill moved to approve a contract with CRF as presented, seconded by Mr. Howell.

Vote 4:0 in favor.

B. Vote to approve a contract with Morton Salt, Inc. for road salt purchased at \$72.06 per ton with a not-to-exceed amount of \$144,120.00

November 6, 2023

Mr. Handler moved to approve a contract with Morton Salt as presented, seconded by Mr. MacAskill.

Vote 4:0 in favor.

C. Discussion and possible vote to accept Amendment #3 of the Inter-municipal Agreement for Information Technology services between the County of Barnstable and the Town of Harwich

Mr. Handler moved to accept Amendment #3 as presented, seconded by Mr. MacAskill.

Mr. Powers explained Amendment #3 in detail noting that it extends the agreement between the town and county through June 30, 2025. He also explained Exhibit C4 and how it affects the town. He recommended that the town adopt the Amendment and gave reasons for that recommendation. The extension is requested at this time because the IMA is scheduled to cease in the middle of the calendar year.

Mr. MacAskill asked Mr. Powers to provide the Board with what the town pays and has paid in totality for IT over the last five years and compare it to what is being spent. He also commented on the number of tests that they are asked to take regarding data breaches.

9

Mr. Howell commented that he would like to see the data and look at it to create a plan for the future.

Mr. Powers explained the options for the Select Board regarding the IT Plan.

Ms. Kavanagh asked for confirmation that they are accurately covering all three servers.

Mr. Powers confirmed that they are covering the three servers.

This agenda item will be continued until next week's meeting.

TOWN ADMINISTRATOR'S REPORT:

Mr. Powers reported that Joan Seely from the DPW has retired and he wished her a long, happy, healthy retirement. He has appointed Caitlyn Smith to serve as the head Clerk for the Department of Public Works and she will start on November 6, 2023..

SELECT BOARD'S MEMBER REPORT:

Mr. Handler reported that he will be scheduling the next Select Board office hours and will announce that date at the next Select Board meeting.

November 6, 2023

CORRESPONDENCE:

None

ADJOURNMENT:

Mr. MacASkill moved to adjourn, seconded by Mr. Handler.

Vote 4:0 in favor. Motion carried.

Meeting adjourned.

Respectfully submitted,

Judi Moldstad
Board Secretary

November 6, 2023



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

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

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

**CITIZEN'S COMMITTEE VACANCY FORM
BOARD OF SELECTMEN**

732 Main Street, Harwich, MA 02645

Name Paul Deane Street/P [REDACTED]

Occupation RETIRED Email [REDACTED]

(LIST IN ORDER OF PREFERENCE)

PLANNING AND PRESERVATION

- Agricultural Commission
- *Board of Appeals
- Brooks Academy Museum Commission
- Building Code Board of Appeals
- By-law/Charter Review Committee
- Community Preservation Committee
- *Conservation Commission
- Cultural Council
- Historical/Historic District Commission
- *Planning Board
- Real Estate, Open Space Committee
- Town Forest Committee
- Traffic Safety Committee
- Trail Committee
- Harwich Energy Committee
- OTHER _____

OTHER

- *Board of Assessors
- *Board of Health
- Capital Outlay Committee
- Cemetery Commission
- Community Center Facilities Committee
- Constable
- Council on Aging
- Disability Rights Committee
- Finance Committee
- Harwich Housing Committee
- Herring Supervisor (Voluntary)
- Saquatucket Development Committee
- Shellfish Constable (Voluntary)
- Treasure Chest Committee
- Wastewater Support Committee
- Youth Services Committee
- Voter Information Committee

RECREATION

- Bikeways Committee
- Golf Committee
- Recreation & Youth Commission
- Waterways Committee

* Please include a resume with form

EDUCATIONAL BACKGROUND

Harwich Schools
Northeastern University, Boston BA
Georgia Tech, Atlanta, MS
Suffolk University, LLD

RELEVANT SKILLS

Married, 2 children, 2 grandchildren
Retired: Lawyer, CEO state pension plans (3), Investment Executive (NYC)
Veteran: USN officer (Viet Nam combat service)
Current Town service: Caleb Chase Fund Trustees (Chr) 35 yrs, Capital Outlay Committee
Past Town service: State Senator Town Moderator, Cemetery Commission (Chr),
Planning Board, Board of Appeals

REASONS FOR INTEREST IN COMMITTEE/COMMISSION/BOARD

After spending most of life dividing time in various locations, my wife and I have now decided to return to living full-time in Harwich. Among the terrific life style of living on Cape Cod year-round now offers is the opportunity to offer my experience in government, legal training, business and 80 years of life to the Town. I would welcome the opportunity where it is felt my services are of best use. I'm a former President of the Harwich Historical Society, conduct summer tours of historic Harwich Center, and come from a family with a long history on Cape Cod (11 generations). I drafted the original land bank legislation that has allowed for municipal funds (CPA grants). I drafted the first Zoning By-Laws for two Cape Cod towns back in the early 1970's. I have spent my life working with people and committees and look forward to further service in that regard.

NEW BUSINESS



P.O. Box 101, South Harwich, MA 02661
Ph. 508-432-3997 • E-mail: info@harwichconservationtrust.org
www.harwichconservationtrust.org

November 1, 2023

Julie Kavanagh, Vice Chair
Town of Harwich Select Board
732 Main Street
Harwich, MA 02645

Dear Ms. Kavanagh and Select Board,

On behalf of the Harwich Conservation Trust, we respectfully ask to appear at your Monday, November 13, 2023 open session meeting to seek your review and approval of the attached conservation restriction (CR) that will help enable the Harwich property owner to preserve their land for conservation and water quality protection purposes.

Elephant Walk CR - 90 Squantos Path, Harwich (and 0 Squantum Path Brewster), shown as Lot G1-1 on Assessor's Map 100. This approximately 7.6-acre area to be protected includes 2.6 acres within the Town of Harwich and 5 acres within the Town of Brewster. The property borders Hinckleys Pond, the Punkhorn Parklands and the Hinckley Pond CR to the north-east. The property lies within a Zone II area of Contribution to Public Water Supply and will connect and enhance wildlife and habitat protection within a BioMap critical natural landscape. The land owners Jacob Brown II and Earl Watson III, Trustees of the Nominee Trust, will retain ownership of the property and gift the CR to the Harwich Conservation Trust and the Brewster Conservation Trust, as co-grantees.

This CR was previously reviewed by the Select Board in September of 2022, however we faced significant delays in the required state Executive Office of Energy and Environmental Affairs review, and have only now received state agency approval to finalize the CR. Minor edits made since the CR was last reviewed by the Select Board have been highlighted within the text.

We look forward to answering questions during your November 13 meeting.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Lach". The signature is written in a cursive, flowing style.

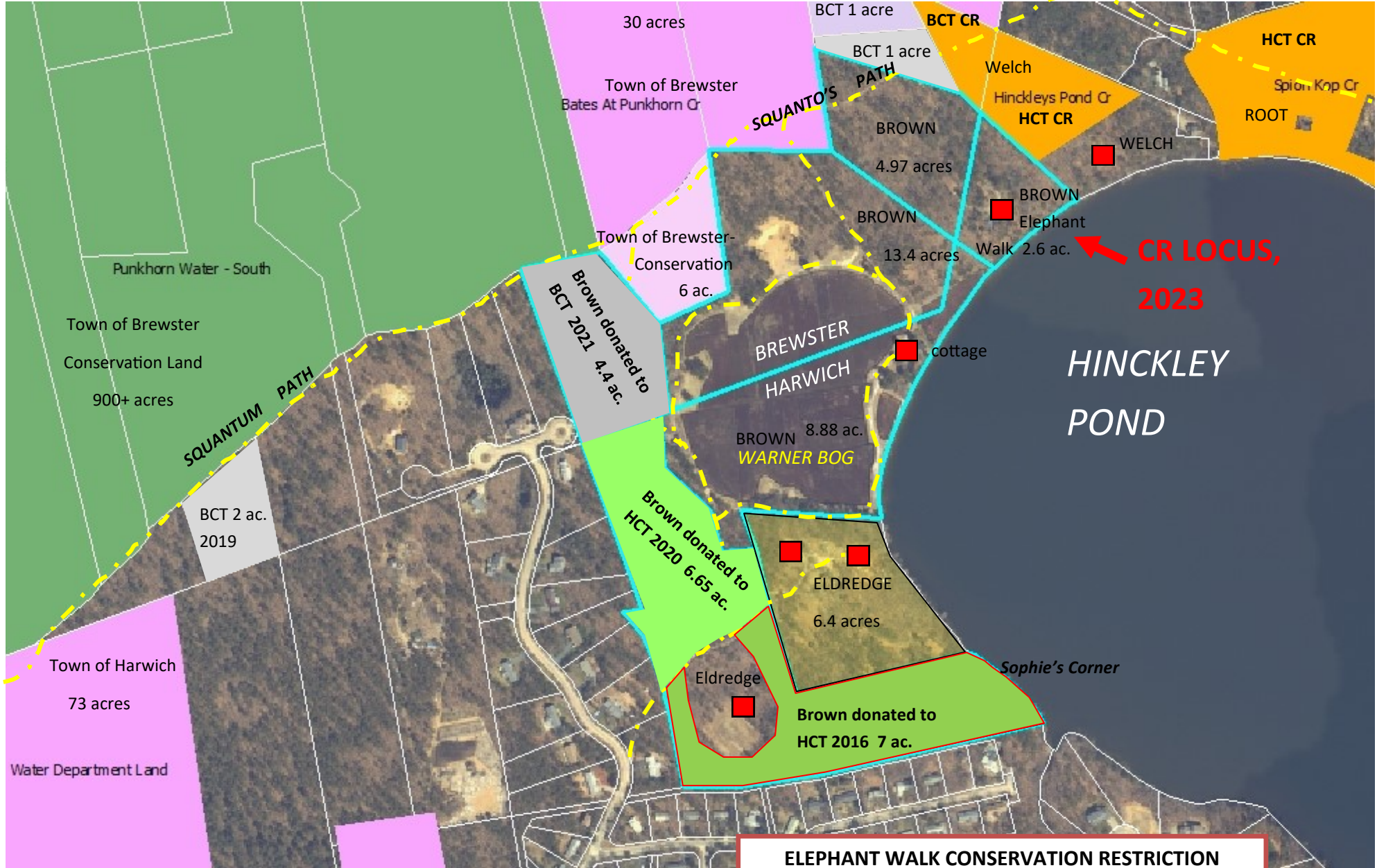
Michael W. Lach
Executive Director

Attachments: Conservation Commission letter of recommendation, map, conservation restrictions

**BROWN = 25.87 acres in Brewster
2015 25.11 acres in Harwich**

**BROWN = 18.37 acres in Brewster
2021 11.85 acres in Harwich**

**BROWN = proposed CR on 4.97 acres in Brewster
and 2.97 acres in Harwich**



ELEPHANT WALK CONSERVATION RESTRICTION
Brown Family, Squantum Path , Brewster & Harwich
PROTECTED OPEN SPACE 2022

GRANTOR: Jacob F. Brown II & Earl E. Watson, Trustees, Nominee Trust u/d/t January 26, 1988

GRANTEE: Brewster Conservation Trust & Harwich Conservation Trust

ADDRESS OF PREMISES: 90 Squantum Path, (AKA Squanto's Path) Brewster/Harwich, MA

FOR GRANTOR'S TITLE SEE: Barnstable Land Court Registry Certificate # 190487

FOR PLAN OF RECORD SEE: Land Court Plan # 18475C; Lot 3

CONSERVATION RESTRICTION

JACOB F. BROWN II & EARL E. WATSON, as TRUSTEES OF NOMINEE TRUST u/d/t January 26, 1988 and filed with the Barnstable County Land Registry District as Document No. 449917 on Certificate No. 113488, with a mailing address of 100 Newbury Court Suite 313, Concord, MA 01742 owner of the Premises as defined herein, constituting all of the owners of the Premises as defined herein, for our successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws,

grant, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, and for nominal consideration, as a gift, **with QUITCLAIM COVENANTS**, to

THOMAS M. EVANS, COLIN A. LEONARD, DONNA J. PETERSON, , PATTI A. SMITH, ANDREA SILBERT, MATTHEW CUSHING, BRUCE NIGHTINGALE, JONATHON IDMAN, ANN LAMBERTUS, BONNIE L. LOEDEL, HERB RAFFAELE and NANCY POOR, as TRUSTEES of the HARWICH CONSERVATION TRUST, established under Declaration of Trust dated September 24, 1988 and recorded in the Barnstable County Registry of Deeds in Book 6456, Page 222, and in the Barnstable County Land Registry District as Document No. 615,918 on Certificate of Title # 36732, as amended, with an office address at 947 Route 28, South Harwich, MA and a mailing address of P.O. Box 101, South Harwich, MA 02661, their successors and permitted assigns ("Primary Grantee"),

and,

JOSEPH BIERNAT, , BETH FINCH, DEBRA JOHNSON, PETER JOHNSON, MARTIN KAMARCK, DONALD KEERAN, JOHN LAMB, STEPHEN McKENNA, HAL MINIS, BONNIE NEWMAN, ROGER V. O'DAY, PETER W. SOULE, CHARLES L. SUMNER, ROSEMARY VAN ANTWERP and SEAMUS WOODS, as Trustees of the BREWSTER

CONSERVATION TRUST, under a Declaration of Trust dated June 22, 1983 and recorded with the Barnstable County Registry of Deeds in Book 3791, Page 25, and with the Barnstable County Land Registry District as Document # 325521 on Certificate of Title # 94635, as amended, with an address of 36 Red Top Road, Brewster, MA, 02631, their permitted successors and assigns (“Secondary Grantee”),

the following Conservation Restriction on land located in the Towns of Brewster and Harwich, County of Barnstable, Commonwealth of Massachusetts, containing the entirety of an approximately 7.57-acre parcel (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached sketch plans in Exhibit B and Exhibit C, all of which are incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

The conservation values include the following:

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of Brewster and Harwich and its protection will enhance the open-space value of the Premises as well as other protected open space parcels, including land-trust owned parcels immediately north and abuts the Town of Brewster’s Punkhorn Parklands to the west (900+ acres). (See Appendix I in Baseline Report.)
- Protection of Wildlife Habitat. The Premises contains Massachusetts Natural Heritage & Endangered Species Program (“NHESP”) Priority Habitat for Rare Species and Estimated Habitat for Rare Species. The Premise falls completely within BioMap2 Critical Natural Landscape. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan. Therefore, the protection of the Premises aligns with NHESP’s wildlife and habitat protection objectives and would ensure perpetual protection for each of these state-recognized habitats. (See Appendix L in Baseline Report.)
- Anadromous Fish Habitat. In 1978 the Massachusetts Coastal Zone Management Program identified Hinckley’s Pond as a spawning pond, part of the anadromous fish run in Herring River, which has seen as many as 247,000 fish migrate upstream annually in the past decade, according to the Association to Preserve Cape Cod, one of the top three runs on Cape Cod. The Premises protects about 500 feet of wooded shoreline on the Pond.

- Water Quality Protection. The Premises falls within the Department of Environmental Protection’s Zone II Area of Contribution, the protection of which is critical to maintaining the public drinking water supply. In addition, the Premises contributes to the watershed and recharge areas to both the Herring River and Hinckley’s Pond, a Commonwealth Great Pond in Brewster and Harwich. (See Appendix K in Baseline Report.) In 2002, The Compact of Cape Cod Conservation Trusts, Inc. produced a Priority Ponds Project that identified the Premises as one of the Top 200 most important pondshore parcels to protect on Cape Cod.
- Forest Protection. In 2015, the Massachusetts Division of Fisheries and Wildlife completed an update to the State Wildlife Action Plan (SWAP) presenting 570 Species of Greatest Conservation Need in the Commonwealth and 24 types of habitat to support these species. One large-scale habitat described within the SWAP is Pitch Pine-Oak Upland Forest, which provides large woody habitats for reptiles, amphibians and invertebrates, and food sources for mammals and insects (Chapter 4, p. 52). About 90 Percent of the Premises is composed of mature pitch pine/oak woodland with no invasive species. (See Appendix M in Baseline Report.)
- Consistency with Clearly Delineated Barnstable County Conservation Policy. Protection of the Premises will assist in achieving Barnstable County conservation goals. In July 1991, the Barnstable County Assembly of Delegates, pursuant to the Cape Cod Commission Act (Chapter 716 of the Acts of 1989), adopted a *Regional Policy Plan (RPP)*, amended in 1996, 2002 2009, 2012, and 2018 which provided, *inter alia* (references are to the 2018 RPP):
 - “To protect, preserve, or restore wildlife and plant habitat to maintain the region’s natural diversity” (Wildlife and Plant Habitat Goal, p. 55).
 - In reference to this Wildlife and Plant Habitat Goal, the RPP states, “For many years habitat loss due to development has been the primary threat to the region’s habitats” (p. 32);
 - “To conserve, preserve, or enhance a network of open space that contributes to the region’s natural and community resources and systems” (Open Space Goal, p. 55).
 - In reference to this Open Space Goal, the RPP states, “[t]he open space of the Cape is critical to the health of the region’s natural systems, economy, and population. Open space provides habitat for the region’s diverse species and protection of the region’s drinking water supply” (p. 30); and,

Granting this Conservation Restriction will advance each of these goals. The Wildlife and Plant Habitat Goal will be advanced because the Premises lies primarily within an NHESP Priority Habitat of Rare Species. Additionally, the Premises lies entirely within an NHESP BioMap2 Critical Natural Landscape. This Conservation Restriction will ensure that these important habitats remain undisturbed in perpetuity. The Open Space Goal will be served in preventing development on the Premises.

Consistency with Clearly Delineated Town of Brewster Conservation Policy. Protection of the Premises will further the Town of Brewster’s documented goals regarding

conservation of land. In 2020, the Town of Brewster outlined its conservation goals in its updated *Open Space and Recreational Plan*, identifying policies and actions to guide conservation efforts. Protecting this Premises from development supports the Town's goals for maintaining open space, preserving the rural and scenic character of the area, and protecting habitat diversity and fresh surface waters.

Additionally, the Town of Brewster has adopted a *Conservation Restriction Program* ("CRP"), consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1989, to encourage the use of conservation restrictions as a means of "preserving open space, forest lands, and natural habitat of fish, wildlife or plants and providing scenic enjoyment, outdoor recreation and education of the public" in perpetuity. The Program further specified that purposes of a conservation restriction could include the following:

- preserve important natural habitats and rare species;
- to prevent the cutting of trees or forests;
- to protect groundwater quality for drinking purposes;
- protect a shoreline; and,
- limit or prevent construction on land of natural resource value.

This Conservation Restriction therefore aligns well with the Town of Brewster's *Conservation Restriction Program*.

Consistency with Clearly Delineated Town of Harwich Conservation Policy. Protection of the Premises will further the Town of Harwich documented goals regarding conservation of land. In 2010, the Town of Harwich outlined its conservation goals in its updated *Open Space and Recreational Plan*, identifying policies and actions to guide conservation efforts. Protecting this Premises from development supports the Town's goals for maintaining open space, preserving the rural and scenic character of the area, and protecting habitat diversity and fresh surface waters:

- Goal II, Objective I: Identify parcels for acquisition...that would contribute to the town's open space goals and objectives. Encourage acquisition of parcels that abut existing conservation and open space land. Particular emphasis should be placed on: ...Rare species habitat and other critical habitat and natural communities, including the state's BioMap and Living Waters Map;
- Goal VI: Preserve and Enhance the Following Natural Resources: Groundwater and Surface Water; Coastal Water and Adjacent Shoreline Areas; Inland and Coastal Wetlands; and Wildlife and Plant Habitats;
 - Objective 1. Maintain the overall quality and quantity of Harwich's ground water to ensure a sustainable supply of high quality, minimally treated drinking water;
 - Objective 8. Preserve, protect and enhance the quality and quantity of inland and coastal wetlands in Harwich;
 - Objective 9. Continue to prevent the loss or degradation of critical wildlife and plant habitats, minimize the impact of new development on wildlife and plant habitats, and maintain existing populations and species diversity.

Additionally, the Town of Harwich has adopted a *Conservation Restriction Program*, consisting of policies and guidelines approved by the Board of Selectmen, Assessors and Conservation Commission in 1991, which specified that purposes of a conservation restriction could include the following:

- to prevent disturbance of wetlands;
- to protect groundwater quality for drinking purposes;
- to prevent the cutting of trees or forests;
- to preserve important natural habitats and rare species;
- to limit or prevent construction on land of natural resource value; and,

The purposes of this Conservation Restriction align well with the Town of Harwich's *Conservation Restriction Program*.

- Consistency with Clearly Delineated Federal Conservation Policy. Protection of the Premises meets the definition of "conservation purposes" as defined in 26 CFR 1.170A-14(d)(1), because its conservation would contribute to the preservation of open space located adjacent to several other parcels already conserved, owned variously by the Town of Brewster, the Brewster Conservation Trust and the Harwich Conservation Trust.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, road, wind turbine, antenna, utility pole, tower, ground-mounted solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation, except as outlined in the Reserved Rights and Exceptions;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Hunting and trapping; animal husbandry or the keeping of horses;
- (7) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
- (9) Except as required in the exercise of a right reserved under Paragraph III.C., use of the Premises towards building or development requirements on this or any other parcel. The development rights which are encumbered and extinguished by this Conservation Restriction shall not be transferred to any other property pursuant to a transferable development rights plan, cluster development plan, or otherwise;
- (10) The use of the Premises for business, residential, or industrial use, or commercial recreation;
- (11) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the

- present condition of the Premises, including vistas as documented in the Baseline Report, woods roads and trails; the harvesting of firewood for personal use, not to exceed one (1) cord per year;
- (2) Non-Native or Nuisance Species. The removal of non-native or nuisance species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
 - (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
 - (4) Wildlife Habitat Improvement. With the prior written approval of Grantees, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
 - (5) Signs. The right to install, maintain and replace small signs with respect to hunting, trespass, identity of Grantor and Grantees, sale of the Premises, the protected conservation values (but specifically not any listed rare species), and similar signs, so long as such signage is consistent with the purposes of this Conservation Restriction;
 - (6) Outdoor Passive Recreational Activities. Non-commercial, passive recreational uses of the Premises, which may include walking, camping, jogging, cross-country skiing, bird watching, hiking, wildlife observation, nature study, photography, sketching, painting, and other similar activities that do not conflict with the conservation values and that are permitted by law;
 - (7) Trails. The right to create, modify, maintain (not to exceed six (6') feet in width), use (limited to such uses as described in this Paragraph II.B) and abandon foot trails, and to place simple sitting benches along said foot trails and at the pond shore, provided that the Grantees approve any new foot trails prior to construction; the right to install, maintain, replace and use the existing path and stairs to the pond shore over the pond bank on the northeastern portion of the Premises and the trail on the southeastern portions of the Premises, all as described in the Baseline Report;
 - (8) Use of Maintenance Vehicles. The right to use maintenance vehicles onsite as reasonably necessary in exercising the reserved rights set forth in this paragraph II.B, provided that such vehicle use is limited to established trails to the extent possible;
 - (9) Unauthorized Vehicles & Dumping. With prior approval by Grantees, active measures to prevent unauthorized vehicle entry and dumping;

- (10) Road Improvement. The maintenance, use and improvement of East Gate Road and Squanto's Path (AKA Squanto's Path) and the driveway into the Premises for safe vehicular passage, proper drainage and fire control, so long as they are not surfaced with impervious materials, relocated or otherwise altered from their historic rural character;
- (11) Utilities. Installation of solar panels and associated lines and equipment on any allowed structure, but panels may not be mounted on or elevated above the ground. All utilities lines shall be buried and shall serve the single family dwelling and permissible outbuildings in the Building Envelope, exclusively;
- (12) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph II.B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
- (13) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph II.B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantees or the Commonwealth takes any position whether such permit should be issued.
- (14) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph II.B shall follow, when available and if applicable, established, up to date, and regionally applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Building Envelope.

The Grantor reserves the right to conduct or permit the following activities and uses only within an area of one (1) acre, more or less, which is described in Exhibit A and shown on the sketch plan in Exhibit C as "Building Envelope" in addition to the Permitted Acts and Uses described in Paragraph II.B, and otherwise subject to this Conservation Restriction:

- (1) Subject to the regulations of the Town of Harwich and any other applicable laws or regulations, and with prior notice to Grantee, Grantor may use, rebuild, reconstruct, repair, maintain, replace and expand the existing single-family dwelling and to construct, use, repair, maintain, replace and expand an additional single-family dwelling or accessory

dwelling unit, and install and maintain utilities relevant thereto, including wells and subsurface sewage disposal systems, so long as the dwellings and/or units, whether newly constructed, expanded, or replaced, meet the following dimensional limitations and other conditions in this Paragraph II.C:

- a. Said dwellings or unit, as expanded or relocated, shall be located no closer to the top of the bank of Hinckleys Pond than currently exists;
 - b. Said dwellings or units shall not exceed, at any point in time, a cumulative gross floor area, as defined hereinbelow, of Three Thousand (3,000) square feet.¹
- (2) “Gross floor area”, for the purposes of this Conservation Restriction, shall be defined as the sum of the gross horizontal area located on one ground floor only of all buildings on the Premises as measured from the exterior face of exterior walls, without deduction for hallways, stairs, closets, thickness of walls, columns or other features, which are capable of being used for human occupancy, including living, sleeping, cooking, eating, or heated storage purposes. Finished portions of attic, garage, or other outbuilding space (but not basements) that meet these definitions shall be included in the calculation of total gross floor area.
- (3) The Grantor agrees to and shall submit to the Grantees in its notice required by Paragraph III.C.(1) sufficient stamped engineered plans and other materials necessary for the Grantees to make an informed judgment as to compliance of the work with the dimensional limitations and other applicable limitations of this Conservation Restriction.
- (4) Grantor agrees to remove any former dwelling and its debris from the Premises within six (6) months of the issuance of the occupancy permit for any new dwelling, so that the effect will be to maintain no more than two (2) dwellings and one accessory garage apartment in the Building Envelope;
- (5) Subject to local permitting authority and other applicable laws and regulations, there is no limit on the number or size or use of other structures within the Building Envelope, provided, however, that such structures shall contain no habitable space, are not sited below the topographic contour that is Sixty (60) feet above mean sea level, and are not located within Fifty (50’) feet of the top of the pond bank or within One Hundred (100’) feet of Hinckleys Pond, whichever is more;
- (6) Outdoor patios of impermeable material may be installed, maintained and replaced for up to a combined total of One Thousand Three Hundred (1300) square feet adjoining one or both of the permitted dwellings or units;
- (7) The Building Envelope shall not be used for the purpose of calculating the amount of Grantor’s land or any other person’s land for subdivision, permissible lot or residential

¹ In 2022, the Town of Harwich assessors’ card determined that there is One Thousand Six Hundred and Seventy-six (1,676 sq. ft.) square feet in the gross floor area of the existing dwelling.

units yield beyond the units described hereinabove, nor shall the Building Envelope be used as off-site open space or nitrogen mitigation credit for development projects.

- (8) No portion of any residential or non-habitable structure, including any patio, within the Building Envelope may be sited below the topographic contour that is Sixty (60') feet above mean sea level.
- (9) A second dwelling or accessory dwelling unit may only be constructed during the ownership tenure of Jacob F. Brown II and Barbara C. Brown, beneficiaries of the Nominee Trust u/d/t January 26, 1988 and their lineal descendants. If no second dwelling or accessory dwelling unit has been built by the time that ownership is conveyed to a person or entity who is not a lineal descendant of said persons, then the right to create a second dwelling or accessory dwelling unit is terminated and the total gross floor area of living space cited in Section C.1.b hereinabove shall be reduced from Three Thousand and 00/00 (3,000.00) square feet to Two Thousand and 00/100 (2,000.00) square feet.
- (10) The Grantors may conduct office work from the dwellings associated with remote work-from-home activities.
- (11) The use, storage, and parking of vehicles is permitted within the Building Envelope.
- (12) Grantor may use, maintain and repair any permitted structure within the Building Envelope without notice to or approval by Grantee, so long as there is no expansion or relocation of said structure.

D. Notice and Approval.

Whenever notice to or approval by Grantees is required, Grantor shall notify each Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantees to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantees' approval is required, Grantees shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantees' approval shall not be unreasonably withheld but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Where Grantees' approval is required, the Secondary Grantee, within thirty (30) days of receipt of Grantor's request, shall notify the Primary Grantee of the Secondary Grantee's decision. Within sixty (60) days of the Primary Grantee's receipt of Grantor's request, the Primary Grantee shall either affirm, amend or reverse the decision of the Secondary Grantee, shall notify the Secondary Grantee thereof in writing, and shall issue its decision to the Grantor in writing. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no decision is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall proceed to issue its decision within sixty (60) days of Grantor's request. Grantees' approval shall only be granted upon a showing that the proposed activity will minimize

impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantees may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.

Grantees agree to use reasonable diligence to respond to Grantor's request within 60 days of delivery. Grantees' failure to respond within the sixty (60) calendar day period shall be deemed a denial of the request (hereinafter, a "Deemed Denial"). A Deemed Denial is not final or binding on Grantees, and Grantor may submit the same or a similar request for approval.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantees for the enforcement of this Conservation Restriction. Grantees agree to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantees determine there is no ongoing diminution of the conservation values of the Conservation Restriction. Prior to instituting litigation to enforce any violations of this Conservation Restriction, the Grantees shall first notify the Grantor and request the Grantor to remedy the violation; if the violation is not remedied within sixty (60) days, then the parties shall make a good faith effort to mediate the dispute before litigation is commenced, provided the Grantor ceases the violation immediately upon receipt of notice of the violation and makes a good faith effort to remedy the violation.

Grantees shall not, however, have the right to bring an action against Grantor with respect to a violation of this Conservation Restriction by trespassers or other third persons whose entry on the Premises is not authorized or not voluntarily acquiesced in by Grantor; Grantor agrees that Grantor will not voluntarily acquiesce in any violation of this Conservation Restriction by trespassers or such other third persons; and Grantor further agrees that Grantor will make reasonable efforts to deter such activities and to remedy the violation and will cooperate with Grantees to enforce this Conservation Restriction against trespassers and such other third persons.

Grantor covenant and agree to reimburse to Grantees all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

Coordination between Primary and Secondary Grantee. Whenever there is a question of whether there is a violation of this Conservation Restriction, or how to proceed in addressing the

violation, the Primary Grantee shall consult with the Secondary Grantee. The Primary Grantee shall then determine whether there is a violation and how to proceed in addressing the violation. The Primary Grantee's decision shall in all cases be the final and controlling decision binding on both Grantees. In the event that no response is received from the Secondary Grantee within thirty (30) days, the Primary Grantee shall notify Grantor and proceed as provided in Section II.D.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantees. Any election by the Grantees as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantees do not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantees or its agents.

D. Acts Beyond the Grantors' Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantees to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantees will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantees, or their duly authorized agents or representatives, the right to enter the Premises (i) after reasonable notification, at reasonable times and in a reasonable manner, for the purpose of inspecting the Premises to determine compliance with the provisions of this Conservation Restriction or to enforce it; and, (ii) after sixty (60) days prior written notice, except in an emergency in which case notice shall be given as soon as is practicable, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or enforce any violation hereof unless the Grantor have prior to the expiration of said sixty (60) days given written notice to the Grantees reasonably addressing all alleged violations and setting forth a reasonable plan to remedy any such alleged violation and has ceased the activity and made reasonable efforts to begin remediation. The Grantor also grants to the Grantees, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

This Conservation Restriction shall have no effect on pre-existing rights of the public, if any, to pass or repass with vehicles on Squanto's Path (also known as Squantum Road), as said way passes through the Premises.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V.B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantees shall use their share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantees agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantees, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantees' property right is as of the Effective Date (See Paragraph X) and will be determined by an appraisal. Such proportionate value of the Grantees' property right shall remain constant. **The Grantees shall share equally in any net proceeds they are entitled to.** Grantor shall provide Grantees with a complete copy of any qualified appraisal performed for Grantor to determine the proportionate value as provided herein, as may be required under the Internal Revenue Code.

C. Grantor/Grantees' Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantees shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantees shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantees in accordance with Paragraph V.B above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantees shall use their shares of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantees its attorneys-in-fact to execute, acknowledge and deliver any such instruments on their behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantees, except in the following instances:

As a condition of any assignment, the Grantees shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantees not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Primary Grantee shall, within thirty (30) days written notice, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this

Conservation Restriction, and which otherwise evidences the status of this Conservation Restriction as may be requested by the Grantor.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantees agree that they will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/ Release/ Extinguishment); or
7. cause the provisions of this Paragraph X to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive.

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Towns of Harwich and Brewster and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the Barnstable Land Registry District.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantees have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Barnstable Land Registry District.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Jacob F. Brown II & Earl E. Watson, Trustees
100 Newbury Court Suite 313,
Concord, MA 01742

To Co-Grantees: Harwich Conservation Trust
P.O. Box 101
S. Harwich MA 02661
and,
Brewster Conservation Trust
36 Red Top Road
Brewster MA 02631

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-Existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Subordination. The Grantors shall record in the Barnstable Land Registry District simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Homestead Waiver. The Grantors hereby release, agree to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agree to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantors reserve and retain any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

D. The following signature pages are included in this Conservation Restriction:

Grantors – Jacob F. Brown II & Earl E. Watson, Trustees
Grantee Acceptance – Harwich Conservation Trust
Grantee Acceptance – Brewster Conservation Trust
Approval by Brewster Select Board
Approval by Harwich Board of Selectmen
Approval of the Secretary of Energy and Environmental Affairs.

E. The following exhibits are attached hereto and incorporated herein:

Exhibit A: Description of Premises
Exhibit B: Reduced Copy of Plan of Premises
Exhibit C: Sketch of Building Envelope

WITNESS our hands and seals this ____ day of _____, 2023,

GRANTOR:

Nominee Trust u/d/t January 26, 1988

BY:

Jacob F. Brown II, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appear, Jacob F. Brown, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

WITNESS our hands and seals this ____ day of _____, 2023,

GRANTOR:

Nominee Trust u/d/t January 26, 1988

BY:

Earl E. Watson, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

_____, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appear, Earl E. Watson, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.

Notary Public
My Commission Expires:

**TRUSTEES'
CERTIFICATE**

Nominee Trust u/d/t January 26, 1988 was formed in 1988 as described in Document No. 449917 and noted on Certificate of Title No. 113488, recorded in the Barnstable Land Registry District, and is currently in full force and effect and has not been revoked.

The current Co-Trustees are Jacob F. Brown II & Earl E. Watson, who have authority under Section 2 of said Trust document to convey real estate interests, such as Conservation Restrictions with the consent of the beneficiaries.

Insofar as it may be required by the instrument, the beneficiaries have consented to the transfer of a Conservation Restriction on 90 Squanto's Path (AKA Squanto's Path) in Brewster and Harwich MA to the Harwich Conservation Trust and Brewster Conservation Trust on or about the ____ day of _____ 2023

The beneficiaries are of full age and competent.

WITNESS my hand and seal this ____ day of _____, 2023,

Nominee Trust u/d/t January 26, 1988
BY:

Jacob F. Brown II, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appear, Jacob F. Brown, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.

Mark H. Robinson, Notary Public
My Commission Expires: 8 July 2027

WITNESS my hand and seal this ____day of _____, 2023,

Nominee Trust u/d/t January 26, 1988

BY:

Earl E. Watson, Trustee, and not Individually

COMMONWEALTH OF MASSACHUSETTS

_____, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appear, Earl E. Watson, Co-Trustee, and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Trust.

Notary Public
My Commission Expires:

**ACCEPTANCE OF GRANT BY
TRUSTEES OF THE BREWSTER CONSERVATION TRUST**

Pursuant to a majority vote of the Board of Trustees to accept the above Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees, the Trustees accept said Restriction this ___ day of _____, 2023.

THE BREWSTER CONSERVATION TRUST

By its Trustees,

MARTIN KAMARCK, President

JOSEPH BIERNAT

BETH FINCH

SEAMUS WOODS

DEBRA JOHNSON

PETER JOHNSON

ROSEMARY VAN ANTWERP

DONALD KEERAN

JOHN LAMB

STEPHEN McKENNA

HAL MINIS

BONNIE NEWMAN

ROGER V. O'DAY

PETER W. SOULE

CHARLES L. SUMNER

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Date: _____, 2023

Then personally appeared the above-named _____

Trustees of the Brewster Conservation Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document, and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Brewster Conservation Trust, before me.

Mark H. Robinson, Notary Public
My commission expires: 8 July 2027

**ACCEPTANCE OF GRANT BY
TRUSTEES OF THE HARWICH CONSERVATION TRUST**

Pursuant to a majority vote of the Board of Trustees to accept the above Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees, the Trustees accept said Restriction this ___ day of _____, 2023.

THE HARWICH CONSERVATION TRUST

By its Trustees,

THOMAS M. EVANS, President

COLIN A. LEONARD

DONNA J. PETERSON

HERB RAFFAELE

PATTI A. SMITH

ANDREA SILBERT

MATTHEW CUSHING

BRUCE NIGHTINGALE

NANCY POOR

ANN LAMBERTUS

BONNIE L. LOEDEL

JONATHON IDMAN

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Date: _____, 2023

Then personally appeared the above-named _____

_____, Trustees of the Harwich Conservation Trust, and proved to me through satisfactory evidence of identification, which was personal knowledge of identity, to be the persons whose names are signed on the document, and acknowledged the foregoing instrument to be the free act and deed of the Trustees of the Harwich Conservation Trust, before me.

Mark H. Robinson, Notary Public
My commission expires: 8 July 2027

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Harwich, hereby certify that at a public meeting duly held on _____, 2023, the Selectmen voted to approve the foregoing Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees to the Harwich Conservation Trust and the Brewster Conservation Trust in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

**TOWN OF HARWICH
SELECT BOARD:**

Michael MacAskill

Jeffrey F. Handler

Donald F. Howell

Julie E. Kavanaugh

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____

_____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Brewster, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees to the Harwich Conservation Trust and the Brewster Conservation Trust in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

**TOWN OF BREWSTER
SELECT BOARD:**

Edward "Ned" Chatelain, Chair

David Whitney

Cynthia Bingham

Mary Chaffee

Kari Hoffmann

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____

_____, , and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Jacob F. Brown II & Earl E. Watson, Co-Trustees to the Harwich Conservation Trust and the Brewster Conservation Trust has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of a parcel of registered land and buildings located in the Towns of Brewster and Harwich, Barnstable County, Commonwealth of Massachusetts, containing a total of 7.57 acres, and shown as Lot 3 on a plan filed with the Barnstable County Land Court Registry as Land Court Plan 18475-C, a sketch plan based on which is attached hereto as Exhibit B, known herein as the “Premises.”

Within the Premises, there is an area of the land in Harwich called the “Building Envelope,” reserved for residential uses as described in Paragraph II.C hereinabove and depicted on the sketch plan attached hereto as Exhibit C. The Building Envelope is included in and not excluded from the Premises.

The Building Envelope is more particularly bounded and described as follows:

Beginning at a concrete bound as shown on Land Court Plan 18475-C located on the southerly sideline of the Premises on the intersection with the town boundary line between Brewster and Harwich; thence running,

Northerly along said town line to a point of intersection with the 60-foot above mean sea level topographic contour; thence turning and running,

Easterly and Southerly along said 60-foot contour to a point of intersection with a line running parallel with and extrapolated from the pond-facing side of the existing dwelling owned by the Grantors, so-called Elephant Walk; thence turning and running,

Southwesterly along said line along the pond-facing side of the dwelling to a point on the southerly sideline of the Premises; thence turning and running,

Northwesterly along said southerly sideline to the point of beginning.

Said Building Envelope incorporates one (1) acre, more or less, of the 2.6 acres within the portion of the Premises lying within the town of Harwich.

For Grantor’s title, see Land Court Certificate # 190487.

Town of Brewster Assessors Map 41, Parcel 12 (4.9 acres) 90 Squanto’s Path, Brewster

Town of Harwich Assessors Map 100, Parcel G1-1 (2.6 acres) 90 Squantum Path, Harwich

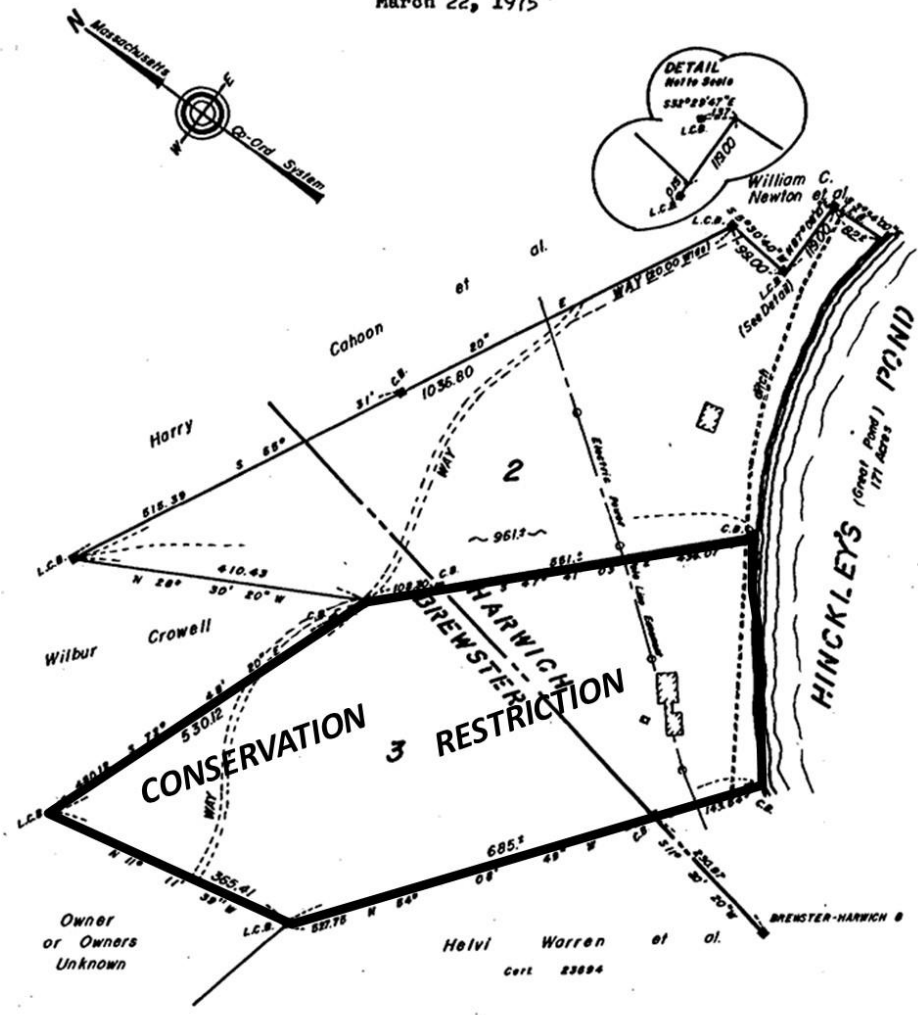
EXHIBIT B
Sketch Plan of Premises
 For official full size plan see LAND COURT PLAN 18475-C.

18475C

SUBDIVISION PLAN OF LAND IN HARWICH AND BREWSTER

Eldredge Surveying Co., Surveyors

March 22, 1975



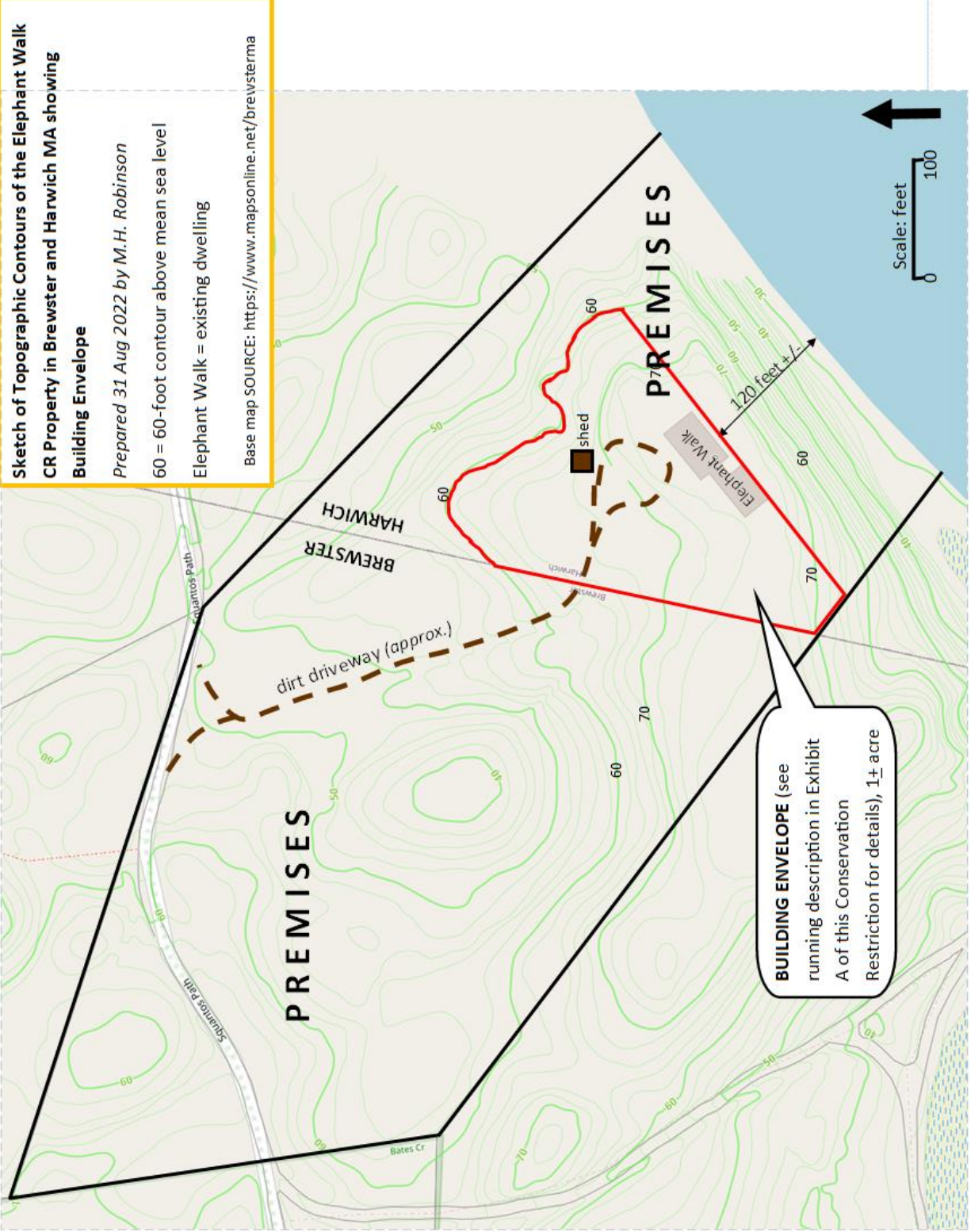
Subdivision of Lot 1
 Shown on Plan 18475B
 Filed with Cert. of Title No. 24147
 Registry District of Barnstable County

Separate certificates of title may be issued for land
 shown hereon as L.C.s. 2, B. 3
 By the Court.

JULY 2, 1975. *Margaret m. Daly*
 Recorder.

Copy of part of plan
 filed in
LAND REGISTRATION OFFICE
 JULY 7, 1975
 Scale of this plan 1/60 feet to an inch
 R.L. Woodbury, Engineer for Court

EXHIBIT C
Sketch of Building Envelope in Harwich





732 Main Street
Harwich, MA 02645

CONSERVATION COMMISSION

CONSERVATION COMMISSION

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

September 22, 2022

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

To the Select Board,

At its September 21, 2022 meeting, the Town of Harwich Conservation Commission voted in favor of recommending your approval and signature of three conservation restrictions that are being coordinated by the nonprofit Harwich Conservation Trust (HCT). Your approval of these conservation restrictions (CR) will help facilitate the natural resource protection of four corresponding properties including:

- 1) Red River CR – 27 Sound View Road, Harwich. This approx. half-acre property is proximal to existing conservation land to the east and south owned by the Chatham Conservation Foundation and will connect and enhance wildlife and habitat protection qualities within the Red River estuary.
- 2) Fenn-Hamilton CR – 595 Queen Anne Road, Harwich. The approx. 1.25-acre area to be protected on this 4.8-acre property falls 100% within a Zone II area of Contribution to Public Water Supply, contains and borders a freshwater wetland, and would add to wildlife habitat protection in the context of land known as Cornelius Pond Woodlands preserved by HCT across Queen Anne Road.
- 3) Elephant Walk CR - 90 Squantos Path, Harwich (and 0 Squantum Path Brewster). This approx. 7.6-acre area to be protected borders Hinckleys Pond, the Punkhorn Parklands and the Hinckley Pond CR to the north-east. The property lies within a Zone II area of Contribution to Public Water Supply and will connect and enhance wildlife and habitat protection within a BioMap2 critical natural landscape.

Each of these conservation restrictions outlines the ecological values (e.g., wildlife habitat, water resource protection, biodiversity, trail connectivity, climate resiliency), prohibited and permitted acts and uses, and legal descriptions of the premises. Your approval and signing of each conservation restriction will help preserve these properties to ensure many conservation benefits as described in each document. Thank you for your time and consideration.

Sincerely,

Amy Usowski
Conservation Administrator

Information Technology

To: Joe Powers, Town Administrator
From: Sarah Eaton, IT Director
Date: 11/8/2023
Re: Information Technology Update

Where we were?

- The Town's Technology services were outdated and had not been upgraded in about a decade. This was leaving to Town at a disadvantage for services to the residents and resulting in an efficient workload. It also left the Town at risk of data breaches and put the town in a vulnerable place with cyber security.
- With the security holes and needing upgrades in equipment and services the Town contracted HubTech and Barnstable County IT to help with securing the gaps in the Town's Technology deficiencies. HubTech was tasked with the network security, monitoring, and server back-ups. Barnstable County IT was tasked with providing Help Desk support, supplemental on-site tech support and facilitating the Microsoft 365 and Munis migrations and upgrades.
- When I joined the Town in the role of IT Director, I got right to work creating an outlay plan for the Technology reinvestment initiative the Town Administrator wanted to implement. The first fiscal year's funding was approved at the May 2023 Town Meeting.

Where we are at?

Technology Reinvestment Initiative:

- Working with departments on the computers and equipment that need replacement.
- Working with HubTech on the network assessment. This assessment gives an overview of the technological needs of each building. This will also give a road map for what order the buildings will be done over the course of the outlay plan.
- The Website Upgrade project is currently in the beginning stages. I've had the first two meetings with CivicPlus going over the timeline, deliverables, and steps for the conversion.

HubTech:

- Monitor the town's network and security, providing back up of servers, provides networking services for FDPD.

Barnstable County IT:

- Providing Help Desk services, augmented on-site support 2 days a week.
- Monitoring of Munis servers.
- Finishing the implementation of Microsoft 365 / Teams migration.
 - Most of the departments have been switched to Teams for the phones. BC IT is finishing up the last few departments to migrate their phones.
 - Most employees are now on M365 for office products.
 - Most departments data have been migrated up to the SharePoint environment. There are a few departments that we are working with getting data into the Cloud.

Where are we going?

- Over the next several months I will be working with CivicPlus and departments to make sure we have a smooth transition to the new website. This work will include meeting deadlines for deliverables, working with departments to clean up their pages, and coordinating training for the new platform.
- Facilitating in the Capital Outlay plan the upgrade of the technical infrastructure in Town buildings. These upgrades will help with the capacity of the technological demands and provide better services to the residents of the Town.
- The IT Department will stay informed about industry standards and changes in technology. By staying informed the department will be able to use best practices and make educational recommendations on equipment or services. These recommendations can range from when it's a good time to upgrade, change services or if something is no longer needed.

Attention: Harwich Select Board Members

Hello, my name is Luke Carroll and I am a Sergeant with the Barnstable County Sheriff's Office. I am writing to request use of the community center in Harwich from 2/20/24-2/23/24 to conduct a four-day Youth academy aimed at providing a supportive environment for children ages 12-16. Currently we offer a four-week academy in the summer but are looking to extend our reach and offer a shortened version for the week of February vacation. This collaborative effort brings together specially trained staff from correctional, educational, police and treatment facilities committed to helping kids achieve important physical, emotional and intellectual developmental goals. Our hope is that we can help with self-control, respect, teamwork, integrity, communication and decision-making skills.

The use of the center in Harwich will allow us to offer our services to kids from down cape that may have not been able to attend our summer program which was based in Barnstable. We do offer this program free to families and would like to ask if you could wave the usage fee in hopes to keep this keep cost down.

Thank you for you consideration and I look forward to this opportunity.

Thanks,
Luke Carroll

Sergeant Luke Carroll

Barnstable County Sheriff's Office

6000 Sheriff's Place

Bourne, Ma 02532

lc Carroll@bsheriff.net

508-563-4328 - Office



508-563-4581 – Fax



NEW BUSINESS

OFFICE OF THE TOWN ADMINISTRATOR

Phone (508) 430-7513

Fax (508) 432-5039

Joseph F. Powers, Town Administrator

732 MAIN STREET, HARWICH, MA 02645

Meggan M. Eldredge, Assistant Town Administrator



Memo

To: Joseph F. Powers, Town Administrator

From: Meggan Eldredge, Assistant Town Administrator

RE: Project Update

Date: November 9, 2023

Attached please find the updated project list relating to procurement. As requested, I have revised the status descriptions in order to better clarify where projects are in the process. The current breakdown of projects is as follows:

	#	% of total	
Awaiting initiation	24	35	funding available, waiting for project lead to initiate action
IFB process	5	7	pre-procurement complete, drafting IFB/RFP
Out to Bid	3	4	Project actively being advertised or bids being evaluated
no bids received	2	3	project went out to bid and no responses received-will go back to awaiting initiation
Contract Awarded	15	22	bids received and contract awarded and project is active (items ordered, construction started, etc)
Project complete	2	3	project has been closed out
Remaining Balance	5	7	initial project complete, \$ remaining in account
withdrawn	0	0	project withdrawn by Dept. Head, TA or SB
ongoing	12	18	Article balance available for various projects at various stages
Total	68	0	

The list above depicts the flow of procurement from appropriation to project fruition. Projects that have been funded but do not have any requests for action before me are labeled "awaiting initiation". Projects that have action taken by the project lead to start the procurement process,

such as submitting a pre-procurement checklist request or providing a scope of work are labeled “IFB process”. This process can take anywhere from two weeks to several months depending on the complexity of the project. Once the project is being advertised, bid solicited, or bids are being evaluated, the project moves into the “out to bid” category.

When no bids are received, the project goes back to square one, or “awaiting initiation”. This happens occasionally and it is up to the project lead to determine next steps and re-initiate procurement.

When a project is labeled “contract awarded”, it can be in varying stages that range from waiting for signatures before proceeding to a completed project just waiting for a final close out. Once the contract has been fulfilled, it is labeled as “project complete”.

When an article is labeled “remaining balance”, that the project has been substantially completed and this money remains unspent. Often the project may have other related projects that this money could be used for. An example of this is a request from the Fire Chief to utilize the remaining funds from the Station 2 construction for sewer connection costs.

Ongoing projects vary in nature however they all relate to a project that may not have just one procurement within it. Road maintenance will have various contracts throughout the year tied to this article, sewer articles are in varying stages of development or are unable to be initiated due to timing, etc.

Since the last update at the end of September, two projects have been completed and one project yielded no bidders. Of note is the decrease in the percentage of projects awaiting initiation from 55% to 35%. As a reminder, projects that have been completed are removed from the running project list after each update.

Year	#	Description	initial appropriation	Amount remaining	Status	Department	Primary Owner
2023	28	War Memorials Project	\$ 256,283.00	\$ 256,283.00	Awaiting initiation	CEMETERY	Kelley, R.
2021	22	Hearing Room Improvements	\$ 99,254.00	\$ 99,254.00	Awaiting initiation	CHANNEL 18	Goodwin, J.
2023	44	Acquire By Donation Land At 70 Forest St	\$ 5,000.00	\$ 5,000.00	Awaiting initiation	CONSERVATION	Usowski, A.
2022	34	Heritage Trail Boardwalk	\$ 75,000.00	\$ 75,000.00	Awaiting initiation	CONSERVATION	Usowski, A.
2021	34	Heritage Trail Project	\$ 150,000.00	\$ 102,427.00	Awaiting initiation	CONSERVATION	Usowski, A.
2023	16-2	Engines/Other Fire Equipped Vehicles	\$ 350,000.00	\$ 350,000.00	Awaiting initiation	FIRE DEPARTMENT	LeBlanc, D.
2023	16-6	Equipment Replacements-tasers and ballistic plates	\$ 64,115.00	\$ 64,115.00	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-8	Technology Replacements-upgrade EOC	\$ 20,000.00	\$ 20,000.00	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2022	18	Replacement Of Bullet Resistant Vests	\$ 49,200.00	\$ 49,200.00	Awaiting initiation	POLICE DEPARTMENT	Guillemette, D.
2023	16-1	Beautify The Villages Of Harwich	\$ 50,000.00	\$ 50,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-12	100 Oak Street (Community Center)-bleachers and fans	\$ 145,500.00	\$ 145,500.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2023	16-14	273 Queen Anne Road (Transfer Station) generator	\$ 157,300.00	\$ 157,300.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2021	13	Ada Sidewalks Harwich Center	\$ 50,000.00	\$ 50,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	11	Harwich Center Ada Sidewalk Project	\$ 30,000.00	\$ 30,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2019	12	Brooks Library Sidewalk Repair	\$ 90,000.00	\$ 90,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	9	Albro House/Brooks Academy Boilers	\$ 40,000.00	\$ 21,902.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	10	Comm Center And Town Hall Carpet Replacement	\$ 130,000.00	\$ 130,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	10	Update Town's Hvac At Town Hall, Comm Center, Fire Station One, Pd	\$ 140,000.00	\$ 140,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2016		Route 39/Chatham Rd Intersection Project	\$ -	\$ 300,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2013	31	Library Bldg Maint	\$ 25,000.00	\$ 25,000.00	Awaiting initiation	PUBLIC WORKS	Hooper, L.
2018	57	Hinckley Pond Remediation/Improvements	\$ 272,726.00	\$ 70,700.00	Awaiting initiation	CONSERVATION	Usowski, A.
2021	12	Aqcuire Parcel Located Off Pleasant Lake Ave, Assessors Map 82, Lot R5	\$ 170,000.00	\$ 170,000.00	Awaiting initiation	HOUSING ADVOCACY	POWELL, B.
2018	47	70 Willow Street Clear Title And Revise Boundary Lines	\$ -	\$ -	Awaiting initiation	HOUSING ADVOCACY	POWELL, B

2023	13	Fund Technology Enhancements	\$ 25,000.00	\$ 25,000.00	Awaiting initiation	LIBRARY	Hewitt, G.
2017	19	Round Cove Boat Ramp	\$ 177,070.00	\$ -	complete	HARBOR	Rendon, J.
2023	32	Brooks Park Tennis Court/Pickleball resurfacing	\$ 110,000.00	\$ 35,140.00	complete	RECREATION	Beebe, E.
2022	19	Stormwater EPA MS4 Compliance	\$ 100,000.00	\$ 100,000.00	contract Awarded	ADMINISTRATION	Eldredge, M.
2022	39	Fund Land Research For Assessing Purposes	\$ 500,000.00	\$ 500,000.00	contract Awarded	ASSESSING	Jones, C.
2023	16-4	Wixon Landing Improvements	\$ 30,000.00	\$ 30,000.00	contract Awarded	HARBOR	Rendon, J.
2019	12	Wixon Dock Improvements	\$ 70,000.00	\$ 70,000.00	contract Awarded	HARBOR	Rendon, J.
2023	43	Dispose Surplus Property At 276 Queen Anne Rd	\$ 10,000.00	\$ 10,000.00	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	16-11	Vehicle Replacements-2 MSW trailers, 2 Dumps, 1 F-350	\$ 515,000.00	\$ 310,000.00	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	16-9	Equipment Replacements-ball field mower	\$ 75,000.00	\$ 75,000.00	contract Awarded	PUBLIC WORKS	Hooper, L.
2021	16	Brooks Library Roof Replacement	\$ 148,500.00	\$ 148,500.00	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	33	Sand Pond Restroom Project -septic system	\$ 35,000.00	\$ 35,000.00	contract Awarded	RECREATION	Beebe, E.
2022	36	Brooks Park Pickleball/Basketball Court expansion	\$ 245,500.00	\$ 240,283.77	contract Awarded	RECREATION	Beebe, E.
2022	20	New Voting Tabulator Equipment	\$ 75,000.00	\$ 75,000.00	contract Awarded	TOWN CLERK	Mitchell, E.
2017	12	Cold Brook Project	\$ 2,000,000.00	\$ 1,771,653.00	contract Awarded	WASTEWATER	Pelletier, D.
2022	31	East Harwich Union Cemetery Gravestone Preservation	\$ 118,800.00	\$ 99,300.00	contract Awarded	CEMETERY	Kelley, R.
2023	16-15	Ada Compliance Requirements	\$ 121,000.00	\$ 121,000.00	contract Awarded	PUBLIC WORKS	Hooper, L.
2023	34	CPC - Skinequit Pond Remediation	\$ 92,000.00	\$ 2,972.00	contract Awarded	NATURAL RESOURCES	Rendon, J.*
2020	20	Hearing Room Improvements	\$ 97,000.00	\$ 97,000.00	IFB/RFP Process	CHANNEL 18	Goodwin, J.
2023	16-13	204 Sisson Road (Culture)	\$ 1,982,427.00	\$ 1,885,668.15	IFB/RFP Process	CULTURAL AFFAIRS	Mewhinney, K.
2023	25	CPC- Affordable Housing Trust	\$ 500,000.00	\$ 492,940.00	IFB/RFP Process	HOUSING ADVOCACY	POWELL, B
2023	16-16	739 Main Street (Brooks Free Library)-supplement ATM21 #18	\$ 90,000.00	\$ 90,000.00	IFB/RFP Process	PUBLIC WORKS	Hooper, L.

2023	31	Senior Softball Fields Restroom	\$ 150,000.00	\$ 150,000.00	IFB/RFP Process	RECREATION	Beebe, E.
2020	31	Update Historic Property Inventory	\$ 34,500.00	\$ 34,500.00	no bids recieved	ADMINISTRATION	Eldredge, M.
2019	43	Sand Pond Restroom Project-new building	\$ 123,000.00	\$ 123,000.00	no bids recieved	RECREATION	Beebe, E.
2023	16-5	Technology Reinvestment	\$ 387,000.00	\$ 306,621.39	ongoing	INFORMATION TECH	Eaton, S.
2021	15	MS4 Updates	\$ 200,000.00	\$ 163,884.72	ongoing	ADMINISTRATION	Eldredge, M.
2020	18	Memorial Tree	\$ 20,000.00	\$ 19,093.14	ongoing	CEMETERY	Kelley, R.
2023	18	Capital Outlay - Funded By Chapter 90 Funds	\$ 700,000.00	\$ 700,000.00	ongoing	PUBLIC WORKS	Hooper, L.
2023	47	Supplemental Appropriation Brooks Academy	\$ 475,000.00	\$ 475,000.00	ongoing	PUBLIC WORKS	Hooper, L.
2023	16-10	Road Maintenance/Improvements (See Art. 18)	\$ 700,000.00	\$ 536,190.20	ongoing	PUBLIC WORKS	Hooper, L.
2023	19	Capital Outlay - Route 28 Sewer Installation	\$ 6,500,000.00	\$ 6,500,000.00	ongoing	WASTEWATER	Pelletier, D.
2023	21	Capital Outlay - E. Harwich Ww Expansion	\$ 50,000,000.00	\$ 50,000,000.00	ongoing	WASTEWATER	Pelletier, D.
2023	42	Acquire Easement At 129 Route 28	\$ 10,000.00	\$ 10,000.00	ongoing	WASTEWATER	Pelletier, D.
2022	1	Aquire Property Ww Proj	\$ 105,000.00	\$ 105,000.00	ongoing	WASTEWATER	Pelletier, D.
2023	17	Capital Outlay - Funded By Retained Earnings	\$ 775,000.00	\$ 775,000.00	ongoing	WATER	Pelletier, D.
2023	20	Capital Outlay - Rt. 28 Watermain Replace.	\$ 17,500,000.00	\$ 17,500,000.00	ongoing	WATER	Pelletier, D.
2023	16-7	Police Cruisers	\$ 183,000.00	\$ 183,000.00	out to bid	POLICE DEPARTMENT	Guillemette, D.
2023	27	CPC- Brooks Academy Preservation	\$ 690,000.00	\$ 690,000.00	out to bid	PUBLIC WORKS	Hooper, L.
2022	2	Acquire 62 Rte 28	\$ 1.00	\$ 1.00	out to bid	HOUSING ADVOCACY	POWELL, B.
2018	24	Fire Station 2	\$ 6,750,000.00	\$ 249,612.00	remaining balance	FIRE DEPARTMENT	LeBlanc, D.
2017	18	Golf Cart Barn	\$ 1,200,000.00	\$ 239,292.00	remaining balance	GOLF	Greer, R.
2017	20	Saquatucket Harbor landside improvements	\$ 3,000,000.00	\$ 69,704.00	remaining balance	HARBOR	Rendon, J.
2016	11	Facility Maintenance Fund-Harbor dredging	\$ 85,000.00	\$ 81,627.00	remaining balance	HARBOR	Rendon, J.
2014	23	Brooks Library Carpet	\$ 112,000.00	\$ 4,000.00	remaining balance	PUBLIC WORKS	Hooper, L.

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

MUNICIPAL EMPLOYEE INFORMATION	
Name:	Robert Doane
Title or Position:	Committee Member, Harwich Historical District and Commission appointee.
Municipal Agency:	Community Preservation Committee
Agency Address:	Harwich Town Hall 732 Main St Harwich, MA
Office Phone:	[REDACTED]
Office E-mail:	[REDACTED]
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
PARTICULAR MATTER	
Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter. I am the Vice President of Pine Oaks Village Homes which has an application before the CPC for funding of Pine Oaks Village IV under Community Housing. See attachment for easier reading.
Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter. As a member of the CPC, I would normally hear, deliberate, and vote for funds for Community Housing applications. Due to real or perceived conflicts of interest, I believe I should recuse myself from any discussions and decisions regarding all CPC applications for housing. However, I believe I can be impartial with all other applications.
FINANCIAL INTEREST IN THE PARTICULAR MATTER	
Write an X by all that apply.	<input type="checkbox"/> I have a financial interest in the matter. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input checked="" type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.

Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it. As a director of Pine Oaks Village, I have an interest in obtaining funding for the housing project. The CRC request for funds are two applications of \$1,550,000 each.
Employee signature:	<i>Reuben W. Stone</i>
Date:	10/25/23

DETERMINATION BY APPOINTING OFFICIAL

APPOINTING AUTHORITY INFORMATION	
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
DETERMINATION	
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

Attachment for Robert Doane Disclosure

Particular Matter

Please describe the particular matter.

I am the Vice President of Pine Oaks Village Homes which has an application before the CPC for funding of Pine Oaks Village IV under Community Housing.

Please describe the task you are required to perform with respect to the particular matter.

As a member of the CPC I would normally hear, deliberate, and vote for funds for community housing applications.

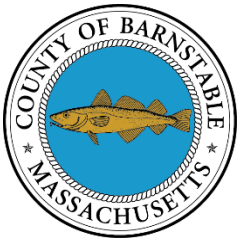
Due to real or perceived conflicts of interest, I believe I should recuse myself from discussions and decisions regarding all CPC applications for housing.

However, I do believe I can be impartial with all other applications that shall come before the CPC committee and request your permission to continue to hear those applications.

Please explain the financial interest and include a dollar amount if you know it.

As a director of Pine Oaks Village, I have an interest in obtaining funding for the housing project. The CPC request for funds are two applications of \$1,550,000 each.

CONTRACTS



Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Exhibit C-4

Barnstable County IT Statement of Work:

“Managed Cloud Services – Platform Implementation”

INTERMUNICIPAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE COUNTY OF BARNSTABLE AND THE TOWN OF HARWICH

CHANGE ORDER #1

The Town of Harwich, referred to herein as “Town” seeks to engage Barnstable County IT Department, referred to herein as “BCIT” to provide IT related project support and management services as further defined in this agreement. The outline of these services and the selection of those chosen by the Town constitute the entire agreement and financial obligations between both parties.

PART I RECITALS

WHEREAS, Barnstable County and Harwich are parties to an intermunicipal agreement for the furnishing of information technology services (the “Agreement”);

WHEREAS, said Agreement further specifies services as referenced and set forth in Exhibit C-4, Part II, Item #1: “**Managed Cloud Services – Platform Implementation**” (the “Exhibit”);

WHEREAS, said Exhibit indicates one-time professional services costs of \$3,562.50;

WHEREAS, said Exhibit indicates one-time equipment costs of \$3,500.00;

WHEREAS, said Exhibit indicates annually recurring ongoing service costs of \$11,600.00;

WHEREAS, Barnstable County and Harwich desire to modify service costs to accurately reflect ongoing service costs only.

NOW THEREFORE, the parties hereto agree as follows:

1. The annually recurring cost is replaced and increased to \$970.00 per month.
2. The one-time professional services cost is decreased to \$0.00.
3. The one-time equipment cost is decreased to \$0.00.
4. In all other respects said Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

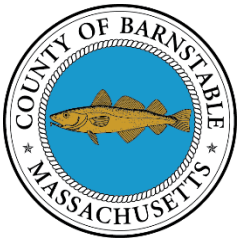
Barnstable County:

Date: _____

Town of Harwich:

Date: _____





Barnstable County

Regional Government of Cape Cod

William Traverse
Director of Information Technology
wtraverse@barnstablecounty.org
508-744-1244



Information Technology Department

Exhibit C-5

Barnstable County IT Statement of Work:

“Managed Cloud Services – Munis Upgrade Server Hosting”

INTERMUNICIPAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE COUNTY OF BARNSTABLE AND THE TOWN OF HARWICH

CHANGE ORDER #1

The Town of Harwich, referred to herein as “Town” seeks to engage Barnstable County IT Department, referred to herein as “BCIT” to provide IT related project support and management services as further defined in this agreement. The outline of these services and the selection of those chosen by the Town constitute the entire agreement and financial obligations between both parties.

PART I RECITALS

WHEREAS, Barnstable County and Harwich are parties to an intermunicipal agreement for the furnishing of information technology services (the “Agreement”);

WHEREAS, said Agreement further specifies services as referenced and set forth in Exhibit C-5, Part II, Item #1: “**Managed Cloud Services – MSS Server Hosting**” (the “Exhibit”);

WHEREAS, said Exhibit indicates one-time professional services cost of \$1,425.00;

WHEREAS, said Exhibit indicates annually recurring ongoing service costs of \$15,600.00;

WHEREAS, Barnstable County and Harwich desire to modify service costs to accurately reflect ongoing service costs only.

NOW THEREFORE, the parties hereto agree as follows:

1. The annually recurring cost is replaced and increased to \$1,850.00 per month.
2. The one-time professional services cost is decreased to \$0.00.
3. In all other respects said Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

Barnstable County:

Date: _____

Town of Harwich:

Date: _____



**INTERMUNICIPAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE COUNTY OF BARNSTABLE
AND THE TOWN OF HARWICH**

AMENDMENT #3

This Agreement is made and entered into this ___ day of _____, 2023, in accordance with the provisions of Massachusetts General Laws, Chapter 40, section 4A, by and between the County of Barnstable, a Massachusetts governmental unit with a mailing address of 3195 Main Street, Barnstable, Massachusetts (hereinafter referred to as "Barnstable County"), and the Town of Harwich, a Massachusetts municipal corporation with a business address of 732 Main Street, Harwich Center, Massachusetts 02645 (hereinafter referred to as "Harwich").

PART I RECITALS

WHEREAS, Barnstable County and Harwich are parties to an intermunicipal agreement executed under date of September 25, 2018 (the "Agreement");

WHEREAS, said Agreement provides for the furnishing of information technology services by Barnstable County to Harwich as more fully set forth in said Agreement;

WHEREAS, said Agreement expires on July 1, 2023;

WHEREAS, services furnished by said Agreement continue month-to-month post-expiration if required; and

WHEREAS, Barnstable County and Harwich desire to modify said Agreement and to extend the term thereof.

NOW THEREFORE, the parties hereto agree as follows:

1. The term of said Agreement is extended to June 30, 2025.
2. In all other respects said Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their individual representatives, whose signatures are hereto affixed.

BARNSTABLE COUNTY
Barnstable County Commissioners:

Date: _____

Barnstable County Administrator:

Date: _____


TOWN OF HARWICH
Harwich Select Board:

Date: _____



Barnstable County
Regional Government of Cape Cod
3195 Main Street | Barnstable, Massachusetts 02630

Information Technology Department

DATE: October 26, 2023
TO: Joseph Powers, Town Administrator, Town of Harwich
FROM: William Traverse, Director, BCIT 
SUBJECT: BCIT Contract Amendments and Change Orders

Intermunicipal Agreement: Amendment #3

Continued Service and Renewal

Despite the expiration date now being in the past, the amendment applies a new contract term and further specifies: "services furnished by said Agreement continue month-to-month post-expiration if required" to indicate the mutual desire for critical services under this agreement to persist while an extended contract term is established.

In similar cases, a new agreement has not been required or requested by the other regional customers or the County itself.

Exhibit C-4 Change Order #1

Cost Adjustments

Monthly operational costs associated with the hosting of cloud-based security and connectivity increased by a total of \$40 annually, this change order accounts for and corrects this.

One-time professional services and equipment costs have been removed due to completion of the implementation project. Ongoing support of these systems is provided under the existing support agreement.

Exhibit C-5 Change Order #1

Cost Adjustments

Monthly operational costs were miscalculated on the original Exhibit C-5. While the costs are itemized for each of three (3) servers to be hosted as a service under this exhibit, the grand total did not accurately reflect this, and only reflected the cost of one (1) server. This change order corrects this by including the hosting cost for all three (3) servers, increasing the monthly rate from \$1,300/month to \$1,840/month.

One-time professional services and equipment costs covered the setup and implementation of these cloud-based servers and can be removed now that the project has been completed. Support and maintenance of these systems is provided as part of the ongoing service costs.

TOWN
ADMINISTRATOR'S
REPORT

HARWICH HARBORMASTER DEPARTMENT

October 2023 Monthly Report

Operations

- Provided assistance tows for 2 boats with disabled engines.
- Utilized closed loop pressure washing system for commercial fishing boat at Saquatucket Harbor (SAQ).
- Conducted several boat & cart waste pump-outs on board 77A.
- Removed the Round Cove channel and no wake buoys.
- Removed Long Pond mooring buoys and attached winter spars.

Administration

- Contract for the Wixon Landing Improvement project awarded to T.W. Nickerson by BOS.
- Revoked Mooring Permit for non-use: (1) Allen Harbor
- Went to waitlist with open permits: (4) Pleasant Bay Mooring Permits, (1) Outer Harbor Mooring Permit, (1) HR North Mooring Permit
- Sent out Allen Harbor/Wychmere commercial and recreational dockage bills.
- Ordered uniforms from Advanced Embroidery.
- Transient Reservations: 33
- Parking Tickets: 0

Maintenance

- Replaced broken and worn-out planks and bumpers on the east bulkhead floating docks.
- Cleaned and painted swim and no wake buoys.
- Replaced leaf springs on Marine 77's trailer and made wiring repairs to the brake and turn signal lights.
- Had several breakers and receptacles replaced on the shore power towers at SAQ.
- Treated the fuel in 77C, removed the batteries, took it to DPW storage area and covered it with a tarp.
- Replaced a broken hose on the shoreside pump-out station at SAQ.
- Fixed a section of split rail fence between the SAQ parking lot and Brax restaurant.
- Organized and cleaned workshop.
- Routine building and grounds maintenance

Meetings

- Conducted site visit at 49 Sequattom Road to evaluate proposed pier and float with project engineer prior to project being briefed to Waterways Committee.
- Responded to summons to Orleans District Court for case involving car that drove into guard rail at the harbor; after a couple of hours, notified case delayed and will be rescheduled.
- Met with project engineer from Shorefront Consulting to review pier, ramp and float project proposal for private homeowner in Wychmere Harbor.
- Met with Town Administrator to discuss Wixon Landing Improvement project; with construction contract signed by BOS, given permission to move forward with project despite request from citizen to delay project.
- Waterway Committee Meeting (18 Oct)